

COLLECTIVE AGREEMENT

BETWEEN:

JOHN NOBLE HOME FOR THE AGED  
(hereinafter referred to as "the Employer")

AND:

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

EXPIRY: January 1, 2009 to December 31, 2011

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## **ARTICLE 1 - PURPOSE**

- 1.1 The purpose of this agreement is to establish by mutual agreement an orderly collective bargaining relationship between the Employer and the members of the bargaining unit 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 members within the bargaining unit.
- 1.2 The parties agree to work together to secure the best possible nursing care and health protection for residents.

## **ARTICLE 2 - RECOGNITION AND DEFINITIONS**

- 2.1 The Employer recognizes the Association as the Bargaining Agent for all Registered and Graduate nurses engaged in a nursing capacity save and except the Administrative Coordinator, and persons above the rank of Administrative Coordinator.

- 2.2 (a) A Registered Nurse is a nurse who holds certification with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act.

It will be the responsibility of the nurse to produce an up-to-date Certificate of Competence to the Nursing Office by January 1st of each year. Failure to comply will result in the reduction of pay to the Graduate Nurse level.

- (b) A nurse is required to present to the Director of Nursing or designate on or before February 15th of each year evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the Home will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Home. Such termination shall not be subject of a grievance or arbitration.

- 2.3 A nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act*, 1991 and its Regulations must obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, but in any case not longer than two years from her or his date of hire, she or he will be deemed to be not qualified for the position of registered

nurse and she or he will be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration.

A nurse who holds a Temporary Certificate of Registration will be classified, for purposes of salary, in accordance with Appendix 'A'.

- 2.4 A Full-Time nurse is a nurse who is regularly scheduled to work the normal Full-Time hours referred to in Article 12.
- 2.5 A Part-Time nurse is a nurse who normally works less than the Full-Time hours over a fourteen (14) day schedule referred to in Article 12.
- 2.6 The Employer agrees to employ sufficient Registered Nurses to meet the minimum staffing levels that may be set from time to time by statute and or regulation and by the Employers Service Agreement with the Ministry.

### **ARTICLE 3 - NO DISCRIMINATION**

- 3.1 The Employer and the Association agree that there shall be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their Representatives with respect to any nurse because of her/his membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reasons of the nurse exercising her/his rights under the Collective Agreement, or any applicable legislation.

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between employers, employees, physicians, and the Union. Nurses should feel empowered to report incidents of disruptive behaviour, including physician behaviour, without fear of retaliation. The parties are both committed to a harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below.

- 3.2 It is agreed that there shall be no discrimination on the basis of race, creed, colour national origin, sex, sexual orientation, marital status, age, political or religious affiliation or any other factor which is not pertinent to the employment relationship.
- 3.3 (a) "Every person who is an employee 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 offences, marital status, family status or handicap." *ref: Ontario Human Rights Code, Sec.5(2)*
- (b) "Every person who is an employee 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/he has been harassed contrary to this provision may file a grievance under Article 8 of this agreement.

A nurse who believes that she/he has been harassed shall fill out a harassment form describing the incident. This form is attached to the Harassment Policy. The complainant shall bring such complaint to the attention of the Employer which will ensure an investigation will occur.

Where a bargaining unit member complains of harassment by another bargaining unit member, she shall bring such complaint to the attention of the Employer and the Union. The Employer and the Union will then initiate a complete and joint investigation of the complaint and report the findings back to the complainant who shall be accompanied by a Bargaining Unit Member. If the complaint directly or indirectly involves the complainant's supervisor or a Bargaining Unit Member she may contact an alternate person in Management or the Union to ensure that the complaint is handled in a discreet, confidential and timely fashion.

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, Sec.10(1)*

#### 3.4 Accommodation of Disabled Workers

The Home and the Association recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the Ontario Human Rights Code.

Prior to any nurse returning to work on a modified/light/alternate work program, the Home will notify and meet with a representative of the local executive to negotiate a back to work program for the nurse. If requested, the Labour Relations Officer may attend.

#### 3.5 Whistle Blower Protection

Provided a nurse has followed reasonable policies or procedures issued by the Home concerned to protect the Home'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, including those related to

resident advocacy.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

- 4.1 The Association agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words "strike" and "lockout" shall be defined in the Labour Relations Act.

#### **ARTICLE 5 - RESERVATION OF MANAGEMENT FUNCTIONS**

- 5.1 The Association acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
  - (b) hire, discharge, direct, transfer, promote, demote, lay-off and suspend or otherwise discipline Nurses provided that a claim of discharge or discipline without just cause may be the subject of a grievance;
  - (c) make and alter from time to time written reasonable rules and regulations to be observed by the nurses;
  - (d) generally to manage the Home and direct the work of the nurses and, without restricting the generality of the foregoing, to determine the number of nurses required and the methods, procedures, and equipment to be used, and all other matters concerning the Employer's operation.
- 5.2 The Home will exercise these rights in a manner consistent with the Collective Agreement and apply the provisions of the Collective Agreement in a reasonable manner.

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

- 6.1 The Association may appoint a Negotiating Committee which shall be composed of three (3) Bargaining Unit members, at least one (1) of whom shall be a Part-Time nurse, whose duties shall be to negotiate the Collective Agreement.
- 6.2 The Association may appoint a Grievance Committee which shall be composed of two (2) members of the Bargaining Unit and which shall be responsible for the handling of all grievances.
- 6.3 Association/Management Committee
- The Association may appoint an Association/Management Committee which shall be composed of two (2) Bargaining Unit members, one (1) of whom may be a Part-time nurse. The following provisions shall apply:

- (a) Purpose: To promote and provide effective and meaningful communication of information and ideas and to make recommendations on matters of mutual concern including scheduling problems and requests, utilization of nursing staff and quality of nursing care. Matters may be referred to the Committee by the Association or the Home. Once a formal grievance has been initiated it will not be discussed at Association-Management meetings.
- (b) Composition: Two (2) nurses (one of whom may be a Part-Time nurse) appointed to act on behalf of the Bargaining Unit. Each party will endeavour to have experienced personnel on the Committee. The number of Home Representatives on the Committee shall not exceed the number of Bargaining Unit Representatives. Each party may have alternates to replace a member from time to time.
- (c) Meetings: The Committee shall meet at mutually satisfactory times but no less than once every two (2) months unless otherwise agreed. One (1) Representative of each of the parties shall notify a Representative of the other in writing within seventy-two (72) hours (excluding Saturdays, Sundays and Holidays) of the meeting of the items it wishes to discuss. A written record, shall be maintained, of matters referred to the Committee and their recommended disposition (unless agreed to the contrary with respect to any problem). The Committee shall have power to recommend temporary changes in the Collective Agreement to the designated Executive Representative of the Home and to the Bargaining Unit President.
- (d) Recommendation: Any recommendation of the Committee must be approved on a basis to be determined by the Committee but shall include at least one (1) Representative of the nurses and the Home. If a unanimous recommendation of the Committee is rejected by the Home or the Association, the rejecting party shall provide written reasons to the Committee for such rejection within a reasonable period of time.
- (e) Review: Periodically, the Association and the Home may review the work of the Committee and, if either party considers that useful and meaningful consideration of problems and their resolution has not been given to the Committee deliberations or its recommendations, the matter may be referred to the Assistant Administrator of Resident Care or the Administrator of the Home by the Association or to the Bargaining Unit President by the Home.

6.4 The Association will provide the Employer with a list of personnel showing its Officers and Representatives. This list will be forwarded to the Administrator of the Home in writing.

6.5 Any of the Association Committees may have the assistance of a representative of the Ontario Nurses' Association from outside the employ of the Employer when negotiating or when meeting with the Employer.

Where a nurse requests the assistance and support of Bargaining Unit Representative when attending meetings with the Employer, such representation shall be allowed.

- 6.6
- (a) It is understood that the members of the above Committees have their regular work to perform on behalf of the Employer and will not leave work without obtaining permission from their immediate Supervisor, and reporting to such Supervisor on their return to work. It is further understood that permission to leave regular work will not be unreasonably withheld.
  - (b) It is understood that time spent for servicing grievances will be considered only on request and if the request is granted, the time spent away from the duties will be without loss of pay.
  - (c) It is understood that the members of the Negotiating Committee will not lose pay for all meetings for negotiations, up to but not including Arbitration provided that minimum of two (2) meetings are held prior to Conciliation.
  - (d) It is further understood that permission to leave regular work will not be unreasonably withheld.

6.7 Occupational Health and Safety Committee

- (a) The Home and the Association mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness. When faced with occupational health and safety decisions the Home will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects nurses.
- (b) The Home agrees to accept as a member of its Occupational Health and Safety Committee at least one (1) Representative or alternate selected or appointed by the Association from amongst Bargaining Unit employees.
- (c) The Home and the Association agree to co-operate reasonably in providing each other the necessary information to enable the Committee to fulfil its functions.

In furtherance of that, the Home will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession, as required by the Occupational Health and Safety Act or its regulations.

- (d) The Committee shall maintain minutes of all meetings. A copy of the minutes shall be sent to the Occupational Health and Safety Representative from the Bargaining Unit and a copy shall also be sent to the Bargaining Unit President.
- (e) A member of the Committee is entitled to one hour of paid preparation time or more if the Committee determines it necessary, before each meeting. A member of the Committee is also entitled to such time as is necessary to attend meetings of the Committee and the time necessary to carry out the members' committee duties such as workplace inspections. Time spent preparing for and attending meetings and carrying out committee duties shall

be deemed to be work time for which she/he shall be paid her/his regular or premium rate, as may be proper.

Time off for representatives to perform these duties shall be granted and any representative attending these meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

- (f) It is expected that a representative appointed or selected in accordance with (b) hereof will serve for a term of at least one (1) calendar year from the date of appointment.
- (g) All members of JOHSC shall receive training and education to ensure a basic understanding of Health and Safety issues and committee functions. This training shall be undertaken prior to acting on the committee, or shortly thereafter, as determined by the Committee.
- (h) An annual upgrading on Health and Safety issues shall be provided for all members.
- (i) Any member of the bargaining unit mutually selected by the parties to be certified shall be trained at the employer's expense. All time spent in training shall be considered work time and paid accordingly.
- (j) It is recognized that an employee has the right to refuse to do unsafe work in accordance with the Occupational Health and Safety Act.

- 6.8
- (a) The Employer agrees that when nurses serve on any committees, as referenced under the Collective Agreement or organized by the Home; attend inservice, or work on projects, such meetings and activities shall be scheduled during the nurse's regular working hours, or the nurse may choose (1) payment at her/his appropriate regular rate of pay for all hours spent outside her regular working hours or (2) equivalent time for all hours spent outside her/his regular working hours.
  - (b) Such time shall be approved by the Immediate Supervisor and shall only be accumulated to a maximum of two (2) days and taken at a mutually agreeable time. Any time accumulated over two (2) days shall be taken as off at a mutually agreeable time in order to maintain a bank of two (2) days maximum.

## **ARTICLE 7 - ASSOCIATION SECURITY**

- 7.1 The Employer will deduct from the pay of each nurse, such monthly dues as may be adopted and designated by the Association. The Employer will send to the Ontario Nurses' Association monthly, following such deductions, its cheque for the dues so deducted, along with a list of the names and the amount of such deduction for each nurse. The list shall show the social insurance number of each nurse, new hires, terminations and any leaves of absence.

The Employer shall provide the Association on the 2nd of January in each year, a list showing the names and last known addresses of all nurses covered by this Agreement who have been employed at any time during the previous month, which list shall have included therein names of all nurses on unpaid leave and those terminated.

- 7.2 The Employer shall provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.
- 7.3 The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 7.4 The Employer agrees to provide the Union with the information in an electronic format providing the current system can accommodate the electronic format, the parties will meet to discuss the format in which the information will be set out.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.1 (a) Parties to this Agreement believe that it is important to adjust complaints and grievances as quickly as possible.
- (b) At any step in the grievance procedure a nurse may be accompanied by/or represented by her/his Nurse Representative or any other Association official. At any time the Employer decides to discipline a nurse, the Employer shall assure that a Nurse Representative or other Association Official is present at the time discipline is imposed.

The Employer will advise employees of their entitlement to Union representation at any formal counselling or disciplinary meetings. It is recognized that counselling sessions are not disciplinary in nature.

- 8.2 STEP 1: If a nurse has a complaint, the nurse shall first complain to her/his immediate Supervisor within 5 working days following the date upon which the circumstances which led up to the complaint occurred. If a satisfactory response is not received within three (3) working days then the nurse may submit a written grievance and the grievance procedure shall be followed as under Step No. 2, below.

It is understood that no grievance shall be submitted until the matter has been presented to the immediate Supervisor and the Supervisor has been given the opportunity to answer the complaint.

- 8.3 STEP 2: When a nurse has a grievance arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement, the nurse shall present the grievance to the Director of Care or her designate in writing no later than five (5) working days following the response from the Immediate Supervisor. The respondent shall render a written decision within three (3) working days after the receipt of the filing of the grievance.

- 8.4 STEP 3: If the answer given by the Director of Care is not acceptable to the grievor, the grievor may appeal the answer directly or through the Grievance Committee in writing to the Administrator, such appeal should be filed no later than seven (7) working days after the receipt of the answer given. The Administrator will convene a meeting with the grievor accompanied by the Grievance Committee. The Administrator shall render a written decision within ten (10) working days following the receipt of the appeal.
- 8.5 If the Administrator's reply is not satisfactory to the grievor and/or the Grievance Committee, the grievance may be referred to Arbitration as outlined in Section 9 of this Collective Agreement and if no written notification is received within **thirty (30)** working days after the Administrator's written decision is given, it shall be deemed to have been abandoned.
- 8.6 The time limits provided under the Grievance Procedure may be extended by written mutual agreement of the parties.
- 8.7 The Administrator, at any stage throughout this Grievance Procedure, may have the services of any Counsel to assist in the processing of such grievances and the grievor and/or Grievance Committee may request the attendance of a Representative of the Association.
- 8.8 (a) It is understood that either party to this Agreement may file a Policy Grievance, such grievance to be started at Step 2 of this Grievance Procedure.
- (b) Where a number of nurses have similar grievances they have the right to submit a group grievance, in writing, to the Administrator within ten (10) working days following the date upon which the circumstances which led up to the grievance(s) occurred. The grievance will then be treated as being initiated at Step 2 and the applicable provision of this Article shall then apply with respect to processing such grievance.
- 8.9 A nurse shall only be discharged from employment for just cause, except that a nurse who has not completed her/his 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 and initiated at Step 2.
- 8.10 The Employer agrees to provide written reasons within seven (7) calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed her/his probationary period, without just cause.

A claim by a nurse who has completed her/his probationary period that she/he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Employer at Step No. 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.

8.11 A working day for the purpose of grievance and arbitration procedure shall be defined as a day other than Saturday, Sunday or recognized holiday.

### **ARTICLE 9 - ARBITRATION**

- 9.1 When either party requests that any difference be submitted to Arbitration, it shall notify the other party in writing and at the same time nominate an arbitrator. Within five (5) working days thereafter, the other party shall nominate an arbitrator. The two (2) Arbitrators so nominated shall select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of five (5) working days following the date of their appointment, either nominee will then request the Minister of Labour for the Province of Ontario to appoint a Chairman.
- 9.2 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.3 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 9.4 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 9.5 The proceedings of the Arbitration Board will be expedited by the parties thereto and the decision of the majority of such Board will be final and binding upon the parties thereto and the employees concerned.
- 9.6 Each of the parties hereto will bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the expenses of the Chairman of the Arbitration Board.
- 9.7 Subject to the Labour Relations Act, Section 48.7, as amended, the Arbitration Board shall render a decision thirty (30) days after the date of the hearing.
- 9.8 The time limits set out in the Grievance and Arbitration Procedures are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48.16 of the Labour Relations Act, as amended.

**ARTICLE 10 - SENIORITY**

- 10.1 (a) The Employer shall maintain a list showing each nurse's established seniority date. Seniority for Full-time nurses shall be defined as length of employment with the Employer since date of last hire as a Registered or Graduate Nurse. Seniority for Part-time nurses shall be expressed in terms of total hours worked.
- (b) The probationary period shall be three hundred and thirty-seven and one-half (337½) worked hours, or such extended period as may be mutually agreed upon between the Employer, the Association and the nurse. If retained after the probationary period, the name shall be placed on the seniority list and credited with seniority from the date of last hire. After twenty (20) worked tours (150 hours) a Progress Report will be given.
- (c) The Seniority List shall be brought up-to-date every six (6) months namely during January and July of each year and posted on the main bulletin board. In each instance copies shall be submitted to the Association.

- 10.2 (a) 1. A lay-off shall be defined as any reduction of a nurse's hours of work, reduction in paid hours, any ongoing displacement of a nurse from his/her area of assignment and/or a permanent discontinuation of a position.

A lay-off of full-time and/or part-time nurses shall be made on the basis of seniority.

Lay-offs and recall shall be made on the basis of an integrated full-time part-time seniority.

A full-time nurse shall have the right to bump any junior nurse based on an integrated seniority list. A regular part-time nurse shall have the right to bump any junior part-time nurse or any junior full-time nurse to the extent of the part-time nurse's hours of work as determined immediately prior to the lay-off. The same procedure applies for subsequent bumps.

Subject to the foregoing, probationary nurses, regardless of ONA bargaining unit, shall be first laid-off. Casual part-time nurses shall be laid off before regular part-time nurses. Casual part-time nurses shall not be utilized while full-time or regular part-time nurses remain on lay-off.

A nurse who has been notified of an impending lay-off may:

- i) accept the lay-off;
- ii) exercise the right to bump or displace another nurse who has lesser bargaining unit seniority in a lower or identical paying classification in the bargaining unit.

The decision of the nurse to choose i) or ii) above shall be given in writing to the Administrator or designate within 5 working days of the nurse having received personal, written notification of lay-off. A nurse failing to do so will be deemed to have accepted the lay-off unless she/he has a reasonable excuse for the failure to notify.

Full-time and/or regular part-time nurses shall be recalled in the order of seniority, unless otherwise agreed between the Home and Association. When all full-time and regular part-time nurses have been recalled, casual part-time nurses shall be recalled in order of seniority.

Where a nurse declines the opportunity for recall, the nurse shall maintain her/his position on the recall list.

A nurse who has been laid-off and is given written notice of recall by registered mail shall, within 10 working days of having received the notice, inform the Home of her/his intention to return to work within 20 working days of giving the Home that notification.

2. A nurse who exercises her bumping rights and/or is recalled to a position shall be provided with training as mutually agreed between the nurse and the Director of Care.
3. Where a vacancy occurs in a position following a lay-off hereunder as a result of which a full-time or part-time nurse had been transferred to another position, the affected nurse will be offered the opportunity to return to her/his former position providing such vacancy occurs within six (6) months of the date of lay-off. Where the nurse returns to her/his former position, there shall be no obligation to consider the vacancy under Article 10. Where the nurse refuses the opportunity to return to her/his former position, she/he shall advise the Home in writing.
4. No reduction in the hours of work shall take place to prevent or reduce the impact of a lay-off without the consent of the Union.
5. All part-time and full-time nurses represented by the Association who are on lay-off will be given a job opportunity in the full-time and part-time categories before any new nurse is hired into either category.

No new nurses shall be hired until all those nurses laid-off have been given an opportunity to return to work.

6. Full-time nurses on lay-off shall be offered any temporary vacancies that arise out of the full-time bargaining unit in order of seniority. Regular part-time nurses on lay-off shall be offered any temporary vacancies that arise out of the part-time bargaining unit in order of seniority. A nurse who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain

on lay-off. Where temporary vacancies are not filled from laid-off full-time nurses or regular part-time nurses, the Employer shall offer the vacancy to the senior laid-off nurse from the other category.

A full-time nurse shall maintain her full-time status when accepting or refusing occasional or incidental shifts.

7. Seniority for the purpose of this Clause means all seniority earned in the employ of this Employer as a Registered or Graduate Nurse. Therefore, in the event of a lay-off a Part-Time nurse with more seniority than a Full-Time nurse would be retained and vice versa.

(b) In the event of a proposed lay-off at the Home of a permanent or long term nature, the Home will:

1. Provide the Association with no less than ninety (90) days notice of such lay-off;
2. meet with the Association to review the following:
  - i) the reasons causing the lay-off;
  - ii) the service which the Home will undertake after the lay-off;
  - iii) the method of implementation including the areas of cutback and the nurses to be laid-off.

(c) In the event of a proposed temporary lay-off at the Home, a bed cut-back or a cut-back in service, the Home shall provide the Union with reasonable notice. If requested, the Home shall meet with the Association to review the effect on nurses in the bargaining unit.

(d) Any agreement between the Home and the Union resulting from the review above concerning the method of implementation will take precedence over the terms of this Article.

(e) Subsequent to the meeting as referenced in (b) and (c), the Employer shall give notice to the affected nurses. In the case of a permanent lay-off the Home shall provide to the affected nurse(s) no less than ninety (90) days written notice of lay-off or pay in lieu thereof. For other lay-offs, the Home shall give reasonable notice.

10.3

(a) Vacancies - When a vacancy or new position in the Bargaining Unit occurs, the Employer will post a notice on the bulletin board for seven (7) working days. Written application will be submitted to the Administrator or designate by those nurses who wish to apply. If, among the applicants, no Full-Time or Part-Time nurse qualifies for the posted position, the Employer may then hire a nurse from outside the Bargaining Unit. Unsuccessful applicants will be notified by the Employer.

- (b) When a vacancy occurs any nurse from the Bargaining Unit has the right to apply. The position will be awarded in accordance with Article 10.4.
- (c) Subsequent vacancies created by the filling of a posted vacancy shall be posted for three (3) working days, exclusive of weekends and paid holidays and shall be awarded in accordance with Article 10.4.
- (d) Temporary Vacancies
  - i) Temporary vacancies which are expected to exceed thirty (30) continuous calendar days shall be posted for seven (7) calendar days in accordance with the posting provisions of the Collective Agreement in such a manner that the posting and filling of the temporary vacancy will be completed within the thirty (30) calendar days.
  - ii) If the temporary vacancy is a Full-time position, the immediate relief nurse will be offered the temporary vacancy until the posting procedure has been completed. If she/he accepts then, her/his part-time hours will be offered to other part-time nurses on the basis of seniority. If the immediate relief nurse refuses the temporary vacancy during the posting period then the time will be offered to other part-time nurses on the basis of seniority and in accordance with the Letter of Understanding for Call-In.
  - iii) If the temporary vacancy is a Part-time position then it will be posted for seven (7) calendar days and any subsequent vacancy will be posted for three (3) days (excluding Saturday, Sunday and Paid Holidays).

Part-time nurses who fill a Full-time vacancy will maintain their Part-time status.

Upon completion of the temporary vacancy, the nurse(s) shall be reinstated to her (their) former position(s).

10.4 In all cases of transfer within the Bargaining Unit, the following factors shall govern:

- (a) Qualifications, experience, skill and ability;
- (b) Seniority - meaning total seniority earned as an employee of this Employer whether on a Full-Time or Part-Time basis or both, as a Registered or Graduate Nurse.

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern.

10.5 An application for the transfer system will be established. Under such a system a nurse will be able to indicate her/his interests in working elsewhere in the Home, or

on a different shift, and her/his application will be considered as though she/he had made it at the time of posting, when a vacancy occurs, and has been posted.

- 10.6 (a) Seniority and service shall be retained and accumulated when a nurse is absent from work under the following conditions:
- i) when in receipt of sick leave benefits, including LTD benefits;
  - ii) when in receipt of Workplace Safety and Insurance Board benefits.
- (b) Nurses shall lose seniority under the following circumstances:
- i) Resigns voluntarily;
  - ii) Discharged and not reinstated through the Grievance or Arbitration procedure;
  - iii) Laid off for more than twenty-four (24) months;
  - iv) Fails to report for work on three (3) consecutive days without submitting notification, preferably in writing, to the Employer prior to the end of the third day.
  - v) is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced. This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.
- (c) Seniority and service for full-time and part-time nurses shall continue to accrue if a nurse's absence is due to grounds protected by the Human Rights Code.

10.7 When a new classification is to be created or an existing classification is to be revised, at the request of either party, the parties shall meet within thirty (30) days to negotiate the salary range for the new or revised classification. Provided that should no agreement be reached between the parties, the Employer will effect the salary range for the new or revised classification subject to the right of the parties to have the rate determined through the grievance procedure and arbitration under Articles 8 and 9 of the Collective Agreement.

10.8 Transfer from Full-time to Part-time and vice versa

Seniority and service shall be retained by a nurse when transferred from Full-Time to Part-Time and vice versa. Fifteen hundred (1500) paid hours of Part-Time being equivalent to one (1) year of Full-Time service and vice versa. A Full-Time nurse whose status is altered to Part-Time will assume her/his same level on the Part-Time grid and vice versa. Paid tours since the last increment shall be included in the calculation.

10.9 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.

### **ARTICLE 11 - EMPLOYEE FILES**

- 11.1 In the event that it is deemed necessary by the Employer to file a reprimand, the Employer shall, within five (5) working days thereafter, give written particulars of such reprimand to the nurse involved, with a copy to the Association. Such reprimand shall be removed from the nurse's file after a period of twelve (12) months, and shall not thereafter be used against her/him. Leaves of absence in excess of sixty (60) continuous calendar days will not count towards either period referenced above.
- 11.2 A copy of any evaluation, which is to be placed on a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation, as having been read, and have the opportunity to add her/his views to such evaluation prior to it being placed in her/his file. Each nurse shall have reasonable access to her/his file, for the purposes of reviewing any evaluations or disciplinary notations contained therein. A copy of the evaluation will be provided to the nurse at her/his request.

### **ARTICLE 12 - HOURS OF WORK**

- 12.1 The normal tour shall be composed of seven and one-half (7½) consecutive hours exclusive of an unpaid one-half (½) hour meal period. At the change of tour, there will normally be additional time required for reporting which shall be considered to be part of the normal tour, for a period of up to fifteen (15) minutes duration.
- Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under 12.5 (a).
- The normal work schedule for full-time nurses shall consist of ten (10) days, i.e. seventy-five (75) hours per fourteen (14) days schedule.
- The starting and quitting times of an individual nurse may be changed by the Employer after consultation with the nurse.
- 12.2 Meal time of one-half (½) hour shall be scheduled away from the floor during a nurse's tour whether day, evening or night. Where a nurse is unable to take her/his mealtime away from the floor, she/he shall receive approval from Management to be paid time and one-half (1½) her/his regular straight time hourly rate.
- 12.3 A rest period of fifteen (15) minutes with pay will be granted during each half tour.
- 12.4 **Scheduling Regulations**
- (a) Full-time nurses will be scheduled two (2) consecutive days off during each half (½) schedule. However, schedules may be agreed upon to provide for more than five (5) consecutive days of work, but not more than seven (7)

consecutive days of work without days off as long as four (4) days off are scheduled in each fourteen (14) days.

If a full-time nurse is scheduled to work in excess of seven (7) consecutive days, she shall be paid time and one-half (1½) of all days scheduled in excess of seven (7) until a day off is scheduled.

- (b) Nurses returning from absences must give as much notice as possible.
- (c) Tour of duty schedules covering six (6) week period will be posted two (2) weeks in advance of their taking effect.
- (d) Requests for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. In any event, it is understood that such an exchange, initiated by the nurse and approved by the Employer shall not result in overtime compensation or payment.
- (e) At least sixteen (16) hours time off shall be scheduled between shifts or change over of shifts. Should a nurse be scheduled with less than sixteen (16) hours between shifts or changeover of shift, she/he shall be paid time and one-half (1½) her/his regular rate of pay for all hours worked on the next scheduled shift.

If a part-time nurse is called for additional shifts in accordance with her/his availability and with less than 16 hours off between shifts or change over of shift and she/he agrees then the premium will not apply. If the part-time nurse refuses an additional call-in with less than sixteen (16) hours off this shall not be counted as a shift refused to work.

- (f) A nurse shall continue to be scheduled off for at least every other weekend. Work performed on a second and subsequent consecutive weekend shall be paid at premium pay of time and one-half (1½) until such nurse is scheduled off for a weekend except in the following circumstances:
  - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such full-time nurse has indicated a request for additional weekend work; or
  - iii) such weekend is worked as a result of an exchange of shifts with another nurse; or
  - iv) in the event of an emergency situation within the Home.

Emergency situation for the purpose of this Clause is defined as unforeseeable events, i.e. flu outbreak, disaster. This shall not include vacation and maternity leave replacement.

- (g) A weekend is defined as a scheduled period of time off work consisting of a minimum of fifty-six (56) consecutive hours starting after the completion of the Friday shift. It shall include Saturday and Sunday.
- (h) Days 0700 hours to 1500 hours  
 Evenings 1500 hours to 2300 hours  
 Nights 2300 hours to 0700 hours

Other times may be implemented based on the operational needs of the Home in which case two (2) weeks advance notice shall be provided to the nurse(s).

- (i) Nurses shall continue to work permanent shifts. A nurse requesting specific tours on a permanent basis shall be granted such requests when possible. Seniority will be the governing factor in granting such requests.
- (j) Nurses shall receive a shift premium of one dollar and thirty cents (\$1.30) per hour for hours worked between 1500 and 0700 hours.

Effective January 1, 2009, nurses shall receive a shift premium of one dollar and seventy-five cents (\$1.75) per hour for hours worked between 1500 and 0700 hours.

## 12.5

Overtime

- (a) i) Work authorized by the immediate Supervisor in excess of seven and one-half (7½) hours in a standard day shall be compensated at the rate of time and one-half (1½).
- ii) A nurse who works in excess of seventy-five (75) hours in a pay period shall receive time and one-half (1½) her/his regular rate of pay for all hours worked in excess of seventy-five (75) hours.
- iii) The Home will replace all shifts in accordance with the Collective Agreement as well as in accordance with the Letter of Understanding re: Call-in for Part-time Registered Nurses. In all cases, the Home will attempt to first replace the full shift at time and one-half (1½) the regular rate of pay. Where the above procedure has been followed and the Home is unable to replace a full shift, then the Home may call in a nurse to work and the nurse shall receive time and one-half (1½) the regular rate of pay for all hours worked with a minimum guarantee of four (4) hours pay at time and one-half (1½). In addition, a nurse who works on a paid holiday which is a day off or on an overtime tour or on any tour paid at time and one-half (1½), and the nurse is required to work additional hours on that tour, she shall be paid at the rate of double time (2X) her normal rate of pay.
- (b) When a full-time nurse works on scheduled days off such nurse will be compensated at the rate of time and one-half (1½).

- (c) It is agreed that there shall be no pyramidal payment of overtime rates.
- (d) The posting of work schedules shall be set out in 12.4(a). It shall be the responsibility of the nurse to consult posted work schedules. The Home will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse.

12.6 Whenever a nurse assumes additional responsibility for her Unit or another Unit in the absence of registered staff (RN or RPN) from her Unit or another Unit she shall be paid a premium of eighty-five cents (0.85) per hour in addition to her/his regular salary and applicable premium allowance.

Whenever a nurse assumes additional responsibility for her Unit or another Unit in the absence of registered staff (RN or RPN) from her Unit or another Unit she shall be paid a premium of one dollar (\$1.00) per hour in addition to her/his regular salary and applicable premium allowance.

In addition the Registered Nurse on Costain Court / Wilson Court shall receive the above responsibility pay for First Aid, Codes, Fire Panel and contacting maintenance.

12.7 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 January 1, 2009, a nurse shall be paid a weekend premium of two dollars and twenty-five cents (\$2.25) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

### **ARTICLE 13 - VACATIONS**

#### 13.1 Vacations

For the purpose of calculating vacations, the vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>. Vacation cannot normally be carried over from year to year unless such request to do so is approved by the Assistant Administrator, Resident Services. Such request to carry over vacation must be made in writing to the Assistant Administrator, Resident Services by December 1<sup>st</sup>. Such request will not be unreasonably denied.

- (a) A nurse with less than one (1) years continuous service as of December 31<sup>st</sup> shall be entitled to vacation on the basis of 1.25 days for each month.
- (b) A full-time nurse with less than one (1) years continuous service may request leave of absence without pay to a maximum of three (3) weeks. Such request shall not be unreasonably denied.

13.2

Vacation Schedule for Full-time Nurses

One (1) year but less than three (3) years - three (3) weeks vacation.

Three (3) years but less than fourteen (14) years - four (4) weeks vacation.

Fourteen (14) years but less than twenty-three (23) years -five (5) weeks vacation.

Twenty-two (22) years or more - six (6) weeks vacation.

Twenty-eight (28) years or more – seven (7) weeks vacation

Vacation Schedule for Part-time Nurses

For the purpose of calculating vacations, the vacation year shall be from January 1st to December 31st. Vacation cannot be accumulated from year to year. Part-time nurses shall receive vacation entitlement on the basis of fifteen hundred (1500) hours paid equals one (1) year of service.

- (a) A nurse with less than one (1) year's continuous service as of December 31<sup>st</sup> on a prorata basis shall be entitled to vacation on the basis of 1.25 days for each month.

Vacation for Part-Time nurses shall be as follows:

One (1) year but less than three (3) years	Three (3) weeks vacation with pay at six percent (6%) of their gross earnings in the above year.
Three (3) years but less than fourteen (14) years	Four (4) weeks vacation with pay at eight percent (8%) of their gross earnings in the above vacation year.
Fourteen (14) years but less than twenty-three (23) years	Five (5) weeks vacation with pay at ten percent (10%) of their gross earnings in the above vacation year.
Twenty-three (23) years	Six (6) weeks vacation with pay at twelve percent (12%) of their gross earnings in the above vacation year.
Twenty-eight (28) years or more	Seven (7) weeks vacation with pay at fourteen percent (14%) of their gross earnings in the above vacation year.

Gross earnings shall mean all monies paid to a nurse in the vacation year.

Upon termination of employment any vacation entitlement will be paid to the nurse.

- (b) Vacation requests will be submitted by April 1st and September 15th, with vacation approved and posted by May 1<sup>st</sup> and October 15th respectively. Requests submitted by April 1<sup>st</sup> shall include a Nurse's request for vacation over the Christmas and New Year's schedule. Preference for approval of such requests, will be given to a Nurse who is asking for vacation inclusive of Christmas Day, Boxing Day and New Year's Day. Approval for one Registered Nurse to such requests shall be on a rotational basis, with seniority amongst those who apply in any year being the deciding factor. (i.e. the most senior nurse who has been approved for this vacation period before, may not be the one approved.)
- (c) During a scheduled vacation period, should the nurse become seriously ill, experience an accident or qualify for bereavement leave, the nurse shall notify the Employer, and upon verification, the vacation schedule will be amended to avoid any loss of vacation entitlement.
- (d) Vacation requests made outside of the standard posting time-frames will be approved on a first-come-first-serve basis and shall be responded to, in writing, within two (2) weeks of submitting them.
- (e) Preference for scheduling over the Christmas / New Year's period will be submitted by the Nurses not later than November 1<sup>st</sup>. The schedule will provide for alternating between Christmas New Year's year-to-year for each Nurse.

13.3 Part-time nurses shall receive their vacation pay on each pay cheque.

13.4 Upon termination of employment any vacation entitlement will be paid to the nurse.

#### **ARTICLE 14 - PAID HOLIDAYS**

14.1 The following holidays will be recognized:

New Year's Day	Civic Holiday
February 14 <sup>th</sup>	
Family Day	Labour Day
St. Patrick's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

If a holiday listed above is proclaimed on a day other than the traditional calendar day, the proclaimed day will be recognized as the holiday. Any other day proclaimed as a holiday by the Federal, Provincial or Municipal Governments shall be recognized as an additional holiday.

14.2 Holiday Payment

- (a)
  - i) Full-time nurses shall be paid time and one-half (1½) for work performed on the above holidays and in addition shall be entitled to a day off with pay either before or within thirty (30) days.
  - ii) Part-time nurses shall be paid double-time and one-half (2½) of their regular pay for working on any of the above holidays.
- (b) If the Employer requires a nurse to work overtime beyond her/his full tour on the holiday, she/he shall be paid two (2) times her/his regular straight time hourly rate for such overtime hours worked.
- (c)
  - i) When a full-time nurse is not scheduled to work on a recognized holiday, she/he shall be given the day off with pay.
  - ii) Part-Time nurses shall receive payment for the above holidays, if not worked, in accordance with the requirements of the Employment Standards Act.
- (d) When a holiday falls during a scheduled vacation period of a full-time nurse, an additional day off with pay will be added to the vacation period.
- (e) In order to qualify for the holiday pay, the full-time nurse shall work the last scheduled shift prior to the observance of the holiday and the scheduled shift immediately after the observance of the holiday. However, if the nurse is absent due to certified illness, this provision shall not apply.

**ARTICLE 15 - LEAVE OF ABSENCE**

- 15.1 Nurses who are requesting a leave of absence are to submit a written request to the Director of Care. Such requests are to be made no later than ten (10) days prior to the commencement of the leave and a written decision will be given. In cases of emergency a request/reply will be made/given as soon as possible. Such leave shall not be unreasonably withheld.
- 15.2
  - (a) Leave of absence without pay and without loss of seniority may be granted for legitimate personal reasons, however, nurses shall not accumulate seniority for any leave of absence in excess of one (1) month, but shall retain their seniority during such absence. In the event that any such leave of absence is not used for the purpose granted, the nurse may be subject to discipline.
  - (b) A full-time or regular part-time nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of taking any examinations required in any recognized course in which nurses are enrolled to enhance their nursing qualifications.

For greater clarity, the period of the leave shall include the night shift prior to and any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

The nurse agrees to notify the immediate manager of the date of the examination as soon as possible after she or he has become aware of the date of the exam.

### 15.3 Leave for Local Association Business

- (a) Upon application in writing to the Assistant Administrator, Resident Services or designate in his/her absence, one (1) nurse of the Association shall be given a leave of absence without pay and without loss of seniority to attend Association business. The Employer shall respond to such request within two (2) weeks of its submission. Such leave of absence shall not exceed five (5) working days duration at any one time and shall not exceed thirty-five (35) working days in any calendar year. The Employer will keep the salary and applicable benefits whole for any nurse attending Association business and the Local Association agrees to reimburse the Employer in the amount of the daily rate of the nurse plus applicable benefits.

Part-time nurses will receive seniority credit for all leaves granted under this Article.

### (b) Leave for Provincial ONA Office

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

The nurse agrees to notify the Home of her/his intention to return to work within two (2) weeks prior to the anticipated date of return.

### (c) Leave of Absence for the Board of Directors or Local Coordinator of Ontario Nurses' Association

A nurse who is elected to the Board of Directors or Local Coordinator of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay. This provision covers a nurse who may also be elected to the office of Vice-President. Nurses shall continue to accrue seniority and service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 15.3 (a) above. 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 costs of such

salary and applicable benefits.

15.4 Pregnancy Leave - A nurse who becomes pregnant will be granted paid leave of absence in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

- (a) Pregnancy leave will be granted to any nurse after thirteen (13) weeks of employment in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) If possible, 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) On receipt of application, in writing, such leave of absence shall be extended to a period not exceeding twelve (12) calendar months. It is understood that the twelve month's is inclusive of any parental leave pursuant to the Parental Leave provisions.
- (d) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided for under this Agreement who is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 30 of the Employment Insurance Act 1971 shall be paid a supplemental employment benefit. That Benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings, inclusive of the percentage in lieu for part-time nurses, and the sum of her weekly Employment Insurance Benefits and any other earnings. Such bi-weekly 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 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 normal weekly hours for a part-time employee shall be calculated by using the same period used for calculation of the Employment Insurance benefit (currently 26 weeks).

The employee has no vested right to this benefit except as provided herein. 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 article. This benefit is financed by the Home and a separate accounting is kept on these payments.

- (e) A nurse shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.

- (f) The nurse shall reconfirm her intention to return to work on the date originally approved 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.
- (g) The Employer shall continue to pay premiums for Benefit Plans for full-time nurses who are on paid pregnancy leave of absence.
- (h) A nurse shall continue to accrue seniority and service while on pregnancy leave.

## 15.5

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 by this provision.
- (b) A nurse shall give written notification at least one month in advance of the date of commencement of such leave and the expected date of return.
- (c) A nurse who has taken a pregnancy leave is eligible to be granted a parental leave of up to thirty-five (35) weeks duration in accordance with the Employment Standards Act. A nurse who is eligible for parental leave who is the natural father, or is an adoptive parent, may extend the parental leave for a period of up to thirty-seven (37) weeks duration, consideration being given to any requirements of adoptive 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.
- (d) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit (SUB) Plan, a nurse who is on parental leave as provided for under this Agreement who is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 30 of the Employment Insurance Act 1971 shall be paid a supplemental employment benefit. That Benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings inclusive of the percentage in lieu for part-time nurses, and the sum of her weekly Employment Insurance Benefits and any other earnings. Such bi-weekly 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 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 regular hourly rate on her last day worked prior to the commencement of the

leave times her normal weekly hours.

The normal weekly hours for a part-time employee shall be calculated by using the same period used for calculation of the Employment Insurance benefit (currently 26 weeks).

The employee has no vested right to this benefit except as provided herein. 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 article. This benefit is financed by the Home and a separate accounting is kept on these payments.

- (e) The nurse shall be reinstated to her/his former position unless her/his former position has been discontinued in which case she/he will be given a comparable job.
- (f) A nurse shall continue to accrue seniority and service while on parental leave.
- (g) The Employer shall continue to pay premiums for Benefits Plans for full-time nurses who are on parental leave.

15.6

- (a) Bereavement Leave – The Employer shall grant a nurse leave of absence of five (5) working days without loss of pay upon the death of the nurse's spouse, child or step-child, parent or step-parent.

The Employer shall grant a nurse leave of absence of three (3) working days without loss of pay upon the death of a member of her/his immediate family for the purpose of mourning. "Immediate family" means brother, sister, son-in-law, daughter-in-law, significant other, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild.

"Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein.

Significant other is a person living in the same household who has been identified in writing as a significant other at the time the living arrangement occurs and prior to death.

A partner of the same sex shall be deemed to be a spouse under this Article and any other family member includes the family member of a same sex partner.

- (b) One (1) working day, without loss of pay, for the attendance at or making arrangements for the funeral of an aunt, uncle, niece and nephew.
- (c) Unpaid travel time will be granted at the discretion of the Employer upon request of the employee.

- (d) Part-time nurses will be credited with seniority and service for all such leave.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding three (3) or five (5) days in total, in order to accommodate religious and cultural diversity.

#### 15.7 Jury and Witness Duty

- (a) All nurses who are required to serve as jurors, in any court of law, or are required to attend as witnesses in a court proceeding in which the Crown is a party, or are required by subpoena to attend a court of law or at any tribunal in connection with a nurse's duties at the Home and coroner's inquests, shall be granted leave of absence for such purpose and shall not be required to work on the day of such duty. Such leave shall not constitute a break in service for the calculation of seniority or any other provision of the collective agreement. Upon completion of such leave the nurse shall present to the Employer a satisfactory certificate showing such period of service. Such nurse will be paid her/his full salary for the period of service, provided she/he shall deposit with the Employer the full amount of compensation received, excluding mileage, travelling expenses, and meal allowances, and an official receipt therefore.
- (b) A nurse who is required to appear before the College of Nurses of Ontario will receive pay for those days of her/his regular schedule during which she/he is required to be absent in any matter relating to the current Employer. Expenses will be treated as in (a) above.
- (c) All nurses who are required to serve as jurors, and are scheduled to work the 11:00 p.m. to 7:00 a.m. shift either immediately prior to or on the day of such jury duty, shall not be required to work the said shift and shall be reimbursed for such shift.

15.8 In the event of a leave of absence without pay for a full-time nurse for a period of less than one (1) continuous calendar month, seniority and service will continue to accumulate and the Employer shall continue its contributions for the nurse's benefits for that period. If a nurse's leave of absence without pay exceeds one (1) continuous calendar month, she/he will not accumulate seniority and service for any purposes under the Collective Agreement for the period in excess of one (1) continuous calendar month, 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 excess of one (1) continuous calendar month.

#### 15.9 Professional and Educational Leave

Nurses may be granted leave(s) of absence with pay to attend workshops, seminars and short courses as approved by the Employer, which may be deemed beneficial to

the nurse's professional development especially as it relates to her/his responsibilities. Selection shall be made on an equitable basis from nurses who make application to attend. Such permission shall not be unreasonably denied. Seniority shall accrue while on leave under this section.

15.10 Leave of absence without pay will 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 institution. Leaves of absence shall not be unreasonably withheld.

- 15.11
- (a) Leave of absence with pay shall be granted to a nurse to attend any course required by the Employer for the purpose of further education related to the nurse's employment with the Home.
  - (b) The Home shall pay all costs of the course including registration, meals, mileage and accommodation if required.
  - (c) The nurse(s) will be required to make a presentation to the Nursing Department by a report or presentation as appropriate.
  - (d) The Employer will prepare a list of those Part-time nurses who have indicated their interest and availability to work less than 7.5 hours.

These nurses may only be called in to replace other nurses who are attending education sessions or inservice either in or outside the Home or who are attending meetings.

Where a part-time nurse is called in under the above circumstances such call-in shall be for a minimum of four (4) hours and shall include sufficient time at the beginning and end of the call-in hours for reporting time.

The hours worked for such call-in shall not be considered as call-in under the Letter of Understanding for Part-time nurses.

15.12 Prepaid 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) The nurse must make written application to the Assistant Administrator, Resident Services at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The year for purposes of the program shall be September 1st of one year to August 31st the following year or such other twelve (12) month period as may

be agreed upon by the nurse, the Local Association and the Home. Only one (1) nurse from either the Full-Time or Part-Time Bargaining Unit shall be allowed off at any one time.

- (d) Written applications will be reviewed by the Director of Care or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 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 Home.
- (g) All deferred salary, plus accrued interest, if any shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Home and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The full-time 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 Ontario Municipal Retirement System will be in accordance with the Plan. A full-time nurse 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 Director of Care. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Home plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurses estate.
- (k) The Home will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Home is unable to find a suitable replacement, it may postpone the leave. The Home will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her/him 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 prepaid leave program will be subject to the nurse entering into a formal agreement with the Home in order to authorize the Home to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - (a) A statement that the nurse is entering the Prepaid Leave Program in accordance with Article 15.12 of the Collective Agreement.
  - (b) The period of salary deferral and the period for which the leave is requested.
  - (c) The manner in which the deferred salary is to be held.

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

#### 15.13 Family Medical Leave

- (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to eight (8) weeks within a twenty-six (26) week period.
- (b) A nurse who is on Family Medical Leave shall continue to accumulate seniority and service and John Noble Home will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the nurse is participating during the leave.

### **ARTICLE 16 - HEALTH PROGRAM**

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

- 16.1 The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.

#### 16.2 Nurse Assault

The Employer, with the nurse's consent, will inform the Association within 24 hours of any nurse who has been assaulted while performing her/his work.

Such information shall be submitted in writing to the Association as soon as

possible.

The Home will reimburse a nurse for reasonable damages caused to the nurse's personal property in the event of an improper assault on the nurse in the course of the performance of her/his duties.

- 16.3 The Employer in consultation with Infection Control and the Joint Health and Safety committee shall have in place exposure control policies and practices that are designed to limit or reduce exposure to blood borne pathogens. Policies will be reviewed and amended by the appropriate committee as new technology becomes available. Policies are communicated to staff through orientation and inservices.
- 16.4 An employee who is or may be required by the Employer or by law to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- 16.5 The Employer in consultation with the joint health and safety committee shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of workers. Handling with Care Steering Committee addresses this issue.
- 16.6 The Employer and the Union recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.
- The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses based on the following principles:
- The Employer will pay the costs of any physical needs assessment done in connection with a modified work plan as developed between the Association and the Employer.
- 16.7 Where a nurse contracts any infectious disease as a result of exposure to infectious or communicable diseases at the Home, any treatment including diagnostic tests and any medication required shall be paid by the Home.
- 16.8 (a) The Home will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work-related injury or when a nurse goes on L.T.D.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Home will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.

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

**ARTICLE 17 - SICK LEAVE PLAN** FOR FULL-TIME NURSES

Pay for sick leave is for the sole purpose of protecting nurses against loss of income when a nurse is legitimately ill.

- (1) The Home will assume total responsibility for providing and funding a Short Term Disability Income Plan equivalent at least to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure.
- (2) The Home shall pay an amount equal to any loss of benefits under HOODIP to employees for the first two days of the fourth and subsequent periods of absence in any calendar year.
- (3) Absence due to pregnancy-related illness shall be considered as sick leave under the Disability Income Plan.
- (4) 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 from the Workplace Safety and Insurance Board for a period longer than one complete pay period may apply to the Home for payment equivalent to the lesser of the benefit she/he would receive from the Workplace Safety and Insurance Board if her/his claim were approved or the benefit to which she/he would be entitled under the Short Term Disability Income Plan (HOODIP) or equivalent Plan.

Payment will be provided only if the nurse submits 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 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 Disability Income Plan.

Any payment under the provision will continue for a maximum of seventeen weeks.

- (5) Any dispute concerning a nurse's entitlement to short term or long term disability benefits under HOODIP or its equivalent may be subject to grievance and Arbitration under the provisions of the Collective Agreement.
- (6) The Home will pay one hundred percent (100%) of the billed premium towards coverage of eligible employees under the Short Term and Long Term Disability Income Plan (HOODIP or an equivalent Plan).
- (7) Proof of total disability satisfactory to your employer such as a doctor's certificate, is required if you are absent for three (3) days or more, and is subject to a periodic review thereafter. However, such proof may be required at any time in order for you

to qualify for benefits.

- (8) Continuation of Benefits While Disabled
- (a) The Home shall keep in force and pay 100% of the premium of O.H.I.P./E.H.T., Semi-Private Hospital, Extended Health Care and Dental Care benefits for the first two (2) years of long term disability payments.
- (b) The benefits recited in (a) above shall remain in effect when an employee is a recipient of short term benefits pursuant to the plan.

**ARTICLE 18 - HEALTH AND WELFARE BENEFITS**

**FOR FULL-TIME NURSES**

- 18.1 O.H.I.P./E.H.T. - Nurses shall be enrolled in O.H.I.P./E.H.T.. After three (3) months of continuous employment, the Employer shall pay the present costs of the billed premium.
- 18.2 Group Life Insurance - All nurses, as a condition of employment, shall join the Group Life Insurance Plan. The amount of life insurance will be two (2) times annual salary of the nurse. The Employer shall pay the present cost of the billed premium.
- 18.3 Supplementary Expense Benefit Plan - All nurses, as a condition of employment, shall join the Supplementary Expense Benefit Plan on a 10/20 deductible basis. The Employer shall pay one hundred percent (100%) of the costs of the billed premium.
- Vision care of Two Hundred and seventy-five dollars (\$275.00) every two (2) years for eligible family members as soon as enrolment is possible under the Plan effective date of ratification not to include laser surgery.
- \$9.00 prescription dispensing fee cap.
- One eye exam every twenty-four (24) months with a maximum \$85.00 reimbursement per twenty-four month period effective date of ratification.
- Orthotics / orthopaedic shoes to a combined cost of \$400.00 every two (2) calendar years.
- Dental recall at 12 months for adults.  
Age 65 FT to have optical and dental coverage continued to age 70.  
Age 65 PT to have percent in lieu continued to age 70.
- General Hospital coverage for semi-private room.
- 18.4 Pension Plan - All nurses, following completion of the qualifying period shall, as a condition of employment, participate in the Ontario Municipal Employee's Retirement System integrated with the Canada Pension Plan.
- 18.5 Dental Plan – Effective date of ratification, the Employer shall pay one hundred percent (100%) of the billed premium for dental coverage under the Liberty Health Dental Plan #9, based on the ODA Fee Schedule with a one (1) year lag; nine (9)

month recall for adults and current six (6) month recall for children or comparable coverage with another carrier.

- 18.6 Except as modified by 15.8 the nurse will be responsible for the payment of the entire cost of the above-mentioned benefits when the nurse is absent due to an approved leave of absence or periods of lay-off. Nurses shall deposit at the Paymaster's Office at the John Noble Home the full premiums due on or before the first day of each month in order to maintain the coverage afforded in the aforementioned benefits. The Employer will advise the nurse, in writing, of the amount due.

The parties agree for the purpose of clarification, that all Full-Time nurses employed by the John Noble Home are entitled to all benefits as outlined in the Co-operators booklet.

- 18.7 The Employer shall make available to each nurse and the Association a copy of the information booklets for those insurance programs defined in the Collective Agreement and changes thereto. Upon request, the Association shall be provided with a current copy of the master policy.

- 18.8 The Employer may substitute another carrier for any of the foregoing Plans (other than OHIP/EHT) 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 sixty (60) days prior to implementing a change in carrier.

- 18.9 A partner of the same sex shall be deemed to be a "spouse" for all purposes under this Article.

- 18.10 The Employer agrees that part-time nurses may pay, through payroll deductions, for full premium costs of the ONA sponsored benefit program, provided that the system at the Home can accommodate this. The ONA sponsored benefit program will provide the Employer with an administrative rebate, if any.

The Employer will make no payroll deductions for such benefits in months in which the employee has insufficient earnings. In this circumstances, the employee is responsible for making the full payment to the ONA sponsored benefit plan.

The Association agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

The parties agree to give the Employer appropriate time to establish the payroll deduction process. Once established, the payroll deduction process for part-time benefits through the ONA sponsored program will be communicated to the Association and the part-time nurses. The Employer will facilitate access to part-time nurses by providing available benefit literature and other communications as appropriate.

- 18.11 Any employee sixty (60) years of age or over, who is registered and receiving

Ontario Municipal Employees Retirement Pension Plan benefits, will have extended health benefits paid by the Employer until the age of sixty-five (65).

## **ARTICLE 19 - MISCELLANEOUS**

- 19.1 The Employer shall designate areas of existing bulletin boards for the use of the Association to post notices, and it is agreed that the use of such bulletin boards shall be restricted to the posting therein only such notices that have received the approval of the Administrator prior to the posting thereof, and that the subject matter of all such notices shall be restricted to notices pertaining to recreational or social activities, notices of meetings or notices and the result of Association Elections.
- 19.2 The Association shall provide the Employer with the name of the Representative to whom any correspondence shall be sent. Correspondence directed to the Employer shall be sent to the Administrator.
- 19.3 The Union and the Employer shall share the cost of producing sufficient copies of the Collective Agreement for proper distribution to the members of the Union. The format of the Agreement will be by agreement of the parties.
- 19.4 Prior to implementing new or changing existing rules or policies which affect nurses covered by this Agreement, the Employer will discuss same with the Association and at the same time provide written copies. Once a rule or policy is established, it shall be in writing and placed in such a manner that all nurses become aware of it.
- 19.5 Pay will be administered through a Direct Deposit Payroll System every second Thursday. Staff will receive a statement of gross salaries and itemized deductions in a sealed envelope.
- 19.6 Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Home agrees that necessary computer training will be provided at no cost to the nurses involved.
- 19.7 The Employer shall upon entry into any service agreement with the Ministry of Health in respect of residents care for by members of this bargaining unit, provide to the Union copies of any documents and materials which it is required to post in the Home pursuant to the Homes for the Aged Act, as amended by Bill 101.
- 19.8 Communicable Diseases
- Upon recommendation of the Medical Officer of Health, all employees shall be required, on an annual basis to be vaccinated and or to take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Employer will pay the cost for such medication.

If the employee refuses to take the required medication, she may be placed on an unpaid leave of absence during any influenza outbreak in the home until such time as the employee has been cleared by the public health or the employer to return to

the work environment. The only exception to this would be employees for whom taking the medication will result in the employee being physically ill to the extent that she cannot attend work. Upon written direction from the employee's physician of such medical condition in consultation with the Employer's physician, (if requested), the employee will be permitted to access their sick bank, if any, during any outbreak period. If there is a dispute between the physicians, the employee will be placed on unpaid leave.

If the employee gets sick as a reaction to the drug and applies for WSIB the Employer will not oppose the application.

If an employee is pregnant and her physician believes the pregnancy could be in jeopardy as a result of the influenza inoculation and/or the antiviral medication she shall be eligible for sick leave in circumstances where she is not allowed to attend at work as a result of an outbreak.

- 19.9 The Employer will not conduct criminal reference checks on members of the bargaining unit.
- 19.10 Within two (2) weeks following an employee's termination of employment, the Employer will provide her or him with a letter detailing her or his years of experience in the employment agency. In the case of part-time employees, such experience shall be expressed as hours worked.

## **ARTICLE 20 - TIME SHARING**

Time-Sharing is defined as two nurses who share the time worked by one Full-Time position and one Part-Time position. The nurses in such an arrangement shall be referred to as time-sharers or time-sharing partners. Any time-sharing arrangements shall be implemented as follows:

- 20.1 The schedules shall conform with the scheduling provisions for Full-Time nurses.
- 20.2 The division of hours over the schedule for each time-sharer shall be determined by mutual agreement between the two (2) partners and the Assistant Administrator, Resident Services.
- 20.3 The time-sharers involved will have the right to determine which partner works on a scheduled paid holiday and time-sharers shall only be required to work the number of paid holidays that a Full-Time nurse would be required to work.
- 20.4 Each time-sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- 20.5 Should one of the nurses in a Time-Sharing arrangement be absent due to illness or leave of absence, her/his partner will be offered the absent days first. Should the partner be unable to work, then the Home will replace the absent days in accordance with the Letter of Understanding on call-in for part-time nurses.
- 20.6 Time-sharers are not required to cover for their partner for vacation. Where the

time-sharers agree to cover one another for vacation, they will not be part of the vacation quota. Where the time-sharers do not agree to cover for one another, they will be part of the vacation quota.

20.7 Implementation

If a Full-Time vacancy occurs in which the parties have agreed to convert this Full-Time vacancy together with the Part-Time complement of this position to a time-shared arrangement then the position will be posted and awarded in accordance with the Collective Agreement.

The parties have agreed that there will not be more than fifty percent (50%) of the total number of RN positions required converted to time-sharing arrangements.

20.8 Where a Full-Time nurse wishes to share her/his position she/he may request to do so without having her/his half of the time-sharing arrangement posted. The time-sharing arrangement will be posted indicating that it is the other half of the arrangement.

Selection will be made based on the criteria as set out in the Collective Agreement, provided the current Part-Time relief nurse is not displaced from her/his shift without her/his consent.

20.9 If one of the time-sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the arrangement shall revert to a Full-Time and a Part-Time position and be filled in accordance with the Collective Agreement.

20.10 Discontinuation

The time-sharing arrangement may be discontinued at the request of one or the other time-sharer, or by the Employer because of adverse effects on resident care or other reasons which are neither unreasonable nor arbitrary.

When notice of desire to terminate is given by either party in accordance with this agreement, then:

- (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- (b) where it is determined that the time-sharing arrangement will be discontinued affected nurses shall be given sixty (60) days notice before schedules are amended.

20.11 The time-sharers will be covered by the Part-Time Collective Agreement in all respects.

## **ARTICLE 21 - PROFESSIONAL RESPONSIBILITY**

In the event that the Employer assigns a number of patients or a work load 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, and/or work in a manner which is inconsistent with proper patient care, she/he or they may:

- (a)
  - i) Complain in writing to the Association/Management Committee within thirty (30) calendar days of the alleged improper assignment. The Chairperson of the Nursing Committee shall convene a meeting of that Nursing 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 from a panel of independent Registered Nurses who are well respected within the profession and who shall act as Chairperson.
  - iii) Within fourteen (14) calendar days of its appointment, the Assessment Committee shall set a date to conduct a hearing into the complaint and shall be empowered to investigate as is necessary and make what decisions it finds appropriate in the circumstances. The Assessment Committee shall report its decisions in writing, to the parties within thirty (30) calendar days following completion of its hearing.
  - iv) Representatives of the Ontario Nurses' Association have the right to participate in all stages of a professional responsibility complaint.
  - v) Attached as an Appendix \_\_ is the Professional Responsibility Complaint Form to be utilized by the parties.
- (b)
  - i) The List of Chairpersons - Assessment Committee is the following:
    1. Jane Harvey
    2. Gayle Mackay
    3. Anita Robertson

The name to be provided will be the first name on the List of Chairpersons who has not been previously assigned. When the last name on the list has been reached, the first name on the list will be the next approached, and so on in rotation.

Should the Chairperson who is scheduled to serve, decline when requested, the next person on the list will be approached to act as Chairperson.

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.
- (c) It is agreed that failure to implement the recommendations of the Assessment Committee, or the terms of any settlement of the complaint herein, or any portion thereof, is a grievance, and shall be dealt with as a grievance commencing at Step (2) of the grievance procedure, and proceed to Arbitration as provided in this Collective Agreement, if necessary.

The Board of Arbitration shall order the recommendations, or terms of settlement, into effect.

- (d) If a difference arises between the parties as to any matter concerning the Professional Responsibility Clause (including the composition or rotation of the panel), it shall be submitted directly to a Board of Arbitration in accordance with Article 9 of the Collective Agreement, which shall apply mutatis mutandis.

It is expressly understood that Article 9 notwithstanding, such Board will be empowered to do all things necessary to implement the Professional Responsibility Clause including designating the composition and rotation of the List of Chairpersons-Assessment Committee.

## **ARTICLE 22 - ORIENTATION AND INSERVICE**

- 22.1 It is agreed that an orientation and inservice program will be provided to all nurses; these programs shall be reviewed and updated from time to time by members of the Association Management Committee.
- 22.2 A newly employed nurse shall not be placed in charge, until she/he has been fully oriented to the Home, and to the area where she/he will be working.
- 22.3 The following minimums are to be observed in the orientation-familiarization of a newly hired nurse;
- (a) She/he 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; in conjunction with the Home Orientation Package.
  - (b) A period of orientation - familiarization shall be three (3) days on the day shift, one (1) shift on evenings (3 - 11) and one (1) shift on nights (11 - 7), and if the nurse is employed to work on another shift, she/he will also receive orientation - familiarization on the shift she/he is to work for the number of shifts as mutually agreed.
  - (c) She/he shall be an additional nurse to the usual staffing pattern.

- (d) 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.

22.4 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 programs shall be scheduled in a manner which will allow all nurses to attend during working hours. Nurses required to attend such programs outside their working hours, shall be paid at their regular rate of pay for all hours spent or the nurse may choose to take the equivalent time off for all hours spent outside her/his regular working hours.
- (d) Nurses involved in the organizing, preparing and presenting inservice programs at the Home, and outside the Home, on behalf of the Employer, shall be paid for all such hours involved, at their regular rate of pay as submitted by the nurse for all hours spent or the nurse may choose to take the equivalent time off for all hours spent outside her/his regular working hours.
- (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.
- (f) Each nurse shall be entitled to one (1) paid professional development day per calendar year. The nurse shall provide the Assistant Administrator of Resident Services with the request for time off and the details of the course including the date, time and cost. The Assistant Administrator of Resident Services will approve the request. The Employer agrees to pay for any transportation and registration fees to a maximum of three hundred dollars (\$300.00).

### **ARTICLE 23 - CONTRACT TERM**

23.1 This Contract supersedes and cancels any and all previous Agreements, verbal or written, between the Employer and the Association and constitutes the entire Agreement between the parties and concludes all collective bargaining negotiations for the term of the Contract, except as specifically provided herein.

23.2 This Agreement shall continue in full force and effect from the 1st day of January, 2009 to the 31st day of December, 2011 and from year to year thereafter unless, in a period of three (3) months immediately prior to the termination date of any year

thereafter either the Employer notifies the Association or the Association notifies the Employer of its desire to terminate the Agreement and there upon the Agreement shall terminate as of the 31st day of March of the year in which the notice is given. In a period of three (3) months immediately prior to expiry date of any year thereafter the Employer may notify the Association or the Association may notify the Employer of its desire to amend the Agreement in which event the notice shall set forth the nature of the amendments desired.

- 23.3 Retroactivity - The increases to the salary rates and monetary benefits shall be retroactive and applied for all paid hours for each of the nurses in the Bargaining Unit on and after the effective dates of the increases as set forth herein. Any nurse hired after those dates shall be entitled to pro rata increases from the date of employment. The Employer shall contact in writing at the last known address any nurse who has since left its employ, to inform her/him of entitlement to any retroactive adjustments, with the provision that she/he must respond to the Employer in writing within sixty (60) days of the date the letter is sent. A copy of the Employer's letter shall be sent to the Association along with a list of the names and addresses to whom the letter was sent.

All retroactivity will be paid on a separate itemized cheque not later than four (4) weeks following ratification of this Agreement by the Committee of Management - John Noble Home or date of the Arbitration award whichever is appropriate.

## **ARTICLE 24 - PSYCHO-GERIATRIC CASE MANAGERS**

- 24.1 The Psycho-Geriatric Case Managers shall be covered by all the provisions of the Collective Agreement except as modified by the following provisions and with the exception of the Registered Nurse pay grid.

(a) Hours of Work

The normal daily hours of work are 0900 hours to 1700 hours. The starting and quitting times of an individual Psycho-Geriatric Case Manager may be flexible subject to the approval of the Assistant Administrator, Resident Services.

(b) Scheduling Regulations

- i) The Psycho-Geriatric Case Manager may exercise professional judgement in self-scheduling and flexing of their time.
- ii) Lieu time may be accumulated for hours in excess of 7.5 hours in a day or 37.5 hours in a week provided such hours are professionally required. Where the reasons for working outside the hours of the day shift are not professionally required but are for personal reasons, then prior authorization shall be obtained.
- iii) Overtime pay at the rate of time and one-half shall be paid for overtime, weekend work and work on a Paid Holiday where prior

authorization has been obtained, except for when such overtime has resulted from working outside the hours of the day shift which are not professionally required but are for personal reasons as referred to in

**APPENDIX "A" - SALARY SCHEDULE**Psycho-Geriatric Case Manager

Effective	April 1, 2008	April 1, 2009	April 1, 2010
Start	\$29.47	\$30.35	\$31.26
After 1 Year	\$29.89	\$30.79	\$31.71
After 2 Years	\$30.36	\$31.27	\$32.21
After 3 Years	\$31.86	\$32.82	\$33.80
After 4 Years	\$34.73	\$35.77	\$36.84
After 5 Years	\$35.28	\$36.34	\$37.43
After 6 Years	\$37.16	\$38.27	\$39.42
After 7 Years	\$41.85	\$43.11	\$44.40
After 20 Years service with John Noble Home	\$42.58	\$43.86	\$45.18

Registered Nurse – Full-Time

Effective	April 1, 2008	April 1, 2009	April 1, 2010
Start	\$27.67	\$28.50	\$29.36
After 1 Year	\$28.08	\$28.92	\$29.79
After 2 Years	\$28.55	\$29.41	\$30.29
After 3 Years	\$29.95	\$30.85	\$31.78
After 4 Years	\$31.37	\$32.31	\$33.28
After 5 Years	\$33.14	\$34.13	\$35.15
After 6 Years	\$34.91	\$35.96	\$37.04
After 7 Years	\$36.71	\$37.81	\$38.94
After 8 Years	\$39.31	\$40.49	\$41.70
After 20 Years service with John Noble Home	\$40.00	\$41.20	\$42.44

Psycho-Geriatric Case Manager – Part-time – Includes 13%

Effective	April 1, 2008	April 1, 2009	April 1, 2010
Start	\$33.30	\$34.30	\$35.33
After 1 Year	\$33.77	\$34.78	\$35.82
After 2 Years	\$34.30	\$35.33	\$36.39
After 3 Years	\$36.00	\$37.08	\$38.19
After 4 Years	\$39.25	\$40.43	\$41.64
After 5 Years	\$39.86	\$41.06	\$42.29
After 6 Years	\$41.99	\$43.25	\$44.55
After 7 Years	\$44.12	\$45.44	\$46.80
After 8 Years	\$47.29	\$48.71	\$50.17
After 20 Years service with John Noble Home	\$48.11	\$49.55	\$51.04

Psycho-Geriatric Case Manager – Part-time – Participation in Pension Plan - 9%

Effective	April 1, 2008	April 1, 2009	April 1, 2010
Start	\$32.12	\$33.08	\$34.07
After 1 Year	\$32.59	\$33.57	\$34.58
After 2 Years	\$33.09	\$34.08	\$35.10
After 3 Years	\$34.73	\$35.77	\$36.84
After 4 Years	\$37.86	\$39.00	\$40.17
After 5 Years	\$38.46	\$39.61	\$40.80
After 6 Years	\$40.50	\$41.72	\$42.97
After 7 Years	\$42.55	\$43.83	\$45.14
After 8 Years	\$45.62	\$46.99	\$48.40
After 20 years service with John Noble Home	\$46.41	\$47.80	\$49.23

Registered Nurse – Part-time – Includes 13%

Effective	April 1, 2008	April 1, 2009	April 1, 2010
Start	\$31.26	\$32.20	\$33.17
After 1 Year	\$31.74	\$32.69	\$33.67
After 2 Years	\$32.26	\$33.23	\$34.23
After 3 Years	\$33.85	\$34.87	\$35.92
After 4 Years	\$35.45	\$36.51	\$37.61
After 5 Years	\$37.45	\$38.57	\$39.73
After 6 Years	\$39.45	\$40.63	\$41.85
After 7 Years	\$41.48	\$42.72	\$44.00
After 8 Years	\$44.42	\$45.75	\$47.12
After 20 years service with John Noble Home	\$45.20	\$46.56	\$47.96

Registered Nurse – Part-time – Participation in Pension Plan - 9%

Effective	April 1, 2008	April 1, 2009	April 1, 2010
Start	\$30.16	\$31.06	\$31.99
After 1 Year	\$30.61	\$31.53	\$32.48
After 2 Years	\$31.12	\$32.05	\$33.01
After 3 Years	\$32.65	\$33.63	\$34.64
After 4 Years	\$34.19	\$35.22	\$36.28
After 5 Years	\$36.13	\$37.21	\$38.33
After 6 Years	\$38.05	\$39.19	\$40.37
After 7 Years	\$40.01	\$41.21	\$42.45
After 8 Years	\$42.85	\$44.14	\$45.46
After 20 Years service with John Noble Home	\$43.60	\$44.91	\$46.26

The Employer agrees to implement any increases to the above salary rates as per the settlement or

arbitration award between the Ontario Hospital Association and the Ontario Nurses' Association for the participating Hospitals from April 1, 2011 to December 31, 2012. Such increases will be fully retroactive to the effective dates specified in the settlement or arbitrated award and shall be paid consistent with Article 23.3 of the Collective Agreement.

1. Note: The rate for a nurse who holds a Temporary Certificate of Registration is calculated as 0.35¢ per hour less than the appropriate RN.
2. The Part-Time Nurse hourly rate includes the 13% in lieu of fringe benefits except vacation, paid holidays or leave of absence benefits. If the part-time nurse participates in the pension plan, the percent in lieu of fringe benefits will be reduced to 9%.
3. Increments for full-time nurses shall be effective on the anniversary date of employment.  
  
Increments for part-time nurses shall be effective after each 1500 paid hours.
4. A Graduate Nurse on presentation of proof of success in passing a registration examination shall be given a Registered Nurse's salary retroactive to the date of employment or date of writing her/his examination whichever is later.
5.
  - (a) Claim for recent nursing experience, if any, shall be made in writing by the nurse at the time of hire to the Assistant Administrator, Resident Services. Once established consistent with this provision, credit for recent nursing experience will be retroactive to the nurse's date of hire. The nurse shall cooperate with the Home by providing verification of the previous experience so that her or his recent nursing experience may be determined and evaluated during her or his probationary period. Having established the recent nursing experience, the Home will credit a new nurse with one (1) annual service increment for each year of experience up to the maximum of the salary grid.
  - (b) If a period of more than two (2) 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. The Home may also give effect to part-time recent nursing experience in special circumstances.

**LETTER OF UNDERSTANDING**

Between:

JOHN NOBLE HOME FOR THE AGED

And:

ONTARIO NURSES` ASSOCIATION

RE: Mileage/Meal Allowances

In reference to Article 15.11 of the Collective Agreement, the parties have agreed that the mileage, and meal allowance will be in accordance with John Noble Home Policy No. 09-04.

Currently these rates are:	Mileage	0.49¢/km, and
	Meals	\$70.00/day

The Home further agrees to inform the Association of any change to the above Policy.

Dated at Brantford Ontario, this 3<sup>rd</sup> day of May, 2010.

FOR THE EMPLOYER

FOR THE UNION

*Aleandra Maslin*

*Sharon G. O'Neil*  
Labour Relations Officer

*Conna Stewart*

*Shirley Casper*

*John Andrews*

*[Signature]*

**LETTER OF UNDERSTANDING**

Between:

JOHN NOBLE HOME

And:

ONTARIO NURSES' ASSOCIATION

RE: Call-in for Part-time Registered Nurses

1. The Regular Part-time nurse shall be the first offered any extra shifts made available by the Full-time Nurse they so relieve (i.e., vacation, sick, stat holidays, etc.)  
For vacation, paid holidays and absence due to illness and injury of a long term nature, the Regular Part-time nurse will have 48 hours to respond as to her availability before the extra shifts are offered to other Regular Part-time or Casual Nurses.  
For short notice absence due to illness or injury and bereavement leave, it is understood that if immediate contact is not made the extra shifts will be offered to other available Registered Nurses.
2. Nurses who wish to be called for any additional shifts other than the coverage for their Full-time partner, the Regular Part-time Nurses must submit to the Staffing Clerk an availability calendar for coverage of shifts other than for their respective Full-time partner. Availability calendars will be submitted on a timely basis.
3. This availability will be used by the Staffing Clerk for all scheduling of Regular Part-time RN's.
4. Should the Regular Part-time Nurse decline such shifts, they will be offered to the remaining Regular Part-time RN's on the basis of seniority and availability.
5. The above procedure will be followed such that all Regular Part-time RN's will be offered six shifts (45 hours) in a two week period. Refusals will be considered one of the six shifts.
6. Once all Regular Part-time RN's have reached this commitment, then any additional shifts will be offered on the basis of seniority.
7. Should all Regular Part-time RN's decline these additional shifts they will then be offered to Casual RN's on an equitable basis in order of seniority.
8. This call-in procedure shall also apply for coverage of shifts of a part-time nurse who is filling a temporary full-time vacancy.
9. Where a registered nurse works on her regularly scheduled weekend off, said shift(s) will not be counted as part of the equal distribution of six (6) shifts.

Dated at Brantford Ontario, this 3<sup>rd</sup> day of May, 2010.

FOR THE EMPLOYER

FOR THE UNION

*Deanne Martin**Sharon Gill*  
Labour Relations Officer*Cornie Glover**Shirley Cooper*  
*Robson**Jean Andrews*

**LETTER OF UNDERSTANDING**

Between:

JOHN NOBLE HOME FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

The parties hereby agree as follows:

Prior to implementing any deduction from a nurse that is out of the ordinary course of one's dues deduction per month, the Home will advise the Association and the nurse, and will agree to any repayment schedule developed with the consent of the nurse and in accordance with the Employment Standards Act.

Dated at Brantford Ontario, this 3<sup>rd</sup> day of May, 2010.

FOR THE EMPLOYER

FOR THE UNION

*Alicia Martin*

*Sharon Gill*

Labour Relations Officer

*Conne Glavin*

*Shirley Cooper*

*Jan Ashworth*

*Abaker*

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**LETTER OF UNDERSTANDING**

Between:

JOHN NOBLE HOME FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

RE: Staffing

The parties have agreed to the following in respect of staffing:

- (a) The Association/Management Committee shall engage in meaningful discussions respecting the Price Waterhouse 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.
- (b) The Home will maintain at least the equivalent to the bargaining unit RN staffing hours each week that was in effective as of January 1<sup>st</sup>, 2009 for the duration of this Collective Agreement (i.e., December 31, 2011) unless the Home cannot reasonably maintain this commitment due to a decrease in Provincial funding.

Dated at Brantford Ontario, this 3<sup>rd</sup> day of May, 2010.

FOR THE EMPLOYER

*Oleona Martin*

*Corrie Glover*

*Jane Andrews*

FOR THE UNION

*Shirley Cooper*  
Labour Relations Officer

*Shirley Cooper*

*Shirley Cooper*