

**COLLECTIVE AGREEMENT**

Between:

**MARYCREST HOME FOR THE AGED  
(Operating as St. Joseph's at Fleming)**

(hereinafter referred to as the "Employer")

And:

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

Expiry date: March 31, 2011

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Association, and to provide machinery for prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and salaries for all nurses who are subject to the provisions of this Agreement.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Association as the exclusive bargaining agent of all lay Registered and Graduate Nurses employed in a nursing capacity by the Marycrest Home for the Aged (operating as St. Joseph's at Fleming) in Peterborough, Ontario, save and except the Nursing Supervisor.
- 2.02 A nurse who holds a Temporary Certificate or 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 expiration of her or his Temporary Certificate of Registration, 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.

## **ARTICLE 3 - MANAGEMENT FUNCTIONS**

- 3.01 The Association acknowledges that it is the function of the Employer to:
- (a) maintain order, discipline, efficiency and in connection therewith, to establish reasonable rules and regulations;
  - (b) hire, discharge, direct, transfer, classify, promote, demote, discipline or suspend nurses provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that a nurse has been discharged, disciplined or suspended without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) to manage the Home.
- 3.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

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

- 4.01 There will be no strikes or lockouts during the term of this Agreement.

## **ARTICLE 5 - NO DISCRIMINATION**

- 5.01 The Home and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement.
- 5.02 The Association agrees that there will be no Association activity, solicitation for membership, or collection of Association dues on Home premises or during working hours except with the written permission of the Home or as specifically provided for in this Agreement.
- 5.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement or by the management employees of Marycrest on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation, or any other factor not pertinent with respect to employment or as set out in the Human Rights Code as amended from time to time.

## **ARTICLE 6 - ASSOCIATION SECURITY**

- 6.01 The Employer shall deduct once a month from the pay due to each nurse covered by this Agreement, a sum equal to the amount of monthly Association dues.
- 6.02 The Employer shall remit to the Ontario Nurses' Association its cheque for all dues so deducted, and will provide the Ontario Nurses' Association with a list showing the names, addresses, social insurance numbers, changes in classification and salaries for those nurses from whose earnings dues have been deducted.
- The Employer will also provide a list of nurses who have been hired, terminated and leave of absence granted to any such nurses and the effective dates thereof.
- 6.03 The Association shall indemnify and save the Employer harmless with respect to any liability for dues so deducted and remitted.

## **ARTICLE 7 - ASSOCIATION REPRESENTATION**

- 7.01 The Employer will recognize the following representation:
- (a) Up to three (3) nurse representatives. In the event of a grievance, any two (2) of the above nurse representatives shall constitute a Grievance Committee.
  - (b) A Nursing and Negotiating Committee which shall be composed of up to three (3) representatives. This Committee shall deal with matters of mutual concern relating to nursing care and negotiations. The Association will advise the Employer of the names of such nurses.

- 7.02 (a) The Employer agrees that the nurses involved will not suffer any loss of pay for time spent at meetings with the Employer including Health and Safety.
- (b) Nurses on a pre-scheduled night shift shall receive paid time off for the night shift prior to the day of the meeting for the purpose of negotiations. Nurses on a pre-scheduled evening shift shall receive paid time off for the evening shift on the day of the meeting for the purpose of negotiations. The Employer will not change the work schedule to avoid payment.

7.03 The Employer agrees that an Employment Relations Officer or other representative of the Ontario Nurses' Association may, at the request of either party, attend any meetings between the Employer and the various recognized committees.

7.04 The Employer agrees that an Officer of the Association or a Nurse Representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse. The interview which may be arranged individually or collectively will be scheduled at a time and place as determined by the Director of Nursing or her designee. Such interview shall be scheduled during the nurse's first [1st] month of employment.

7.05 Health & Safety

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.
- (b) A joint management and employee health and safety committee shall be constituted in accordance with the *Act*, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards. The committee shall meet at least every three months or more frequently if the committee decides.

The Employer agrees to accept as a member of its Joint Health and Safety Committee at least one (1) ONA representative selected or appointed by the Union from the Employer.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular or overtime rate.

Minutes shall be taken of all meeting and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace health & safety bulletin board.

- (c) The Employer shall provide the time from work with pay and all related tuition cost and expenses necessary to certify the worker representative.

Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part of parts thereof.

- (d) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.
- (e) The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in S. 51, S. 52 and S. 53 of the Act and the annual summary of data from the WSIB relation to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.
- (f) The Union will use its best efforts to obtain the full cooperation of its membership in the compliance of all safety rules and practices.
- (g) The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.
- (h) The parties further agree that suitable subjects for discussion at the joint Labour Management Committee will include aggressive residents.

The Employer will review with the Joint Health and Safety Committee written policies to address the management of violent behaviour. Such policies will include but not limited to:

- i) Designing safe procedures for employees.
- ii) Providing training appropriate to these policies.
- iii) Reporting all incidents of workplace violence.

(i) The Employer shall:

- i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- ii) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
- iii) ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace.

(j) A worker shall,

- i) work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- ii) use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
- iii) report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
- iv) report to his or her employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.

(k) Injured Workers Provisions

At the time an injury occurs, the injured worker's employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The employer shall pay for transportation.

(l) Infectious Diseases

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

To achieve this objective, the Joint Health and Safety Committee may review and offer input into infection control programs and protocols

including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

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

- (m) The 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
  - Training designed to ensure competency under the Act for those person with supervisory responsibilities.

## 7.06

### Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.11.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employees 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.

## 7.07

The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety

Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

It is understood that all such occurrences will be reviewed at the Resident Care Conference.

## **ARTICLE 8 - GRIEVANCE & ARBITRATION PROCEDURE**

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.
- 8.02 In all steps of this Grievance Procedure, the aggrieved nurse, if desired, may be accompanied by or represented by a nurse representative.
- 8.03 It is the mutual desire of the parties hereto that complaints of the nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she has first given the Unit Manager the opportunity of adjusting her complaint. Such complaint shall be discussed with the Unit Manager within ten (10) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse and failing settlement within five (5) days, it shall then be taken up as a grievance within ten (10) days following the Unit Manager's decision in the following manner and sequence:

### Step No. 1

The nurse may submit a written grievance on the form set out in Appendix "A", signed by her, to the Unit Manager. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Unit Manager will deliver her decision in writing within five (5) days of the submission of the grievance. Failing settlement, then:

### Step No. 2

Within five (5) days following the decision in Step No. 1, the nurse may submit the written grievance to the Director of Resident Care who will deliver her decision, in writing, within five (5) days from the date on which the written grievance was presented to her. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

### Step No. 3

Within ten (10) days of receiving the decision under Step 2, the grievance, in writing, may be referred to the Chief Executive Officer who shall call a meeting of the Grievance Committee within five (5) days of receipt of same.

Within five (5) days following the meeting, the Chief Executive Officer shall reply, in writing, to the nurse and the Chairperson of the Grievance Committee. If the

decision is unsatisfactory to the nurse, it may be referred to arbitration within fifteen (15) days and the Chief Executive Officer so notified, in writing.

8.04 Arbitration

When either party requests a grievance be submitted to arbitration, the request shall be in writing addressed to the other party of this Agreement, and shall contain the name of the first party's appointee to the Board of Arbitration. The recipient of the notice shall within ten (10) days thereafter, designate its appointee to the Board of Arbitration. The two (2) so nominated shall endeavour within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chairman of the Board of Arbitration. If they are unable to agree upon such a Chairman within ten (10) days, the Provincial Minister of Labour shall be asked to name an impartial Chairman.

8.05 The decision of the Arbitration Board, including any question as to whether a matter is arbitrable or not, shall be final and binding upon the parties and upon any nurse affected by it.

8.06 The Arbitration Board by its decision shall not alter, amend, or add to any part of this Agreement.

8.07 No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle a grievance.

8.08 Each party shall bear the expenses of its own appointee and the expenses of the Chairman shall be shared equally between the parties.

8.09 Special Grievances

(a) A nurse may be suspended, disciplined or discharged only for just cause. Any grievance on these matters will be filed at Step #2 within ten (10) days of such occurrence.

(b) When a meeting is to take place for the above purposes, a nurse will be informed prior to the meeting that this is the purpose of the meeting, and she may be accompanied by her nurse representative.

(c) In the case of suspension and discharge, the Employer will inform the Local Association within twenty-four (24) hours of the suspension or discharge.

(d) Special grievances may be settled by confirming the Employer's action, or by reinstating the nurse with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties, or of the Board of Arbitration if the matter is submitted to arbitration.

8.10 The Employer or the Association may institute a grievance arising directly between the Employer and the Association concerning the interpretation, application, administration or alleged violation of this Agreement. This grievance shall be originated at Step #2 of the Grievance Procedure, and shall be

commenced within twenty (20) days of the circumstances giving rise to the grievance. Failing settlement, the grievance may be submitted to arbitration.

- 8.11 Any time limit referred to shall be exclusive of Saturdays, Sundays and holidays and the scheduled days off of the aggrieved nurse.
- 8.12 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a group grievance in writing identifying each nurse who is grieving to the Director of Nursing or her designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step #2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 8.13 Association grievances shall be on the form set out in Appendix C.

### **ARTICLE 9 - SENIORITY & JOB SECURITY**

- 9.01 A seniority list of all nurses covered by this Agreement shall be posted in February of each year.
- For purposes of the initial seniority list, challenges as to the accuracy will be accepted for one (1) month from the date of posting of the list. Thereafter it shall be considered to be accurate.
- 9.02 (a) A full-time nurse shall be on probation for a period of sixty (60) paid tours. Seniority shall then date back to the date of hire.
- (b) A part-time nurse shall be on probation for a period of sixty (60) paid tours or five (5) months, whichever occurs first.
- (c) Seniority for part-time nurses shall be based on number of tours from January 1, 1976 and reflecting service prior to 1976. The part-time nurse who has the greatest number of tours standing to her credit shall be deemed to be the most senior nurse.

#### **Probationary Employees**

- (d) By mutual agreement of the parties the probationary period may be extended for an additional sixty (60) paid hours. It is agreed there shall only be one extension.
- 9.03 In all cases of transfer or promotion, the following factors shall be considered:
- (a) ability, experience and qualifications;
- (b) seniority.

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

- 9.04
- (a) In the event that a reduction of the work force is required due to a decrease in workload, the Employer agrees that lay-offs will be by seniority, so that the nurse with the least seniority will be laid off first [1st] provided the nurses remaining are willing and able to perform the available work. Recall shall be made on the basis of seniority provided those nurses are willing and able to perform the available work. All nurses who are on lay-off will be given job opportunity before any new nurse is hired into the bargaining unit.
  - (b) No nurse may be laid off until she has been provided with notice of layoff in accordance with the Employment Standards Act, except that in no case will the notice be less than thirty (30) calendar days, or appropriate pay in lieu thereof, and a copy of the notice will be sent to the Association.
  - (c) In the event of a proposed lay-off of a permanent or long term nature, the Employer will:
    - i) provide the local Association with notice of such layoff as far in advance as is possible, and in no case less than two (2) months notice;
    - ii) meet with the Local Association to review the following:
      - A) the reasons causing the lay-off;
      - B) the service which the Employer will undertake after the lay-off;
      - C) the method of implementation, including the areas of cutback and the nurses to be laid off.
- 9.05 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- (a) When on leave of absence with pay;
  - (b) When on an approved leave of absence without pay, not exceeding thirty (30) continuous working days;
  - (c) When in receipt of sick leave;
  - (d) When in receipt of Workers' Compensation.
  - (e) When on pregnancy or parental leave, as provided for in Article 10.08 of this Agreement.
- 9.06 Seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions:
- (a) when on an approved leave of absence without pay exceeding thirty (30) continuous working days;

- (b) when absent on account of illness or accident and not in receipt of sick leave credits;
- (c) when absent due to lay-off.

9.07 A nurse shall lose all service and seniority and shall be deemed to have terminated if she:

- (a) leaves of her own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four (24) calendar months;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Home's ability to provide adequate resident care, unless a satisfactory reason is given to the Home;
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Home of such absence and providing a satisfactory reason to the Home;
- (f) fails to return to work upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (g) fails upon being notified of a recall to signify her intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Home and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;
- (h) is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced.

9.08 The normal retirement age for nurses shall be sixty-five (65). Upon notifying the Association, the Employer may continue to employ on a month to month basis any nurse after she has attained retirement age.

9.09 Vacancies

The Employer agrees to post all nursing vacancies for a period of ten (10) days.

- 9.10 (a) A nurse who has been requested to substitute temporarily as Nursing Supervisor may refuse to do so. If she consents, she shall be deemed to be covered by the Collective Agreement. The Employer will outline to the nurse selected to fill a temporary vacancy the probable duration of the vacancy.
- (b) The Employer agrees that no person above the rank of Nursing Supervisor will perform the work normally done by the bargaining unit,

except for purposes of experimentation, instruction, or in cases of emergency.

- 9.11 The Employer will not use non-bargaining unit personnel in such a way as to displace members of this bargaining unit from their employment. In the event that a nurse transfers from full-time to part-time status or vice versa, the following shall apply:
- (a) There shall be full transfer of seniority.
  - (b) Service for purposes of vacation entitlement shall include service in both full-time and part-time category.
  - (c) There shall be full transfer for purposes of increment advancement on the following basis:
    - i) Two Hundred (200) days of work of part-time equals the equivalent of one (1) year of full-time.
    - ii) Any outstanding balance since the nurse was last advanced on the grid will be converted in accordance with the above formula.
- 9.12 Notwithstanding the level of entry to practice (baccalaureate degree in nursing) which will become effective in 2005, the Home will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

#### **ARTICLE 10 - LEAVES OF ABSENCE**

- 10.01 Written requests for leave of absence will be considered on an individual basis. Requests are to be made as far in advance as possible, and the Employer will reply within seven (7) days of such request. Requests for leave of absence shall not be unduly withheld.
- 10.02 (a) 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.
- The nurse agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.
- (b) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association shall be granted leave of absence without pay. There shall be no loss of seniority for the purposes of salary advancement and vacation entitlement, or other purposes during such leave.
  - (c) Leave of absence without pay and without loss of seniority may be granted, and such granting shall not be unreasonably withheld, to nurses who are elected or appointed to represent the local Association at meetings or conventions.

(d) Professional leave without pay will be granted to nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

(e) Leave for Union Business

The Employer agrees to grant leaves of absence, without pay, to nurses selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings. The cumulative total leave of absence will not exceed thirty (30) working days in a calendar year.

(f) Leave of Absence for Local Coordinators

An employee who serves as Local Coordinator for the Ontario Nurses' Union shall be granted leave of absence without pay up to a total of thirty (30) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Union will be separate from the Union leave provided in 10.02(e) above.

10.03 Compassionate Leave

In the event of a death in the family of a nurse, i.e. parents, step-parents, spouse, brother, sister, child, mother-in-law, father-in-law, guardian, brother-in-law, sister-in-law, grandparents, grandchildren, three (3) days leave of absence with pay will be granted. Only such time as the nurse would otherwise have been scheduled to work shall be paid for. Upon request an unpaid leave of absence may be granted.

An employee shall be granted one (1) day leave of absence with pay to attend the funeral or equivalent service of her aunt, uncle, niece or nephew.

Spouse for the purposes of bereavement leave will include a partner of the same sex. Immediate family and in-laws shall include the relatives of "spouse" as defined herein.

Part time nurses will be credited with seniority and service for all such leave.

10.04 Court Attendance

The Employer agrees to pay any nurse who is summoned and legally required to appear as a juror, crown witness or witness in a case arising from her employment, the difference between her earnings and the salary she would have realized had she worked her normal tour. This will be effected by the nurse repaying the amount to the Employer, and the Employer shall keep her pay whole.

10.05 Professional Meetings

Leave of absence with pay and without loss of seniority may be granted to nurses for the purpose of attending professional meetings, conference or seminars relating to nursing.

10.06 Leave for Special Purposes

Leave of absence without pay and without loss of seniority may be granted by the Employer to nurses who accept a position with a recognized health organization.

10.07 Leave of absence with or without pay and without loss of seniority may be granted to any nurse who wishes to enrol in a post-graduate course, certificate or degree course from a university or community college.

10.08 Pregnancy and Parental Leave

- (a) A pregnancy employee is entitled to up to seventeen (17) weeks leave of absence without pay and with accumulation of seniority, for the purpose of childbirth and recovery. The leave of absence shall be in accordance with the provisions of the Employment Standards Act.
- (b) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave, in accordance with the provisions of the Employment Standards Act. Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (c) The Employer shall continue to pay its share of the premium cost of insured benefits and pension while an employee is on pregnancy or parental leave, unless the employee elects, in writing, not to participate in a benefit.
- (d) Effective April 1, 1989, on confirmation by the Unemployment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) plan, a nurse who is on pregnancy leave, as provided under this agreement who is in receipt of unemployment insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental Unemployment Benefit. The benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week unemployment insurance waiting period, and receipt by the Home of the nurse's unemployment insurance cheque stub as proof that she is in receipt of unemployment 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 in her normal weekly hours.

The eighty-four percent (84%) SUB Plan shall also apply to parental leave for a maximum period of ten (10) weeks, on such terms and limitations as are prescribed by the Unemployment Insurance Commission.

SUB calculations for part-time employees shall include percentage in-lieu.

- (e) Nurses newly hired to replace nurses who are on approved pregnancy and parental leave, may be released and such release not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from the date of hire, subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards her probationary period to a maximum of thirty (30) tours (two hundred and twenty-five hours for nurses whose regular hours of work are other than the standard work day).

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

- 10.09 A full-time nurse may be granted upon request five (5) absent days without pay to attend to personal business.
- 10.10 If a nurse's absence without pay from the Home, including leaves of absence, exceeds thirty (30) continuous calendar days, she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days, a nurse may arrange with the Home to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous days to ensure her continuing coverage.

#### **ARTICLE 11 - SICK LEAVE**

- 11.01 The Home will continue to provide and fund a short-term sick leave plan for full-time nurses equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure.
- 11.02 The Home will continue to pay seventy-five percent (75%) of the billed premium towards coverage of eligible full-time employees under the long term disability portion of the Plan (HOODIP), the employee paying the balance of the billed premium through payroll deduction.
- 11.03 There shall be no pay deduction from a nurse's regular scheduled tour when a nurse has completed any portion of the tour prior to going on sick leave benefits or Workers' Compensation benefits.
- 11.04 The Home further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

- 11.05 Nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.
- 11.06 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.
- 11.07 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

## **ARTICLE 12 - PAID HOLIDAYS**

- 12.01 The following holidays shall be observed by the Employer, and full-time nurses who qualify under Article 12.02 hereunder shall receive the following paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Float Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day

If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the above named holidays as agreed by the parties. The intent is that there will be no more than twelve (12) paid holidays per calendar year for the duration of this agreement.

- 12.02 In order to qualify for pay for a holiday, a nurse shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Home or the nurse was absent due to:
- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
  - (b) vacation granted by the Home;
  - (c) the nurse's regular scheduled day off;
  - (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled. A nurse receiving Workers' Compensation benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of Workers' Compensation Benefit and the holiday pay.

- 12.03 Holiday pay will be computed on the basis of the nurse's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 15.01 (a) (i).

- 12.04 Subject to Article 12.02:
- (a) When a holiday falls during a nurse's scheduled vacation period, her vacation shall be extended by one day unless the nurse and the Home agree to schedule a different day off with pay.
  - (b) When a holiday falls on a nurse's scheduled day off, an additional day off with pay will be scheduled.
- 12.05 A nurse required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1 1/2) her regular straight time rate of pay for all hours worked on such holiday subject to Article 15.06 (c). In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 15.01.
- 12.06 Where a nurse is entitled to a lieu day under Article 12.04 or 12.05 above, such day off must be taken within a reasonable period or payment shall be made in accordance with Article 12.03.
- 12.07 When a part-time nurse works on the above holidays she shall receive time and one half (1 1/2) for the first seven and one half (7 1/2) hours worked on such holiday.
- 12.08 The premium payment for the above holidays will apply to the tour in which the majority of hours on the holiday fall.
- 12.09 When a nurse is scheduled off on a paid holiday which occurs on a Monday or Friday, she shall be scheduled off the Saturday and Sunday in conjunction with such holiday, unless otherwise requested.
- 12.10 A nurse shall be scheduled off four (4) consecutive days at either Christmas or New Year's. A nurse will be scheduled off four (4) consecutive days every other Christmas.

### **ARTICLE 13 – VACATIONS**

- 13.01 Full-time nurses shall be entitled to vacation with pay based on length of employment as at July 1st in any year as follows:
- (a) Full-time nurses who have less than one (1) year of employment shall be entitled to vacation with pay at the regular rate of 1.25 days for each month of service, not to exceed fifteen (15) working days.
  - (b) Full-time nurses who have completed one (1) year, but less than three (3) years of employment shall receive an annual vacation of three (3) weeks with pay at the regular rate.
  - (c) Full-time nurses who have completed three (3) or more years of employment shall receive an annual vacation of four (4) weeks with pay at the regular rate.

- (d) Effective in the 2010 vacation year, full-time nurses who have completed thirteen (13) or more years of employment as of July 1, 1989, shall receive an annual vacation of five (5) weeks with pay at the regular rate.
- (e) Full-time nurses who have completed twenty-three (23) or more years of employment as of January 16, 2003, shall receive an annual vacation of six (6) weeks with pay at the regular rate.

13.02 If a fulltime nurse works or receives paid leave for less than 1525 hours in the vacation year, she will receive vacation pay based on a percentage of her gross salary on the following basis:

i)	Three week entitlement	-	6%
ii)	Four week entitlement	-	8%
iii)	Five week entitlement	-	10%
iv)	Six week entitlement	-	12%

13.03 Part-time nurses shall be entitled to vacation with pay based on the following:

- (a) All part-time nurses shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time nurses:
 

i)	Three week entitlement	-	6%
ii)	Four week entitlement	-	8%
iii)	Five week entitlement	-	10%
iv)	Six week entitlement	-	12%
- (b) For administrative purposes, the percentage will be based on gross earnings from July 1st to June 30th in each year.
- (c) Part-time nurses will receive their vacation pay as above on the first [1st] pay period in July, unless otherwise requested.

13.04 For the purpose of vacation entitlement, service for those nurses whose status is changed on or after September 27, 1984 from part-time to full-time and vice versa shall mean the combined service as a part-time and full-time nurse employed by the Employer and accumulated on a continuous basis.

For the purpose of this Article, fifteen hundred (1500) paid hours of part-time service equals one (1) year of full-time service.

13.05 Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

**ARTICLE 14 – BENEFITS**14.01      Semi-Private Plan

The Employer agrees to contribute one hundred (100%) percent of the billed premium for a semi-private plan for each full-time eligible nurse.

14.02      Extended Health Care

The Employer agrees to contribute one hundred (100%) percent of the billed premium for each full-time eligible nurse for extended health care plan with ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible.

Effective July 1, 2007, a dispensing cap of seven dollars and fifty cents (\$7.50) will apply per prescription.

14.03      Hospitals of Ontario Pension Plan (HOOPP)

All present nurses enrolled in the Hospitals of Ontario Pension Plan (HOOPP) shall maintain their enrolment in the Plan subject to its terms and conditions. New nurses and nurses employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.

14.05      Effective the first [1st] of the month following notification of ratification, the Home agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Home under HOOGLIP. As a condition of employment all eligible employees must take at least the minimum coverage.

14.06      Effective the first [1st] of the month following the notification of ratification, the Home agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Home under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.

Effective July 1, 2007, fluoride treatments will apply for person's under the age of eighteen (18) only.

14.07      Change of Carrier

The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby are not decreased. The Employer will advise the union of any change in carrier or under-writer prior to implementing a change in carrier.

14.08      Effective December 12, 2006, notwithstanding Articles 11 and 14, full-time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as employees under age 65:

- 14.05 Reduce life insurance by 50% to the equivalent of one time (1x) salary.
- 14.02 EHC
- 14.06 Dental
- 11.01 Short-term only

In any event, once an employee reached age 70 and she continues to be employed she shall automatically be placed on the percentage in lieu of benefits as per Article 17.05.

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

- 15.01 The following provisions shall not be construed to be a guarantee of the hours of work.
- (a) A normal tour shall be composed of seven and one-half (7 1/2) hours, exclusive of meal time. A normal week shall be composed of thirty-seven and one-half (37 1/2) hours per week.
  - (b) A meal break of one-half [1/2] hour unpaid time shall be scheduled during a nurse's tour. Should the nurse be recalled to duty during a meal break or unable to take her normal meal break, additional time shall be provided later in the tour or the nurse shall be paid overtime rates as set out in the Collective Agreement.
- 15.02 Normally there shall be a turnover period at the end of each shift of fifteen (15) minutes duration. Should the turnover period extend beyond this period of time, then overtime shall apply to the total period of time in excess of seven and one-half (7 1/2) hours.
- 15.03 Scheduling Regulations
- (a) A weekend is defined as a minimum of fifty-six (56) consecutive hours off work following the completion of the nurse's Friday shift.
  - (b) In the case of a full-time nurse, days off will be scheduled on the basis of an average of four (4) days off in each two (2) week period.
  - (c) Tour schedules will be posted at least two (2) weeks in advance and will cover a six (6) week period.
  - (d) The Employer will schedule at least two weekends off in four, and will make every reasonable effort to schedule one weekend off in two (2). In the event a nurse is scheduled to work on the third [3rd] weekend, she will be paid for the third [3rd] in any consecutive weekends of duty at the rate of time and one-half (1 1/2) her regular salary for hours involved.
  - (e) Normally a period of two (2) consecutive tours off shall be scheduled off between the change of tours and at least forty-eight (48) hours time off shall be scheduled following night duty. A shorter period of time between changes of tours may be scheduled by mutual consent.

- (f) In the event that it becomes necessary to formulate a different staffing pattern which may necessitate a nurse (currently working on specific tours on a permanent basis) rotating, the proposed changes will be discussed with the Nursing Committee prior to implementation.

No full-time nurse employed as of April 18, 1989 who is currently rotating on shifts will be required to work on a permanent shift, unless she agrees.

- (g) A part-time nurse will indicate her availability for additional shifts prior to such time being posted. The Employer agrees to pre-book these shifts with as much advance notice as possible.
- (h) Assignment to day tours shall be done equitably by part-time nurses unless the nurse requests otherwise.

15.04 Requests for change in posted time must be submitted in writing and co-signed by the nurse willing to exchange days off or tours of duty. In any event, it is understood that such an exchange of a tour of duty initiated by the nurse and approved by the Employer shall not result in overtime compensation or payment for the Employer.

15.05 Where a nurse has completed her regularly scheduled tour and left the Home and is called in to work outside her regularly scheduled working hours, she shall receive time and one-half (1 1/2) her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1 1/2) her regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her regularly scheduled shift.

In such a case, she will receive time and one-half (1 1/2) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.

15.06 Premium Payment

- (a) Time and one-half (1 1/2) the nurse's hourly rate will be paid a full-time nurse as follows, subject to 15.02:
- i) for all work performed in excess of seven and one-half (7 1/2) hours in a twenty-four (24) hour period.
  - ii) for all work performed as the result of change in a posted schedule by the Employer without forty-eight (48) hours' notice.
  - iii) for all work performed after seven (7) consecutive tours without two (2) days off until such days off are granted.
- (b) Subject to 15.02, part-time nurses shall be paid time and one-half (1 1/2) their hourly rate for all work performed in excess of seven and one-half (7 1/2) hours in a twenty-four (24) hour period.
- (c) When a nurse works on a day for which she receives time and one-half (1 1/2) 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.

- (d) Nurses will continue the current practice of reporting overtime to the Supervisor.

15.07 Shift and Weekend Premium

- (a) A nurse who works on the evening shift shall receive a shift premium.

Effective 1<sup>st</sup> pay period after ratification the evening shift premium is one dollar and fifty-five cents (\$1.55) per hour. Effective April 1<sup>st</sup>, 2010, the evening shift premium will increase to one dollar and seventy cents (\$1.70) per hour.

- (b) A nurse who works on the night shift shall receive a shift premium.

Effective 1<sup>st</sup> pay period after ratification the night shift premium is one dollar and ninety cents (\$1.90) per hour. Effective April 1<sup>st</sup>, 2010, the night shift premium will increase to two dollars and ten cents (\$2.10) per hour.

- (c) A nurse shall be paid a weekend premium each hour worked between 2245 hours Friday and 2245 hours Sunday. However, this premium shall not apply when a nurse receives premium pay for working additional weekends under Article 15.03 (c).

Effective 1<sup>st</sup> pay period after ratification the weekend shift premium is two dollars (\$2.00) per hour. Effective April 1<sup>st</sup> the weekend shift premium will increase to two dollars and twenty cents (\$2.20) per hour.

15.08 A nurse designated to be in charge of the Home shall receive seventy-five cents (\$.75) per hour in addition to her regular salary and applicable premium allowance.

15.09 Overtime premiums shall not be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal work week and also hours for which the overtime premium is paid.

15.10 Extended Tours

The parties agree to schedule extended tours subject to the following:

- (a) The facility must have eighty percent (80%) agreement of the Full-time and Part-time employees who works in the facility.
- (b) The scheduling of extended tours may be cancelled by either party on giving ten (10) calendar weeks notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the cancellation.

Extended tours may be discontinued by the Union in the facility when sixty percent (60%) of the Full-time and Part-time employees in the facility so indicate by secret ballot to the Union.

- (c) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.
- (d) Hours of Work
- i) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
  - ii) The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.
  - iii) Employees shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes.
  - iv) Where the Union and the Employer have agreed to or agree to an extended daily tour that differs from the normal daily extended tour, the proportion of unpaid time to hours of work shall maintain the same ratio as set out in paragraph (ii) and (iii).
- (e) Payment for bereavement leave is based on 11.25 hours.
- (f) Payment for vacation entitlement and holidays for Full-time employees is based on the equivalent to the 7.5 hour entitlement.
- (g) Shift and weekend premiums as per Article 15.07 will be paid for the same hours as applied to seven and one (7.5) hour tours, the intention being that the total amount of shift of weekend premium will not change because of the move to extended tours.
- (h) Overtime premium as set out in Article 15.06 shall be paid for all hours worked in excess of 11.25 hours on a scheduled extended tour or 75 hours bi-weekly averaged over the duration of a six (6) week schedule.
- (i) Shift exchanges will be in accordance with Article 15.04.

## **ARTICLE 16 – MISCELLANEOUS**

- 16.01 The Employer agrees to provide a bulletin board for the Association's use.
- 16.02 A copy of the Collective Agreement will be provided to each nurse. Cost of printing the contract will be on a fifty/fifty [50/50] basis.
- 16.03 When the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa, where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.
- 16.04 Effective as of the date of ratification, when a nurse is required by the Home to attend any meeting outside her regularly scheduled hours of work, she shall be

paid for all time spent in attendance at such meetings at her regular straight time hourly rate of pay.

- 16.05 Effective August 1, 1989 nurses who are required by the Employer to wear uniforms shall receive a uniform allowance of sixty dollars (\$60.00) annually.
- 16.06 Prior to affecting any changes and rules or policies which affect nurses covered by this Agreement, the Home will discuss the changes with the Association and provide copies to the Association.
- 16.07 When a new classification in the Bargaining Unit is established by the Home or the Home makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Home shall advise the Association of such new or changed classification and the rate of pay established.

If requested, the Home agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Home and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 3 of the Grievance Procedure within seven (7) calendar days following any meeting.

If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 8, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing among other nursing classifications within the Home and duties and responsibilities involved. Any change in the rate established by the Home either through meetings with the Association or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

## **ARTICLE 17 – COMPENSATION**

- 17.01 Attached and forming part of the Collective Agreement are the salary schedules covering full-time and part-time nurses.
- 17.02 Annual increments shall be payable to each full-time nurse on their anniversary date of employment, and after each two hundred (200) tours in the case of part-time nurses.
- 17.03 A Graduate Nurse in the employ of the Employer, upon presenting proof of current registration by the College of Nurses of Ontario, shall be given the salary of Registered Nurse, as provided in the schedule, retroactive to the date of successfully passing the registration examination, or to the date of last hire, whichever is later.
- 17.04 Recognition of Past Experience

Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise.

The nurse shall co-operate with the Home by providing verification of previous experience so that her or his recent related clinical experience may be determined and evaluated during her or his probationary period. Having established the recent related clinical experience, the Home will credit a new nurse with one (1) annual service increment for every year of experience.

This provision shall apply to all current nurses at date of ratification, but with no retroactive effect.

#### 17.05 Payment in Lieu of Benefits

- (a) A part-time nurse shall receive in lieu of all fringe benefits (being those benefits to a nurse, paid in whole or part by the Home, as part of direct compensation or otherwise, save and except salary, shift premium, vacation pay, standby pay, call-back pay, reporting pay, responsibility allowance, jury or witness duty, and bereavement pay) an amount equal to thirteen percent (13%) of his/her regular straight time hourly rate for all straight time hours paid.
- (b) The part-time nurse's hourly rate (or straight time hourly rate) does not include the additional thirteen percent (13%) which is paid in lieu of fringe benefits and accordingly the thirteen percent (13%) add-on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.
- (c) Part-time nurse who voluntarily join the Home's pension plan shall receive nine percent (9%) in lieu of all fringe benefits as listed in 17.05 (a).

### **ARTICLE 18 - PREPAID LEAVE PLAN**

18.01 Effective April 1, 1989, the Home agrees to introduce a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to nurses wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 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 Director of Resident Care 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) It is understood that not more than one (1) nurse in Bargaining Unit shall be on leave under this Plan at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Local Association and the Home.
- (d) Written applications will be reviewed by the Director of Resident Care or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves

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

- i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 18 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 Home to enter the pre-paid leave program will be appended to and form part of the written agreement.

### **ARTICLE 19 - ACCESS TO FILES**

19.01 A copy of any completed evaluation which is to be placed in a nurse's file shall first be reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have an opportunity to add her views to such evaluation prior to it being placed in her file. Each nurse shall have reasonable access to her personal files for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of her supervisor. A copy of the evaluation will be provided to the nurse at her request.

19.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the nurse's record has been discipline free for one (1) year.

Notwithstanding the above paragraph, disciplinary matters related to resident and/or family interactions shall not be removed from the record of an employee, for a period of twenty-four (24) months.

Leaves of absence in excess of sixty (60) continuous calendar days will not count towards either period referenced in this article.

### **ARTICLE 20 - PROFESSIONAL RESPONSIBILITY**

20.01 In the event that the Employer assigns a number of patients or 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 patient care, she or they shall:

- (a) i) Complain either verbally or in writing to the Director of Nursing or her designate within ten (10) calendar days of the alleged improper assignment. Failing resolution of the complaint, then:

Complain in writing to the Nursing Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairperson 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 (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. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
  - iii) The Assessment Committee shall set a date to conduct the hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
- (b) i) A list of chairpersons (Assessment Committee) is attached to and forms part of this Agreement.

The parties agree that should a Chairperson be required, the Employer and the Ontario Nurses' Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided will be the top name on the list of Chairpersons who has not previously been assigned. Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she would not be suitable due to connections with the Employer or community, the next person on the list will be contacted to act as Chairperson.

- 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 21 – DURATION**

- 21.01 This Agreement shall be enforced and in effect from April 1, 2008 to March 31, 2011. It shall be automatically renewed from year to year thereafter unless either party presents notification of desire to bargain within ninety (90) days prior to the expiration of this Agreement.

## **ARTICLE 22 – RETROACTIVITY**

- 22.01 Retroactivity shall apply to the direct wage increases only, and shall be paid on the basis of hours paid since April 1, 2008. Payment of retroactivity wages shall be paid within forty-five (45) days of ratification. All other matters shall be

effective on the date of notification of ratification unless specifically noted otherwise.

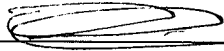
Employees who have terminated their employment since April 1, 2008 shall be given notice of their entitlement by registered mail at their address last known in the records of the Home.

The employee shall have sixty (60) days from the date of the mailing of the notice within which to claim retroactive payment. Such claim is to be made in person or by registered mail. Failure to make such claim within the above referenced time period will disentitle the employee to any further claim.

SIGNING PAGE

DATED AT Toronto, Ontario, this 1<sup>st</sup> day of September 2010.

FOR THE EMPLOYER

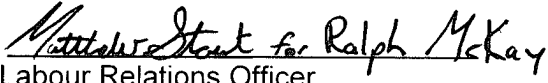
 CEO

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\_\_\_\_\_

FOR THE UNION

 Mitchell Stewart for Ralph McKay  
Labour Relations Officer

\_\_\_\_\_

 G. Donaldson RN BUP

\_\_\_\_\_

**APPENDIX 'A'****SALARY SCHEDULES**

<u>Registered Nurse</u>	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
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 25 Years	40.00	41.20	42.44

**APPENDIX 'B'****LIST OF PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE -  
CHAIRPERSONS**

The following is a list of Chairpersons and forms part of this Collective Agreement:

1. Ms. Jayne Harvey  
CEO/President FCS International
  
2. Ms. Anitta Robertson  
Registered Nurses Association of Ontario  
438 University Avenue, Suite 1600  
Toronto, ON M5G 2K8  
Telephone: 416-599-1925 ext. 216
  
3. Ms. Joan Edwards  
40 Prince Albert Street  
Ottawa, ON K1K 2A4  
Telephone: 613-742-7437

**APPENDIX 'C'**  
**O.N.A. GRIEVANCE FORM**

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO		GRIEVANCE REPORT / RAPPORT DE GRIEF									
ONA LOCAL SECTION LOCALE DE L'AIIO  GRIEVOR PLAIGNANTE  DEPARTMENT SERVICE	EMPLOYER EMPLOYEUR	GRIEVANCE NO. N° DU GRIEF	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">STEP ÉTAPE</th> <th>DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR</th> </tr> </thead> <tbody> <tr> <td align="center">1.</td> <td></td> </tr> <tr> <td align="center">2.</td> <td></td> </tr> <tr> <td align="center">3.</td> <td></td> </tr> </tbody> </table>	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR	1.		2.		3.	
STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR										
1.											
2.											
3.											
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÉNEMENT											
SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ											
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIIO:									
	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:								
STEP ONE PREMIÈRE ÉTAPE			DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:								
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	▶	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR								
STEP TWO DEUXIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:								
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	▶	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:								
▶		▶	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR								
STEP THREE TROISIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:								
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	▶	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:								
▶		▶	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR								
ON-09 REV. 01/2000      DISTRIBUTION: 1. BLACK - EMPLOYER    2. BROWN - ONA    3. BLUE - LOCAL ASSOCIATION    4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR    2. BRUN - AIIO    3. BLEU - ASSOCIATION LOCALE    4. VERT - PLAIGNANTE											