

**COLLECTIVE AGREEMENT**

Between:

**MUNICIPALITY OF CHATHAM-KENT  
(RIVERVIEW GARDENS)**

And:

**ONTARIO NURSES' ASSOCIATION**

**Expiry Date: March 31, 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 employees concerned, and to provide for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all employees within the bargaining unit.
- 1.02 It is recognized that the employees wish to work together with the Employer to ensure quality nursing care and quality health protection for residents.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the sole bargaining agent of all registered and graduate nurses engaged in a nursing capacity employed by the Municipality of Chatham-Kent at Riverview Gardens in the Municipality of Chatham-Kent in the City of Chatham, Ontario, save and except Nurse Managers and persons above the rank of Nurse Manager.
- (a) Nurses will be assigned duties and responsibilities in accordance with the *Regulated Health Professions Act* and other applicable statutes and regulations thereto. The Employer will not assign such duties and responsibilities to employees not covered by this agreement unless those duties and responsibilities are appropriate to the position occupied by the employee to whom the duties and responsibilities are being assigned and are consistent with quality patient care.
- (b) Work performed by members of the bargaining unit shall not be reassigned to any person outside the bargaining unit if such reassignment results in the layoff or a reduction in the regularly scheduled hours of a bargaining unit nurse.
- (c) Where a position within this bargaining unit becomes vacant by reason of resignation, retirement, promotion or termination for cause the Employer shall fill such vacant position with a bargaining unit member within a reasonable period.
- 2.02 The Employer recognizes the following categories of employees:
- (a) A full-time employee is defined as an employee who is regularly scheduled for seventy-five (75) hours over a two (2) week pay period.
- (b) A regular part-time employee is defined as an employee who regularly works less than the normal full-time hours.
- (c) A casual part-time employee is an employee who is not regularly scheduled and is called in for occasional tours.
- 2.03 A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario, in accordance with the *Regulated Health Professions Act, and the Nursing Act*, as amended.

- 2.04 A nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act*, 1991 and its Regulations must obtain her General Certificate of Registration prior to the expiry of her Temporary Certificate. If the employee fails to obtain her General Certificate of Registration prior to the expiry of her Temporary Certificate of Registration, she will be deemed to be not qualified for the position of registered nurse and she will be terminated.
- 2.05 (a) A temporary employee is one who is required to temporarily replace an employee who is on vacation, an approved leave of absence, sick leave, long term disability or Workplace Safety Insurance or any special project that has been specifically funded. Any such temporary vacancy shall not exceed the time required to complete the specific circumstances that give rise to the temporary vacancy. An employee hired as a temporary replacement shall be advised in writing at the time of hiring her temporary status and the duration of employment.
- (b) A newly hired temporary employee shall not accumulate seniority unless hired permanently without a break in service, in which case her seniority will be determined to be her original date of hire in the bargaining unit. A temporary nurse will be entitled to the provisions of the *Employment Standards Act*.
- 2.06 The word "nurses" or the word "employees" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- 2.07 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.
- 2.08 At the request of either party, a Representative of the Ontario Nurses' Association may attend any union related meetings including the Grievance and negotiation Committee meetings.
- 2.09 It is understood and agreed that the Labour Relations Officer is the signing authority for the Ontario Nurses' Association and therefore any agreement reached between the parties is of no force or effect without the agreement and signature of the Labour Relations Officer.

### **ARTICLE 3 - MANAGEMENT FUNCTIONS**

- 3.01 The Union recognizes that the management of the Home and the direction of working forces are fixed exclusively in the Home and shall remain solely with the Home except as specifically limited by the provisions of this Agreement and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Home to:
- (a) maintain order, discipline and efficiency;
- (b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees provided that a

claim of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- (c) determine in the interest of efficient operation and highest standard of services, job rating or classification, the hours of work, work assignment, methods of doing the work and the working establishment for the service;
- (d) generally to manage the Home including determining the number of employees, procedures and equipment required.
- (e) make and enforce and alter from time to time, reasonable rules and regulations to be observed by the employees consistent with the provisions of this Agreement.

3.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

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

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

4.02 The Employer and the Union agree that they are bound by the Ontario Human Rights Code and that there will be no discrimination by either of them directed against an employee. For purposes of information, the protected grounds under the Human Rights Code are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, and handicap.

4.03 Harassment

The Employer is responsible for providing employees with a work environment free from unlawful discrimination or harassment and promotes an atmosphere that respects the dignity, self-worth and human rights of every individual.

Each complaint of harassment will be treated as a serious matter and dealt with as per the Municipal Mutual Respect Policy. It is the responsibility of all employees to create and maintain a workplace free from harassment.

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

5.01 The Union agrees that there will be no strikes and the Employer agrees 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*, as amended.

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

6.01 The Employer agrees to recognize the following representatives of the Union:

- (a) An employee representative and an alternate to deal with issues within the Home. Upon mutual agreement of the parties, the number may be altered from time to time.
- (b) A Grievance Committee of up to two (2) employees who are members of the Bargaining Unit and who will deal with issues within the Home.
- (c) A Negotiating Committee of three (3) employees plus a Labour Relations Officer.
- (d) There shall be a Union-Management Committee composed of the Bargaining Unit President and two (2) representatives, who are members of the Bargaining Unit and up to three (3) representatives of the Employer, it being understood that membership of the Committee may be expanded by mutual agreement.

Meetings of this Committee shall be held at the request of either party, but at least every other month provided that there are matters to be discussed. The purpose of this Committee shall be to discuss matters of mutual concern. Minutes of this meeting shall be maintained and signed by both parties. The role of the Chairperson shall rotate between the parties. Each party will notify the other at least forty-eight (48) hours in advance, of the matters it wishes to place on the agenda for the meeting. Items which may arise within the forty-eight (48) hour period may be discussed.

- (e) Health and Safety Committee

The Home and the Union agreed that they mutually desire to maintain standards of health and safety in the Home and they agree to take reasonable precautions in order to prevent accident, injury and illness to bargaining unit nurses and they agree to accommodate to the point of "undue hardship" any disabled nurse who required such accommodation in order to return to work.

A Union representative from each site, will sit on the joint Health and Safety Committee for the Homes. Under the terms of reference for the Committee, either party will have the right to call meetings at which any unsafe hazardous or dangerous conditions relating thereto will be discussed. Minutes of all pertinent information resulting from these meetings will be made available to the Union.

Any representatives attending Health and Safety Committee meetings shall be paid at her regular rate of pay.

- 6.02 The Union will supply the Employer in writing with the names of all its representatives and changes thereto in a timely fashion.
- 6.03 Time Off For Union Business
- (a) The Union acknowledges that the employee representatives and Committee members referred to above must continue to perform their regular duties, however, it is recognized that a Committee member may be required to leave her duties to attend to Union business in the Home. If such becomes necessary she shall first obtain the permission of her Supervisor. Such permission shall not be unreasonably withheld. Upon completion of her activities, she shall report back to her supervisor or person in charge and resume her duties.
  - (b) Committee members as referenced in 6.01 above, shall not lose pay for any time used during their regularly scheduled hours of work in attending meetings or fulfilling other duties related to their responsibilities under the Collective Agreement.
  - (c) The Employer will pay members of the Negotiating Committee at their respective salaries for all regular time lost in negotiating directly with the Employer up to but not including arbitration. If a member of the negotiating committee is scheduled to work a shift other than days, she will be replaced for that shift.
- 6.04 During the orientation period, an employee representative will be allowed a reasonable period of time, up to one-half (1/2) hour, within regular working hours to meet with employees and to discuss the benefits and duties of the Union members and responsibilities to the Union.

## **ARTICLE 7 - UNION SECURITY**

- 7.01 (a) The Corporation during the term of this Agreement shall deduct each month an amount equal to the regular monthly Union dues from each nurse and remit the same, along with the names and last known addresses of nurses from whom deductions have been made, to the Union, no later than fifteen (15) days after the end of the month for which deductions have been made. Social Insurance Numbers will be provided to the Union, if the employee agrees by written authorization.
- (b) The amount of the monthly dues to be deducted shall be those validly authorized by the Union. The Union shall notify the Employer in writing of the amount to be deducted from each nurse. Such notification, or any amendment thereto, given with two (2) weeks' notice, shall be the Employer's authority to make the deductions.
- 7.02 In consideration of the above, the Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the operation of this Article.

- 7.03 The Employer shall provide each employee with a T4 supplementary slip, showing the dues deducted in the previous year for Income Tax purposes.

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

- 8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of resolving her complaint. Such complaint shall be discussed with her immediate supervisor within ten (10) days after the circumstances giving rise to it have occurred and the immediate supervisor shall reply within ten (10) days. It may then be taken up as a grievance within ten (10) days following the receipt of the decision of the immediate supervisor in the following manner and sequence:

8.02 Step No. 1

The employee, with the assistance of an employee representative if desired, may submit a written grievance signed by her to the Director of Senior Services/Designate, documenting the Article(s) alleged to be violated, the nature of the complaint, and the remedy sought. The Director of Senior Services/Designate shall meet at the facility of the grievor, within ten (10) working days after receiving the grievance. Following such meeting, the Director of Senior Services/Designate will deliver his decision in writing ten (10) days following the day on which the grievance was presented to him. Failing settlement then:

Step No. 2

With fifteen (15) days following the decision under Step No. 1, the employee, with the assistance of an employee representative if desired, may submit the written grievance to the General Manager of Community Health and Family Services and the Manager of Labour Relations. The General Manager of Community Health and Family Services and the Manager of Labour Relations, or their designates shall meet within ten (10) working days after receiving the grievance with a representative of the Association and the employee concerned. The Employer and the Union may each have two (2) additional representatives at such meeting. Following such meeting the General Manager of Community Health and Protective Services or his designate shall respond to the grievance in writing within an additional five (5) working days.

- 8.03 All agreements reached under the grievance procedures between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

8.04 Discharge Suspension

Subject to 9.02(b) a claim by an employee that she has been unjustly discharged or suspended from her employment, will be treated as a special grievance, commencing at Step No. 2 of the grievance procedure, provided the involved person submits her written grievance, dated and signed, within seven (7) working days after the event occurs. Prior to imposing discharge, suspension or written

discipline the Employer shall notify the employee of her right to be represented by an employee representative, and as a good labour relations practice, the Employer will endeavour to inform the employee of the purpose of the meeting. Such special grievances may be settled by confirming the discharge or suspension, or by reinstating the discharged person with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

#### 8.05 Group Grievance

Where a number of employees have similar grievances they may present a group grievance in writing, to their immediate supervisor within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The immediate supervisor shall reply in writing within ten (10) days.

The grievance can then be initiated at Step 1 of the grievance procedure and the applicable provisions of the Article will apply.

#### 8.06 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application, administration or an alleged violation of this Agreement shall originate at Step No. 2 of the Grievance Procedure within ten (10) days after the circumstances giving rise to the complaint have occurred. A grievance by the Employer will be forwarded in writing to the Bargaining Unit President, with a copy to the Labour Relations Officer of the Ontario Nurses' Association. The grievance shall then be treated as having been initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance. The provisions of this paragraph shall not apply to disciplinary grievances or application of competitive clauses under this Agreement.

8.07 Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.

8.08 In all steps of this grievance procedure an aggrieved employee, if she so desires, may be accompanied by or represented by her employee representative.

#### 8.09 Arbitration

No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

If the Employer or the Union requests that a grievance, as above provided, be submitted to arbitration, it shall within ten (10) working days of receipt of the reply at Step 2, make such request in writing addressed to the other party of this Agreement and at the same time appoint its nominee and notify the other party. The recipient of the notice shall within ten (10) days inform the other party of its appointee to the Arbitration Board. The two nominees so mentioned shall, within ten (10) days of the nomination of the latter of them, attempt to settle by

agreement the third person to be a member and Chairman of the Arbitration Board. If they are unable to agree on such Chairman, they shall then request the Minister of Labour of the Province of Ontario to appoint a Chairman. In the event of default of either party in nominating its representative to the Arbitration Board, the other party shall apply to the Minister of Labour for the Province of Ontario who shall have power to effect such appointment.

- 8.10 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance prior to arbitration.
- 8.11 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement or to substitute any provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.12 The Employer and the Union may, by written mutual agreement, substitute a sole Arbitrator for the Board of Arbitration, for specific grievance or grievances provided for herein and the Arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration hereunder.
- 8.13 Each of the parties thereto will bear the fee and expense of the nominee appointed by it and the parties will equally share the fee and expense, if any, of the Chairman of the Arbitration Board, or sole arbitrator.
- 8.14 Any grievance not submitted within the time limits, nor advanced by the grieving party within the time limits, provided for each step of the Grievance or Arbitration procedure, unless such time limits are mutually extended, shall be deemed to have been abandoned.
- 8.15 It is understood and agreed that the Union has carriage of all grievances filed by the Union throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.
- 8.16 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority; and where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.17 Time limits mentioned in the grievance or arbitration procedures may be extended only by mutual agreement. Saturdays, Sundays and paid holidays shall not be counted in determining the time in which any action is to be taken or completed in any steps of the Grievance or Arbitration Procedure.

## **ARTICLE 9 - JOB SECURITY**

- 9.01 Seniority for full-time employees shall be defined as the length of employment with the Employer since date of last hire to a position within the bargaining unit.

Part-time and casual employees' seniority shall be calculated on the basis of worked hours accumulated with the Employer since the date of last hire. It is

recognized that fifteen hundred (1500) worked hours equals one (1) year of full-time seniority and vice versa.

An employee's full seniority and service shall be retained by the employee in the event that she is transferred from full-time to part-time, full-time to casual or from casual to regular part-time or vice-versa. An employee whose status is changed from full-time to part-time or full-time to casual shall receive credit for her full seniority and service on the basis of one (1) year of seniority or service for each fifteen hundred (1500) hours worked as outlined above. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

- 9.02 (a) The probationary period for full-time employees shall be four hundred and fifty (450) hours worked. The probationary period for regular part-time employees shall be four hundred and fifty (450) hours worked or a period of six (6) continuous calendar months whichever is reached first. The probationary period for casual part-time employees shall be three hundred and sixty (360) hours worked or eight (8) continuous calendar months, whichever is reached first. With the written consent of the Employer the probationary employee and the Bargaining Unit President or her designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours worked and, where requested, the Home will advise the employee and the Union of the basis of such extension.
- (b) The release of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary employee is released for reasons which are arbitrary, discriminatory or in bad faith.

A nurse on probation shall not be entitled to any of the seniority rights granted by this Agreement but on completion of her probationary period her name will be placed on the seniority list and her seniority shall be retroactive to the date upon which the probationary period commenced.

A probationary employee shall have the option of Union representation during any disciplinary meetings up to and including discharge.

- 9.03 Separate seniority lists shall be established for full-time, and part-time employees covered by this Agreement who have completed their probationary period. Seniority for full-time will be expressed in terms of a date. Seniority for part-time and casual part-time will be expressed in terms of total hours worked. A copy of each seniority list will be filed with the Union one month after the signing of the Agreement and thereafter twice annually as at end of March and September of each year. Seniority as posted will be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) days from the posting of each new list.

- 9.04
- (a) Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:
    - i) when on approved leave of absence with pay;
    - ii) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
    - iii) when in receipt of benefits from Sick Leave Plan, Long Term Disability or Employment Insurance;
    - iv) when in receipt of Workplace Safety and Insurance Board Benefits;
    - v) when on pregnancy or parental leave.
  - (b) Seniority shall be retained but will not accumulate when an employee is absent from work:
    - i) for a period of twenty-four (24) months or more;
    - ii) is transferred out of the bargaining unit as per 9.08.
  - (c) An employee shall lose all service and seniority and shall be deemed to have terminated if she:
    - i) leaves of her own accord;
    - ii) is discharged and the discharge is not reversed through the Grievance Procedure or Arbitration Procedure;
    - iii) has been laid off for more than twenty-four (24) calendar months;
    - iv) 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;
    - v) is absent from scheduled work for a period of three (3) or more consecutive scheduled working days without notifying the Home of such absence and providing satisfactory reason to the Home;
    - vi) fails to return to work (subject to the provisions of subsection (v) above), upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than for which the leave of absence may be granted;
    - vii) 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 her 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.

NOTE: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

- 9.05 (a) Where the Employer determines a permanent vacancy exists in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days, prior to filling the position in order that any interested employee may apply, provided such application is made within the posting period. Both full-time and part-time employees are able to apply for either full-time or part-time vacancies. A copy of said posting and the name of the successful applicant shall be sent to the Bargaining Unit President. The Union will be notified, should the Employer not decide to fill a permanent vacancy.
- (b) Subsequent vacancies caused by the filling of an earlier vacancy, that are to be filled, will be posted for seven (7) consecutive calendar days. The Union will be notified, should the Employer not decide to fill a permanent vacancy.

- 9.06 Temporary vacancies of six (6) weeks or more will be posted. Part-time employees shall be given the first opportunity to fill such vacancies and they shall retain their part-time status. It is understood, however, that where such vacancies occur in short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. The Employer will outline the conditions and, where possible, the expected duration of such vacancy. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy. An employee who is absent due to leave of absence, illness, or the filling of a temporary vacancy shall have the right to return to her former position, unless the position has been discontinued, in which case she shall be given a comparable job. The returning employee will provide sufficient notice to enable the Employer to give the employee filling the temporary position a minimum of twenty-four (24) hours' notice of change of shift.

If as a result of insufficient work, the Employer decides not to post the temporary vacancy, the Union will be notified.

- 9.07 (a) In all cases of a vacancy, the following factors shall be considered:
- i) skill, ability, experience, and qualifications;
  - ii) seniority.
- When the factors in i) are relatively equal, ii) shall govern. However, if senior applicants are refused a position, they will be given reasons for such refusal.
- (b) Where the applicant has been selected in accordance with this Article and it is subsequently determined that she cannot satisfactorily perform the job to which she was transferred or promoted, the Employer will attempt

during the first thirty (30) tours worked from the date on which the employee was first assigned to the vacancy to return her to her former job and the filling of subsequent vacancies will likewise be reversed.

#### 9.08 Temporary Transfers out of the Bargaining Unit

An employee who is transferred to a temporary position outside of the bargaining unit for a period of not more than six (6) months shall not suffer any loss of seniority, service or benefits. The six (6) month period may be extended upon mutual written agreement by the parties.

An employee who is transferred to a temporary position outside of the bargaining unit for a period of more than six (6) months (which has not been extended by mutual agreement) or who is permanently transferred to a position outside the bargaining unit shall lose all seniority held at the time of the transfer.

An employee must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she will lose all seniority held at the time of the subsequent transfer.

#### 9.09 Layoff and Recall

- (a) In the event that a reduction of the work force is required, the employees will be laid off in reverse order of seniority.
- (b) Full-time and part-time layoff and recall rights shall be separate.
- (c) When recalling an employee after lay-off, those last to be laid off will be the first to be recalled.
- (d) In the event of a lay-off, the Employer will advise the local Union in advance through the Union-Management Committee and will give the reasons for the lay-off, the proposed implementation of it and the service the Employer will undertake after the layoff.
- (e) No employee may be laid off until she has received thirty (30) calendar days' written notice of lay-off.
- (f) No new employee will be hired where there is an employee(s) on lay-off at any of the Homes who is qualified to perform the work.
- (g) In order that the operations of the Union will not become disorganized when layoffs are being made, the Bargaining Unit President shall be the last person laid off in his respective classification during his term of office.

9.10 An employee's posted position shall be held for them while they are continuously absent due to illness or injury for a period of twenty-four (24) months, if they have not been terminated. After such time, the position may be treated as a vacancy and re-posted. If such employee returns to work after a twenty-four (24) month absence, she shall have the option of displacing any employee junior to her in seniority.

## **ARTICLE 10 - EMPLOYEE FILES**

- 10.01 Any letter of reprimand or discipline shall remain on the file for no longer than eighteen (18) months.
- 10.02 When any type of evaluation or performance appraisal is completed with respect to any employee, it is understood and agreed that such employee shall be given an opportunity to sign the document, indicate any area of disagreement and she shall also be provided with a copy of the document. Upon request, an employee may review her file in the presence of a member of Administration. No documents may be removed from the file.
- 10.03 An employee can request Administration to file information in her personnel file. For clarity, information could include, but is not limited to, letters of commendation, certificates, diplomas, or updates of courses taken, etc.

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

- 11.01 Requests for personal leaves of absence without pay will be considered on an individual basis by the Director, Senior Services and forwarded to the Director of Human Resources for approval. Such requests will be made fourteen (14) days prior to the posting of the next work schedule and a written reply will be given within fourteen (14) working days. In cases of emergency, a call to the Director, Senior Services or her designate, followed by a written request will be acceptable. Any leave of absence already granted may be cancelled in cases of emergency, provided the leave has not commenced.
- 11.02 (a) Union Leave
- Upon written request of at least two (2) weeks notice or at the discretion of the Employer, the Employer agrees to grant leaves of absence without pay, to employees selected by the Union to attend Union business, including conferences and conventions. Such leave shall be given up to a total of thirty (30) days during any calendar year provided such leave does not interfere with the continuance of efficient operations of the Home. It is agreed that not more than two (2) nurses shall be absent on such leave at the same time. During such leave of absence the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.
- (b) Board of Directors Leave
- An employee 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. Employees shall continue to accrue seniority and service during such leave of absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the

Employer in the amount of the full cost of such salary and applicable benefits.

(c) President of ONA

Upon written request of at least four (4) weeks notice, by the Union on behalf of the employee to the Employer, a leave of absence shall be granted to such employee elected to the office of the President for the Ontario Nurses' Association for a period of up to six (6) years. The employee shall continue to accrue seniority and service during her absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits. The employee agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of return.

(d) Leave – Provincial Committee

An employee who is elected to a Provincial Committee of the Ontario Nurses' Association, shall be granted leave of absence without pay. Reasonable notice shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided elsewhere in this Agreement. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(e) Leave – Local Coordinator

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay. Leave of absence for Local Coordinator for the Ontario Nurses' Association will be separate from the Union leave provided above. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. The Employer will bill the Union within a reasonable period of time.

11.03 Professional and Educational Leave

- (a) An employee shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours on the day she is to write any examinations required in any recognized course in which employees have been approved by the Employer to enrol in order to upgrade their nursing qualifications. Such approval shall not be unreasonably denied.

- (b) Employees may be granted leave(s) of absence with pay to attend workshops, and seminars, which may be deemed by the Resident Care Administrator or designate to be beneficial to the employee as it relates to her responsibilities. Selection shall be made on an equitable basis from employees who make application to attend. Such permission shall be granted at the sole discretion of the Employer.

The Employer may consider requests for reimbursement of tuition costs from employees who successfully complete such courses.

#### 11.04

##### Bereavement Leave

- (a) In the event of death in the immediate family, an employee shall be allowed up to three (3) working days off with pay. The immediate family of an employee means:

\*Spouse

\*Child or step-child

Parents

Brother or sister

Parent-in-law

Brother or sister-in-law

Grandparents

Grandchildren

Son or daughter-in-law

All of the above include "step" relationships

\*Employees may use two (2) sick days once per calendar year from their sick leave accumulation to supplement bereavement leave in the case of their spouse or child or step-child.

- (b) In the event of death of the following, an employee shall be allowed up to one (1) working day off with pay:

Aunt, uncle

Niece, nephew

Grandparents-in-law

To act as pallbearer or flower bearer

- (c) In the case of part-time employees, the time off with pay shall only be those hours during such time that the employees in question would normally have been scheduled to work (including call-ins).

#### 11.05

##### Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.

- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b), 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.
- (d) 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) toward the probationary period provided in Article 9.02 to a maximum of thirty (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.

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit (SUB) Plan, a nurse who is on pregnancy leave, as provided under this Agreement, who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act*, 1997, as amended, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The 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.

Effective the first pay period after January 28, 2008, on confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit (SUB) Plan, a nurse who is on pregnancy leave, as provided under this Agreement, who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act*, 1997, as amended, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent

to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The 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.

The Employer will continue to pay the percentage in lieu of benefits for part-time employees based on the nurse's normal weekly hours for the full duration of the leave in addition to pension contributions if applicable.

- (f) If the employee wishes to contribute to the O.M.E.R.S. pension plan during the pregnancy leave, the Employer will match the contribution for the period involved. If the employee does not wish to contribute to the O.M.E.R.S. pension plan during the pregnancy leave, she can decide not to. However, in the event the employee wishes to purchase O.M.E.R.S. for the leave period at a later date, the employee may arrange with O.M.E.R.S. to contribute for the broken service on behalf of both the employee and the Employer.

## 11.06

### Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 11.06(a) is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the *Employment Standards Act*. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months' duration.
- (c) 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.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of 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) toward the probationary period provided in Article 9.02 to a maximum of thirty (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.

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit (SUB) Plan, a nurse who is on parental leave, as provided under this Agreement, who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, 1997, as amended, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) 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 employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment 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.

Effective January 31, 2010, on confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit (SUB) Plan, a nurse who is on parental leave, as provided under this Agreement, who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, 1997, as amended, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum of twelve (12) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment 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.

The Employer will continue to pay the percentage in lieu of benefits for part-time employees based on the nurse's normal weekly hours for the full duration of the leave in addition to pension contributes if applicable.

- (f) If the employee wishes to contribute to the O.M.E.R.S. pension plan during the parental leave, the Employer will match the contribution for the period involved. If the employee does not wish to contribute to the O.M.E.R.S. pension plan during the parental leave, she can decide not to. However, in the event the employee wishes to purchase O.M.E.R.S. for the leave period at a later date, the employee may arrange with O.M.E.R.S. to contribute for the broken service on behalf of both the employee and the Employer.

#### 11.07 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by summons to attend a court of law or coroner's inquest in connection with the case arising from the employee's duties at the Home, such employee shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that she:

- (a) notifies the Resident Care Administrator immediately on the employee's notification that she will be required to attend court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Home the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

#### 11.08 Effect of Absence

- (a)
  - i) After thirty (30) consecutive days absence on an unpaid leave, fringe benefits shall cease for the balance of the leave of absence, except that the Employer shall continue to administer the programmes as provided for in Article 18 to maintain coverage for any employee on such leave of absence provided such employee agrees to pay the Employer the premiums required for coverage by the fifteenth (15<sup>th</sup>) of the month in which they fall due.
  - ii) Benefits will accrue from the date of return to employment following such leave of absence.
- (b) The Employer shall continue to pay its share of the premiums for benefit plans for employees who are on paid sick leave (including the

Employment Insurance Period), receiving Workplace Safety Insurance or Long Term Disability benefits. It is understood that the obligation of the Employer to pay its share of the health and welfare benefits shall continue only so long as the employment relationship continues or twenty-four (24) months, whichever occurs first unless prohibited by legislation.

This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.

## **ARTICLE 12 - PAID HOLIDAYS**

12.01 The following days are recognized as holidays under this Agreement:

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

12.02 Full-time employees required to work on a paid holiday shall have the option of either:

- (a) Pay at the rate of two times (2x) the employee's regular rate of pay for work performed on such holiday, in addition to the employee's regular pay, or
- (b) Pay at the rate of two times (2x) the employee's regular rate for work performed on such holiday and an alternate day off with pay at a time that is mutually agreed upon between the Employer and the employee.

12.03 If a paid holiday falls within a full-time employee's normal schedule/rotation they shall have the option to either work the holiday with the appropriate pay or to request the holiday off, subject to operational requirements. Requests for the holiday off must be made prior to the work schedule being posted for that period.

The alternate day off to be taken within four (4) months after the holiday upon mutual agreement between the Employer and Employee.

12.04 In order to qualify for pay for a holiday, an employee shall complete her full shift on each of the scheduled working days immediately preceding and following the holiday concerned unless excused by the Employer or the employee was absent due to:

- (a) approved sick leave;
- (b) vacation granted by the Employer;
- (c) the employee's regular scheduled day off;

- (d) a paid leave of absence provided the employee is not otherwise compensated for the holiday.
- 12.05
- (a) Where a holiday falls on an employee's scheduled day off, an additional day off with pay will be scheduled at a mutually acceptable time.
  - (b) Where a holiday falls during an employee's scheduled vacation period, her vacation shall be extended by one (1) day unless the employee and the Employer agree to schedule a different day off with pay.
- 12.06
- A tour that begins or ends during the twenty-four (24) hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

Part-time Employees

- 12.07
- Part-time employees shall receive pay at the rate of two times (2x) the employee's regular rate of pay for work performed on a holiday.

**ARTICLE 13 - VACATIONS**

- 13.01
- All full-time nurses shall be granted vacation with pay at their regular rate as follows:
- (a) Less than one (1) year of employment – 1.25 days per month of employment;
  - (b) One (1) or more years, but less than three (3) years of employment – three (3) weeks;
  - (c) Three (3) or more years, but less than fifteen (15) years of employment - four (4) weeks;
  - (d) Fifteen (15) or more years, but less than twenty (20) years of employment - five (5) weeks;
  - (e) Twenty (20) or more years of employment - six (6) weeks.
  - (f) After Twenty-Eight (28) or more years of employment – seven weeks.

Effective the 2011 vacation year, all full-time nurses shall be granted vacation with pay at their regular rate as follows:

- (a) Less than one (1) year of employment – 1.25 days per month of employment;
- (b) One (1) or more years, but less than three (3) years of employment – three (3) weeks;
- (c) Three (3) or more years, but less than thirteen (13) years of employment - four (4) weeks;

- (d) Thirteen (13) or more years, but less than twenty (20) years of employment - five (5) weeks;
- (e) Twenty (20) or more years of employment - six (6) weeks.
- (f) After Twenty-Eight (28) or more years of employment – seven weeks.

13.02

- (a) Part-time employees with less than forty-five hundred (4500) worked hours shall receive six percent (6%) vacation pay.

Part-time employees with forty-five hundred (4500) to twenty-two thousand five hundred (22,500) worked hours shall receive eight percent (8%) vacation pay and,

Part-time employees with more than twenty-two thousand five hundred (22,500) to thirty thousand (30,000) worked hours shall receive ten percent (10%) vacation pay.

Part-time employees with more than thirty thousand (30,000) worked hours shall receive twelve percent (12%) vacation pay.

Part-time employees with more than forty-two thousand (42,000) worked hours shall receive 14 percent (14%) vacation pay.

Part-time employees shall receive time off for vacation in accordance with 13.01 above with fifteen hundred (1500) worked hours equalling one (1) year.

Effective the 2011 vacation year, all part-time nurses shall be granted vacation with pay at their regular rate as follows:

Part-time employees with less than forty-five hundred (4500) worked hours shall receive six percent (6%) vacation pay.

Part-time employees with forty-five hundred (4500) to nineteen thousand five hundred (19,500) worked hours shall receive eight percent (8%) vacation pay and,

Part-time employees with more than nineteen thousand five hundred (19,500) to thirty thousand (30,000) worked hours shall receive ten percent (10%) vacation pay.

Part-time employees with more than thirty thousand (30,000) worked hours shall receive twelve percent (12%) vacation pay.

Part-time employees with more than forty-two thousand (42,000) worked hours shall receive 14 percent (14%) vacation pay.

Part-time employees shall receive time off for vacation in accordance with 13.01 above with fifteen hundred (1500) worked hours equalling one (1) year.

(b) Part-time employees shall receive vacation pay bi-weekly.

13.03 An employee terminating employment at any time shall be entitled to payment of any accumulated vacation credits.

13.04 (a) All full-time and regular part-time employees must indicate their vacation preferences for the following periods:

Period 1: January 16 through May 30

All employees must indicate their vacation preference for this period by October 1<sup>st</sup>. The Employer will post the vacation schedule for this period on November 1<sup>st</sup>.

Period 2: June 1 through September 15

All employees must indicate their vacation preference by April 1<sup>st</sup>. The Employer will post the vacation schedule for this period on May 1<sup>st</sup>.

During this period, requests for vacation blocks will be considered before incidental days.

- i) A block for full-time employees is defined as four (4) consecutive days made up of vacation/lieu days.
- ii) A block for regular part-time employees is defined as seven (7) consecutive days.

Period 3: September 16 through January 15

All employees must indicate their vacation preference by July 1<sup>st</sup>. The Employer will post the vacation schedule for this period on August 1<sup>st</sup>.

Vacation requests during the Christmas period from December 20 to January 2 may be granted based on operational requirements once employees have been scheduled their days off according to Article 15.05 (j).

(b) Application of Vacation Process:

- i) The Employer shall grant such requests based on seniority/status subject to operational requirements;
- ii) Vacations confirmed by the above deadlines shall not be altered to accommodate subsequent vacation requests from other employees;
- iii) Subsequent vacation requests made after the specific deadlines for openings left in Periods 1, 2, and 3 above, shall be considered in the order in which they are received, and subject to operational requirements;

- iv) Should a paid holiday fall within a full-time employee's approved vacation period it will be granted.
- 13.05 With prior approval of the Employer, vacations of up to one and one-half (1 ½) times their annual entitlement may be carried over into the next year. Such approval will not be unreasonably withheld by the Employer.
- 13.06
- (a) In the event that an employee has a personal medical situation that would prevent her from taking her scheduled vacation, she may request that her vacation be rescheduled at a mutually agreeable time.
  - (b) In the event an employee's scheduled vacation is interrupted due to serious illness or injury which requires being admitted to hospital overnight, the period of such illness shall be considered sick leave.
  - (c) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with 11.04. Such bereavement leave will not be counted against the employee's vacation credits.

#### **ARTICLE 14 - SICK LEAVE AND LONG TERM DISABILITY**

- 14.01 Sick leave is defined as the period of time an employee is permitted to be absent from work with full pay by virtue of a sickness or disability, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.
- 14.02 All full-time employees will accumulate medical leave credits at a rate of one and one-half (1 ½) days for every month of service. Employees shall be entitled to an accrual of all the unused portion of medical leave credits for their future use. However, accumulated sick leave credits have no cash value upon retirement or termination.
- 14.03 Sick leave credits may be used to provide continuation of wages for personal illness or injury or to attend medical appointments (of half day or more in duration). Three (3) days per calendar year may be used to attend to spouse, child or parent on special compassionate grounds which are medically related. Sick leave credits shall not be used for non-medical reasons.
- 14.04 Any employee having grounds for a special compassionate leave (as per 14.03) must notify her supervisor or designate in advance if possible. If the leave is an emergency, the employee must telephone or have someone telephone for her.
- 14.05 If an employee is prevented from working for the Home on account of an occupational illness or accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Compensation Act, and which was incurred in the performance of duties for the Home, the Employer, on application from the employee, will supplement the award made by the Compensation Board for loss of wages to the employee by such an amount that the award of the Compensation Board for loss of wages together with the

supplement of the Employer will equal one hundred percent (100%) of the employee's regular net earnings. This entitlement will be funded from the employee's sick leave credits and will cease should their sick leave bank become exhausted.

14.06 All employees on sick leave or on Workplace Safety and Insurance benefits must notify their Supervisor or her designate of her absence prior to her regular starting time on the first day of absence as soon as possible, at which time she shall supply the following information:

- (a) reason for the absence,
- (b) estimated duration of the absence,
- (c) method of contacting the employee during her absence.

If an employee is able to return to work at an earlier date than anticipated, she shall give their Supervisor at least twenty-four (24) hours' notice prior to beginning of their next scheduled shift. It shall be the duty of the employee in question to keep their Supervisor periodically informed as to her condition, at such intervals, as in the circumstances is reasonable.

14.07 In the event that an employee elects to change her status from full-time to part-time, she shall have the right to retain her accumulated sick leave credits for utilization while in the part-time position or on her return to a full-time position.

14.08 Sick Leave Record

A record of all unused sick leave will be kept by the Employer. An employee may review the records of the Employer at any reasonable time as to her sick leave, and verify that the accumulated sick leave is correct.

14.09 Proof of Illness

The Employer may require the production of a medical certificate on any absence due to any illness or injury. Where such request is made, the Employer shall provide and pay the practitioner with respect to any such certificate.

**ARTICLE 15 - HOURS OF WORK**

15.01 The normal shift shall be composed of seven and one-half (7.5) consecutive hours, exclusive of meal time. The normal work week for a full-time employee shall be composed of five (5) tours, that is, thirty-seven and one-half (37.5) hours per week. Notwithstanding the foregoing, over thirty-seven and one-half (37.5) hours may be worked in one week to be equalized in the following week for the convenience of all concerned without overtime rates and provisions applying, providing that no full-time employee shall be required to work more than seventy-five (75) hours in a bi-weekly pay period.

15.02 An unpaid meal time of one-half (1/2) hour shall be provided away from the floor during an employee's tour of duty. When an employee is unable to take a lunch

break, such employee shall consult with her supervisor who will determine whether overtime will be authorized for all time worked in excess of her normal working hours.

15.03 There shall be a paid fifteen (15) minute rest period during each half shift.

15.04 (a) An employee who is called in or reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate. The employee shall be required to perform any nursing duties assigned by the Employer which she is capable of doing, if her regular duties are not available.

(b) When an employee is called in to work a regular shift less than one (1) hour prior to the commencement of the shift, and arrives within one (1) hour of the commencement, she will be paid for a full tour provided the employee works until the normal completion of the tour.

15.05 Scheduling

(a) The first shift of the day shall be the night shift.

(b) A two (2) week schedule will be posted on the preceding pay day. Advance requests for specific days off shall be submitted to the Resident Care Administrator at least one (1) week in advance of the posting date. If such schedule is changed, employees who are affected thereby shall be notified by the Supervisor at least twenty-four (24) hours before such change is implemented except in the case of an emergency.

(c) Requests for change in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days or tours of duty within the same pay period, providing further that the Employer shall not be liable for any overtime compensation or payment, by reason of the exchange, under the terms of this Agreement.

(d) There will not be less than a period of sixteen (16) consecutive hours off between shifts worked by an employee without the consent of the employee. There shall not be less than forty-eight (48) hours scheduled off after a completion of a rotation of night duty prior to a shift change, without the consent of the employee.

(e) There shall be no scheduled split tours.

(f) Normally two (2) consecutive days off will be scheduled during each work week, however, schedules may be agreed upon to provide for more than five (5) consecutive days of work, but not more than seven (7) consecutive days of work without days off as long as four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split.

- (g) Full-time employees shall be entitled to receive every second (2<sup>nd</sup>) weekend off. Regular part-time employees will not be scheduled to work more than two (2) out of every four (4) weekends without their consent.

If a full-time employee works a second (2<sup>nd</sup>) consecutive and subsequent weekend, or if a part-time employee is required to work a third (3<sup>rd</sup>) consecutive and subsequent weekend, she will receive premium payment of time and one-half (1 ½) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

- i) such employee has requested in writing, additional weekend worked; or
  - ii) such weekend has been worked by an employee to satisfy specific days off requested by such employee; or
  - iii) such weekend was worked as a result of an exchange with another employee.
- (h) A weekend is defined as consisting of fifty-six (56) consecutive hours off work during the period following the completion of the Friday shift until the commencement of the Monday shift.
- (i) Schedules shall not be changed unilaterally by the Employer once posted, unless mutually agreed otherwise. Where consent is not granted by the employee, the Employer may arrange necessary coverage by unilaterally changing schedules of the least senior employees. In the event that forty-eight (48) hours' notice is not given to a full-time employee or twenty-four (24) hours' notice is not given to a part-time employee of such change of schedule, or of any change in schedule, the employee shall receive four (4) hours' pay.
- (j) All full-time and regular scheduled part-time employees will be scheduled three (3) days off (which may include employee's regular days off) for either Christmas or New Years. Employees wishing to exchange shifts are encouraged to do so during the pay period in question on a mutual consent basis. Vacation requests during the Christmas and New Year's period (December 20 to January 2) may be granted based on operation requirements once employees have been scheduled their three (3) days off.

The employer will endeavour to provide all full-time and regular scheduled part-time employees with four (4) scheduled days off (which may include employee's regular days off) for either Christmas or New years, subject to operational requirements.

15.06

- (a) All regular part-time employees in a unit will be scheduled a minimum of four (4) tours per bi-weekly pay period in conjunction with a full-time employee's master rotation.

- (b) When extra hours become available, they will be offered on an equitable basis to regular part-time employees by seniority.
- (c) Once all regular part-time employees who wish to be considered for additional tours, have been given the opportunity to work additional tours or are in overtime positions, the remaining available tours will be offered on an equitable basis, by seniority, to casual part-time employees.
  - i) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Employer.
- (d) A tour will be deemed to be offered whenever a call is placed.
- (e) When a regular part-time or casual employee accepts an additional tour, she must report for that tour unless arrangements satisfactory to the Employer are made.

#### **ARTICLE 16 - PREMIUM PAYMENT**

- 16.01
- (a) Authorized work in excess of seven and one-half (7 ½) hours in a standard day or seventy-five (75) hours bi-weekly shall be compensated at the rate of time and one-half (1 ½) the employee's regular straight time hourly rate.
  - (b) At the change of tour there will normally be additional time required for reporting which shall be for a period up to fifteen (15) minutes' duration. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.
  - (c) Where an employee is required to work on a paid holiday for which she is paid at the rate of double time (2x) 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 employee) she shall receive two and one-half (2 ½) times her regular straight time hourly rate for such hours worked.
  - (d) Where an employee is required to work on an overtime tour or on a tour that is paid at the rate of time and one-half (1 ½) 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 employee) she shall receive two (2) times her regular straight time hourly rate for such hours worked.
  - (e) If the Employer fails to schedule a period of sixteen (16) consecutive hours off between tours of duty, the Employer will pay to the employee time and one-half (1 ½) her regular straight time rate for the following tour of duty worked.

- (f) If the employee is scheduled to work in excess of seven (7) consecutive days, she shall be paid time and one half (1 ½) of all days scheduled in excess of seven (7) until a day off is scheduled.
- (g) If an employee's scheduled tour is cancelled with less than twenty-four (24) hours' personal notice from the starting time of the scheduled tour period, she will receive minimum of four (4) hours pay at her regular straight time rate.

16.02

- (a) Shift Premium

Effective Date	Evening	Night
April 1, 2008	\$ 1.40	\$ 1.65
April 1, 2009	\$ 1.55	\$ 1.80

- (b) Weekend Premium

Effective Date	
April 1, 2008	\$ 1.65
April 1, 2009	\$ 1.80

16.03

Responsibility pay will not be paid during the hours Management is scheduled to work. When Management staff is not scheduled to work, the charge nurse is paid an additional allowance of \$1.66 for working on the day shift on a weekend, an evening or a night shift, or as required on a recognized holiday.

16.04

Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour on the request of an employee or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two employees.

16.05

Meal Allowance

Effective upon ratification, employees who work more than four (4) hours immediately following a regularly scheduled seven and one-half (7 ½) hour shift shall be entitled to a meal allowance of four dollars and twenty-five cents (\$4.25). As of January 1, 2004, this amount will increase to five dollars (\$5.00).

**ARTICLE 17 - MISCELLANEOUS**

17.01

A bulletin board shall be available to the Union for the sole use of the Union.

17.02

A copy of this Agreement in a mutually agreed form will be issued to each employee now employed and as employed. The cost of printing this Agreement shall be equally shared between the Union and the Employer.

17.03

- (a) Direct deposit slips are to be issued on a regular day of the week, with a clarified, itemized statement of all deductions, premiums and changes of increment in a sealed envelope. Employees going off duty at 0700 hours

on pay day shall be able to pick up their direct deposit slip before leaving. Employees who resign or are terminated (excluding retirement) shall be paid all outstanding monies as above, on the next regularly scheduled pay date.

- (b) The direct deposit of her pay shall be made into a bank, credit union or trust company of her choice, provided the financial institution is equipped to accept it on a timely basis.

17.04 The Employer will notify the Union of any changes in the Employer's policies or rules which would affect employees covered by this Agreement. Where possible, changes will be discussed at the Union-Management meeting prior to implementation.

17.05 Each employee shall keep the Employer informed of changes to relevant employment information.

17.06 Where an employee has made an earnest effort to reach the Home during inclement weather or when there are local road closures, she shall have the option of using a vacation day, accumulated overtime, a lieu day, or a no pay day upon approval by the supervisor. The employee will notify the Home as soon as possible of such inability to attend.

17.07 Provided a nurse has followed reasonable policies or procedures issued by the Home in bringing an issue of professional concern to the attention of the Home and provided that the Home has had a reasonable period within which to investigate and address the issue raised, the nurse will not be subject to discipline or reprisal for the reasonable exercise of his/her professional obligations including those related to patient advocacy.

17.08 Employment Insurance Premium Reduction Program

The union agrees that the Employee's share of the employment insurance premium reduction achieved through service Canada's Employment Insurance premium reduction program will be retained by the employer towards offsetting the cost of the benefit enhancements contained in this agreement.

## **ARTICLE 18 - BENEFITS**

18.01 (a) Active Employee Health Life Benefits

Extended Health Coverage

Deductible – Nil

Reimbursement – 100%

Prescription Drugs – Managed Health Care Formulary (pay direct card)

Private Duty Nursing – maximum 90 – eight (8) hour shifts per calendar year

Hearing Aids – maximum \$400 every 60 consecutive months

Vision Care – maximum \$300 every 24 months

Paramedical Services – services of the following licensed, certified or registered practitioners:

i)	Physiotherapist or qualified sports therapist – limited to reasonable and customary charges to a maximum of \$500 per calendar year per employee and per eligible dependant.	
ii)	Clinical Psychologist - per visit	50%
	- max. amount per calendar year	\$420
iii)	Massage Therapist - per treatment	100%
	- max. amount per calendar year	\$300
iv)	Speech pathologist - per visit	50%
	(when authorized by a physician or dentist) - max. amount per calendar year	\$260
v)	Chiropractor*	
	- per visit	100%
	- max. amount per calendar year	\$300
	- x-rays per calendar year	\$50
vi)	Osteopath*	
	Chiropodist - per visit	50%
	Naturopath - max. amount per calendar year	\$300
	Podiatrist* (each practitioner)	
vii)	Dietician - per visit	50%
	(nutrition counselling authorized by a physician or dentist) - max. amount per calendar year	\$280

Services listed under ii), v) and vi) above do not require the prior authorization of a physician. No payment will be made for the completion of reports, assessments, tests or evaluations.

Benefits are payable only after the annual maximum allowance under your provincial health plan has been paid.

#### Hospitalization

Deductible – Nil

Difference between Ward and Private Room – 100% reimbursement

#### Out of Province Travel

Travel benefits are eligible within the first 180 days per trip

Emergency Services – Maximum \$1,000,000 per calendar year

Referral Services - \$50,000 per calendar year

Note:

Hospital and medical services are eligible only if your provincial government health plan provides payment towards the cost of the services received.

Manulife must be contacted by phone within 48 hours of commencement of treatment. Manulife, through consultation with the Assistance Medical team, reserves the right to repatriate the patient for treatment upon medical verification of the tolerance for travel. Carry your Manulife identification card with you when travelling.

Dental Care

Deductible – Nil

Fee Guide – Current minus one year, based on the Ontario Dental Association Fee Guide for General Practitioners

Basic – 100% reimbursement of eligible charges

Maximum – Nil

Recall – 9 months adults, 6 months children under 19

Major Restorative – 50% co-insurance, maximum \$1,500 per person per calendar year

Orthodontics – 50% co-insurance, maximum - \$2,000 lifetime per dependent children under age 19

Life Insurance

2.5 times annual salary to a maximum of \$400,000

AD&D

Equal to life

Optional Life Insurance

Maximum of \$200,000 in \$10,000 increments

Employee paid

Evidence of insurability must be completed and approved

Dependent Life (Child)

Maximum of \$25,000 in \$5,000 increments (\$0.11/\$1,000)

Employee paid

No evidence of insurability required

Long Term Disability

70% of basic monthly compensation

Maximum - \$6,000 per month

Elimination period 180 days or the expiration of sick leave credits, whichever occurs last.

- (b) For full-time nurses, coverage as set out in Article 18, 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 month in which the newly hired nurse was first employed. The Corporation agrees to provide payment of one hundred percent (100%) of the premium cost of the benefits listed above for newly hired and current full-time nurses.

The Employer is responsible for the administration and application of any insurance policy established in order to provide the Health and Welfare Plan as herein set forth and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration procedure of this Collective Agreement.

- (c) i) The Employer shall pay Health Benefits as outlined in Article 18.01 (a) with the exception of Life Insurance, AD&D and LTD, to age sixty-five (65) for employees who take early retirement as per the OMERS eligibility criteria.
- ii) In the event of the death of a retiree prior to age sixty-five (65), the Employer shall continue to provide Health Benefits as per Article 18.01 (b) ii) to the surviving spouse and for eligible dependants until remarriage, up to when the surviving spouse reaches age sixty-five (65) or dies.
- iii) In the event of the death of an active employee prior to retirement, the Employer shall continue to pay one hundred percent (100%) of the premium costs to provide the continuation of Health Benefits (Article 18.01 (b) ii)) to the surviving spouse and/or all eligible dependants of said employee, for a maximum of two (2) years (the period of coverage will be terminated in the event of remarriage or should the surviving spouse reach the age of sixty-five (65) or die). In order to qualify for such coverage, an employee must have at least completed their probationary period.
- iv) The Employer shall provide a five thousand dollar (\$5,000) paid up life insurance policy for all employees who retire as per OMERS eligibility criteria and for all employees who choose to continue employment after they become 65 years of age.

(d) Post 65 Benefits

Within 30 days of January 31, 2011

Once an employee turns 65 and continues to remain actively at work, they will be entitled to the benefits provided in this agreement subject to the following limitations and restrictions:

Life insurance - as per 18.01 (c) (iv);

Accidental death and dismemberment (AD&D) - coverage to be subject to the same limitations as provided for above, for life insurance;

Long Term Disability – coverage will cease at age 65.

18.02 Insurance Carrier Selection

It is understood that the Corporation reserves the right to select from time to time the carrier for any insurance under this Article (other than the Ontario Health Insurance Plan) provided that the benefits conferred thereby are as good as the present plan. Such substitution will not occur on less than sixty (60) days notice to the Union.

18.03 The Corporation agrees to participate in the Ontario Municipal Employees Retirement System Pension Plan in accordance with the applicable legislation, with the Corporation and the employees contributing equally.

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

18.05 Ontario Government Health Plan

Medical coverage previously provided under the Ontario Health Insurance Plan to all employees, surviving spouses, surviving dependants and early retirees and now funded through the Employer's payroll health tax, or any replacement to that, will continue to be funded by the Corporation pursuant to the provisions of the law of the Province of Ontario regarding such health insurance.

18.06 Effective 1st pay period following ratification or release of the Arbitration Award, part-time or casual employees will receive fifteen percent (15%) in addition to their regular hourly earnings which shall be paid in lieu of sick leave, health and life benefits, paid holidays and OMERS. Part-time or casual employees who elect to participate in OMERS shall have the Employer's contribution deducted from the fifteen percent (15%) payment. If the OMERS contribution holiday is in effect, the deduction shall be equivalent to the Employer's contribution prior to the commencement of the contribution holiday.

**ARTICLE 19 - IN-SERVICE AND ORIENTATION**

In-Service

19.01 The Employer shall provide an ongoing in-service education programme as per the Ministry of Health Standards.

19.02 The Employer will endeavour to schedule all in service programmes and staff meetings in a manner which will allow employees to attend during their regularly scheduled working hours.

19.03 Employees required to attend such programmes, courses or meetings outside their working hours shall be paid for all time spent in attendance at their regular straight time rate of pay.

19.04 The Employer agrees to provide the necessary training and information for the employee to become competent to provide nursing care when changes in the operating and technical methods and practices of providing nursing care require additional knowledge or skill.

Orientation

19.05 New employees shall not be placed in charge until she has been fully oriented to the Home and to the area where she will be working.

19.06 The Employer will provide an orientation program. A request for additional orientation will not be unreasonably denied.

**ARTICLE 20 - COMPENSATION**

20.01 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.

20.02 Wages shall be retroactive to November 14, 2004, and shall be paid to all nurses who have worked since November 14, 2004. Retroactivity pay shall be paid within three (3) full pay periods as of January 28, 2008, for nurses currently employed.

For those no longer in the employ of the Corporation, the Corporation shall give notice of their entitlement to retroactive increases by ordinary mail to the last place of residence listed in the Corporation's records, with a copy of the notice to be sent to the Association. Only those former nurses who apply within thirty (30) days of the date of mailing of the notice shall be entitled to receive money under this retroactivity provision.

20.03 Changes in salary, as a result of promotion, demotion, or successful attainment of a grid level increase, shall be effective on the date of such occurrence.

20.04 Recent Related Experience

The Employer will credit a new employee with one (1) annual service increment for every two (2) years of recent related experience up to a maximum of the salary grid unless a period of two (2) or more years has elapsed since the employee has occupied a full or part-time nursing position in which event the number of increments to be paid shall be at the discretion of the Employer. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours worked in a previous employment equals one (1) year of service. Such discretion shall be exercised in a reasonable manner. Recent related nursing experience includes nursing experience out of province and out of country.

Current employees who had recent related experience prior to being hired by this Employer may apply for and be granted a change in grid level, subject to the

above conditions. If the employee has already reached the maximum of the salary grid or if she obtained full credit for her experience at the time of hire, she will not be eligible for any further increment based on her previous experience.

Any employee hired after January 28, 2008, shall be credited with one (1) annual service increment for every one (1) year of recent related experience.

- 20.05 (a) Full-time employees shall receive incremental steps on the grid of one (1) increment on the anniversary date of their last employment and after each fifteen hundred (1500) hours worked in the case of part-time employees.
- (b) Annual increments shall be paid as per Appendix "A" of the Collective Agreement.
- 20.06 In accordance with Article 9.01, employees who change their status from full-time to part-time and vice-versa will maintain their same level on the salary grid and in addition, an employee who is so transferred will receive full credit for service accumulated since date of last advancement.
- 20.07 All employees shall be paid a uniform allowance of five dollars and twenty-five cents (\$5.25) per pay towards the cost of purchasing, maintaining and laundering their uniforms.
- 20.08 The Employer will, upon receipt of proof of payment, reimburse the employee for her annual College of Nurses Registration Fees.
- 20.09 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 an employee alleges she has been improperly classified, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to review the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification.

Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 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 Union or by a Board of Arbitration shall be retroactive to the time at which the new or changed classification was first filled.

## **ARTICLE 21 - DURATION**

- 21.01 This Agreement shall be in effect from April 1, 2008 to March 31, 2010, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

21.02 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 of this Agreement, or to any anniversary of such expiration date.

21.03 If notice of amendment or termination is given by either party the other party agrees to meet for the purpose of negotiations within thirty (30) days after the giving of such notice if requested to do so.

Dated at Chatham, Ontario, this 17<sup>TH</sup> day of MAY 2011.

**FOR THE EMPLOYER**

*Georgina King*

*Collins*

*Don Coy*

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**FOR THE UNION**

*Pauli*  
Labour Relations Officer

*P Beaton*

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## APPENDIX 'A'

**SALARY SCHEDULES**Full - Time Registered Nurse before January 28, 2008

Step	November 1, 2008	April 1, 2009	March 31, 2010
Start	\$33.94	\$34.96	
1 Year	\$35.37	\$36.43	
2 Year	\$36.87	\$37.98	
3 Year	\$38.38	\$39.53	
25 Year			\$41.10

Full - Time Registered Nurse – New Hires as of January 28, 2008

Step	November 1, 2008	April 1, 2009
Start	27.60	28.43
1 Year	28.02	28.86
2 Year	28.48	29.33
3 Year	29.88	30.78
4 Year	31.29	32.23
5 Year	33.06	34.05
6 Year	34.82	35.86
7 Year	36.62	37.72
8 Year	39.21	40.39
25 Years	39.90	41.10

Effective March 31, 2010, the wage credit for employees hired before January 28/08 shall be amended by the addition of a fifth step providing for a pay rate for employees with 25 years of service that is the same as the 25 year wage rate in the grid that applies as of March 31, 2010 to employees hired on or after January 28/08.