

COLLECTIVE AGREEMENT

Between:

MON SHEONG HOME FOR THE AGED
(hereinafter called the "Employer")

(MON SHEONG HOME FOR THE AGED
&
MON SHEONG SCARBOROUGH LONG TERM CARE CENTRE)

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Association")

Expiry Date: June 30, 2010

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity at Mon Sheong Home for the Aged in the Municipality of Metro Toronto, save and except the Director of Resident Care and persons above the rank of Director of Resident Care.
- 2.02 A Registered Nurse is defined as a person who holds a current certificate of competence from the College of Nurses of Ontario, in accordance with the Health Disciplines Act, 1974, as amended.
- 2.03 A Graduate Nurse is defined as a nurse with registration incomplete, who is a graduate of a programme acceptable to the College of Nurses of Ontario.
- 2.04 The word "Nurse(s)" when used throughout this agreement shall mean persons included in the above described bargaining unit. The term "employee(s)" when used throughout this agreement shall mean persons included in the above-described bargaining unit.
- 2.05 All references to nurses in this agreement include both male and female and whenever the male and female gender is used, it shall be construed to include both male and female nurses. Where the singular is used, it may also be deemed to mean the plural.
- 2.06 Persons whose jobs are not in the bargaining unit shall not perform work normally performed by employees in the bargaining unit except:
- (a) In case of emergency;
 - (b) When instructing other employees;
 - (c) When performing development or experimental work;
 - (d) When regular employees are not available.
- 2.07
- (a) A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 15.
 - (b) A regular part-time nurse is a nurse who regularly works less than the full-time hours referred to in Article 15 and who offers to make a commitment to be available for work on a regular predetermined basis but for no less

than two tours per week. All other part-time nurses shall be considered casual part-time nurses.

ARTICLE 3 - MANAGEMENT FUNCTIONS

3.01 The Employer retains all the rights it had prior to certification save where abridged by this Agreement.

The Association recognizes that the management of its operation and the direction of the working forces are fixed exclusively in the Employer and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:

- (a) Determine and establish standards and procedures for the care, welfare, safety and comfort of its Residents, and assure the effectiveness of such standards and procedures;
- (b) Maintain order, discipline and efficiency;
- (c) Hire, promote, demote, direct, classify, transfer, layoff, recall, discharge, suspend or otherwise discipline nurses subject to the right of an employee to grieve the discharge, discipline or suspension.
- (d) Establish, enforce and alter from time to time rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement;
- (e) Determine the shift schedule, the number of shifts, the methods, procedures, equipment and machinery to be used, the number of nurses needed by the Employer at any time, the number of hours to be worked and the number of days off, and the starting and quitting times.
- (f) Have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees and to require medical examinations annually or more often if reasonably necessary.

3.02 The Employer shall exercise its rights in a reasonable manner. The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

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

4.02 It is agreed that there will be no discrimination on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age (except in accordance

with the Ontario Human Rights Code), political or religious affiliation or any factor which is not pertinent to the employment relationship.

- 4.03 (a) For the purpose of this Collective Agreement, "sexual harassment" means:
- i) An unsolicited sexual advance or solicitation if (a) submission is, expressly or by implication, made a term or condition of a person's right to or continuation or advancement of employment, or (b) submission or rejection is used as a basis for employment decisions affecting the person.
 - ii) Unwelcome verbal or physical conduct, occurring during the employment relationship, that emphasizes another person's sex or sexual orientation that creates for the employee an intimidating, hostile or offensive working environment.
- (b) A nurse may initiate a grievance under this clause at any step of the grievance procedure and such grievance shall be processed through the grievance procedure in the Collective Agreement. Grievances under this clause will be handled with all possible confidentiality and dispatch.

ARTICLE 5 - NO STRIKES AND LOCKOUTS

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

ARTICLE 6 - ASSOCIATION REPRESENTATION

- 6.01 The Employer will recognize the following:
- (a) Three (3) Nurse Representatives, one from each site and the Bargaining Unit President.
 - (b) The Employer will recognize a Grievance Committee consisting of two (2) representatives from the bargaining unit. A committee member may investigate and process grievances in accordance with the grievance procedure set out in this Agreement.
 - (c) A Negotiating Committee of three (3) representatives (one from each site and the Bargaining Unit President) and a Labour Relations Officer of the Ontario Nurses' Association.
 - (d) The Employer agrees that there shall be a Management-Association Committee composed of an equal number of representatives of the Employer and Association. It is understood and agreed that neither party shall have more than two (2) representatives on this committee. Meetings of this committee shall be held at times mutually agreed to by the parties and at least once every three (3) months. It is understood that failure to meet more than once every three (3) months will not be the

subject of a grievance unless it's an emergency meeting requested pursuant to Article 20. The purpose of this committee shall be to discuss matters relating to work load, scheduling matters, job content or other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of chairperson shall rotate between the parties.

6.02 The Association will supply the Employer with the names of its representatives and committee members and changes thereto, in writing.

6.03 (a) If a Representative or committee member(s) must leave her regular duties for a period of time in order to attend to Association business on the premises, she will first obtain the permission of her Supervisor. Such permission will not be unreasonably withheld. Upon completion of her business, the Representative will report to her Supervisor and then return to her regular duties.

(b) Whenever possible Association business shall be performed outside regular working hours. It is understood that the time spent by a nurse outside regular working hours for Association business shall not be compensated.

(c) The Home agrees to pay members of the Negotiating Committee for time spent during working hours in negotiations with the Home for a renewal agreement up to, but not including, conciliation provided that the nurse was scheduled to work.

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

The representative of the Ontario Nurses' Association will obtain prior consent of the Administrator before entering the Home. Such consent shall not be arbitrarily withheld.

6.05 During the orientation period, the Employer agrees to provide a nurse representative from the bargaining unit with a reasonable period of time within regular working hours to meet with newly hired nurses.

6.06 Occupational Health & Safety Committee

(a) The Employer and the Association agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent accidents, injury and illness.

(b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, one representative selected or appointed by the Association from among bargaining unit employees.

(c) This Committee shall identify potential dangers and hazards, recommend means of improving Health and Safety programmes, and recommend actions to be taken to improve conditions relating to Occupational Health and Safety.

- (d) The Employer agrees to provide necessary information to enable the committee members to fulfil their function.
- (e) Meetings shall be held at minimum every three (3) months. The committee shall maintain minutes of all meetings and make the same available for review.
- (f) The Association agrees to co-operate to the fullest extent possible with the Employer in Health and Safety matters and agrees to promote and encourage compliance by all employees with the Employer's Health and Safety policies and procedures.

6.07 Pay for Attending Meetings

The Employer shall endeavour to schedule all meetings between the Employer and the Grievance Committee in accordance with Article 8 and all Management-Association Committee and Occupational Health and Safety Committee meetings during the scheduled working hours of the Committee members. When an employee Committee member attends such meetings, such employee will be compensated for the time so taken during regular working hours at her regular rate of pay. All time spent by an employee Committee member outside regular working hours in such meetings will be compensated at the employee's regular rate.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer shall deduct from the pay due to each nurse who is covered by this agreement a sum equal to the monthly Association dues of each nurse. The Association shall notify the Employer, in writing, of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association monthly, its cheque for the dues so deducted, along with a list of the names and the amount of such deduction for each nurse. The list shall show the social insurance number of each nurse, terminations, new hires, leaves of absences and the initial list shall contain, as well, the addresses of each nurse. A copy of this list will be sent to the local association.
- 7.02 The Employer shall provide each nurse with a T4 slip, showing the dues deducted in the previous year for income tax purposes.
- 7.03 In consideration for the Employer deducting and forwarding dues to the Association, the Association agrees to indemnify and save the Employer harmless with respect to any claims arising from, or liability which the Home might incur as a result of the operation of this Article.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

- 8.01 The purpose of this article is to establish a procedure for the prompt handling of grievances. A nurse representative may assist the grievor at any stage of the grievance procedure if so requested. Prior to formal discipline or discharge, the Employer shall notify the nurse, in advance, of her entitlement to union representation.

- 8.02 (a) For the purpose 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.
- (b) It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within nine (9) calendar 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 nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of her immediate supervisor's decision in the following manner and sequence:

Step #1

The nurse may submit a written grievance, signed by the nurse to her immediate supervisor. 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 immediate supervisor will deliver her decision in writing within nine (9) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

Step #2

Within nine (9) days following the decision in Step No. 1, the grievance may be submitted in writing to the Administrator or designate. A meeting will then be held between the Administrator or designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2, unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Administrator or designate may have such counsel and assistance as he may desire at such meeting. The decision of the Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the second step grievance reply will be provided to the Labour Relations Officer. If the grievance is not settled, it may be referred to arbitration as hereinafter provided.

- 8.03 Should the Employer discharge or suspend any nurse(s), without just cause, notification by the Employer to such nurse(s) shall be made in the presence of a Nurse Representative. The nurse(s) and the Association shall be provided with written reasons for a discharge or suspension. Should the nurse(s) or the Association wish to file a grievance, in accordance with this agreement, against this action, it shall be in writing and filed under Step 2 of the grievance procedure.

8.04 Group Grievance

In the event of a grievance common to a group of two or more nurses, the Association may file a group grievance on behalf of such a group. The Association shall initiate the grievance at Step #1 of the Grievance Procedure.

8.05 Policy Grievance

The Association or the Employer may present a grievance in writing in the form of a policy grievance beginning at Step #2 of the Grievance procedure. Such grievance shall be filed within fourteen (14) calendar days of the incident giving rise to the grievance. Any such grievance may be referred to arbitration by either the Association, in the case of an Association grievance, or the Employer, in the case of an Employer grievance.

8.06 Arbitration

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 party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's appointee to an Arbitration Board and shall be delivered to the other party within thirty-six (36) calendar days of the reply under Step #2 of the Grievance Procedure. The recipient party shall, within fourteen (14) calendar days of receiving the notice, advise the other of the name of its appointee to the Arbitration Board.

8.07 The appointees so selected shall, within twenty-one (21) calendar days of the appointment of the second of them, or at a time mutually agreed upon, appoint a third person who shall be the chairman. If the recipient party fails to appoint an arbitrator or if the two appointees fail to agree upon a chairman, within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party.

8.08 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any nurse affected by it. A decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the chairman shall govern.

8.09 Each party shall pay its own expenses including expenses for appointees and witnesses and the expenses of the chairman of the Arbitration Board shall be borne equally by the parties.

8.10 The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

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

- 8.12 Any grievance which is not commenced or processed through the next stage of the grievance or arbitration procedures within the time specified in this Article shall be deemed to have been abandoned. However, time limits as set out in this Article may be extended by mutual agreement in writing between the Employer and the Association.
- 8.13 The Employer and the Association may, by written agreement, substitute for a specific grievance or grievances a single arbitrator for the Board of Arbitration provided for herein (whether or not that Board has been constituted) and the single arbitrator shall possess the same powers and be subjected to the same limitations as the Board of Arbitration hereunder. Failing agreement on who the single Arbitrator will be the normal arbitration provisions of Article 8.06 and 8.07 shall apply.
- 8.14 All agreements between the representatives of the Employer and the representatives of the Association will be final and binding upon the Employer and the Association and the nurse(s).
- 8.15 Any time limit referred to in the grievance or arbitration procedure shall be exclusive of holidays observed by the Employer.
- 8.16 A lesser standard of just cause shall apply to probationary employees than to employees who have completed their probationary period.
- 8.17 Section 48 (16) of the *Labour Relations Act* applies to all time limits in the grievance procedures.

ARTICLE 9 - JOB SECURITY

- 9.01 Seniority for full-time nurses shall be defined as length of service in the bargaining unit with the Employer since date of last hire. Seniority for full-time nurses will be expressed on the full-time seniority list in terms of a date (Seniority Date).
- Seniority for part-time nurses shall be based on paid hours accumulated in the bargaining unit since date of last hire. It is recognized that 1500 paid hours equals one (1) year of full-time service. Seniority for part-time nurses will be expressed on the part-time seniority list in terms of total hours worked.
- If a part-time nurse becomes a full-time nurse her Seniority Date shall be adjusted in accordance with Article 9.12
- 9.02 The probationary period for nurses shall be 450 hours worked.
- 9.03 The Employer will keep up to date seniority lists, one list for the full-time nurses, and one list for the part-time nurses of the bargaining unit. Each list will indicate the nurses dedicated site. Each list will be posted in a conspicuous place at both sites. The Employer will supply copies of the current lists to the Association twice a year, in the months of January and July, and prior to any layoff.
- 9.04 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 calendar days;
- (c) When in receipt of sick leave;
- (d) When on pregnancy or parental leave;
- (e) When in receipt of worker's compensation up to twelve (12) months.

9.05

- (a) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
 - i) when on an approved leave of absence without pay, for a period which exceeds thirty (30) continuous calendar days;
 - ii) when absent on account of illness or accident and not in receipt of sick leave to a maximum of one (1) year;
 - iii) when absent due to layoff for up to twenty-four (24) months;
- (b) Seniority once established for a nurse shall be forfeited and the nurse shall be deemed to be terminated under the following conditions:
 - i) resignation;
 - ii) if discharged and not reinstated through the grievance or arbitration procedures;
 - iii) retirement;
 - iv) is laid off for more than twenty-four (24) calendar months;
 - v) If the nurse is absent from work for more than three (3) scheduled working days without notifying the Employer and without providing a satisfactory reason to the Employer.
 - vi) When recalling a nurse after layoff, she shall be notified by registered mail and allowed two weeks to report for work, and in the meantime, if a nurse is recalled but not immediately available for work, other nurses in seniority standing shall be recalled, but shall be temporarily employed until the senior nurse reports within the two week period. A nurse to whom a registered letter is sent, must contact the Employer within 72 hours of the notice of return to work if she wishes the Employer to hold the job open for her for the full two week period. It shall be the nurse's responsibility to keep the Employer notified of her up to date address and telephone number.

9.06

- (a) In the case of all vacancies, the Employer will post notice of such vacancies simultaneously at each site, for seven (7) consecutive calendar days, prior to filling the position. Nurses at the site where the vacancy occurs will be given first consideration for filling the posting.

Consideration will then be given to nurses at the other site. Should there be no internal applicants from either site or no qualified internal applicants, the Employer may hire a new nurse from outside the bargaining unit. The name of the successful applicant shall be posted by the Employer.

- (b) No full-time nurse will be transferred to another permanent shift without the consent of the nurse.
- (c) A nurse will not be transferred to the other site without her /his consent.

9.07 Part-time nurses shall be given the first opportunity to fill temporary full-time vacancies caused by illness, accident, or leaves of absence including pregnancy and parental leave. Part time nurses at the site where the vacancy occurs will be given first consideration for filling the vacancy. The Employer will outline the conditions and duration of such vacancy where possible. Such temporary vacancy shall not exceed the duration of the leave required by the incumbent.

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

- (a) skill, ability and experience and qualifications;
- (b) seniority.

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

Where the applicant has been selected in accordance with this Article and it is subsequently determined by the Employer that she cannot satisfactorily perform the job to which she was promoted or transferred, the Employer will attempt, during the first sixty (60) tours (or 450 hours for nurses whose regular hours of work are other than the standard work day) worked from the date on which the nurse was first assigned to the vacancy, to return the nurse to her former job, and the filling of the subsequent vacancies will likewise be reversed. If the nurse requests to return to her former position within the first sixty (60) tours (or 450 hours for nurses whose regular hours of work are other than the standard work day) the Employer will give due consideration to same, provided that the former position has not been filled or eliminated. Such request shall not be unreasonably denied.

- 9.09
- (a) In the event of a proposed layoff of a permanent or long term nature, the Employer will:
 - i) provide the Association with seventy-five (75) days' notice; and
 - ii) meet with the Association to review the reasons causing the layoff.
 - (b) A layoff of nurses shall be made on the basis of seniority, according to status (Full-time status and/or Part-time status) provided that the nurses who are entitled to remain on the basis of seniority and status are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be the first laid off.

- (c) No new nurse shall be hired until all those laid off have been given an opportunity to be recalled to perform the work available.

Applies to Full-time Nurses only:

- (d) Where the full time complement is to be reduced, a displaced full time nurse may utilize his/her seniority to displace a more junior full time nurse at the other site. If there is no junior full time nurse at the other site for her to displace then she may displace a more junior part time nurse at the original site. If there is no junior part time nurse at the original site she may displace a more junior part time nurse at the other site.

Applies to Part-time Nurses only:

- (e) Where the part-time complement is to be reduced, a displaced part-time nurse may utilize his/her seniority to displace a more junior part-time nurse at the other site.
- (f) Nurses shall be recalled in order of seniority and according to status (i.e. full-time nurses to be recalled for full-time positions, part-time nurses to be recalled for part-time positions), regardless of site, unless otherwise agreed between the Employer and the local Association, provided that the nurse is qualified to perform the available work. If a nurse is recalled to the other site he/she will not maintain recall rights at his/her original site.
- (g) Where a vacancy occurs in a position formerly held by a laid off nurse within six (6) months of the date of layoff, he/she will be offered the opportunity to return to his or her former position. Where the nurse returns to her or his former position, there shall be no requirement to post the vacancy in accordance with Article 9.06. Where the nurse refuses the opportunity to return to her or his former position, the nurse shall advise the applicable Administrator in writing, within five (5) calendar days. The vacancy will then be posted.
- (h) Notwithstanding the above, a nurse who has been notified of layoff may accept the layoff.
- (i) Once nurses of the same status (full-time nurses to full-time positions and part-time nurses to part-time positions) who wish have all been recalled under clause (f) then nurses of the other status may be recalled to the remaining vacancies in the other classification (full-time status to a part-time position and part-time status to a full-time position). This cross classification recall will not eliminate the nurse's original recall rights to his/her pre-layoff status.

9.10 The Employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

9.11 Employees promoted to Supervisory positions not covered by this Collective Agreement will retain their seniority after promotion and if transferred back into the bargaining unit within six (6) months. The time served in such position shall be included in their service standing.

- 9.12 A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time or in the event she is transferred from casual to regular part-time or vice versa. A nurse whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

ARTICLE 10 - EMPLOYEE FILES

- 10.01 (a) In the event that it is deemed necessary by the Employer to file a report of censure, the Employer shall, within five (5) days thereafter, give a copy of such censure to the nurse involved with a copy to the Association.
- (b) 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 year.
- 10.02 The Employer agrees that all censures issued prior to the effective date of the Collective Agreement shall not be part of the nurse's record.
- 10.03 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice, or other employment related matters is completed with respect to any nurse it shall be shown to the nurse in a timely manner.
- 10.04 Upon request, a nurse may review her file and receive a copy of anything in her file at a time agreeable to the Employer in the presence of her Supervisor. The nurse may be accompanied by a Nurse Representative if she so wishes.

ARTICLE 11 - LEAVE OF ABSENCE

- 11.01 Written requests for leave of absence will be considered on an individual basis by the Employer. Such requests are to be made in writing four (4) weeks in advance except in case of emergency and a written reply will be given within seven (7) days of the date of such request, except in cases of emergency. If the leave of absence is denied, such written reply shall contain the reasons for the denial. Requests for leave of absence shall not be arbitrarily withheld. Such leaves are subject always to scheduling requirements.
- 11.02 (a) Association Leave
- Leave of absence for Association business including conferences and conventions shall be given to nurses provided that the Association give the Employer at least two (2) weeks' advance notice of such leave. 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 and applicable benefits.

(b) Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay. There shall be no loss of seniority or credits for the purpose of salary advancement and vacation entitlement or other purposes during such leave. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(c) President, ONA

Upon application, in writing, by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to two (2) years. There shall be no loss of seniority and service during her absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits. The nurse agrees to notify the Employer of her intention to return to work at least two (2) weeks prior to the date of return.

Notwithstanding the above, the Employer and the Union may make alternate arrangements with respect to salary and benefit continuation.

11.03

(a) Leave of absence with or without pay, at the discretion of the Employer, may be granted to a nurse who wishes to enrol in a post-graduate course, certificate or degree course from a University or community college or other institution offering employment related courses. Leaves of absence shall not be unreasonably withheld.

(b) Education Leave

Leave of absence with pay and without loss of seniority may be granted to allow employees time to take examinations for courses previously approved by the Home.

11.04

Bereavement Leave

A nurse who notifies the Home as soon as possible following a bereavement shall be granted four (4) consecutive working days off, without loss of her regular pay for her scheduled hours, if any, during such four (4) days, in conjunction with the day of the funeral of her spouse, child, or parent and three (3) consecutive working days off, without loss of her regular pay for her scheduled hours, if any, during such three (3) days, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. "Spouse" for the purposes of bereavement leave will include a partner of the same sex. One (1) day of bereavement leave without

pay will be granted to attend the funeral of an aunt, uncle, niece, or nephew. The employer, in its discretion, may extend such leave with or without pay.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding four (4) or three (3) days, as applicable, in total, in order to accommodate religious and cultural diversity.

Where the burial occurs outside the province, such leave may be increased by additional unpaid days to permit reasonable traveling time.

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

11.05

(a) Pregnancy Leave

- i) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- ii) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- iii) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (ii) above by written notification received by the Home at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- iv) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 9.02 to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- v) The Home may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- vi) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit (SEB) Plan, a nurse who is on pregnancy leave as provided under

this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance Act, shall be paid a supplemental employment benefit. Effective February 28, 2011 that benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

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

11.05 (b) Parental Leave

- i) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- ii) A nurse who has taken a pregnancy leave under Article 11.05 is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to six (6) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Home as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- iii) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.

- iv) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 9.02 to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- v) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit (SEB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to the Employment Insurance Act, shall be paid a supplemental employment benefit. Effective February 28, 2011, that benefit will be equivalent to the difference between eighty percent (80%) of her or his regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that the nurse is in receipt of Employment Insurance parental benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of twelve (12) weeks. The nurse's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

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

- (c) A nurse who is on approved pregnancy and/or parental leave in accordance with Article 11.05 (a) or (b) is entitled to extend such leave to a maximum of twelve (12) months in total.

11.06

Jury and Witness Duty

If a nurse is required to serve as a juror in any court of law or is required to serve as a witness in a court proceeding in which the crown is a party, or is required by

subpoena to attend a Court of Law, other than proceedings before the Ontario Labour Relations Board or Arbitration appearances on behalf of the Ontario Nurses' Association, or coroner's inquest, or is subpoenaed to appear at the College of Nurses, the nurse will receive pay for those days of her regular schedule during which she is required to be absent, provided that such nurse promptly repays the amount (other than expenses) paid to her for such service or attendance to the Employer, and presents proof of service requiring her attendance.

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

11.07 Professional Leave

Professional leave with pay will be granted to full-time nurses who are elected to the College of Nurses to attend the regularly scheduled meetings.

11.08 Family Sick Leave

Regular full-time employees who have completed their probation will be permitted to take up to a total of five (5) days family leave per calendar year in the following circumstances, provided that the employees have accumulated such days in their sick leave banks:

- a) unpredictable family health emergencies where alternative arrangements cannot reasonably be made; and
- b) unpredictable "family care arrangement" emergencies where alternative arrangements cannot reasonably be made.

For purposes of this Article, "family member" for which such leave may be taken includes the child, parent, spouse, common-law partner or same sex partner of the employee.

Employees who have accumulated sick leave days and, therefore, who are eligible to take family leave in these circumstances, shall be paid for these days and shall have these days deducted from their sick leave banks.

These family leave days are inclusive of, and not in addition to, any emergency leave days that may be available under applicable statutes.

- 11.09 a) Family Medical Leave will be granted in accordance with the *Employment Standards Act*.

ARTICLE 12 - PAID HOLIDAYS

12.01 The Employer agrees to recognize the following paid holidays for full-time nurses:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Float Day

Remembrance Day

or days celebrated in lieu thereof, regardless of the day on which it falls.

- 12.02 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.
- 12.03 (a) If a full-time nurse works on a paid holiday, she shall be paid for all hours worked on the holiday at one and one-half (1½) times her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.03. In addition, she will receive another day off with pay at her straight time hourly rate times the number of hours in a normal daily tour as set out in Article 15.01 at a mutually agreeable time.
- (b) If a part-time nurse works on any of the holidays listed in Article 12.01, she shall be paid at the rate of time and one half (1½) her regular straight time hourly rate for all hours worked on such holiday subject to Article 16.03.
- 12.04 When a nurse is scheduled off on a paid holiday, she shall be entitled to holiday pay for the paid holidays as outlined in 12.02, subject to the following:
- 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 Employer 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 Employer;
- (c) the nurse's regular scheduled day off;
- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.
- 12.05 The holiday shall begin at 00:01 and end at 24:00 on the date of the holiday. Any hours worked by a nurse during the holiday shall be paid in accordance with Article 12.02.
- 12.06 When a holiday falls during a nurse's scheduled vacation period, her vacation shall be extended by one (1) day unless the nurse and the Employer agree to schedule a different day off with pay.

ARTICLE 13 – VACATIONS

- 13.01 All full-time nurses shall receive vacations with pay based on length of full-time continuous service as follows:
- (a) Nurses who have completed less than one (1) year of full-time continuous service (as of the date for determining vacation entitlement) shall be

entitled to a vacation on the basis of 1.25 days (9.375 hours for nurses whose regular hours of work are other than the normal daily tour) for each completed month of service with pay in the amount of 6% of gross earnings.

- (b) Nurses who have completed one (1) or more years of full-time continuous service (as of the date for determining vacation entitlement) shall be entitled to an annual vacation of three (3) weeks with three (3) week's pay (112.5 hours pay for nurses whose regular hours of work are other than the normal daily tour), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c) Nurses who have completed three (3) or more years of full-time continuous service (as of the date for determining vacation entitlement) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay, (150 hours pay for nurses whose regular hours of work are other than the normal daily tour), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (d) Nurses who have completed thirteen (13) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Employer) shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay, (187.5 hours pay for nurses whose regular hours of work are other than the normal daily tour), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (e) Nurses who have completed twenty-two (22) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Employer) shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay, (225 hours pay for nurses whose regular hours of work are other than the normal daily tour), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) If a 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 for work performed on the following basis:

- 3 week entitlement - 6%
- 4 week entitlement - 8%
- 5 week entitlement - 10%
- 6 week entitlement - 12%

13.02

- (a) All regular 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, of their gross earnings in the preceding year. If a nurse works or receives paid leave for less than 1100 hours in the vacation year she will receive vacation pay based on a percentage of her gross salary for work performed on the following basis:

- 3 week entitlement - 6%
- 4 week entitlement - 8%

5 week entitlement - 10%

6 week entitlement - 12%

Equivalent years of service, calculated pursuant to the formula set out in Article 13.02 (b), shall be used to determine vacation entitlement.

Casual part-time nurses will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable. Equivalent years of service will be based on the casual part-time nurse's seniority established under Article 9.01 and will be calculated on the basis that 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

- (b) For the purpose of vacation entitlement, service for those nurses whose status is changed from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time nurse employed by the home and accumulated on a continuous basis. For the purpose of this Article 1500 hours of part-time service shall equal one year of full-time service and vice versa.

13.03 A nurse who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation, it being understood and agreed that the nurse will provide at least two (2) weeks' notice of termination.

13.04 Scheduling

- (a) Vacations may be taken at any time of the year provided adequate staffing of the Home can be maintained.
- (b) i) Vacation requests shall be submitted by May 1st. The approved vacation schedule shall be posted no later than June 1st.
- ii) In cases of conflict, seniority shall be the governing factor with respect to the scheduling of vacations. Nurses who fail to submit vacation requests by May 1st shall lose the right to exercise seniority rights in this matter. The vacation schedule shall not be changed unless it is with the Employer's approval.
- iii) One week of vacation shall be defined as seven (7) consecutive calendar days.
- (c) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- (d) Vacation may commence on any day of the week.

13.05 The vacation year shall commence with the anniversary date of the nurse. All of the employee's vacation entitlement must be used during the vacation year, subject to Article 13.06.

13.06 A nurse may ask to carry one week of vacation entitlement over to the following vacation year. Such a request shall not be unreasonably denied.

ARTICLE 14 - SICK LEAVE AND LONG TERM DISABILITY

14.01 Sick leave shall be granted to all full-time nurses on the basis of one and one-half (1½) days per month. Unused sick leave credits to a maximum of seventy-five (75) days shall accrue for future benefits. One day of sick leave is equivalent to a normal daily tour.

Full-time nurses working extended tours will receive sick pay at the rate of eleven and one quarter (11.25) hours per day and will accumulate sick time to a maximum of fifty (50) days at 11.25 hours.

14.02 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Home for sick leave credits in her bank equivalent to the benefit she would receive from Workers' Compensation if her claim was approved. On receipt of Workers' Compensation benefits the employee shall repay the Home that which she has received from the Home and her sick leave credits will be credited back to her.

14.03 In the event that a nurse is prevented from performing her regular work with the Employer on account of an occupational accident associated with her employment with the Employer and this accident is recognized by the Workers' Compensation Act as compensable within the meaning of the Act, the Employer will, on request, supplement the award made by the Compensation Board for loss of wages to the nurses by such an amount that the award of the Compensation Board and the Employer supplementation will equal one hundred (100%) percent of the nurse's regular wages in effect at the time of illness or injury (exclusive of any overtime, etc.) and the nurse's sick leave credits will be reduced proportionately. When the application for compensation is made, the nurse shall advise whether or not she wishes to accept the Employer's supplementation. Any payments so made by the Employer will cease when the accumulated income protection has been claimed.

14.04 Employees are requested to notify the Home of their intention to return to work after illness at least twelve (12) hours prior to the start of the shift on which they plan to return.

14.05 Immediately after the close of each calendar year, the Employer shall review the sick leave records of each employee and verify that the accumulated sick leave is correct. Any employee is to be advised within fifteen (15) days of application of the amount of sick leave accrued to his credit.

ARTICLE 15 - HOURS OF WORK

15.01 The following provision designating regular hours on a daily tour and regular daily tours over the nursing schedule determined by the Employer shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule.

Subject to Article 15.02 below:

- (a) The normal daily tour shall be seven and one half (7.5) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half ($\frac{1}{2}$) hour meal period.
- (b) Nurses shall be entitled subject to the exigencies of patient care to two (2) fifteen (15) minute paid rest periods.
- (c) The normal hours of work for nurses working normal daily tours shall be 7.5 hours per day and 37.5 hours per week.

15.02 Scheduling for Regular 7.5 hour tours

Scheduling of Regular 7.5 hour tours shall be in accordance with the following:

- (a) no split shifts;
- (b) at least two (2) consecutive days off shall be scheduled in a two (2) week period;
- (c) if such nurse is required to work on a second (2nd) consecutive and subsequent weekend, she will be paid at one and one-half ($1 \frac{1}{2}$) times her straight time hourly rate of pay for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:
 - (i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (ii) such nurse has requested weekend work; or
 - (iii) such weekend is worked as a result of an exchange with another nurse; or
 - (iv) such nurse was hired to do weekend work.
- (d) Prior to altering the starting or finishing time on a unit, or introducing different shifts, the Bargaining Unit President of the Local shall receive sixty (60) days' notice and the nurses on the unit consulted for input and comments.

At least forty-eight (48) consecutive hours off are to be scheduled following night shifts unless mutually agreed.

- (e) Schedules shall be posted at least twenty-eight (28) days in advance;
- (f) Any request by a nurse for a change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tours of duty.
- (g) There shall be a minimum of sixteen (16) hours off between scheduled tours unless otherwise mutually agreed.
- (h) Nurses shall be allowed to exchange tours of duty with the approval of the Director of Resident Care or designate. Such changes initiated by the

nurse will not result in additional cost to the Employer.

- (i) Schedules shall not be changed unilaterally by the Employer once posted, unless expressly agreed by the nurse.
- (j) A weekend off is defined as being fifty-six (56) hours off during the period following the completion of the Friday evening shift until the commencement of the Monday day shift.

15.03 Extended Tour

Where nurses work 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.

- (a) The extended daily tour shall be 11.25 consecutive hours in any twenty-four (24) hour period exclusive of a total of forty-five (45) minutes of unpaid meal time.
- (b) Nurses shall be entitled, subject to the exigencies of patient care, to rest periods during the tour of a total of forty-five (45) minutes. The scheduling of meal and rest periods shall be determined by the Employer.
- (c) A nurse who is required to remain on standby during her unpaid meal break shall receive standby pay in accordance with Article 16.09 prorated for forty-five (45) minutes.
- (d) Where a nurse is or will be unable to take the normal lunch break due to the requirement of providing patient care in accordance with the Home's policy, such nurse shall be paid time and one-half (1½) her regular straight time hourly rate for the time worked in excess of her normal daily hours.

15.04 At the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour or extended tour for a period of up to fifteen (15) minutes and such time shall not be compensated.

15.05 Scheduling

Scheduling of extended tours shall be in accordance with the following:

- (a) No split shifts;
- (b) No more than four (4) consecutive extended tours shall be scheduled unless by mutual agreement;
- (c) At least two (2) consecutive days off shall be scheduled in a two (2) week period.
- (d)
 - i) Full-time nurses and regular part-time nurses shall receive every second weekend off.
 - ii) If such nurse is required to work on a second (2nd) consecutive and subsequent weekend, she will be paid at one and one-half (1½) times her straight time hourly rate of pay for all hours worked

on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:

- (A) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (B) such nurse has requested weekend work; or
 - (C) such weekend is worked as a result of an exchange with another nurse; or
 - (D) such nurse was hired to do weekend work.
- (e) At least forty-eight (48) consecutive hours off are to be scheduled following night shifts unless mutually agreed.
 - (f) Schedules shall be posted at least twenty-eight (28) days in advance;
 - (g) Any request by a nurse for a change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tours of duty.
 - (h) There shall be a minimum of twelve (12) hours off between scheduled tours.
 - (i) Where nurses are working extended tours, a weekend is defined as being sixty (60) hours off during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
 - (j) Nurses shall be allowed to exchange tours of duty with the approval of the Director of Resident Care, or designate. Such changes initiated by the nurse will not result in additional cost to the Employer.
 - (k) Schedules shall not be changed unilaterally by the Employer once posted, unless expressly agreed by the Nurse.

ARTICLE 16 - PREMIUM PAYMENT

- 16.01 Nurses shall not be scheduled or required to work in excess of normally scheduled hours of work without consent except in cases of emergency. A nurse shall have the option of selecting compensating time off at one and one-half (1½) times the time actually worked in lieu of overtime or premium payment. Such payment shall not be counted towards any overtime entitlement for that pay period.
- 16.02 Premium payment of one and one-half (1½) times her regular straight time hourly rate shall be paid to a nurse as follows:
- (a) subject to Article 15.04, for all work performed in excess of the hours of work in Article 15.01(a) and 15.02 (a), as the tour was designated in accordance with the schedule when posted or when subsequently offered.

- (b) for all work performed on scheduled days off by a full-time nurse;
- (c) for all work performed by a full-time or part-time nurse after working in excess of two hundred and twenty-five (225) hours in a six (6) week schedule.

16.03 Where a nurse is required to work on a paid holiday or on an overtime tour or on a tour that is paid the rate of time and one-half (1½) her regular straight time hourly rate and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

16.04 If the Employer fails to schedule a period of twelve (12) consecutive hours between extended tours, the Employer will pay to the nurse time and one-half (1½) her appropriate hourly rate for the following tour of duty worked. This does not include circumstances where the nurse is called in to commence work prior to her tour or is required to stay past the completion of her tour due to circumstances beyond the Employer's control.

16.05 If the nurse is scheduled to work in excess of four (4) consecutive extended tours, she shall be paid time and one-half (1½) for all days scheduled in excess of four (4) until a day off is scheduled.

16.06 If a nurse's scheduled tour is changed with less than forty-eight (48) hours' personal notice from the starting time of the scheduled tour period, she will receive a minimum four (4) hours' pay. This provision shall not apply in the case of a change pursuant to Article 15.05 (j).

16.07 A nurse who is called in or reports for work as scheduled and is not required to work, shall receive a minimum of four (4) hours' pay.

16.08 A nurse who is called into work outside her regularly scheduled working hours shall receive time and one-half (1½) her regular straight time rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1½) her appropriate rate. This does not apply to periods when a nurse is on standby during meal breaks.

16.09 Standby Pay

A nurse who is required to remain available on standby duty outside her regularly scheduled working hours shall receive standby pay in the amount of two dollars and fifty cents (\$2.50) per hour for the standby period scheduled by the Employer. Where such standby duty falls on a paid holiday, the nurse shall receive standby pay in the amount of three dollars (\$3.00) per hour. Standby pay shall, however, cease where the nurse is called in to work under Article 16.08 and works during the period of standby.

16.10 For the purposes of this Article, Regular Tours are defined as:

Days:	0700 - 1500 hours
Evenings:	1500 - 2300 hours
Nights:	2300 - 0700 hours

For the purposes of this Article, Extended Tours are defined as:

Days:	0700 - 1900 hours
Nights:	1900 - 0700 hours

For clarity, a nurse working the extended tour which begins at 0700 and ends at 1900 is not entitled to shift premium for the hours from 1500 to 1900.

A nurse working the extended night tour which begins at 1900 and ends at 0700 is entitled to night shift premium for the hours from 1900 to 0700.

Effective March 14, 2011, shift premium shall be paid to nurses on the evening shift at the rate of one dollar and fifty-five cents (\$1.55) per hour for all hours worked from 1500 to 2400 hours. Shift premium shall be paid to nurses on the night shift at the rate of one dollar and eighty-five cents (\$1.85) per hour for all hours worked from 2300 to 0700 hours.

- 16.11 A nurse who works a second consecutive tour shall be entitled to the normal rest periods and one half (½) hour paid meal period and five dollars (\$5.00), if the Employer is unable to provide a hot meal.
- 16.12 A nurse shall be paid a weekend premium of two dollars (\$2.00) per hour for all hours worked between 2400 hours Friday and 0700 hours Monday.
- 16.13 A full-time or regular part-time nurse who is called to come in to work less than two (2) hours prior to the commencement of a full tour shall have up to two hours following the call to arrive at work. If this two (2) hour period extends into the tour she shall be paid as though she had worked from the beginning of the tour provided that she arrives within the two (2) hour period following the call.
- 16.14 There shall be no pyramiding or duplicating of overtime or premium rates or any other benefit under this agreement unless otherwise specifically provided.

ARTICLE 17 – MISCELLANEOUS

- 17.01 The Association shall have the use of a bulletin board at each site in the Employer's premises for the purpose of posting notices relating to the Association's business. Such notices must be approved by the Employer prior to their being posted and such permission shall not be unreasonably withheld.
- 17.02 A photo copy of this agreement will be issued to each nurse now employed or who becomes employed. The cost of printing this agreement shall be equally shared between the Association and the Employer.
- 17.03 If facilities are available, the Ontario Nurses' Association may use such facilities with the permission of the Employer at times agreed upon by the Employer for the Association to hold meetings on the Employer's premises.
- 17.04 Pay cheques or pay statements are to be issued on a regular day of the week, with a clarified itemized statement of all deductions, premiums and changes of increment in an envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date.

- 17.05 Prior to affecting any changes in the Employer's policies or rules, which would affect nurses covered by this Agreement; the Employer shall first discuss such proposed changes with the Association.
- 17.06 Each nurse shall keep the Employer informed of changes to relevant employment information.
- 17.07 Where a medical examination is required to comply with the statute, a nurse may choose her personal physician, subject to any limitations imposed by legislation.
- 17.08 The Employer shall make available to each nurse and the Association a copy of the booklets for those benefit programs defined in the Collective Agreement and changes thereto. Upon request, the Association shall be provided with a current copy of the master policy.
- 17.09 Any dispute which may arise concerning a nurse's entitlement to benefits may be subject to grievance and arbitration under the provisions of this Agreement.
- 17.10 The Employer may substitute another carrier for any of the plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 17.11 The Employer agrees to make available the following parking spaces for Nurses:

D'Arcy Street:

0700-1900	-	2 spaces
1500-2300	-	1 space in addition to the 2 spaces between 0700-1900
1900-0700	-	1 space

Scarborough:

day shift	-	2 spaces
evening shift	-	2 spaces
night shift	-	1 space

The cost of parking at D'Arcy Street will be three dollars (\$3.00) per shift for nurses using the parking during the day and evening shifts. There will be no charge for parking on the night shift.

When shift changes take place, additional parking space will be made available for one-half (½) hour to accommodate the changes in shift.

- 17.12 The Employer will provide meals to nurses requesting such meals provided that the nurse shall pay the following rates for such meals:

Dinner: \$4.00

Lunch: \$4.00

Breakfast: \$3.00

The nurse shall notify the Employer at least twenty-four (24) hours in advance of her intention to purchase a meal whenever possible.

ARTICLE 18 – BENEFITS

- 18.01 (a) The Employer will pay one hundred (100%) percent of the Ontario Health Insurance Plan through the Employer Health Tax.
- (b) The Employer will pay one hundred (100%) percent of the cost of one and one-half (1½) times her annual salary of Life Insurance for all full-time nurses. This policy will include Accidental Death and Dismemberment in the same amount as the Life Insurance.

18.02 The Employer agrees to contribute 100% of the cost of the single/family premium for full-time nurses who have completed their probationary period for the following benefits:

- (a) The Employer agrees to implement an Extended Health Care \$10.00/\$20.00 deductible, no co-insurance plan. If a nurse is otherwise covered, the Employer shall not be obliged to contribute. The Employer shall provide hearing aid coverage (\$500.00 every thirty-six (36) months per person) and a vision care coverage rider of \$200.00 per person every twenty-four (24) months; plus a vision exam valued at \$50.00 and the ability to use coverage for laser eye surgery.
- (b) The Employer agrees to implement a Dental Plan (equivalent to Blue Cross #9) based on current O.D.A. fee schedule to eligible full-time nurses who participate in the plan.
- (c) The Employer shall continue to pay the premiums for benefit plans for nurses who are on paid leave of absence. Nurses who are on layoff may continue to participate in the benefit plans, at their request, provided they prepay the premium amount prior to the first of the month of coverage. The Employer will pay the aforesaid benefits for employees on WSIB benefits in accordance with the Workplace Safety and Insurance Act, as amended. The Employer shall pay the premiums for a nurse who is on sick leave and for retirees who are in receipt of HOOPP Permanent Disability Benefits to a maximum of thirty (30) months from the time the absence commenced.
- (d) Whenever an employee's physician prescribes a drug covered by the Employer's insurance plan preference should be given to prescribing a generic drug if available and deemed to be appropriate by the aforementioned physician.

The Employer will convene with the staff, union representatives, and a representative of the insurance company prior to implementing this policy.

The Employer will provide a letter to be given to the employee's physician explaining the above-mentioned policy.

18.03 For newly hired full-time nurses, coverage as set out in Article 18.01 (a) (b) and 18.02 shall be effective the first billing date in the month following the month in

which the nurse was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for a nurse occur later than the first day of the fourth full month following the month in which the newly-hired nurse was first employed.

18.04 Pension Plan

All present nurses enrolled in HOOPP shall maintain their enrollment 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, enroll in the Plan when eligible in accordance with the terms and conditions of the Plan.

18.05 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 Employer will advise the Association of any change in carrier or underwriter at least thirty (30) days prior to implementing a change in carrier.

ARTICLE 19 - OCCUPATIONAL HEALTH AND SAFETY

- 19.01 (a) The Home will notify the Association of the names of all nurses off work due to a work related injury (whether or not the nurses are in receipt of WSIB benefits) and those on long term disability by the 15th of the month following commencement of the absence.
- (b) The Employer will notify the Association, in writing, within twenty-four (24) hours of the Employer's knowledge of any nurse who has been assaulted or injured in the line of work.
- (c) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Home will notify and meet with the staff representative of the Ontario Nurses' Association and a member of the Local executive to discuss the circumstances surrounding the employee's return to suitable work.
- Any agreement resulting from these discussions which conflicts with the Collective Agreement shall, subject to agreement by the Union, prevail over any provision of this agreement in the event of a conflict.
- (d) The Home agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.
- (e) In the event that the nurse's eye glasses are broken by assault or injury in the line of work, the Employer will reimburse the nurse for the cost of replacement up to \$200.00 upon production of a receipt.
- (f) In the event that the nurse's uniform is ruined by assault or injury in the line of work, the Employer will reimburse the nurse for the cost of replacement up to \$50.00 upon production of a receipt.
- (g) The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to nurses at short notice in the event there are reasonable indications of the emergence of a pandemic.

- (h) In the event there are reasonable indications of the emergence of a pandemic any nurse working at more than one health care facility will, upon the request of the Employer, provide information of such employment to the Employer. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

19.02 Needle Stick and Sharps Injuries

The facility, in consultation with the local Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Employer at each site in consultation with its Joint Health and Safety Committee.

19.03 Musculoskeletal Injury and Prevention and Control

1. The site, in consultation with the local Joint Health and Safety Committee (JHSC), shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.
2. The site will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all existing employees, and for newly hired employee's during their orientation and thereafter as required.

19.04 Violence Prevention and Control

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

- (a) The Employer in consultation with the Joint Health and Safety Committee shall develop, establish and put into effect, violence prevention and control measures, procedures, practices, equipment and training for the health and safety of workers.
- (b) At least once a year the violence prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in the light of current knowledge and practice.
- (c) The review and revision shall be done more frequently than annually if:
 - (i) the employer, on the advice of the joint health and safety committee or health and safety representative, if any, determines that such review and revision is necessary; or
 - ii) there is a change in circumstances that may affect the health and safety of a worker.

- (d) The Employer will provide training on violence prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation.

ARTICLE 20 - PROFESSIONAL

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

- (a) i) Complain in writing to the Director of Resident Care or designate within fifteen (15) calendar days of the alleged improper assignment. The chairperson of the Management Association Committee shall convene a meeting of the committee within fifteen (15) calendar days of the filing of the complaint. The committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Management Association 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 five (5) independent registered nurses who are well respected within the profession and have experience in the field of Homes for the Aged. The member of the committee chosen from the panel of independent registered nurses shall act as chairperson.
- iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within twenty-one (21) calendar days of its appointment, and shall be empowered to investigate as is necessary, and to make what findings as are appropriate under the circumstances. The Assessment Committee shall report its findings in writing, to the parties within twenty-one (21) calendar days following completion of its hearing.
- (b) i) The list of the Assessment Committee is attached as Schedule "B" and forms part of this Agreement.
- The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable or unwilling to sit within the time limit stipulated, the panel member next on the list will be appointed by the parties.
- ii) Each party will bear the cost of its own nominee and will share equally the fee of the chairperson, and whatever other expenses are included by the Assessment Committee in the performance of its responsibilities as set out herein.

- 20.02 (a) When required by a certifying body to update an employee's qualifications, the Employer shall grant a leave of absence without pay which shall include the time required to write any examinations.
- (b) The Employer is not required to provide the nurse with alternate hours of work or to guarantee hours of work to any nurse who takes such leave of absence.

ARTICLE 21 - ORIENTATION AND IN-SERVICE

- 21.01 It is agreed that orientation and inservice programmes will be provided to all nurses; these programmes shall be reviewed and updated from time to time by members of the Management Association Committee.
- 21.02 The following minimums are to be observed in the orientation - familiarization of a nurse:
- a) A newly employed nurse shall be entitled to an orientation/familiarization period in accordance with Article 21.02 (b) and shall not be placed in charge until such orientation/familiarization period has been completed. This orientation/familiarization requirement shall also apply when a nurse is transferred to the alternate site.
- b) A period of orientation-familiarization shall be at least two (2) tours on each of the following shifts: days, evenings and nights, as applicable.
- (c) She shall be an additional nurse to the usual staffing pattern;
- (d) The nurse or nurses involved in the orientation - familiarization will confirm that it has been completed, and this will be noted on the newly hired nurse's personnel file, which will be reviewed with such nurse, and the nurse shall also be able to comment.
- 21.03 The in-service education program shall be based on the following principles:
- (a) It shall be based on learning needs or requirements identified by the Employer and learning needs identified by nurses.
- (b) It shall be a planned program to update nurses as to changes in procedures or practices.
- (c) The Employer will attempt to schedule all in-service education programmes in a manner which will allow all nurses to attend during working hours. Nurses who are required to attend such programmes outside their working hours shall be paid at their regular rate of pay.

ARTICLE 22 – COMPENSATION

- 22.01 The salary rates in effect during the term of this agreement shall be those set forth in Appendix "A" attached to and forming part of this agreement.

22.02 Retroactivity

Except as otherwise provided, the terms of this Agreement are effective the date of ratification. Any nurse who has left the employ of the Employer and is entitled to retroactivity will be contacted by the Employer within thirty (30) days following ratification. The Employer's letter in this regard will advise the terminated nurse of the entitlement to apply for retroactive salary and the method by which application is to be made.

All retroactivity shall be paid within six (6) weeks following ratification, and if so paid shall not bear interest. Retroactivity paid later than the six (6) week period shall include interest calculated at the bank rate on fifty percent (50%) of the total of retroactivity accumulated as of the date of payment. Retroactivity shall be paid out on a separate itemized cheque.

22.03 Each nurse shall be placed on the salary grid in accordance with her service with the Employer, including full recognition of her past nursing experience as set out in 22.06 (a).

22.04 A graduate nurse in the employ of the Employer upon presenting proof of a current Certificate of Competence by the College of Nurses of Ontario shall be given the salary of the registered staff nurse as provided in this Article retroactive to the date of certification or the date of last hire, whichever is later.

22.05 Effective July 1st 2004, a nurse who is designated to temporarily relieve the Director of Resident Care, shall be paid one dollar and forty cents (\$1.40) per hour in addition to her salary.

22.06 (a) On hiring, nurses shall receive recognition for past nursing experience on the basis that for every year of related nursing experience the nurse will receive one (1) annual increment up to a maximum of the salary scale.

Each nurse shall be placed at the level on the grid on which she would have been on that date if credit had been granted on this basis at the time she was hired. Anniversary dates shall not be affected by any adjustment on the grid resulting from this provision, and movement up the grid shall continue.

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

22.07 Effective March 14, 2011, the Employer shall, when no supervisor is available, designate at least one employee to be in charge from 1700 to 0900 and all hours on the weekend (from Friday 1700 to Monday 0700) and holidays. Such employee shall receive one dollar and fifteen cents (\$1.15) per hour in addition to her or his regular salary and applicable premium allowance.

The employee working the extended tour on the above-noted shifts is designated to be in charge. If the schedule is modified in such a way as to eliminate extended tours or to create uncertainty about the application of this clause, the parties will meet to discuss appropriate modifications, if any, or application of the clause.

22.08 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, or where a nurse alleges she has been improperly classified, the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to review the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step #2 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure it may be referred to arbitration.

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

22.09 Uniform Allowance

Full-time nurses will receive a uniform allowance of two dollars and twenty five cents (\$2.25) per week.

Regular part-time nurses will receive a uniform allowance of two dollars and twenty five cents (\$2.25) per week in any week she works two or more tours and one dollar and ten cents (\$1.10) per week for each week she works only one tour.

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

ARTICLE 23 – DURATION

23.01 This Agreement shall be in effect to June 30, 2010, and shall remain in effect from year to year thereafter unless either party gives the party written notice of termination or desire to amend the agreement.

23.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

Dated at Toronto, Ontario, this 6th day of June, 2011

FOR THE EMPLOYER

[Signature]

[Signature]

FOR THE UNION

Shei Shui

Labour Relations Officer

Priscilla Li-Bun

Grace Pui

Ngak Man Jan

APPENDIX "A"**SALARY SCHEDULE**

The salary rates in effect during the term of this Agreement shall be those set forth in Appendix "A" attached to and forming part of this Agreement. The hourly wage schedule for a Registered Nurse shall be as follows:

Classification – Registered Nurse

	Effective	Effective
	<u>April 1, 2009</u>	<u>April 1, 2010</u>
Start	28.50	29.36
1 Year	28.92	29.79
2 Years	29.41	30.29
3 Years	30.85	31.78
4 Years	32.31	33.28
5 Years	34.13	35.15
6 Years	35.96	37.04
7 Years	37.81	38.94
8 Years	40.49	41.70
25 Years	41.20	42.44

(a) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

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

Applicable straight time hourly rate + 13% or 9% as applicable

(c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enroll in the Employers' Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurses' hourly rate (or straight time hourly rate) in this Agreement does not include the additional nine percent (9%) or thirteen percent (13%), as applicable, which is paid in lieu of fringe benefits and accordingly the nine percent (9%) or thirteen percent (13%), as applicable,

add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

Dated at Toronto, Ontario, this 6th day of June, 20 11.

FOR THE EMPLOYER

FOR THE UNION

mm STELLA LEUNG

Shui Shui
Labour Relations Officer

[Signature]

Priscilla Li-Bur

Grace Pun

Ngak Man Tam

APPENDIX "B"**ROSTER OF CHAIRPERSONS**
FOR THE NURSING ASSESSMENT COMMITTEE
FOR HOMES/HOMES FOR THE AGED

1. Gayle MacKay, RN, BScN, MHSc
56 Deerfoot Trail, RR #4
Huntsville, ON P1H 2J6
Telephone: (705) 787-0012
Fax: (705) 787-0115
E-mail: gmackay@cogoco.ca

2. Jayne Harvey
Chief Executive Officer
FCS International
200-158 Casimir Street
Port Perry, ON L9L 1B7

3. Anita Robertson, R.N. B.A.A.N, MPA
Registered Nurses' Association of Ontario
438 University Avenue, Suite 1600
Toronto, ON M5G 2K8
Telephone: 416-5991925

LETTER OF UNDERSTANDING

Between:

MON SHEONG HOME FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

Re: Effect of Agreement Pursuant to Article 19.01 (c)

The Union agrees that it will not pursue the grievance of a nurse who is adversely affected by an agreement reached pursuant to Article 19.01 (c).

Dated at Toronto, Ontario, this 6th day June of, 20 11.

FOR THE EMPLOYER

FOR THE UNION

Stella Leung

Shea Shee

Labour Relations Officer

[Signature]

Priscilla Li Bnp

Grace Pun

Ngak Man Jan

LETTER OF UNDERSTANDING

Between:

MON SHEONG HOME FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

Re: Selection Of Chairperson for the Nursing Assessment Committee

The Parties agree that the individual listed in Appendix B geographically closest to the Employer will be used first.

Dated at Toronto, Ontario, this 6th day of June, 2011.

FOR THE EMPLOYER

FOR THE UNION

Samy Stella Leung

Shen Shui
Labour Relations Officer

[Signature]

Priscilla Li Buf.

Grace Pun

Ngak Man Tan