

**COLLECTIVE AGREEMENT**

Between:

**KNOLLCREST LODGE**  
(Hereinafter referred to as the "Employer")

And:

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

Expiry Date: March 31, 2011

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## **ARTICLE 1 – PURPOSE**

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

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Knollcrest Lodge, save and except the In-service Co-ordinator, Director of Nursing and persons above the rank of Director of Nursing.
- 2.02 (a) In order to protect the standard of nursing care, the Employer agrees that no one outside of the above-mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit except for the purpose of instruction or experimentation or on a once only basis where the immediate health of a patient requires it, if the performance of such work results in the layoff or reduction in hours of any member of the bargaining unit.
- This clause shall be interpreted so as to allow the continued assignment of duties to RPN's that overlap with the work normally performed by members of this bargaining unit, and shall also permit the assignment of the administration of medications to certified RPNs.
- (b) The Employer will not contract out registered nursing services. The Existing Registered Nurses Scheduled work shifts per week shall not be reduced as a result of contracting-out. The Employer shall endeavour to maintain the present ratio of full-time to part-time employees.
- (c) The Employer agrees that the minimum staffing level for RNs at Knollcrest will be one (1) RN per shift, as per practice as of April 1, 2003. Nothing herein prevents the Employer from creating additional RN positions at Knollcrest. If any additional RN hours are added, 2.02 (a) shall not apply so as to prevent the Employer from returning to the minimum level of RNs set out herein.
- The Employer will provide to the Union with copies of anything in the Service Agreement with the Ministry of Health and Long Term Care that it is required to post.
- 2.03 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and the *Nursing Act*.

- 2.04 A Graduate Nurse is defined as a nurse with registration incomplete, who is a graduate of a program acceptable to the College of Nurses of Ontario.
- 2.05 The word "nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- 2.06 The Employer agrees to give representatives of the Ontario Nurses' Association access to the Lodge for the purposes of discussing Association business with the Employer, such as investigating grievances, attending meetings or otherwise assisting in the administration of this Agreement.

The Employer recognizes the Staff Representative of the Ontario Nurses' Association as the sole signing authority for the Association.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Association recognizes that the management of the Lodge is fixed and shall remain with the Employer. Without restricting the generality of the foregoing, the Association acknowledges that it is the function of the Employer to:
- (a) carry out the direction of the working forces; exercise the right to plan, direct and control the operation of the Employer; exercise the right to introduce new and improved therapeutic methods, facilities and equipment; determine the amount of supervision necessary and work schedules; establish, in co-operation with the professional nursing staff, standards of care and quality; and determine the extent to which the Employer will be operated and increase or decrease in employment;
  - (b) maintain order, discipline and efficiency;
  - (c) hire, promote, demote, lay-off, recall, suspend, discharge for just cause, or otherwise discipline, provided that a claim of discriminatory promotion, or demotion, or a claim that an employee has been unjustly discharged, suspended or disciplined, may be the subject of a grievance and dealt with in accordance with the grievance procedure;
  - (d) establish and enforce reasonable rules and regulations, provided that the Employer advises the Association of changes in rules and regulations before implementation.
- 3.02 The Employer will not exercise its rights or make or enforce rules or regulations in a manner inconsistent with the provisions of this Collective Agreement.

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

- 4.01 The Employer agrees that there will be no discrimination, interference, restriction or coercion being exercised or practised with respect to any nurse by reason of age, sex, marital status, race, creed, colour, political or religious affiliation, or other factors not pertinent with respect to employment, or by reason of her membership in or activities on behalf of the Association.

- 4.02 The Employer agrees that no members of Management will seek by interference, restriction or coercion to persuade a nurse not to exercise her rights under this Collective Agreement.

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

- 5.01 The Association agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the Labour Relations Act, R.S.O. 1980, c. 228 as amended.

#### **ARTICLE 6 - ASSOCIATION SECURITY**

- 6.01 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association. The Provincial Secretary Treasurer of the Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Provincial Secretary Treasurer of the Association, monthly its cheque for the dues so deducted, along with a list of the names of the nurses and the amount of such deduction for each nurse. Each list shall show the Social Insurance Number of each nurse and the initial list shall contain the address of each nurse. The Employer also agrees to inform the Association of those nurses who are on paid leave of absence, who have terminated, or who have transferred from full-time to part-time and vice versa.
- 6.02 The Association shall indemnify and save the Employer harmless with respect to any liability for dues so deducted and remitted.
- 6.03 The Employer will provide each nurse with a T-4 supplementary slip showing the dues deducted in the previous year, for income tax purposes.

#### **ARTICLE 7 - ASSOCIATION COMMITTEES AND REPRESENTATIVES**

- 7.01 The Employer will recognize the following representation:
- (a) Two (2) nurse representatives. One of these representatives will be recognized as the Bargaining Unit President. Upon mutual agreement of the parties, the foregoing numbers may be altered from time to time.
  - (b) A Grievance Committee of three (3) nurses.
  - (c) A Negotiating Committee of two (2) nurses.
  - (d) A Nursing Committee composed of an equal number of Employer representatives and members of the Union will meet at the request of either party. The parties further agree to meet at least once every three months. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content and other matters of mutual concern. Minutes of these meetings shall be maintained.

(e) Accident Prevention - Health and Safety Committee

- i) Recognizing its responsibilities under the applicable legislation, the Employer and the Association agree that they mutually desire to maintain standards of safety and health in the Lodge in order to prevent accidents, injury and illness.
- ii) An Accident Prevention-Health and Safety Committee shall be established which is composed of an equal number of Employee and Employer representatives, but with a minimum of one (1) representative selected or appointed by the Association from amongst bargaining unit employees. The representative of the Ontario Nurses' Association will be certified as per the Occupational Health and Safety Act, or the Employer will use the funds from the ONA Education Fund as set out in Article 7.07 to pay for the representative to receive the education to become certified as soon as possible after being elected as the ONA representative. The Health and Safety Committee shall hold meetings every second month or more frequently at the call of the chair if required for jointly monitoring, inspecting, investigating and reviewing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Association. The responsibility for chairing meetings and for minutes shall be determined by the Committee.
- iii) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to safety and health.
- iv) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- v) All time spent by a member of the Accident Prevention-Health and Safety Committee attending meetings of the Committee and carrying out her duties shall be deemed to be work time for which she shall be paid by her Employer at her regular or premium rate as may be proper, and she shall be entitled to such time from her work as is necessary.
- vi) The representative selected or appointed by the Association shall be entitled to paid leave(s) of absence for education on occupational health and safety, as recommended by the Occupational Health and Safety Committee and approved by the Administrator.
- vii) Violence in the Workplace
  - A) The parties agree that violence shall be defined as any incident in which a nurse is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without

weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any nurse who believes

he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.

- B) The Employer agrees to develop formalized policies and procedures in consultation with the Accident Prevention - Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
  - C) The Employer will report all incidents of violence as defined herein to the Accident Prevention - Health and Safety Committee for review.
  - D) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new nurse's orientation and updated as required.
  - E) Subject to appropriate legislation, and with the nurse's consent, the Employer will inform the Union within three (3) days of any nurse who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.
- (viii) The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not limited to:
- Musculoskeletal Injury Prevention
  - Needle Stick Injury Prevention
  - Personal Protective Equipment
  - competency under the Act for those persons with supervisory responsibilities.

7.02 The Association will supply the Employer with the names of their representatives and any changes thereto.

7.03 The Employer shall pay all nurse representatives and all committee members their respective salaries for all time spent in the performance of their duties.

7.04 The Association shall have the right to have the assistance of representatives or consultants from outside the employ of the Employer.

- 7.05 The Employer agrees to provide a representative of the Association with a fifteen (15) minute period within the orientation program in order to meet with newly hired nurses.
- 7.06 All references to representatives and Committee members in this Agreement shall be deemed to mean representatives and Committee members of the duly chartered local.
- 7.07 An education fund will be maintained by the Employer based on the following formula:
- One hundred and twenty dollars (120.00) annually for each full time nurse  
PLUS  
Sixty dollars (\$60.00) annually for each part time nurse.
- 25% of number of nurses in bargaining unit x 4 days pay per nurse

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

- 8.01 Any nurse(s) or the Association may present a complaint at any time without recourse to the formal written procedure contained herein, but in the normal course of events grievances shall be registered with the Employer as follows:

### **STEP NO. 1**

A nurse(s) or the Association on her/their behalf or in its own stead may present a grievance in writing to the Director of Nursing. Such a grievance must be presented within ten (10) days of the date of its occurrence or when it came to the attention of the nurse or the Association. The Director of Nursing shall render a decision in writing within five (5) days following the day on which the grievance was submitted. If the decision is unsatisfactory to the nurse(s) or the Association, Step No. 2 may be followed within ten (10) days.

### **STEP NO. 2**

The grievance shall be referred to the Administrator or his designate who shall call a meeting of the Grievance Committee at the request of either party at a time mutually convenient to both parties. Within seven (7) days following the meeting or within five (5) days following submission to the Administrator, if no such meeting is held, the Administrator shall reply in writing to the nurse(s) and the Chairperson of the Grievance Committee. If the decision is unsatisfactory to the nurse(s) or the Association, it may be referred to arbitration, if it relates to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable.

- 8.02 At the first step of this grievance procedure an aggrieved nurse, if she so desires, may be accompanied by a nurse representative. At Step II of the grievance procedure a representative of the Ontario Nurses' Association may be present at the request of the local Association or the Employer, and the Employer may have such counsel and assistance as it may decide.

- 8.03 Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step.
- 8.04 When a grievance is submitted it shall be in writing, clearly setting forth the nature of the grievance, and the remedy sought.
- 8.05 Time limits fixed in the Grievance and Arbitration Procedures may be extended by mutual consent.
- 8.06 A nurse is entitled prior to the imposition of discipline, suspension or discharge, to be given written reasons for such action and the Employer must notify the nurse of her right to have an Association representative present at any meeting to be held with the Employer to discuss the discipline, suspension or discharge. If a nurse declines her right to have an Association representative present, the Employer agrees to notify the Association within three (3) days of any such discharge, discipline or suspension. Should the nurse(s) or the Association wish to file a grievance against any such discharge, suspension or discipline, it shall be reduced to writing and filed within ten (10) days. It is understood that probationary employees may be suspended or discharged for any reason, so long as the discharge or suspension was not done in a manner that was arbitrary, discriminatory or in bad faith.
- 8.07 A grievance claiming discipline, suspension or discharge without just cause may be settled by confirming the Employer's action or by reinstating the nurse and making her whole in all respects, or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitration Board.
- 8.08 Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Association has a grievance, such a question or grievance may be directly submitted to the 2nd Step of the Grievance Procedure as outlined within ten (10) working days after the circumstances giving rise to it occurred or originated therein by-passing any prior step of the Procedure.
- 8.09 The Employer may institute a grievance consisting of an allegation of a general misinterpretation or a violation of this Agreement in writing, dated and signed, by forwarding a written statement of said grievance to the local representative of the bargaining unit, with a copy to the Employment Relations Officer of the Ontario Nurses' Association, provided it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred. A meeting will then be held between the Employer and the Association within ten (10) days. The Association shall give its decision in writing within ten (10) days after receiving the written grievance, and failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with the Arbitration procedure.
- 8.10 Subject to subsection 48(16) of the Labour Relations Act R.S.O. 1995, c. 228, the time limits specified in the grievance and arbitration procedure are mandatory and not merely directory. A grievance or submission to arbitration outside the time limits herein shall be deemed withdrawn and inarbitrable.
- 8.11 All agreements reached under the grievance procedure between the Employer and its representatives, the Association and its representatives and the grievor will be final and binding upon the Employer, the Association and the grievor involved.

- 8.12 The Employer will provide the necessary facilities for grievance meetings.
- 8.13 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within ten (10) days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a third person who shall be Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario, upon request of either party.
- (b) Within ten (10) days of the receipt of notice referred to in Article 8.13 (a) above, either party may require a process for a sole arbitrator, selected from the panel set out in Schedule "C", where the grievance concerns:
- i) a job posting
  - ii) a short term layoff
  - iii) responsibility pay, premiums, overtime and call-in pay
  - iv) entitlement to leave
  - v) scheduling issues
  - vi) any other grievance as mutually agreed
- All references in Article 8 to an Arbitration Board shall be taken to include a sole arbitrator.
- Once appointed the sole arbitrator shall have the power to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 8.14.
- 8.14 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision is final and binding upon the parties, and upon any nurse affected by it.
- 8.15 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it nor shall any practices or customs become binding unless reduced to writing by the Association and the Employer.
- 8.16 The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.
- 8.17 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own appointee and one-half (1/2) of the expenses and fees of the Chairperson.

- 8.18 Upon mutual agreement of the parties in writing, a single arbitrator may be substituted for the Board of Arbitration. In such a case, all of the other provisions of this Article shall continue to apply as with the Board of Arbitration.
- 8.19 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 8.20 Any time limits referred to in the Grievance and Arbitration Procedures shall be exclusive of Saturdays, Sundays, Paid Holidays and the days off of the aggrieved nurse.

### **ARTICLE 9 - JOB SECURITY**

- 9.01 (a) The Employer shall keep up-to-date separate seniority lists for both full-time and part-time nurses and shall forward three (3) copies of same to the Association which shall be posted thirty (30) days after the signing of this collective Agreement and by January 31st thereafter.
- (b) Seniority for full-time nurses shall be defined as the length of employment with the Employer since date of last hire.
- (c) Seniority for part-time nurses shall be based on the total number of hours worked since the date of hire.
- (d) It is agreed that 1500 hours of part-time seniority shall be the equivalent of one year of full-time seniority and vice-versa.
- 9.02 Newly employed nurses shall be considered probationary for sixty (60) worked tours or six (6) months, whichever comes first. If retained, the nurse shall be credited with seniority from date of hire, to be calculated in accordance with Article 9.01.
- Only one probationary period need be completed by a nurse irrespective of her change in status from full-time to part-time or vice versa.
- The release of a probationary nurse shall not be subject to the grievance procedure unless the nurse is released for exercising her rights under this Agreement, or the decision to release her has been arbitrary, discriminatory, or in bad faith.
- 9.03 In the case of all vacancies, the Employer will post notices of such vacancies, stating the area of the vacancies, in locations to be determined mutually for six (6) calendar days prior to making an appointment to any such position in order that any interested nurse may apply. A copy of such notice shall be sent to the Association. The name(s) of the successful applicant(s) shall be posted by the Employer.
- 9.04 A nurse may make a written request for transfer by advising the Lodge and filing a request for transfer indicating her name, qualifications and requested area of assignment. A request for transfer shall become active as of the date it is received by the Lodge and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filing of a posted vacancy.

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

- (a) ability, experience and performance, and
- (b) seniority.

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

9.06 Layoff and Recall

- (a) Where there is a reduction in the regularly scheduled hours of work of any nurse, the Employer shall layoff such nurse in order of seniority with the most junior nurse being laid off first.
- (b) Nurses shall be recalled in reverse order of layoff.
- (c) All nurses who are on layoff will be given job opportunity before any new nurse is hired.
- (d) No nurse may be laid off until she has received twenty-one (21) calendar days' notice of layoff or pay in lieu thereof.

9.07 The Employer will outline to the nurse(s) selected to fill a temporary vacancy, caused by whatever reason, the conditions and duration of such vacancy. In any event, such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy. A nurse who is absent due to illness or leave of absence shall have the right to return to her former position.

- 9.08 (a) A nurse who has been requested to substitute temporarily in a classification that is excluded from the bargaining unit, may refuse to do so. If she consents she shall be deemed to be covered by the Collective Agreement, but shall be compensated in accordance with the excluded classification.
- (b) The Employer agrees to provide adequate orientation to a nurse to fill the role of these positions.

9.09 All seniority, vacations and other credits obtained under this Agreement shall be retained and transferred with the nurse if she changes her status from full-time to part-time and vice versa, on the basis of 1500 part-time hours worked being the equivalent of one (1) year full-time employment and vice versa.

9.10 Seniority and service shall be retained and accumulated when a nurse is absent from work under the following circumstances:

- (a) when on an approved leave of absence with or without pay not exceeding thirty (30) continuous calendar days;
- (b) when in receipt of sick leave credits;
- (c) when in receipt of Workplace Safety and Insurance Board benefits;

(d) when on pregnancy or parenting leave.

9.11 Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:

- (a) when on an approved leave of absence without pay exceeding thirty (30) continuous calendar days;
- (b) when absent on account of accident or illness and not in receipt of sick leave credits, or of Workplace Safety and Insurance Board Benefits;
- (c) when absent due to lay-off;

9.12 A nurse shall lose all seniority and shall be deemed to have quit the employ of the Employer if she:

- (a) resigns;
- (b) is discharged for cause and the discharge is not reversed through the grievance procedure;
- (c) is absent for three (3) consecutive scheduled days without notifying the Employer unless a satisfactory reason is given, and such employee shall be deemed to have quit the employ of the Employer without notice;
- (d) fails to contact the Employer for the purpose of making arrangements for return to work within two (2) weeks from the receipt of a notice of recall sent by Registered Mail, after layoff. The notice shall be sent to the address of the employee, last on file with the Employer, and a copy shall be sent to the Local Association;
- (e) is laid off for more than twelve (12) consecutive months.

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

10.01 In the event that it is deemed necessary by the Employer to file a report of censure regarding an infraction of rules or nursing practice by a nurse, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the nurse involved with a copy to the Association. Such censure shall be removed from the nurse's file after a period of twelve (12) months, and shall not thereafter be used against her. Upon request, a nurse may review her personal file in the office of the Director of Nursing.

#### **ARTICLE 11 - LEAVES OF ABSENCE**

11.01 Written requests for leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be as far in advance as possible, and a written reply will be given within seven (7) days of the date of such request, except in cases of emergency in which case a reply will be given as soon as possible. If the leave of absence is denied, such written reply shall contain the reasons for the denial. Requests for leave of absence shall not be unduly withheld. It is understood

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

11.02 Nurses will be allowed leave of absence with pay to attend workshops which are employment related and professional meetings. Selection of the nurses shall be made on an equitable basis from those who apply to attend such programs.

11.03 Leave of absence with or without pay and without loss of seniority will be granted by the Employer, if possible, to any nurse who wishes to enrol in a post-graduate course, certificate or degree course from a university or community college or other institution offering employment related courses.

11.04 Compassionate Leave

In the event of the death of a nurse's spouse (including common-law spouse), child, ward, parent, guardian, brother, sister, mother-in-law, father-in-law, foster parent, step-child, grandparent, grandchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, or relative living in the same household, such nurse shall be granted three (3) consecutive days off, without loss of her regular pay for her scheduled hours. It is recognized that additional leave where necessary shall be deducted from sick leave credits. In cases where travel time is required additional leave of absence, with or without pay, may be granted by the Employer.

11.05 Pregnancy/Parental Leave

(a) Pregnancy/Parental leave will be granted in accordance with the provisions of the Employment Standards Act (ESA) as amended from time to time and as follows:

- i) the service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.
- ii) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- iii) A nurse shall continue to accumulate service and seniority rights throughout the leaves as set out herein. The Employer will continue to make the contributions required of it under this collective agreement unless the nurse specifically requests the Employer not to do so in writing, and provided the nurse makes any contributions that may be required of her under this collective agreement.
- iv) "Parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own , and "child" has a corresponding meaning.
- v) Unless otherwise agreed the Employer will hire a temporary replacement. Nurses newly hired to replace nurses who are on pregnancy and or parental leaves may be released and such release

shall not be the subject of a grievance or arbitration. If retained by the Employer in a permanent position, the nurse shall be credited with service and seniority from date of hire subject to successfully completing her probationary period.

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

- vi) Upon the conclusion of a nurses' leave under this Article, the Employer shall reinstate the nurse to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not. This provision does not apply if the employment of the nurse is ended solely for reasons unrelated to the leave.
- vii) A nurse who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 22 and/or 23 of the Employment Insurance Act shall be paid a supplemental unemployment benefit. The benefit will be the equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly employment insurance benefits and any other earnings. Such payment shall commence following the completion of the two week employment insurance waiting period, and receipt by the Lodge of the nurse's employment insurance cheque stub as proof that she is in receipt of employment insurance parental/pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of twenty-five (25) 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. For a part-time nurse, the regular weekly earnings shall be determined by multiplying her regular hourly rate by her average weekly hours, and the regular hourly rate shall include the percentage-in-lieu.

(b) Pregnancy Leave

- i) A nurse shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery, or the date on which she gives birth.
- ii) Pregnancy leave ends seventeen (17) weeks after it began, unless she gives the Employer four (4) weeks written notice that she wishes to end her leave at an earlier date.

(c) Parental Leave

- i) A nurse shall be granted up to thirty-seven (37) weeks of unpaid parental leave. Where pregnancy leave is also taken, parental leave must commence immediately following pregnancy leave. In all other cases parental may commence no later than fifty-two (52) weeks of the child being born or coming into care for the first time.

- ii) Parental leave ends thirty-five (35) weeks after it began if the nurse also took pregnancy leave, and thirty-seven (37) weeks after it began otherwise.

11.06 If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a legal proceeding including arbitration hearing(s) in connection with a case arising from her duties at the Lodge, or hearing before the College of Nurses, the nurse shall not lose her regular pay because of such attendance providing that she:

- (a) notifies the Employer immediately upon her notification that she will be required to attend court;
- (b) presents proof of service requiring her attendance;
- (c) promptly repays the amount (other than expenses) paid to her for such service or attendance to the Employer.

11.07 Association Leave

- (a) Board of Directors

Nurses elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leave. During such leave of absence, salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer in the amount of the daily rate of the nurse, excluding benefits.

- (b) President

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

- (c) Leave for Association Business

The Employer agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences and conventions. The number of nurses in accordance with this clause will be limited to a total of two nurses from both full-time and part-time at any one time. As much advance notice as possible but not less than forty-eight (48) hours' notice in writing will be given. The cumulative total of thirty-five (35) working days per calendar year will be granted. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Local Association agrees to reimburse the Employer in the amount of the full cost of such salary.

11.08 Pre-Paid Leave Plan

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

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXIII 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 Administrator 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 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Lodge.
- (d) Written applications will be reviewed by the Administrator or his 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. One nurse shall be allowed to enter the plan each year.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse.
- (f) The manner in which the deferred salary is held shall be decided by the nurse and the Lodge.
- (g) All deferred salary, plus accrued interest, 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 Lodge and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given the Administrator. Deferred salary, plus accrued interest, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Lodge plus accrued interest, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Employer will hire a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable

replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest paid out to her within a reasonable period of time.

- (l) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Lodge in order to authorize the Lodge to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 11.09 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.

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

**ARTICLE 12 - PAID HOLIDAYS**

12.01 All nurses shall receive the following holidays with pay:

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

12.02 When a full-time nurse works on a holiday she shall receive premium pay:

- (a) at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours worked on such a holiday and such nurse shall receive another day off with pay, or at the option of the nurse,
- (b) two and one-half (2 1/2) times for the first seven and one-half (7 1/2) hours worked on the holiday.

12.03 (a) Part-time nurses shall be entitled to the holidays specified in 12.01, provided they

- i) have been employed for at least three (3) months, and
- ii) earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the holiday, and

- iii) worked their scheduled regular day of work preceding and their scheduled regular day of work following (unless excused by the employer for their absence).
  - (b) When a part-time nurse works on a holiday she shall receive premium pay at the rate of time and one-half (1 1/2) for the first 7.5 hours worked on such a holiday and such nurse shall be paid another day's pay if qualified under 12.03 (a).
  - (c) Effective December 27, 2003, Article 12.03 no longer applies to part time nurses and holiday pay is deemed to be included in the nurses' payment in lieu of benefits payment. Where a part time nurse works on a paid holiday after December 27, 2003 she shall receive premium pay at the rate of time and one-half (1 1/2) for the first 7.5 hours worked on such a holiday.
- 12.04 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.
- 12.05 When a holiday falls within a nurse's vacation period, it shall be added to the end of her vacation or scheduled at a mutually agreeable time.
- 12.06 Lieu days off with pay earned in accordance with Article 12.02 shall be scheduled concurrently with scheduled weekends off, vacation, or at a mutually agreeable time.
- 12.07 The Employer shall arrange for paid holidays off to be divided equitably among the nurses.
- 12.08 When a nurse is scheduled off on a weekend, she shall also be scheduled off on the Monday or Friday holiday that occurs in conjunction with such weekend. If the nurse is scheduled to work on a weekend she shall also be scheduled to work on the Monday or Friday holiday that occurs in conjunction with such weekend.

### **ARTICLE 13 – VACATIONS**

- 13.01 For the purposes of calculating vacations and eligibility the vacation year shall be the anniversary date of employment. Vacation schedules shall be posted on May 1st in each year. Nurses will submit their written request for vacation not later than April 1st of any year.
- 13.02 (a) All Full-time nurses shall be granted vacations with pay as follows:
- i) less than one (1) year of employment  
- 1.25 days per months of employment
  - ii) more than one (1) year of employment but less than three (3) years of employment  
- 3 weeks' vacation
  - iii) more than three (3) years employment but less than fourteen (14) years - 4 weeks' vacation.

- iv) more than fourteen years of employment  
- 5 weeks' vacation.
- v) more than twenty-two years of employment  
- 6 weeks' vacation
- vi) effective 2008 year vacation –  
more than twenty-eight (28) years of employment  
- 7 weeks' vacation

(b) All part-time nurses shall be granted vacation on the following basis:

- i) less than one (1) year - 6% vacation pay
- ii) more than one (1) year but less than 3 years  
- 6% vacation pay
- iii) more than three (3) years but less than fourteen (14) years  
- 8% vacation pay.
- iv) more than fourteen (14) years but less than twenty-three (23) years  
[effective for the 2003 Vacation year amend to less than twenty-two  
(22) years] - 10% vacation pay
- v) more than twenty-two (22) years of employment  
- 12% vacation pay
- vi) effective 2008 year vacation –  
more than twenty-eight (28) years of employment  
- 14 % vacation

13.03 Nurses shall not be entitled to accumulate vacation beyond one (1) year's entitlement. However a nurse may make a special request and such request shall not be unreasonably withheld.

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

13.05 Nurses may request to draw vacation days in advance. Should any nurse terminate prior to completing the service requirements to earn such days, appropriate deduction shall be made from her termination pay.

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

13.07 (a) Vacations may be taken any time of the year. The Employer will grant all requests, subject to any vacation quotas which shall not be unduly restrictive. Vacation shall not be unreasonably withheld.

(b) In the event of conflicts, seniority shall prevail.

(c) The weekend prior to a nurse's vacation shall be scheduled as a weekend off unless otherwise requested.

- (d) All vacation shall be scheduled to commence on a Monday unless otherwise requested by the nurse.
  - (e) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- 13.08 For the purpose of vacation entitlement, fifteen hundred (1,500) hours of part-time service shall equal one (1) year of full-time service and vice versa.
- 13.09 At the request of a full-time nurse, vacation pay calculated on current earnings will be paid to her on the pay date immediately preceding her vacation.
- 13.10 If preferred a nurse may take up to five (5) days of vacation in single days.

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

- 14.01 Sick leave means the number of scheduled working days a full-time nurse is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Board Act, R.S.O. 1997, c. 539 as amended.
- 14.02 Full-time nurses who have acquired seniority standing will become eligible for one and one-half (1 1/2) days of sick leave per month of continuous employment since last date of hire. Any unused sick leave will accumulate to the full-time nurse's credit and such unused sick leave may accumulate to a maximum of one hundred and fifty (150) days.
- 14.03 Sick leave currently standing to the credit of a nurse at the date of signing of this Agreement shall be deemed to be earned sick leave, and two (2) months after the signing of this Agreement and by January 15th of each year, the Employer will notify the full-time nurse of the amount of unused sick leave standing to her credit.
- 14.04 Sick leave is payable and deduction shall be made from accumulated sick leave, for all days absent for sick leave as defined in 14.01. Five (5) days of accumulated sick leave per year may be used by a nurse in cases of family illness or emergencies and also medical appointments.
- 14.05
- (a) Where a nurse
    - i) reports to work but is unable to complete her tour due to sickness, and
    - ii) works less than one-half ( 1/2) of the tour, she shall be deducted one-half ( 1/2) a sick leave credit.
  - (b) Where a nurse,
    - i) reports to work but is unable to complete her tour due to sickness, and
    - ii) works more than one-half ( 1/2) her tour, no deduction shall be made.

- 14.06 If a full-time nurse is prevented from working for the Employer on account of an occupational illness or accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, the Employer, upon application from the nurse, will supplement the award by the Workplace Safety and Insurance Board for loss of wages to the nurse by such an amount that the award of the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Employer, will equal one hundred per cent (100%) of the nurse's regular earnings to the limit of a nurse's sick leave credits.
- 14.07 A nurse shall be entitled to a cash settlement of
- (a) one hundred percent (100%) of her unused sick leave credits in the event of death or retirement at age 65, and
  - (b) fifty percent (50%) of her unused sick leave credits in the event of termination of employment. Such cash settlement shall be at her then current salary.
- 14.08 A newly employed full-time nurse who has completed her probationary period who is absent from work for illness or accident before accumulating sufficient days to cover the illness days may draw in advance the days she would accumulate before the completion of one year's service to a maximum of ten (10) days. Should the full-time nurse terminate prior to completion of one year's service, she must reimburse the Employer when she leaves from her terminal pay the portion of sick leave paid in advance and not yet earned.
- 14.09 Payment of all sick leave credits shall be at the nurse's basic straight time rate of pay. Sick leave credits paid shall be deducted from the nurse's accumulated sick leave credits.
- 14.10 Upon absence due to illness of three (3) or more days the Employer may request the employee to provide proof of illness.
- 14.11 If a full-time nurse transfers to part-time, she may elect to receive a cash settlement as per Article 14.07, or to put her sick leave in a bank to be utilized if ill while part-time. If she resigns while on part-time, she shall receive payout of her unused bank as outlined in 14.07.
- 14.12
- (a) The Employer shall pay the full cost for a Long Term Disability (LTD) Insurance Plan for all full-time nurses.
  - (b) The plan will provide coverage for 70% of a nurse's gross earnings and will be payable when a nurse is totally disabled from performing all of the functions of her own occupation for a maximum period of 2 years; thereafter LTD benefits will be payable if the nurse is totally disabled from engaging in any gainful employment for which she is or becomes qualified by education, training, or experience. LTD benefits will be offset by benefits payable from other group plans only to the extent that the total benefits payable would exceed 70% of earnings. Payment to the nurse will begin after fifteen (15) weeks of continued illness or disability and will continue as long as she is disabled or until she reaches age 65 years which ever occurs first. The

fifteen (15) week wait period will not apply when an illness or disability recurs within six (6) months of a nurse's return to work.

LTD benefits will continue to be payable when a claimant enters a program of rehabilitative employment.

- (c) A nurse who is no longer deemed disabled within the first two (2) years under the provisions of the LTD plan shall be placed in her former position with the Lodge. However, if a nurse is no longer capable of performing all of the normal functions of her work, the Lodge will attempt to establish a special classification, which takes into consideration her capabilities, at an agreed upon salary.

## **ARTICLE 15 - HOURS OF WORK AND WORKING CONDITIONS**

- 15.01 (a) The normal shift shall be composed of 7.5 consecutive hours, exclusive of meal time. The normal work week for a full-time nurse shall be composed of five (5) tours, that is 37.5 hours per week.
- (b) The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or otherwise.

15.02 A meal time of one-half ( 1/2) hour shall be scheduled away from the floor during a nurse's tour of duty.

15.03 A rest period of fifteen (15) minutes will be granted during each half tour. Nurses will have the option of taking one rest period of thirty (30) minutes per tour.

### 15.04 Scheduling Regulations

The following scheduling regulations shall apply:

- (a) Nights will be the first shift of the day.
- (b) Two (2) consecutive days off will be scheduled during each work week. Schedules may however be agreed upon to provide for up to seven (7) consecutive days of work as long as four (4) days off are scheduled in a two (2) week period.

It is agreed that days off shall be consecutive and that no single days off shall be scheduled.

- (c) Time schedules shall be posted four (4) weeks in advance and shall cover a four (4) week period. The Employer will endeavour to accommodate requests by nurses for specific days off and also requests for changes in the posted time schedules once the schedule has been posted. It is understood that such a change of shift requested by the nurse shall not result in overtime compensation or payment.
- (d) The Employer will normally schedule each nurse off every second weekend. A nurse will receive premium payment in accordance with Article 15.05 for all

regular hours worked on a second and subsequent consecutive weekend except where:

- i) such weekend is being worked by the nurse to satisfy specific days off required by such nurse; or
  - ii) such nurse has requested weekend work; or
  - iii) such weekend is the result of an exchange of shift with another nurse.
- (e) Nurses shall be scheduled off for at least four (4) calendar days at either Christmas or New Years. The Employer shall make all efforts to schedule up to six (6) days off where practicable. Where the Employer schedules only four (4) days off, a formal explanation shall be provided to the Association. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day. Time off at New Year's shall include New Year's Eve and New Year's Day. Scheduling provisions in paragraph 15.04 (b), (c) and (d) shall be waived between December 15 and January 7 to accomplish this time off.
- (f) A nurse who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the Employer, if her regular duties are not available.
- (g) Nurses shall not be scheduled or required to work in excess of the normal daily or weekly hours without their consent, except in situations of unexpected urgency where the Employer has attempted unsuccessfully to staff as required.
- (h) At least sixteen (16) hours time off shall be scheduled between a change of tours of duty and at least forty-seven (47) hours time off be scheduled following night duty.
- (i) The shifts available to part-time nurses shall be distributed on an equitable basis.
- (j) A nurse requesting specific tours on a permanent basis will be given consideration, if convenient to the Employer, to make such an arrangement. Such arrangement shall be terminated at the request of the nurse.
- (k) A weekend off shall be defined as sixty-four (64) consecutive hours off between the end of the Friday day shift and the start of the Monday day shift.
- (l) Requests for changes in posted time schedules must be submitted in writing and co-signed by the other nurse involved and approved by the Director of Nurses.

15.05

Overtime

- (a) Work in excess of 7.5 hours in a standard day shall be compensated at the rate of time and one-half (1 1/2).

- (b) A full-time nurse who is required to work on the scheduled day off shall receive overtime premium of time and one-half her regular straight time hourly rate.
- (c) Time and one-half (1 1/2) shall be paid for all work performed in excess of seven (7) consecutive tours and until two (2) consecutive days off are provided.
- (d) Time and one-half (1 1/2) shall be paid for all work performed on her second consecutive and subsequent weekend worked at the Employer's request.
- (e) Where a nurse is required to work on a paid holiday or on a tour that is paid at overtime rate and she is required to work additional hours following her full tour on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- (f) No overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her normal daily tour. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment.
- (g) Where a nurse has worked and accumulated overtime hours, such nurse shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate.

15.06 Call-In

- (a) When a nurse is called to work and reports to work outside of her regularly scheduled hours, she shall be compensated at time and one-half (1 1/2) her straight time hourly rate from the time she is called until her arrival home with a minimum of four (4) hours' pay at time and one-half (1 1/2). A nurse shall have the option of taking compensating time off at the appropriate premium rate.
- (b) Such a nurse will receive taxi fare for transportation to and from her place of employ, or a mileage allowance of thirty cents (\$.30) per kilometre with a minimum of four (\$4.00) dollars per round trip in the event that she uses her own automobile.

15.07 Short Notice Call

Where a nurse is called into work less than two (2) hours prior to the commencement of a shift and arrives not more than two (2) hours following the commencement of such shift, she will receive pay at the appropriate rate for the complete shift.

15.08 It shall be the responsibility of the nurse to consult posted work schedules. The Lodge will endeavour to provide as much advance notice as is practicable of a change in posted schedule. Changes to the posted work schedules shall be brought to the attention of the nurse. Where less than forty-eight (48) hours' notice is given personally to the nurse, time and one-half (1 1/2) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule.

This article does not apply if additional tours for part-time nurses have been requested by the nurse or mutually agreed upon by the nurse and the Employer. Notwithstanding the foregoing, where there has been mutual agreement for an additional tour with less than forty-eight (48) hours' notice, the part-time nurse shall receive a minimum payment equivalent to four (4) hours of pay at her regular hourly rate of pay.

15.09 Innovative Scheduling

Schedules that are inconsistent with the Collective Agreement provisions may be developed in order to improve quality of working life, support continuity of resident care, insure adequate staffing resources, and support cost efficiency. The parties agree that such innovative schedules may be determined locally by the Employer and the Association, subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Employer and the Union.
- (b) These schedules may pertain to full time and/or part time employees.
- (c) The introduction of such schedules and trial periods, if any, shall be determined by the local parties. Such schedules may be discontinued by either party with notice as determined through local negotiations.
- (d) Upon written agreement of the Employer and the Union the parties may agree to amend collective agreement provisions to accommodate any innovative scheduling.
- (e) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

**ARTICLE 16 - HEALTH PROGRAMME**

16.01 A nurse who contracts any infectious diseases shall receive full treatment and medication at the expense of the Employer.

16.02 The Employer will endeavour to provide:

- adequate and separate change room with toilet facilities
- individual lockers
- adequate and separate lounge facilities.

**ARTICLE 17 – BENEFITS**

17.01 The Employer agrees to pay one hundred percent (100%) of the billed premium for the following:

Health and Welfare Benefits

- (a) Blue Cross Blue Chip Plan - no deductible for extended health care benefits, including vision care and hearing aids;

Effective April 1, 2010, increase vision coverage to \$225.00.

Hospital in-patient coverage will be the standard, ward room.

- (b) Blue Cross Dental Plan #9 based on current ODA Fee Schedule;

For new Full Time hires or nurses who become full time after May 1, 2002 premium sharing for Dental coverage will be on a 50/50 basis.

Dental recall will be amended to reflect nine (9) month recall for those eighteen (18) years and over.

- (c) Group Life Insurance - twice annual salary

The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Home will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

## 17.02 PENSION PLAN

As soon as possible following ratification/arbitration award, the Employer will enrol each nurse in the following Pension Plan.

The Employer will provide the following information to the Plan Administrator from each home electronically (where practicable) for each ONA member: their date of birth, date of hire (if part-time the total hours from date of hire), status (full-time, part-time), gender and annual compensation.

### The Nursing Homes and Related Industries Pension Plan

In this Article, the terms used shall have the meanings as described:

- .01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked, including:

- (i) The straight time component of hours worked on a holiday;
- (ii) Holiday pay, for the hours not worked; and
- (iii) Vacation pay.

All other payments, premiums, allowances etc. are excluded.

"Eligible Employee" means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy five (975) hours of service.

- .02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

- .03 The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contribution are attributable.

- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of the accountants and auditors,

shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

For further specificity, the items required for each eligible employee are:

(i) To Be Provided Once Only at Plan Commencement

Date of Hire  
Date of Birth  
Date of first Remittance  
Seniority List (for purposes of calculations past service credit).

(ii) To be Provided with each Remittance

Name  
Social Insurance Number  
Monthly remittance  
Pensionable Earnings

(iii) To be Provided Once, and if Status Changes

Address as provided to the Home  
Termination date when applicable

(iv) To be Provided Once, if they are Readily Available

Gender  
Marital Status

The parties agree that the group RRSP will remain in place until the members are enrolled in the NHRIPP. At that point no further remittances will be made to the group RRSP and all remittances will be made solely to the NHRIPP.

The Employer shall make available a group RRSP with the following details. The Bargaining Unit Members shall have input in deciding the type of Plan.

(a) Eligibility: Any member of the bargaining unit.

(b) Contributions: Employee: No minimum contribution, maximum contribution up to the maximum allowed by Revenue Canada.

With two weeks' notice to the Employer, the nurse can opt to change her contributions to the plan. Contributions shall be made by payroll deduction.

- (c) Employer: The Employer will contribute five percent (5%) of the nurse's salary up to the Y.M.P.E. maximum and six percent (6%) on the remaining salary.
- (d) Investment Options: For each contribution, the nurse decides which investment option she will choose.
- (e) Termination: The nurse may withdraw from the group RRSP at any time.

If the nurse terminates or is terminated before retirement, the monies contributed to the group RRSP by herself and by the Employer shall be dealt with at her discretion, subject to any legislative restrictions. If the nurse dies before retirement, her estate or named beneficiary will receive the accumulated funds. If the beneficiary is a spouse the money may be transferred to another RRSP at the option of the beneficiary.

- (f) Tax: The Employer will reduce income tax deductions due to plan participation, at the request of the nurse.

17.03

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

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence of WSIA, and will continue to pay its share of the premium for the benefit plans in accordance with the Employment Standards Act for employees who are on pregnancy/parental leave. It is understood that the obligation of the employer to pay its share of the health and welfare benefits while an employee is on WSIA shall continue only so long as the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.

- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (f) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) Notwithstanding 11.08 (e), when an employee is on an educational leave under Article 11.03 above, she will continue to accumulate seniority for up to one (1) academic year. The employee will have the option of remaining in the benefits plans provided she pays the total cost of such benefit premiums subject to clause (a) above. Seniority for part-time will be based on average over the last twenty-six (26) weeks prior to Leave of Absence.
- (i) In cases of absences for pregnancy and parental leave under the Employment Standards Act, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

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

17.04 The current plans remain in place per the collective agreement until age 70, save and except for Group Life which is reduced to 50% of the face value for fulltime employees. Article 14.12. (LTD) coverage ceases at 65.

At age 70, (or at such age as employees are no longer entitled to contribute to a pension plan), the Employer's pension contribution for participating employees will be added to the payment in lieu of benefits.

## **ARTICLE 18 - PROFESSIONAL RESPONSIBILITY**

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

- (a)
  - i) Complain in writing to the Nursing Committee within ten (10) calendar days of the alleged improper assignment. The Chairman of the Nursing Committee shall convene a meeting of the 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 five (5) calendar days of the meeting of the Nursing Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Association, one chosen by the Employer, and one chosen from a panel of four independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel shall act as Chairperson.

- iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to properly assess the merits of the complaint. The Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of its hearing. The decision of the Assessment Committee will be final and binding upon the parties.
- (b)
  - i) The list of Chairpersons - Assessment Committee is attached to and forms part of this Agreement.
  - 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.

**ARTICLE 19 – MISCELLANEOUS**

- 19.01 The Employer shall provide bulletin boards for the use of the Association.
- 19.02 A copy of this Agreement in mutually agreed form will be issued to each nurse now employed and as employed.
- 19.03 The Employer shall continue to provide adequate and accessible parking space and protection for the nurses without charge.
- 19.04 Payroll Policies  

Pay slips are to be issued on a regular day of the week, with a clarified itemized statement of all deductions, premiums and changes of increments in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above on the date of termination.
- 19.05 The Employer agrees to share its policy in respect of Violence and Harassment with the Association. The Association may provide comments on the policy.

**ARTICLE 20 - SALARY AND WAGE RELATED COMPENSATION**

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

**ARTICLE 21 – DURATION**

- 21.01 This Agreement shall remain in full force from the 1st day of April, 2008 until the 31st day of March, 2011 and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of proposed revision, addition or deletion to the Agreement, or any of its provisions. Such notification will be made within ninety (90) days prior to the termination of this Agreement or in any year thereafter.

Signed in Milverton, Ontario, this 5<sup>TH</sup> day of May, 2010.

FOR THE EMPLOYER

Susan Lee

Victoria Stewart

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FOR THE UNION

Maureen Deegan  
Labour Relations Officer

Richard Munn Rep

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## SCHEDULE "A"

### A.01 Full-Time Nurses

The parties agree that the salaries for Registered Nurses at Knollcrest Lodge shall be the same as those received by nurses in hospitals represented by the Ontario Nurses' Association. Hence, the salary increases awarded to the hospital nurses shall be implemented at Knollcrest Lodge as set out in A.06.

### A.02 Part-Time Nurses

Effective December 27, 2003 Payment in Lieu of Benefits shall be in the amount of thirteen percent (13%) and will be reduced to nine percent (9%) if the nurse is participating in the group RRSP plan.

Effective for all paid holidays falling after December 31, 2003, holiday pay will be deemed to be included in the percentage in lieu of payment in the group RRSP plan.

### A.03 Tour Differential and Weekend Premium

Effective April 1, 2010, a nurse shall be paid a shift premium of one dollar and forty cents (\$1.40) per hour for each hour worked between the hours of 1430 and 2230 hours. Shift premium will not form part of the nurse's straight time hourly rate.

Effective April 1, 2010, a nurse shall be paid a night shift premium of one dollar and sixty-five cents (\$1.65) per hour for each hour worked between the hours of 2230 and 0630 hours. Shift premium will not form part of the nurse's straight time hourly rate.

Effective April 1, 2010, a nurse shall be paid a weekend premium of one dollar and eighty cents (\$1.80) per hour for each hour worked between 2230 hours Friday and 2230 hours Sunday. If a nurse is receiving premium pay under Article 15.04(d) with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

### A.04 Responsibility Allowance

(a) A nurse who is assigned the responsibility of relieving the Director of Nursing shall be compensated at the rate of twelve dollars (\$12.00) per shift. If a nurse is not assigned the nurse in charge of the 6:30 a.m. and 2:30 p.m. shift will receive a premium of \$12.00 per shift.

(b) The Board of Directors agree that, at the time a new resident classification funding is implemented, they will meet with the Association to consider a responsibility allowance for nurses who are in charge of the building.

A.05 If the Director of Nurses is absent on a day that the Doctor makes rounds a nurse shall be assigned the responsibility of relieving her.

A.06 Recognition of Experience

Effective May 8, 2003, nurses shall receive recognition for recent related nursing experience as follows:

- (a) One annual increment for each year of experience up to and inclusive of the maximum pay level on the wage Grid, subject to verification by the Employer.
- (b) Annual increments shall be paid on each full-time nurse's anniversary date of employment and after each two hundred (200) tours worked (1500 hours worked) in the case of part-time nurses.
- (c) Nurses who change their status from full-time to part-time and vice versa will maintain their same level on the salary grid.
- (d) All nurses presently in the Bargaining Unit shall be placed on the salary grid as outlined in (a) above. Where, an RN currently on staff is being paid at a level lower than the maximum of the pay grid, and her experience would result in a pay level above level 6, her pay will be adjusted to the higher pay level upon receipt of satisfactory evidence to the Director of Nurses. The adjustment will apply from the first full pay period following ratification provided the evidence is presented within (6) weeks of the date of ratification by the Association. Where the application is made after a period of six (6) weeks has elapsed, any approved pay adjustment will be effective from the beginning of the first full pay after the date of her application.

A.07 Retroactivity

All awards and agreements which affect money payments by the Lodge to individual nurses shall be retroactive to April 1, 2008 and that all employees who are entitled to any such payments should receive such retroactive amounts as appropriate.

Such retroactive pay shall be paid out within three (3) pay periods (approximately six (6) weeks) of the signing of the Memorandum of Settlement or release of the award.

Failure to make such retroactive payment within the above specified time frame shall result in the payment of interest (calculated at the one year term deposit bank rate for each month) until such monies owing are paid.

The Lodge shall be responsible to contact in writing at their last known addresses any employees who have left the employment of the Lodge and/or the bargaining unit since March 31, 2006 to advise them of their entitlement to any retroactive adjustment as soon as possible following ratification by the Association. Such employees will have a period of thirty (30) days after the mailing of the notice in which to claim such adjustments.

A.08 All changes in salary, whether the result of promotion, demotion, filing with the Employer of proof of registration or attainment of a service anniversary shall be effective on the date of such occurrence.

A.09

Re-alignment of Duties and Establishment of New Positions

When the duties of a position covered by this Agreement are substantially changed or when a new position appropriately covered by this Agreement is established, notification of the change and the job description will be forwarded to the Association and the salary shall be negotiated. If the parties are unable to agree, such a dispute may be submitted to arbitration and the Board of Arbitration shall have jurisdiction to determine the salary rates payable to the new or changed position. The Board of Arbitration is limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Lodge and the duties and responsibilities of the new or changed classification. The salary shall be retroactive to the time the position was first filled by the nurse.

**SCHEDULE "A"**

**RATES OF PAY**

Wage increases:

The parties have agreed to the Hospital wage rates on Hospital dates for the agreed three-year term extending from April 1, 2008 to March 31, 2011, namely 3.25%, 3% and 3% across-the-board increases, with the part-time nurses to have the percentage in lieu figures added to the hourly wage rates.

**Full-time RN Salary Ranges**

	Effective	Effective	Effective
	April 1, 2008	April 1, 2009	April 1, 2010

	<b><u>1-Apr-08</u></b>	<b><u>1-Apr-09</u></b>	<b><u>1-Apr-10</u></b>
Start	27.67	28.50	29.36
1 Year	28.08	28.92	29.79
2 Years	28.55	29.41	30.29
3 Years	29.95	30.85	31.78
4 Years	31.37	32.31	33.28
5 Years	33.14	34.13	35.15
6 Years	34.91	35.96	37.04
7 Years	36.71	37.81	38.94
8 Years	39.31	40.49	41.70
25 Years	40.00	41.20	42.44

Part-time RN Salary Ranges: will have percentage in lieu added to these hourly rates.

**SCHEDULE "B"**

**CHAIRPERSONS - NURSING ASSESSMENT COMMITTEE**

Ms. Anne-Maria Olikainen  
Simcoe Terrace Retirement Centre  
44 Donald Street  
BARRIE ON L4N 1E3  
Telephone: 705-722-5750  
705-737-5319

Ms. Anitta Robertson  
Registered Nurses Association of Ontario  
438 University Avenue, Suite 1600  
Toronto ON M5G 2K8  
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Ms. Joan Edwards  
40 Prince Albert Street  
OTTAWA, ON K1K 2A4  
Telephone: 613-742-7437

**SCHEDULE "C"**

**CHAIRPERSONS RE: 8.13 (B) DISPUTE RESOLUTION**

Louisa Davie

Pauline Dietrich

Jane Emrich

Barry Fisher

William Kaplan

Loretta Mikus

Richard Verity