

**COLLECTIVE AGREEMENT**

Between:

**THE REGIONAL MUNICIPALITY OF DURHAM**  
at  
**LAKEVIEW MANOR, BEAVERTON, and**  
**FAIRVIEW LODGE, WHITBY**  
[hereinafter referred to as the “Employer”]

And:

**ONTARIO NURSES’ ASSOCIATION**  
[hereinafter referred to as the “Union”]

**Expiry Date: March 31<sup>st</sup>, 2010**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the nurses covered by this agreement. It provides the means for the prompt settlement of grievances establishes salaries, hours of work and other conditions of employment.
- 1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents, in a cost efficient manner.
- 1.03 The parties agree to abide by the provisions of the *Occupational Health and Safety Act* and the Ontario Human Rights Code and any other applicable employment related legislation.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all Registered and Graduate Nurses of the Regional Municipality of Durham employed in a nursing capacity at its Lakeview Manor in the Town of Beaverton, and its Fairview Lodge in the Town of Whitby, save and except Occupational Health Nurses, Resident Care Co-ordinators/Director of Nursing, Assistant Directors of Resident Care and persons in or above these ranks.

It is understood and agreed that Registered Nurses employed as Registered Practical Nurses or Health Care Aides are excluded from the bargaining unit.

- 2.02 Definition of Registered Nurse

A registered nurse is a nurse who holds certification with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act 1996* as amended.

- 2.03 (a) Full-Time Nurse

A regular full-time nurse is a nurse who is regularly scheduled to work the normal regular full-time hours referred to in Article 17.

- (b) Regular Part-Time Nurse

A regular part-time nurse is a nurse who is regularly scheduled to work less than the normal regular full-time hours referred to in Article 17. Such nurses shall be covered by all Articles in the Collective Agreement except where specifically excluded.

- (c) A temporary nurse is a nurse who is hired on a temporary basis for short-term relief. Such nurses are hired for a specific time period which may not be extended except by the mutual agreement of the parties. Such nurses are subject to the terms and conditions of the collective agreement except for the following Articles: Article 8 - Right to Grieve Termination; Article 9 - Seniority; Article 10 - Job Posting; Article 11 - Layoff & Recall; Article 12 - Employee Files; Article 13 - Leave of Absence -13.01, 13.02, 13.03, 13.04,

13.07, 13.11; Article 15 - Vacations with Pay; Article 16 - Sick Leave; Article 19 - Miscellaneous -19.02, 19.03, 19.06, 19.08; Article 20 - Benefit Plans & Article 21 - Pension Plan.

If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The nurse shall be credited with hours worked towards the probationary period provided in this agreement to a maximum two hundred and twenty-five (225) hours.

2.04 (a) Work of the Bargaining Unit

Nurses who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to nurses in the bargaining unit.

Nurses will be assigned duties and responsibilities and the delegation or direction of duties by members to RPN's, HCA's and PSW's and will be 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 nurses not covered by this agreement unless those duties and responsibilities are appropriate to the position occupied by the person to whom the duties and responsibilities are being assigned and are consistent with quality patient care.

Unless otherwise agreed by the Union and the employer, work performed by full-time nurses will not be assigned to part-time nurses for the purpose of eliminating full-time positions.

- (b) The employer shall not contract out the work of a bargaining unit nurse if, as a result of such contracting out, any bargaining unit nurse other than a part-time nurse is laid off, displaced or loses hours of work or pay. Prior to contracting out any available work, the employer will first offer the work on the basis of seniority to regular part-time nurses in the bargaining unit. Contracting out to an employer who is organized and who will employ the nurses of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses or registered practical nurses for single shift coverage of vacancies due to illness or leaves of absence

2.05 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires and vice versa. Where the singular is used, it may also be deemed to mean the plural and vice versa.

**ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 Subject only to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, direct, transfer, retire, classify, assign work, schedule, promote, demote or discipline nurses, provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that a nurse has been discharged, suspended or disciplined without just cause, may be subject to a grievance and be dealt with as provided herein;
  - (c) administer and manage all the affairs of the Home; and
  - (d) make and enforce and alter from time to time rules and regulations to be observed by the nurses.
- 3.02 The Employer will exercise these rights in a manner consistent with the intent and purpose of the Collective Agreement subject to the nurses right to lodge a grievance.

**ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer and the Union 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 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 For the purposes of this agreement and subject to any applicable legislation, a spouse includes a "common law" arrangement when a nurse has a "spousal" relationship with another person of the same or opposite sex.

**ARTICLE 5 - NO STRIKES AND LOCKOUTS**

- 5.01 The Union agrees that there will be no strikes, and the Employer agrees that there will be no lockouts during the term of this Agreement. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*, 1995, as amended.

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

- 6.01 The employer will recognize a Union Committee of two (2) nurses per home, whose function shall be to deal with grievances, and labour-management issues.
- The Employer will recognize a Union Committee of three (3) nurses whose function shall be to deal with negotiations.
- 6.02 The privilege of such representatives to leave their work without loss of salary for the purpose of meeting with the Employer shall be granted on the following conditions:
- (a) The time shall be devoted to the prompt handling of the said business.
  - (b) The representative concerned shall obtain the permission of his/her supervisor before leaving her work. Such permission shall not be unreasonably withheld.
  - (c) The time away from work shall be reported in accordance with the timekeeping methods of the Home.
  - (d) The Employer reserves the right to limit such time if the time so taken is unreasonable. Incidental expenses incurred such as mileage, meals, etc. will be borne by the representative(s) concerned.
- 6.03 The Union will supply the Employer with the names of its representatives and changes thereto.
- 6.04 The Committees shall have the right to have the assistance of representatives from or acting on behalf of the Ontario Nurses' Association.
- 6.05 The Employer agrees that a Union representative shall be given the opportunity of interviewing, each newly hired nurse, for a period of at least fifteen (15) minutes, and as early as practical during the probation period, for the purposes of advising such nurses of their rights and obligations under the terms of this Agreement, and the Union may provide membership forms at this meeting.
- 6.06 Scheduled work time lost to meet with the employer will be compensated at the nurse's regular rate of pay up to but not including arbitration and conciliation.
- 6.07 Where a nurse is required to attend work for the purposes of an in-house Committee or in-service program, the nurse will be compensated at his/her regular rate of pay for the time spent.
- 6.08 The parties agree that if incidents involving aggressive client action occur such action will be recorded and reviewed at the Occupational Health and Safety Committee.

6.09 Professional Responsibility

The Employer will recognize a Nursing Committee of two (2) nurses. The function of such Committee is the examination of professional matters, including workload, with it being understood that the final decision on such matters rests with the Home Administrator. Meetings of this Committee and the employer representatives may be held as mutually agreed. The establishment of this Committee is in no way intended to inhibit regular staff or individual meetings that may be required relating to the nursing program in its entirety. If the Committee and the Employer are unable to agree, the matter may be grieved as a Union grievance.

6.10 Occupational Health and Safety

- (a) It is a mutual interest of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. Accordingly, the parties fully endorse the responsibilities of the employers and employee under the *Occupational Health and Safety Act*.
- (b) 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 Home. No discipline will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

**ARTICLE 7 - UNION SECURITY**

- 7.01 The Employer shall deduct, in the second (2<sup>nd</sup>) payroll in each month, from the earnings of all nurses in the bargaining unit, a sum equal to the monthly union dues for each nurse. The deduction period for a nurse may be extended where the nurse does not receive pay in a particular month.
- 7.02 The amount of regular monthly dues shall be those authorized by the Union and the Vice-President Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.03 The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 7.04 The total amount deducted pursuant to Article 7.02 above shall be remitted monthly to the Union no later than the fifteenth (15<sup>th</sup>) of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses and the amounts deducted and their Social Insurance Numbers. A copy of the above lists shall be provided to each of the Provincial and Local Unions.

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

- 8.01 (a) For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- (b) The parties to this Agreement believe that it is important to adjust complaints and grievances as quickly as possible. Notwithstanding any provision contained in this Article, any nurse and/or the Union may present a complaint at any time without recourse to the formal written procedure described herein.
- 8.02 Any nurse(s) or the Union making a complaint(s) and/or grievance(s) shall have the right of Union representation at any or all steps of the grievance procedure. The Employer shall inform the nurse(s) of this right.
- 8.03 "Days" in this Article shall refer to Monday to Friday excluding holidays.
- 8.04 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 nurses concerned.
- 8.05 Union grievances shall be on the form set out in Appendix "A".
- 8.06 Time limits fixed in complaints, grievance and arbitration procedures may be extended by mutual consent of the parties.
- 8.07 The following shall be the procedure in processing and handling grievances and the Union acknowledges that the Employer may have present at any step, in addition to those members of management specifically mentioned below, any other staff or representatives which it feels may be of assistance in dealing with the grievance.
- 8.08 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/he has first given the Director of Nursing or his/her designate the opportunity of addressing the complaint. Any complaint shall be discussed with the Director of Nursing or his/her designate when she/he becomes aware of the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse. Failing settlement, it may then be taken up as a grievance within five (5) days of the decision of the Director of Nursing or his/her designate using the process set out below:

### Step No. 1

The Union shall present the grievance in writing to the Home Administrator or his/her designate. He/she shall have the assistance of the member of the Grievance Committee if he/she so desires. If a settlement satisfactory to the nurse concerned is not reached within five (5) days or any longer period which may be mutually agreed upon, the next step in the grievance procedure may be taken at any time within five (5) days thereafter.

Step No. 2

The Union may submit the grievance to the Director of Long Term Care and Services for Seniors Branch or his/her delegate who shall consider it in the presence of the person or persons presenting same and render his/her decision in writing. The aggrieved nurse shall have the assistance of the member of the Grievance Committee if she so desires. The said Grievance Committee may have the assistance of a representative of the Ontario Nurses' Association (ONA) if they so desire. Should no settlement satisfactory to the nurse concerned be reached within five (5) days, the next step in the grievance procedure may be taken within five (5) days thereafter.

Step No. 3

The Union may submit the grievance in writing to the Commissioner of Human Resources or his/her designate of the Regional Municipality of Durham. The Grievance Committee may be present at this stage at the request of either party. The said Grievance Committee may have the assistance of a representative of the Ontario Nurses' Association (ONA) if they so desire.

- 8.09 If a final settlement of the grievance is not completed within ten (10) days after the grievance has been submitted in writing at Step No. 3 of the grievance procedure, and if the grievance is one concerning the interpretation or alleged violation of this Agreement, or is a claim by a nurse that she has been discharged or disciplined without just cause, the grievance may be referred by either party to a Board of Arbitration at any time within ten (10) days thereafter, but not later.

8.10 Suspension & Discharge

A nurse who is to be suspended or discharged shall have a nurse representative at the time she is told of her discipline.

- 8.11 A claim by a nurse who has attained seniority that she has been suspended or discharged without cause shall be treated as a grievance if a written statement of such grievance is filed with the Home Administrator within five (5) days after the nurse is notified in writing of her discharge or suspension. All steps of the Grievance Procedure, prior to Step No. 2 shall be omitted in such cases. Such special grievances may be settled by confirming the Employer's action in dismissing or suspending the nurse or by reinstating the nurse with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

8.12 Arbitration

Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure and which has not been settled, may be referred to a Board of Arbitration at the request in writing, of either of the parties hereto.

- 8.13 The Board of Arbitration will be composed of one person appointed by the Employer, one (1) person appointed by the Union, and a third (3<sup>rd</sup>) person to act as Chairperson chosen by the other two members of the Board. By mutual agreement, the parties may agree to have a single arbitrator to hear the grievance.
- 8.14 Within five (5) days of the request by either party for a Board, each party shall notify the other of the name of its appointee. Should the recipient of the above request fail to appoint an appointee within ten (10) days, the Minister of Labour of the Province of Ontario will be asked to appoint one on its behalf.
- 8.15 Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fails to agree on a third (3<sup>rd</sup>) person within ten (10) days of the notification mentioned in 8.14, the Minister of Labour of the Province of Ontario will be asked to appoint a person to act as Chairperson.
- 8.16 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be final and binding on both parties. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- 8.17 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.18 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it and of its own witnesses; and the parties will jointly bear the expenses, if any, of the Chairperson.
- 8.19 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 8.20 Despite the foregoing sections, the parties may process the grievance in an expedited manner as outlined in the *Ontario Labour Relations Act*.
- 8.21 Management Grievance
- It is understood that Management may submit to the Union any complaint with respect to the conduct of the Union, its officers or members, or any complaint that a contractual obligation undertaken by the Union in this Agreement has been violated. Such complaint, if not resolved by verbal discussion, shall be reduced to writing and delivered or forwarded to a representative of the Union, whereupon it shall be discussed at Step No. 3 of the grievance procedure. Failing a satisfactory settlement within ten (10) days after the filing of such grievance, the Employer may refer it to arbitration in accordance with the provisions of Article 8.09.
- 8.22 The Union may file a grievance as defined in this Agreement which involves all or a substantial number of the nurses covered by this Agreement. Such grievance shall be submitted at Step No. 2 of the grievance procedure.

## **ARTICLE 9 – SENIORITY**

9.01 Service and seniority credits obtained under the agreement shall be retained and transferred with the nurse if she changes her status from full-time to part-time and vice versa.

(a) **Full-Time**

Seniority shall be defined as the last date of hire into the bargaining unit. Service shall be defined as length of service with the Employer since the last date of hire.

*For the purpose of clarity, the change to full-time service date shall be effective the date of final ratification or award as the case may be. If this occurs prior to June 1, 2006, the accrual period shall begin on June 1, 2006 and any increase in vacation entitlement shall occur effective January 1, 2007 at the earliest.*

(b) **Part-Time**

Seniority for part-time nurses shall be based on hours worked accumulated since date of last hire as a bargaining unit member. It is recognized that fifteen hundred (1500) hours worked equals one (1) year of full-time seniority.

Service shall be defined as length of service with the Employer since the last date of hire.

*For the purpose of clarity, the change to part-time service date shall be effective December 19, 2006.*

9.02 **Probation Period**

(a) A newly hired nurse shall serve a probationary period of four hundred and fifty (450) hours, which period may be extended up to four hundred and fifty (450) additional hours upon written notification from the Director of Resident Care or Director of Nursing as the case may be, or his/her designate to the designated nurse representative of the Local Association. A written assessment of the nurse's performance, ability etc. will be made by the Director of Resident Care or Director of Nursing as the case may be, or his/her designate after three hundred (300) hours and before the end of four hundred (400) hours. The probationary nurse will meet with the Director of Resident Care or Director of Nursing as the case may be, or his/her designate to discuss such assessments. During the probationary period, a nurse may be terminated or disciplined at the sole discretion of the Employer. If a nurse grieves such discipline or termination, the nurse shall be limited to arguing that any such discipline or termination was on the basis of discrimination.

(b) A probationary nurse shall not accumulate seniority during his/her probationary period. However, should a nurse successfully complete his/her

probationary period, the nurse will be credited with seniority equal to his/her probationary period.

9.03 The Employer will keep up to date seniority lists for full-time and part-time nurses, and post the same in a conspicuous place, and supply copies of the current list to the Union twice a year, in the months of January and July and prior to any lay off.

9.04 Seniority shall accumulate until the conditions in Article 9.05 commence with the exception of personal leaves of absence as provided for in Article 13.

9.05 Loss of Seniority

Seniority shall terminate and a nurse shall cease to be employed by the Employer when he/she:

- (a) resigns for any reason;
- (b) is discharged for just cause and is not reinstated;
- (c) is absent without pay for a period of two (2) years by reason of illness or accident, provided that such period may be extended in an individual case by agreement between the Employer and the Union;
- (d) is absent from work for more than three (3) consecutive working days without leave and without a satisfactory reason;
- (e) does not return to work after an approved leave of absence without giving a satisfactory reason;
- (f) is no longer registered under the *Health Professions Act*, or successor act;
- (g) is laid off and not recalled to work within a period of eighteen (18) months from the date of lay-off, or after having been laid off for less than eighteen (18) months fails to notify the employer of her intent to return to work within five (5) days after notice of recall has been sent to her by the Employer by registered mail to the last address of the nurse of which the Employer has a record; or
- (h) retire.

9.06 A nurse who accepts a request to temporarily perform a position that is not covered by the Collective Agreement shall suffer no loss of seniority.

9.07 Any nurse presently in the bargaining unit, who elects to transfer to a position outside of the bargaining unit, may be rehired into the bargaining unit, after the Employer has complied with the job posting, and recall provisions. In such event, the returning nurse shall be given a seniority date as of her date of last entry into the bargaining unit, for purposes of job opportunity and layoff and other non monetary benefits and provisions. She shall retain her service with the Employer for the calculation of salary and monetary benefits.

**ARTICLE 10 - JOB POSTING**

- 10.01
- (a) Where the employer decides to fill a vacancy or a new regular position is created, the position will be posted on the intranet and internet for a period of seven (7) calendar days.
  - (b) In cases where performance and professional skill are approximately equal, seniority shall be the deciding factor when decisions are made with regard to job postings. Upon request, an unsuccessful applicant will be advised in writing of the reasons for lack of success.
  - (c) A copy of such notice shall be sent to the Local Union. The name of the successful applicant shall be posted by the Employer and communicated directly to the Local Union.
  - (d) The job posting requirements apply, prior to the exercise of recall rights by laid off nurses.
  - (e) Part-time nurses in the Home where a temporary vacancy occurs shall be given the first (1<sup>st</sup>) opportunity to fill a temporary full-time vacancy, where the vacancy is expected to last in excess of thirty (30) days. Such vacancies do not have to be posted. The Employer will outline the conditions and duration of such vacancy. The Employer shall appoint the senior qualified interested nurse in the Home. If the temporary vacancy is not filled, the part-time nurses in the other Home will be notified before filling from the outside or otherwise.
  - (f) A temporary vacancy shall not exceed beyond its initial termination date without the approval of both parties.

10.02 **Reassignment**

- (a) A nurse will make a written request for reassignment within the Home by advising the Director of Resident Care or Director of Nursing as the case may be, through the Assistant Director of Resident Care.
- (b) Request for reassignments will be considered before a vacancy is posted.
- (c) A request for reassignment becomes valid the date it is received and ceases December 31 of the year in which it is received. It is the responsibility of the Nurse to ensure requests are kept current.
- (d) An "assignment" is defined as a "specialty area" of nursing or a wing assignment.
- (e) Notwithstanding (d), this does not preclude Management from exercising its rights under Article 3.01.
- (f) In the event that a new assignment becomes available within the Home, the Director of Resident Care or Director of Nursing as the case may be, or designate, will review requests for reassignment on file and a notice will be

posted within the Home inviting Nurses to express their interest. The notice will be posted for a period of five calendar days.

- (g) In the event that there are more than two requests for reassignment, Article 10.01 (b) will apply.
- (h) Applications for reassignment will not result in an employee's status changing from part time to full time.
- (i) The above process applies to reassignments that are permanent in nature, or exceed 30 calendar days.

#### **ARTICLE 11 - LAYOFF & RECALL**

- 11.01
- (a) Where the full-time complement is to be reduced in a Home, the junior full-time nurse within the Home shall be given the notice of lay-off.
  - (b) Where the part-time complement is to be reduced in a Home, the junior part-time nurse within the specific Home shall be given the notice of lay-off.
  - (c) The displaced full-time nurse may utilize his/her seniority to displace the most junior full-time nurse in the other Home or the most junior part-time nurse in his/her Home, or the most junior part-time nurse in the other Home, provided the displaced full-time nurse has greater seniority.
  - (d) The displaced part-time nurse may utilize his/her seniority to displace the most junior part-time nurse in the other Home, provided the displaced part-time nurse has greater seniority.
  - (e) In the event of a proposed lay-off that is anticipated to be greater than thirteen (13) weeks in duration, the employer will provide the nurses affected and the Union with at least ninety (90) calendar days of notice. During the period between the notice and the effective date of the lay-off, the employer will meet with the Union. Any written agreement between the employer and the Union will take precedence over the terms of this Article.
  - (f) In the event of recall, positions will be filled in the reverse manner to the lay-off. A full-time nurse shall be recalled to only full-time positions and a part-time nurse shall be recalled to only part-time positions.
  - (g) Where staffing levels are temporarily reduced as a result of a sudden or unexpected occasion or combination of events calling for immediate action (i.e. an emergency), such reductions will not be governed by this Article.
  - (h) The Region shall retain the responsibility and the right to determine the methods through which municipal services are provided. However, in the event that a regular nurse with three (3) years' service is displaced from his job by technological change, the Region will take one or a combination of the following actions:

- i) Relocate the nurse in another job in his area of competency, if such is available within the Region.
- ii) If (a) is not possible, but a position is available for which the nurse could be retrained within a period of six (6) months, assume responsibility for the retraining of the nurse.
- iii) If none of the foregoing, action is attainable, and it is necessary to terminate the employment of the nurse, provide him with six (6) months' notice of termination and provide him with a separation settlement of one (1) week's salary per year of service.
- iv) Should there be any introduction of new equipment, due to technological change when advanced training is necessary, the Region will extend such training to the senior nurses in the classification involved, provided they are trainable.

11.02 No reduction in the hours of work for full-time nurses shall take place to prevent or reduce the impact of a lay-off without the consent of the Union such consent will not be unreasonably withheld when it is shown to be in the best interest of the residents.

#### **ARTICLE 12 - EMPLOYEE FILES**

- 12.01 Where a written assessment is made in regards to a nursing practice, the nurse shall receive a copy and be provided with the opportunity to comment.
- 12.02 Upon request, a nurse may review his/her file in Human Resources.
- 12.03 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 such nurse's record has been discipline free for one (1) year.

#### **ARTICLE 13 - LEAVE OF ABSENCE**

- 13.01 The Home may grant a leave of absence for personal reasons, of up to three (3) consecutive months, without pay and without loss of seniority, or service, or occupational classification, to any nurse requesting such leave. Such request shall be in writing and each case to be dealt with on its merit.
- 13.02 Except as otherwise stated, a nurse may only accumulate seniority and service during the first three (3) months of a granted leave of absence.
- 13.03 The Home may grant leave of absence of up to one (1) month without pay and without loss of seniority, or service, or occupational classification to allow a nurse to be a candidate in a federal, provincial or municipal election.
- 13.04 The Home may grant a leave of absence of up to two (2) years without pay and without loss of accrued seniority, or service, or occupational classification to a nurse

to serve in a full-time position with the Ontario Nurses' Association. Such leave may be renewed every two (2) years upon request.

13.05 Leave of absence without pay or loss of seniority or service for attendance at Union meetings, conferences, seminars and conventions may be granted to not more than one (1) nurse at any one time. Such requests will not be unreasonably withheld.

13.06 Where a nurse is on a leave of absence for union business, the employer will bill the union for all salary and benefit costs associated with the leave.

13.07 Benefits on Leave of Absence

Where a nurse is on an unpaid leave of absence that is greater than one month, the following guidelines will apply.

- (a) if the nurse elects not to continue the benefits outlined in Article 20, the benefit coverages cease on the last day actively at work.
- (b) these benefits will recommence upon the first (1<sup>st</sup>) day of active return to regular employment with the exception of the dental plan. Proof of insurability will be required if the dental plan was cancelled. In any event, all coverages are subject to the terms and conditions of the master policy.
- (c) extension of this benefit coverage is available to nurses who are on approved leaves of absence in excess of one (1) month provided the nurse pays one hundred percent (100%) of the premium cost monthly in advance of the beginning of every month except as modified by the *Employment Standards Act*.
- (d) sick leave, vacation, benefit service eligibility, pension credit or progression through the wage grid will not accrue during the unpaid leave of absence but will remain at the amount held at the commencement of the leave except as modified by the *Employment Standards Act*.
- (e) benefits for a nurse due to illness or injury will continue until a nurse ceases to be disabled or ceases employment with the Region provided the nurse maintains her share of the required premiums.

All leaves of absence shall be requested in writing not less than two (2) weeks in advance of the required leave.

13.08 Professional and Educational Leaves

- (a) Where an employee is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such nurses for the time off from work as the result of attending the course.
- (b) Requests for leaves of absence for educational reasons will be dealt with on an individual basis and each case will be considered on its own merits.

- (c) Upon successful completion a nurse will be reimbursed up to \$300 per year for professional development courses/seminars approved in advance by the Home and recognized by the College of Nurses Quality Assurance Program.

### 13.09 Compassionate Leave

A nurse shall be granted time off for bereavement leave, without loss of pay for scheduled days of work, according to the schedule below, following the date of death, for attendance at, or arranging, for the funeral of:

- (a) A nurse's spouse or child, up to seven (7) consecutive days. Effective September 13, 2010 nine (9) consecutive days.
- (b) A father, mother, father-in-law, mother-in-law, sister, brother or grandchild, up to three (3) consecutive days. Effective September 13, 2010 four (4) consecutive days.
- (c) A nurse's grandmother, grandfather, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, up to two (2) consecutive days.
- (d) An additional two (2) days travelling time without pay may be granted by the Administrator to permit the nurse to attend a funeral in the family that is to be held at a distant point.
- (e) Where the parent of a nurse dies at a distant point and the nurse will be unable to attend the funeral, the day immediately following the day on which notification of the death is received by the nurse shall, if the nurse so wishes, be granted as time off for bereavement leave without loss of pay if that day is a scheduled working day.
- (f) At the written request of a nurse, the Administrator or his/her designate may permit the time off under this article to be taken over two occasions in order to accommodate religious or cultural diversity.
- (g) Part-time nurses will be credited with seniority and service for all such leave.

### 13.10 Jury and Witness Duty

A nurse required to serve on jury duty in a case in which the Crown is a party, or as a witness at an inquest, or as a witness in a case arising out of her employment, or as a witness at a Hearing of the College of Nurses of Ontario, shall not lose regular pay because of such attendance, provided that the nurse:

- (a) shall notify the Director of Resident Care or Director of Nursing as the case may be, or his/her designate, as soon as possible, when required to service under any of the above circumstances;
- (b) presents proof of service requiring her attendance;
- (c) deposits with the Employer the full amount of compensation received less expenses, for such service;

- (d) will not be expected to attend work on a day that the nurse is required to attend court;
- (e) will not be required to work on the night shift prior to such duty. Where the nurse's presence is required in court past seventeen hundred (1700) hours, she shall not be required to attend work for her night shift commencing later that day.

## 13.11

Pregnancy Leave

Pregnancy and parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

- (a) The nurse shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave and expected date of return. At such time, the nurse shall furnish, if requested by the Employer, with a certificate of a legally qualified practitioner stating the expected birth/return date.
- (b) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (a) above by written notification received by the Employer 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.
- (c) 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.

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

- (d) The Employer 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.
- (e) Upon confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment 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 18 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-eight percent (78%) 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 (2) 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 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 nurse shall be calculated based on the average number of hours worked using the same time period used for calculation of Employment Insurance benefits.

The nurse does not have any vested right except to receive payments for the covered employment 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.

- (f) Credit for service and seniority shall accumulate while a nurse is on pregnancy/parental leave except for the calculation of the probationary period.

### 13.12

#### Parental Leave – Effective September 17, 2008

- (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 13.11 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 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.
- (c) The nurse shall be reinstated to her or his former position, unless that position has been discontinued, in which case the nurse 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 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 or his 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 (a).

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 Unemployment 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 20 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-eight (78%) percent of the nurse's regular weekly earnings and the sum of her or his 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 employee's Employment Insurance cheque stub as proof that she or he 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 (currently 26 weeks).

The employee does not have any vested right except to receive payments for the covered employment 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 shall continue to pay the percentage in lieu of benefits for part time employees based on the employee's normal weekly hours for the portion of the parental leave for which SUB payments are being made, i.e. 12 weeks, in addition to pension contributions if applicable.

The employer will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 13.11 and for a period of up to thirty-five (35) weeks while a nurse is on Parental Leave under Article 13.12 provided the employees continue to pay his/her share of the premiums.

**ARTICLE 14 - PAID HOLIDAYS**

14.01 The following shall be recognized as holidays under this Agreement:

New Year's Day	Labour Day
Easter Sunday	Thanksgiving Day
Family Day	Remembrance Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day (July 1 <sup>st</sup> )	1 Individual Floating Holiday
Civic Holiday	

and any national or provincial holiday declared by the Federal Government or the Government of Ontario.

14.02 To be eligible for holiday pay an employee must work her full scheduled shift immediately preceding and her full scheduled shift immediately following the holiday.

Where an absence on either or both of the qualifying working shifts is either with the written permission of the Administrator, is due to illness attested to by a physician's certificate, or is with reasonable cause as provided for in the Employment Standards Act 2000, payment will be made. When an employee is on a leave of absence without pay or sick leave without pay in excess of 30 calendar days, she shall not be paid for any designated holiday(s) falling within the period of leave of absence without pay or sick leave without pay.

For the purpose of clarity, if a nurse is on a leave of absence and is in receipt of any type of supplemental payments, including that provided under Article 13 or Article 16 by the employer or any other party, it shall be considered a leave of absence without pay.

14.03 A nurse who is eligible for holiday pay and who is not required to work on one of the above named holidays shall suffer no reduction in her salary by reason of the occurrence of the said holiday.

14.04 A nurse who is scheduled to work on any such holiday and works on the said holiday shall be paid time and one-half (1.5) his/her regular straight rate for the day and another day off with pay and such time off shall be at the mutual agreement of the nurse concerned and the Director of Resident Care, or Director of Nursing as the case may be, or his/her designate. The lieu day must be taken within 45 days following the holiday. Notwithstanding the above, a nurse may make a written request to use a stat lieu day prior to earning it.

14.05 The application of premium pay for the holiday shall be paid only for the day on which the holiday is observed.

14.06 The individual floating holiday will be selected at a mutually acceptable time between the nurse and the Director of Resident Care, or Director of Nursing as the case may be, or his/her designate.

- 14.07 When a nurse is scheduled to work a weekend which immediately follows, or is just prior to, a paid holiday as set out in 14.01, she shall be scheduled to work the paid holiday if it is available.
- 14.08 Holiday pay will be computed on the basis of the nurse's regular rate of the number of hours he/she would have worked during his/her normal daily shift had there been no holiday.

**ARTICLE 15 - VACATIONS WITH PAY**

For Full-Time Nurses Only:

- 15.01 (a) Full-Time nurses will receive vacation with pay in accordance with the following schedule.
  - i) Less than one (1) year of service, one (1) day per month of service to a maximum of ten (10) working days.
  - ii) One (1) year of service, but less than five (5) years of service, three (3) weeks.
  - iii) Five (5) years of service, but less than fourteen (14) years of service, four (4) weeks.
  - iv) Fourteen (14) years of service, but less than twenty-three (23) years of service, five (5) weeks.
  - v) Twenty-three (23) years of service, but less than twenty-eight (28) years of service, six (6) weeks.
  - vi) Twenty-eight (28) or more years of service, seven (7) weeks.

For Part-Time Nurses Only:

- (b) Part-time nurses shall receive vacation entitlement on the basis of fifteen hundred (1500) hours paid equals one (1) year of service.

Part-time nurses shall receive vacation time with pay based on a percentage of their gross annual earnings according to the following schedule:

- i) less than one (1) year of service - 4% 2 weeks
- ii) one (1) to five (5) years of service - 6% 3 weeks
- iii) five (5) to fourteen (14) years of service - 8% 3 weeks
- iv) fourteen (14) to twenty-three (23) years of service - 10% 3 weeks  
effective January 1, 2010 - 10% 4 weeks
- v) twenty-three (23) or more years of service - 12% 3 weeks  
effective January 1, 2010 - 12% 5 weeks

Should a part-time nurse not take a specific vacation time during the calendar year, she shall be paid her appropriate vacation pay on the first pay in December of each year. The percentage shall be calculated from the nurse's gross earnings for the previous year.

15.02 Full-time nurses shall be entitled to vacation pay in accordance with credited service. Vacations shall be taken in the calendar year based on the nurse's vacation entitlement as computed to May 31 of that same calendar year except that a nurse shall become entitled to increased vacation entitlement after January 1st in the calendar year in which the second (2<sup>nd</sup>) or subsequent anniversary of service falls.

15.03 If a paid designated holiday falls during a nurse's vacation, he/she shall be granted an additional day's vacation at a time mutually agreed to between the nurse and the Director of Resident Care or his/her designate.

15.04 A nurse who is on leave of absence without pay in excess of three (3) months shall receive a vacation with pay pro-rated to time worked.

15.05 When a nurse's employment is terminated for any reason, full payment for vacation earned, but not taken will form part of such nurse's termination. Likewise, vacation taken but not earned will be reimbursed to the employer.

15.06 Vacation Roster

A blank vacation roster covering the calendar year will be posted by January 7<sup>th</sup> each year. The planner will indicate the number of vacation days each staff is entitled to. The planner will be removed on March 31<sup>st</sup> to enable management to grant vacation requests as set out in the collective agreement.

- (a) For the granting of vacation by seniority, requests for vacation must be submitted by March 31. The finalized vacation schedule will be posted by April 30th. Requests will be granted by seniority except as stated Article 15.
- (b) All vacation requests submitted after March 31 will be on a first served basis.
- (c) Requests for vacation time occurring prior to March 31st in the calendar year, will be on a first served basis.
- (d) Vacation is limited to two (2) weeks during the peak 11 week period, ending on Labour Day.
- (e) Nurses can apply for more than two (2) weeks and will not be unreasonably denied.
- (f) A maximum of two (2) Registered Nurses may be granted vacation at the same time. At the discretion of management, a third (3<sup>rd</sup>) Registered Nurse may be granted vacation.
- (g) Vacation/Stat days may be used for three extra weekends off a year. During the peak 11 week period, ending on Labour Day, individual vacation/Stats days may be used for only one extra weekend off.

**ARTICLE 16 - SICK LEAVE**

- 16.01 Any abuse of these provisions may be considered cause for disciplinary action.
- 16.02 All regular full-time nurses of the Home shall be entitled to their existing bank of sick leave credits and to one and one-half (1.5) days sick leave for each full month of employment and any unused portion of such sick leave shall accumulate to the credit of such nurses.
- 16.03 All regular full-time nurses shall be entitled to sick leave with pay up to the amount of their accumulated sick leave credits. Probationary nurses shall not be entitled to such credits until they become regular nurses, at which time sick leave credits will be established as of the date of hiring.
- 16.04 Any regular full-time nurse who has had at least five (5) years of continuous service shall, upon termination of his employment for any reason, be entitled to a sick leave gratuity equal to his salary at the time of such termination of service, for one-half ( $\frac{1}{2}$ ) of the number of days sick leave standing to his credit at that date provided, however, that this amount of such gratuity shall in no case exceed six (6) months of his salary at that date.
- 16.05 Sick leave entitlement and accumulation shall not apply to maternity leaves of absence.
- 16.06 The Department of Human Resources shall keep all records necessary to the carrying out of this plan, and the decision of the Commissioner of Human Resources as to the amount of sick leave gratuity to which a nurse is entitled shall be final.
- 16.07 In cases where absence is caused by accident or illness for which the nurse is receiving compensation from the Workers' Safety & Insurance Board, the period of absence to be charged against his sick leave credit shall be reduced to give effect only to the net salary paid by the Employer to such nurse with respect to such absence.
- 16.08 No wage payments shall be made to a nurse claiming compensation beyond the limit of his credit on sick leave, unless or until an award has been made by the Workers' Safety & Insurance Board.
- 16.09 The provisions of this Article shall apply to regular full-time nurses only.
- (Note: A part-time nurse who becomes a regular full-time nurse shall be credited with one and one-half (1.5) days sick leave for each full month of service credited to him as a regular employee a maximum of nine (9) sick leave credits).

## **ARTICLE 17 - HOURS OF WORK**

- 17.01 The normal hours of work for a nurse are not a guarantee of work per day or per week or a guarantee of days of work per week.
- 17.02 The normal hours of work shall be seven and one-half (7.5) hours per day and, for full time nurses, seventy-five (75) hours in any bi-weekly period.
- 17.03 Owing to the inherent nature of part-time employment, it is understood that fluctuations in the scheduling of part-time nurses will occur and will not trigger the lay-off clause.
- 17.04 The introduction or discontinuance of a shift other than the normal daily seven and one-half (7.5) hours shall be negotiated by the parties.
- 17.05 **Breaks**
- A nurse shall receive a paid fifteen (15) minute break in the first half (½) of the shift; a paid fifteen (15) minute break in the second half (½) of the shift; and, one unpaid one-half (½) hour lunch break.
- 17.06 A nurse may leave the building during her/his thirty (30) minute unpaid lunch break provided the nurse's responsibilities can be delegated to a qualified person for the duration of the absence.
- 17.07 **Scheduling**
- (a) Work schedules shall be posted four (4) weeks in advance of their effective date on the bulletin boards in the area where the nurses affected work, although the schedules may be subject to change according to operational requirements with personal notice to the nurse.
- (b) Requests for change in posted work schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or shifts and are subject to the discretion of the Administrator or her/his designate. In any event, it is understood that such a change initiated by the nurse and approved by the Employer shall not result in overtime compensation or payment or any other claims on the Employer by any nurse under the terms of this Agreement.
- (c) Requests for specific days off shall be made eight (8) calendar days in advance of the schedule being posted.
- 17.08 Nurses shall receive time off at Christmas or New Year's, alternating from year to year. Christmas off shall include Christmas Eve Day, Christmas Day and Boxing Day. New Year's off shall include New Year's Eve Day and New Year's Day. Nurses shall receive at least three (3) consecutive days off in a row at either Christmas and or New Year's. Where there is no impact on operational needs, the employer endeavours to schedule nurses for additional time off at Christmas or New Year's.

When there is no impact on operational needs, the employer endeavours to provide both Christmas and New Year's off to a nurse(s). This shall be offered in order of seniority to the nurse(s) with a seniority date below the nurse who was offered both holidays off the previous year.

It is understood that the pattern of every other weekend off for regular full time nurses may require adjustment from December 15<sup>th</sup> to January 9<sup>th</sup> and the adjustment will not trigger overtime pay under Article 18.11.

- 17.09 Where there is a change to Daylight Savings from Standard Time or vice versa, a nurse who is scheduled and works a full shift shall be paid for the time she/he works.
- 17.10 The first (1<sup>st</sup>) shift of the day shall be the night shift.
- 17.11 There shall be no split shifts.
- 17.12 The employer will schedule every other weekend off for full-time nurses and one (1) weekend in three (3) off for part-time nurses. The current practice of scheduling every other weekend off for part-time nurses will continue as much as possible.
- 17.13 Where the operational needs of the Home can be met, a nurse may request to be scheduled on days/evenings, days/nights, or evening/nights rotation.
- 17.14 A weekend is defined as being fifty-six (56) consecutive hours off during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- 17.15 Individual Special Circumstance Arrangements

Notwithstanding Article 2.03, the Home and the Association may agree that the hours of work for an individual full-time nurse be modified. Such an arrangement shall be established by mutual agreement of the home and the Association and the nurse affected. The parties agree that the arrangement applies to an individual, not to a position.

## **ARTICLE 18 - PREMIUM PAYMENT**

- 18.01 Premium Payment
- (a) Work in excess of the normal daily hours of work or in excess of seventy-five (75) hours biweekly shall be compensated at the rate of time and one-half (1.5) his/her regular straight time rate.
- (b) Effective April 1, 2008, a shift premium of one dollar and fifty five cents (\$1.55) per hour will be paid to all nurses working the evening shift and one dollar and eighty five cents (\$1.85) per hour will be paid to all nurses working the night shift.

Effective April 1, 2009, a shift premium of one dollar and seventy cents (\$1.70) per hour will be paid to all nurses working the evening shift and two dollars and five cents (\$2.05) per hour will be paid to all nurses working the night shift.

- 18.02 Nurses required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.
- 18.03 Where a nurse is not provided with a period of sixteen (16) consecutive hours off between periods of work, the nurse will be paid at time and one-half (1.5) her appropriate hourly rate for those hours between the time she starts work and the end of the sixteenth (16<sup>th</sup>) hour. Overtime hours worked during the sixteen (16) hour period will not trigger this premium.
- 18.04 Where call-in is requested within one-half (½) hour of starting time of the shift and the nurse commences work within one (1) hour of the call, then the nurse will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- 18.05 It shall be the responsibility of the nurse to consult the posted work schedule. Changes to the posted schedule required by the Employer shall be brought to the attention of the nurse. Where less than twenty-four (24) hours' notice is given to the nurse personally, the nurse will be paid four (4) hours straight time wages. It is understood that call-ins are not covered by this provision.
- 18.06 Where a full-time nurse has completed his/her regularly scheduled shift and has left the Home and is called in to work outside his/her regularly scheduled working hours, such nurse shall receive time and one-half (1.5) his/her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1.5) his/her regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into his/her regularly scheduled shift. In such case, the nurse will receive time and one-half (1.5) his/her regular straight time hourly rate for actual hours worked up to the commencement of his/her regular shift.
- For part-time nurses this premium will apply if called back to work within sixteen (16) hours of the completion of his/her shift.
- 18.07 A nurse who works a second (2nd) consecutive shift shall be entitled to the normal rest periods and eight dollars (\$8.00), if the employer is unable to provide a hot meal.
- 18.08 If the nurse is scheduled to work in excess of seven (7) consecutive days, she shall be paid time and one-half (1.5) on all days scheduled in excess of seven (7) until a day off is scheduled.
- 18.09 Under no circumstances shall overtime be allowed to pyramid.

18.10 Weekend Premium

Effective April 1, 2008, a nurse shall be paid a weekend premium of two dollars (\$2.00) per hour for all hours worked between 2230 hours on Friday to 2230 on Sunday at Lakeview Manor, and 2300 hours on Friday to 2300 hours on Sunday at Fairview Lodge.

Effective April 1, 2009, a nurse shall be paid a weekend premium of two dollars and twenty cents (\$2.20) per hour for all hours worked between 2230 hours on Friday to 2230 on Sunday at Lakeview Manor, and 2300 hours on Friday to 2300 hours on Sunday at Fairview Lodge.

If a nurse is receiving premium pay under Article 18.11 with respect to consecutive weekends worked, the nurse will not receive a premium under this Article.

- 18.11 If a full-time nurse is required to work a second (2<sup>nd</sup>) consecutive and subsequent weekend and if a part-time nurse is required to work a third (3<sup>rd</sup>) consecutive and subsequent weekend, she will receive premium payment of one and one-half (1.5) times for all hours worked on that weekend and subsequent consecutive weekends until a weekend is scheduled off.

**ARTICLE 19 – MISCELLANEOUS**

- 19.01 Prior to affecting any significant 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 Union.

- 19.02 The Employer shall provide to each nurse a copy of the current information booklets for those benefits provided under Article 20. The Union shall be provided with a current copy of the Master Policy.

- 19.03 The Employer may substitute another carrier for any of the plans (other than O.H.I.P.) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

- 19.04 Upon request, the Employer will provide her or him with a letter detailing her or his years of experience with the Employer. In the case of part-time employees, such experience shall be expressed as hours worked.

19.05 Medical Exams

- (a) Where a medical examination is required to comply with the statute, a nurse may choose her personal physician.
- (b) When a nurse has been on sick leave the Administrator or his/her designate may require the nurse to obtain a doctor's certificate.
- (c) Where a nurse is absent due to illness, the nurse may be required to specify the nature of the illness to verify payment under the sick leave plan.

19.06 Modified Work

The employer agrees that where a nurse suffers an injury by an accident arising out of and in the course of employment (within the meaning of the *Workers' Safety & Insurance Act*) and is unable to return to his/her regular duties he/she shall be provided with modified work suitable to his/her abilities which reflects his/her regular duties as closely as his/her abilities and task modification allow where possible, or with suitable alternate employment.

The employer agrees that, if changes are required to the Modified Work Program, such changes will be discussed with the Union. It is the intent of the program, by both parties, to assist nurses to resume their regular duties or other alternative employment of a suitable nature.

ONA will be included on the distribution list for WSIB Employee Accident/Incident Reports.

19.07 The Employer will notify the local union in writing of any employee who has been physically assaulted in the line of work by forwarding a copy of the applicable incident report within forty-eight (48) hours of completion or as soon as is practically possible.

19.08 Each nurse shall keep the Employer informed of changes to relevant employment information.

19.09 (a) If a nurse becomes disabled with the result that he/she is unable to perform the regular functions of his/her position, the employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.

(b) Positions established under this Article will not constitute new classifications and shall lapse upon termination, resignation, or retirement of the nurse in question.

19.10 All nurses shall be required, on an annual basis to be vaccinated for influenza. This vaccination will be provided free of charge by the Home every Fall. If the nurse chooses to be vaccinated by his/her physician, proof of such vaccination by the nurse's physician must be provided to the Home.

Nurses who are unable to take the influenza vaccine due to medical reasons are required to provide proof from their family physician.

## **ARTICLE 20 - BENEFIT PLANS**

### For Full-time Nurses Only:

20.01 The Employer will provide the following employee benefit program with premiums payable by the Employer, except as noted, to all regular full-time nurses. Enrolment in extended coverage group insurance, and dental coverage will take place after three (3) months of continuous employment and for Group Insurance in (b) below,

after six (6) months of continuous service. Employees over the age of 65 shall be excluded from 20.01 (b)(i), (iii) and (iv).

(a) O.H.I.P.

The Employer agrees to pay one hundred percent (100%) of the billed premiums towards coverage of eligible nurses under the Ontario Health Insurance Plan or its successors.

(b) Group Insurance

- i) Life Insurance - twice basic annual salary to a maximum insured amount of \$135,000. Effective December 19, 2006 the maximum insured amount shall be \$200,000.
- ii) For nurses retiring on an OMERS pension and who have at least fifteen (15) years of service with the Region, a paid up Life Insurance Policy of \$2,000.
- iii) Accidental Death and Dismemberment insurance equal to nurse's Life Insurance.
- iv) Long Term Disability Insurance payable at sixty-six and two-thirds (66 2/3) of basic earnings to a maximum of thirty-eight hundred dollars (\$3,800) per month. Benefits to commence on the one-hundred and eighty-first (181<sup>st</sup>) day of disability.
- v) A nurse may elect to purchase additional voluntary insurance through a plan arranged by the employer.

(c) Dental Plan

- i) Basic Services – no co-insurance. Effective April 1, 2003 basic dental recall examinations are covered once every nine (9) months.
- ii) Endodontic and Periodontic Services - co-insurance with plan paying seventy-five percent (75%) and nurse twenty-five percent (25%).  
  
Effective April 1, 2003, scaling and/or root planning has an annual maximum of eight (8) time units per calendar year.
- iii) Major Restorative – co-insurance with plan paying 50% and the employee paying 50%.
- iv) An annual maximum of fifteen hundred (\$1500.00) dollars per nurse or dependant person on all dental benefits will apply.
- v) Benefits are based on the current O.D.A. fee schedule effective September 17, 2008.

(d) Extended Coverage

Nurses will be enrolled in the Extended Health Care Plan with family coverage at the nurse's option. The deductible for single coverage is the first thirty-five dollars (\$35) of eligible expenses incurred by the nurse and for family coverage is the first fifty (\$50) of eligible expenses incurred by the nurse and/or dependents during the calendar year. Extended Coverage provides:

- i) Semi Private Hospital Coverage (not subject to the deductible).
- ii) Drug Plan. A drug card with mandatory generic substitution and \$10.00 dispensing fee cap shall be issued.
- iii) Vision Care
  - (a) Eye Coverage - two hundred dollars (\$200) maximum every 24 months. Effective December 19, 2006, this amount shall increase to two hundred fifty dollars (\$250)
  - (b) Effective December 19, 2006:  

Eye Exam – up to \$80 every 24 months.
- iv) Other Eligible Expenses - ambulance, nurses, etc.
- v) Hearing Aids - three hundred dollars (\$300) maximum over each two (2) year period.
- vi) Physiotherapy and Psychological - two thousand dollars (\$2,000) maximum per benefit per year per insured person.
- vii) Other

Full-time nurses who retire early (before the age of 65) and achieve the OMERS 90 factor or have at least 15 years of Regional service at the time of retirement and who take an OMERS retirement pension, will be provided with Extended Health (drugs, semi-private hospital and vision care) and the dental plan up to the age of 65 provided the monthly premiums are paid monthly, in advance, by the nurse.

20.02

It is understood that the insured benefits described in this article will not be reduced during the term of this agreement. It is understood and agreed that such programs will be subject to the terms and conditions of any governing master policy (a copy of which shall be supplied to the Union) or any statutory requirement. Any dispute over the payment of benefits, shall be adjusted between the nurse and the insurance company, but the Employer will use its best efforts to assist the nurse in dealing with the insurance company.

- 20.03 The 5/12 nurses' share of the Employment Insurance Canada premium reduction will be ceded to the Employer to provide partial funding for benefit costs.

**ARTICLE 21 - PENSION PLAN**

- 21.01 All eligible full-time nurses must, and all eligible part-time nurses may elect to become members of the Ontario Municipal Employees' Retirement System (OMERS). If a nurse becomes a member, the nurse and the employer shall contribute to OMERS for the eligible nurse as per the regulations of the Plan. It is understood that members of OMERS cannot withdraw from membership during their employment with the Employer.

**ARTICLE 22 - ORIENTATION AND IN-SERVICE**

- 22.01 An orientation program tailored to the newly hired nurse, inclusive of all shifts, will be provided.
- 22.02 In-service programmes will be provided and may be reviewed and updated from time to time by members of the Professional Responsibility Committee.

**ARTICLE 23 – COMPENSATION**

- 23.01 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 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 of pay established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at step two (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 (1<sup>st</sup>) filled.

- 23.02 An annual increment shall be paid on each full-time nurse's anniversary date of employment and after each fifteen hundred (1500) hours worked in the case of part-time nurses until a nurse reaches the maximum step.
- 23.03 A claim for recent related experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment or otherwise. The nurse shall co-operate with the Home by providing verification of previous experience so that

Having established the recent related experience, the Home will credit a new nurse with one (1) annual service increment for each year of experience up to the maximum of the salary grid.

23.04 In the event that a nurse is transferred from a part-time to a full-time position she shall be placed on the same level on the salary grid at the time of transfer. The date for progression to the next level will be based on the earlier of the completion of the balance of the 1500 hours worked required to reach the next increment or the anniversary date of employment and thereafter, on the anniversary date of employment.

**ARTICLE 24 – DURATION**

24.01 This agreement shall remain in force and effect for a term commencing on April 1, 2008 and terminating on March 31, 2010 and thereafter from year to year unless either party gives notice in writing to the other within ninety (90) days prior to the expiry date thereof of that party's intention to terminate this Agreement or to re-negotiate revisions thereof.

DATED AT WHITBY, ONTARIO THIS 13th DAY, September 2010.

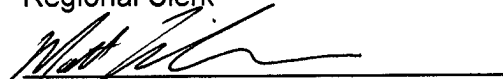
FOR THE EMPLOYER

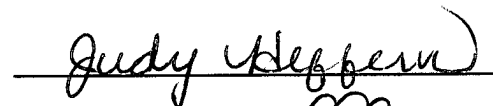


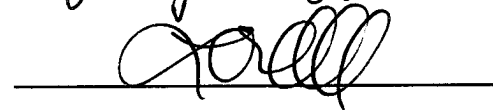
Regional Chair and CEO



Regional Clerk







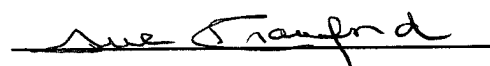
FOR THE UNION

 LRO ONA

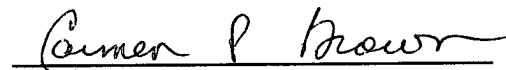
Labour Relations Officer

 LRO ONA

ONA LRO







**SCHEDULE "A"****SALARY SCHEDULES****REGISTERED NURSE:**

		<u>Current</u> <u>April 1, 2007</u>	<u>Year 1</u> <u>April 1, 2008</u>	<u>Year 2</u> <u>April 1, 2009</u>
Step 1	Hourly	\$27.65	\$28.55	\$29.41
Step 2	Hourly	\$29.01	\$29.95	\$30.85
Step 3	Hourly	\$30.38	\$31.37	\$32.31
Step 4	Hourly	\$32.10	\$33.14	\$34.13
Step 5	Hourly	\$33.81	\$34.91	\$35.96
Step 6	Hourly	\$35.55	\$36.71	\$37.81
Step 7	Hourly	\$38.07	\$39.31	\$40.49
25 years Rate		\$38.74	\$40.00	\$41.20

A.01 The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

A.02 The hourly salary rates payable to a regular part-time nurse or temporary 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, enrol in OMERS 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 nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 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.

A.03 The parties agree that the renewal of this agreement resolves any and all matters relating to pay equity to date.

**LETTER OF UNDERSTANDING**

Between:

**THE REGIONAL MUNICIPALITY OF DURHAM  
LAKEVIEW MANOR, BEAVERTON, and  
FAIRVIEW LODGE, WHITBY**  
[hereinafter referred to as the "Employer"]

And:

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Union"]

RE: Committee to Review and Consider the Implementation of a Short Term Disability Plan

The parties agree to form a joint committee with the mandate to review and consider the implementation of a Short Term Disability Plan.

The committee shall be comprised of:

- (a) two members of the bargaining unit;
- (b) one provincial union representative;
- (c) two members of the management team; and
- (d) one member of the Human Resources Department.

The committee may invite persons with related expertise to participate on an *ad hoc* basis.

The committee shall meet within six months of the date of final ratification or award as the case may be in order to establish a timeline for meetings and proposals.

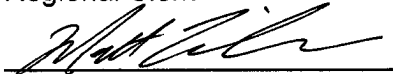
If the committee develops a mutually agreed upon Short-Term Disability plan, it may propose such plan to its respective principals for ratification and implementation at any point prior to the expiry of the collective agreement.

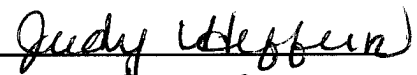
DATED AT WHITBY, ONTARIO THIS 13th DAY, SEPTEMBER 2010.

FOR THE EMPLOYER

  
\_\_\_\_\_  
Regional Chair and CEO

  
\_\_\_\_\_  
Regional Clerk

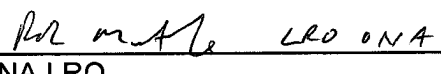
  
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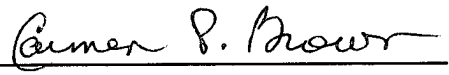
FOR THE UNION

  
\_\_\_\_\_  
Labour Relations Officer

  
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ONA LRO

  
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**LETTER OF UNDERSTANDING**

Between:

**THE REGIONAL MUNICIPALITY OF DURHAM  
LAKEVIEW MANOR, BEAVERTON, and  
FAIRVIEW LODGE, WHITBY**  
[hereinafter referred to as the "Employer"]

And:

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Union"]

RE: Modified Work/Return to Work Program

The parties agree to the following to be included as part of the Collective Agreement:

It is the mutual desire of the parties to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace.

The parties will make reasonable efforts to place disabled employees in their regular classification. The full range of accommodation will be considered to enable employees with disabilities to perform the core duties of their positions. If this is not possible, the parties will co-operate in finding suitable alternative employment.

The parties agree to establish a Joint Return to Work Core Committee consisting of the Bargaining Unit Representative at the Home and a Human Resources representative, who will serve as Co-chairpersons. The Committee may be augmented by, but not limited to, the manager from the employee's work location and the employee. The Human Resources representative will serve as the Committee's liaison with the treating physician, rehabilitation specialists, etc.

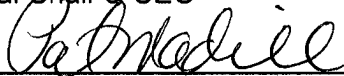
Where the employee cannot be accommodated in their regular classification, the Core Committee will meet for the purpose of reviewing and recommending appropriate individual case strategies, as soon as practicable, for:

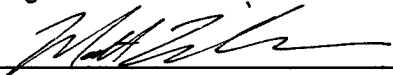
1. The safe and successful return of disabled workers to the workplace as soon as possible after an illness or accident, where work-related or not.
2. The return to productive and gainful employment, where practicable, for those employees who have become incapable of fully performing the core duties of their own classification but who are medically certified as capable of performing duties of another classification.

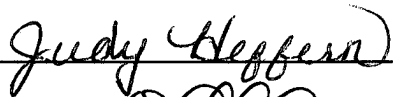
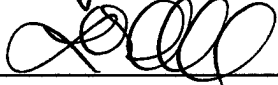
DATED AT WHITBY, ONTARIO THIS 13th DAY, SEPTEMBER 2010.

FOR THE EMPLOYER,

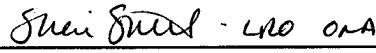
  
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Regional Chair & CEO


  
\_\_\_\_\_  
Regional Clerk


  
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FOR THE UNION

  
\_\_\_\_\_  
Labour Relations Officer

  
\_\_\_\_\_  
ONA LRO

  
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APPENDIX "A"

**GRIEVANCE REPORT**

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO			
<b>GRIEVANCE REPORT / RAPPORT DE GRIEF</b>			
ONA LOCAL SECTION LOCALE DE L'AIIO GRIEVOR PLAIGNANTE DEPARTMENT SERVICE	EMPLOYER EMPLOYEUR GRIEVANCE NO. N° DU GRIEF	STEP ÉTAPE 1. 2. 3.	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÉNEMENT			
SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA RÉP. DE L'AIIO:	
STEP ONE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:
PREMIÈRE ÉTAPE		DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶		SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
STEP TWO	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:
DEUXIÈME ÉTAPE		DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶		SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
STEP THREE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:
TROISIÈME ÉTAPE		DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶		SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
ON-09 REV. 01/2000                      DISTRIBUTION: 1. BLACK - EMPLOYER    2. BROWN - ONA    3. BLUE - LOCAL ASSOCIATION    4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR    2. BRUN - AIIO    3. BLEU - ASSOCIATION LOCALE    4. VERT - PLAIGNANTE			