

**COLLECTIVE AGREEMENT**

Between:

**AU CHATEAU HOME FOR THE AGED  
STURGEON FALLS**  
(hereinafter referred to as the "Employer")

And:

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

Expiry Date: March 31, 2020

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## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Home and the nurses covered by this Agreement; to provide for ongoing means of communication between the Association and the Home and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is the desire of the parties hereto to co-operate and work harmoniously together in promoting their mutual interest in the residents of the Home.
- 1.03 The Home shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

## **ARTICLE 2 - RECOGNITION AND DEFINITIONS**

- 2.01 The Home recognizes the Association as the sole bargaining agent of all registered and graduate nurses employed in a nursing capacity at Au Chateau Home For The Aged in Sturgeon Falls, save and except the Director of Resident Services and persons above the rank of Director of Resident Services.
- 2.02 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with The Regulated Health Professionals Act (R.H.P.A.), and The Nursing Act.
- 2.03 A nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations must obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, but in any case not longer than two years from her or his date of hire, she/he will be deemed to be not qualified for the position of registered nurse and she/he will be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration.
- 2.04
- (a) The Home shall not contract out any work performed by members of the bargaining unit which results in a lay-off or a reduction in hours of work of any member of the bargaining unit.
  - (b) Nurses who are in a supervisory position 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.
  - (c) It is also understood that when a Registered Nurse is on sick leave, vacation, or leave of absence, the shifts will be replaced by a member of the Bargaining Unit if a Registered Nurse is available.
  - (d) It is agreed that ad hoc usage of agency nurses (RN) will not exceed the lesser of 2% of the total bargaining unit hours or the Home's actual usage

for 2012-2013 base fiscal year. The Home will make ongoing best efforts to reduce any use of agency nurses. The Home will provide the Union, on a quarterly basis, with satisfactory reporting respecting the use of agency nurses and the percentage that use represent of total bargaining unit hours worked (RN). Any use of Agency nurses beyond 2% in a fiscal year will result in a payment to the Union of 38 cents per hour of agency use above 2% to be determined annually at the end of each fiscal year.

- 2.05 (a) A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 16.
- (b) A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 16 and who is scheduled to work on a predetermined basis.
- (c) A casual nurse is a nurse who is called in when regular part-time nurses are unavailable. It is the responsibility of each casual nurse, in advance of the posting of each schedule, to notify the Home of her availability during the next scheduling period.
- 2.06 The Home agrees to employ sufficient registered staff and health care aides to meet the staffing needs that may be set from time to time by statute and/or regulation. In the event that there is insufficient staffing to meet this undertaking, the Home, subject to the exercise of its rights under Article 7, will post vacancies so that any unmet care is suitably addressed.
- 2.07 The Home, upon entry into any service agreement with the Ministry of Health in respect to residents cared for by members of this bargaining unit, shall provide to the Union copies of any documents or materials which it posts in the Home pursuant to the Homes for the Aged and Rest Homes Act or any successor legislation.
- 2.08 Whenever the feminine pronoun is used in this Agreement, it shall be read to include the masculine and non-binary pronoun where the context so requires. And whenever the singular pronoun is used, if it is necessary, the plural shall be deemed to apply.

### **ARTICLE 3 – RELATIONSHIP**

- 3.01 The Home and the Association agree that there will be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability, or by reason of membership or non-membership or activities on behalf of the Association, or by reason of exercising her rights under the Collective Agreement.
- 3.02 The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on the Home's premises or during working hours except with the written permission of the Home or as specifically provided for in this Agreement.

3.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, ancestry, creed, colour, place of origin, ethnic origin, citizenship, sex, sexual orientation, gender identity, gender expression, marital status, age, record of offences, family status or disabled/disability, or any other factor which is not pertinent to the employment relationship ref: *Ontario Human Rights Code*.

3.04 Violence in the Workplace

- (a) Violence for all purposes in the collective agreement shall be defined as any actual, attempted or threatened or implied conduct of a person that causes or is likely to cause physical and/or psychological trauma/harm/injury/illness or that gives a person reason to believe that s/he or another person is at risk of an/or psychological trauma/harm/injury/illness. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subject to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.01.
- (b) The Employer agrees to develop, establish and put into effect, formalized measures, policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent behaviour and situations and support to employees who have faced workplace violence. These measures, policies and procedures will include but not limited to:
  - i) Assessing and reassessing risk;
  - ii) Control risk;
  - iii) Designing safe procedures for employees;
  - iv) An electronic and visual flagging system that can alert all employees about a person with a history of violent behaviour and their triggers;
  - v) Protection of employees;
  - vi) Summon immediate assistance;
  - vii) Investigate all incidents of workplace violence;
  - viii) Communicate and provide appropriate training and education; and,
  - ix) Reporting all incidents of workplace violence.
- (c) The employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially

aggressive persons. This training will be done during a new employee's orientation and updated as required.

- 3.05 For the purposes of this Agreement and the benefits herein, including insurance coverage, a "common-law" relationship is said to exist when an employee has a spousal relationship with another person of the same or opposite sex.

All entitlements contained herein in respect of spouses and the relatives of spouses shall also exist in respect of common-law spouses as defined above and the relatives of common-law spouses.

- 3.06 The Home and the Association recognize their joint duty to accommodate disabled/disability employees in accordance with the provisions of the Ontario Human Rights Code.

#### **ARTICLE 4 - NO STRIKE, NO LOCKOUT**

- 4.01 The Association agrees there shall be no strikes and the Home agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

#### **ARTICLE 5 - ASSOCIATION SECURITY**

- 5.01 The Home will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association.

- 5.02 Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.

The deduction period for a part-time nurse may be extended where the nurse does not receive any pay in a particular month.

Where a nurse has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided the nurse has earnings in the next payroll period.

If the failure to deduct dues results from an error by the Home, then, as soon as the error is called to its attention by the Union, the Home shall make the deduction in the manner agreed to by the parties.

- 5.03 The amount of the regular monthly dues shall be those authorized by the Association and the Vice-President, Finance of the Association shall notify the Home of any changes therein and such notification shall be the Home's conclusive authority to make the deduction specified.

- 5.04 In consideration of the deducting and forwarding of Association dues by the Home, the Association agrees to indemnify and save harmless the Home against any claims or liabilities arising or resulting from the operation of this Article.

5.05 The amounts so deducted shall be remitted monthly to the Vice-President, Local Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses (last name, first name, employee number) from whom deductions were made, and the nurses' social insurance numbers, amount of dues deducted, the job classification, and status of the nurses. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month, returns from leave of absence. A copy of this list will be sent concurrently to the local Union. The Employer shall provide the information in an electronic format.

The Employer will also identify the dues month, name(s) of the bargaining unit and payroll contact information.

The Employer will provide the members' current addresses and phone numbers it has on record, with the dues lists, at least every six (6) months.

5.06 The Home agrees that an Association representative shall be given the opportunity of interviewing each newly hired nurse for a period not to exceed twenty (20) minutes and prior to the completion of the probationary period, for the purpose of advising such nurses of their rights and obligations under the terms of this Agreement. Such interview will be scheduled during the nurse's orientation period and will be conducted collectively where more than one (1) nurse is included in the same orientation period.

5.07 The Home will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.

## **ARTICLE 6 - REPRESENTATION AND COMMITTEES**

6.01 (a) The Home agrees to pay for time spent during regular working hours to representatives of the Association attending meetings with the Home.

(b) Nurse Representatives

The Home agrees to recognize two (2) nurse representatives to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Association business as provided in this Collective Agreement.

(c) Grievance Committee

The Home will recognize a grievance committee of two (2) nurses, which would include the grievor if she wishes to attend. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.

(d) It is agreed that nurse representatives and members of the grievance committee have their regular duties and responsibilities to perform for the Home and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities such representatives shall again report to their immediate



supervisor. The Home agrees to pay for all time spent during their regular hours by such representatives hereunder for time spent at joint meetings with the Home including up to one-half (1/2) hour prior to the start of the joint grievance meeting.

#### 6.02 Home-Association Committee

- (a) There shall be a Home-Association Committee comprised of three (3) representatives of the Home, one of whom shall be the Director of Resident Services or her designate and of the Association, one of whom shall be the Bargaining Unit President or her designate. The membership of the Committee may be expanded by mutual consent.
- (b) The Committee shall meet every two (2) months unless otherwise agreed and as required under Article 9. The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
  - i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of nursing care;
  - ii) dealing with complaints referred to it in accordance with the provisions of Article 9 - Professional Responsibility;
  - iii) discussion and reviewing matters relating to orientation and in-service programs.
- (d) The Home agrees to pay for time spent during regular working hours for representatives of the Association attending at such meetings.

#### 6.03 Negotiating Committee

- (a) The Home agrees to recognize a Negotiating Committee comprised of two (2) representatives of the Association for the purpose of negotiating a renewal agreement. The Home agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Home for a renewal agreement up to, but not including, arbitration.
- (b) Where a nurse makes prior arrangements for time off from a tour of duty, the nurse shall not be scheduled to work another tour that day.

#### 6.04 Joint Occupational Health and Safety Committee

- (a) In keeping with the mutual interest of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries, illnesses and acts of violence, the parties are mutually committed to promoting health, safety and wellness throughout the Home.

The Home shall provide orientation and training in health and safety practices and procedures to newly hired employees and to current employees on a periodic basis and nurses shall attend required health and safety training. Accordingly, the parties endorse the terms of the *Occupational Health and Safety Act*, and undertake to fulfil the responsibilities of the Home, the employees, and/or the Union on behalf of employees where required, under such terms.

- (b) Recognizing its responsibilities under the applicable legislation, the Home agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Association from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Home agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions. In addition, the Home will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for representatives to perform these duties shall be granted.

A member of a committee is entitled to:

- i) one hour or such longer period of time as the Committee determines is necessary to prepare for each Committee meeting;
- ii) such time as is necessary to attend meetings of the Committee; and
- iii) such time as is necessary to carry out [inspections and investigations under subsection 9(26), 9(27), and 9(31) of the Act.] ref: *Occupational Health and Safety Act, Sec. 9(34)*.

A member of a Committee shall be deemed to be at work during the times described [above] and the member's Home shall pay the member for those times at the member's regular or premium rate as may be proper. ref: *Occupational Health and Safety Act, Sec. 9(35)*.

At least one of the members representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the Act, shall be from the Association. The parties agree that it will not be a breach of this provision if only one (1) employee representing employees is trained to be a certified worker and such employee is not from

this bargaining unit, provided that an employee from this bargaining unit who is trained to be a certified worker is considered for the next opportunity to be the certified worker representing employees.

- (g) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) A member of a Committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's Home shall pay the member for the time spent at the member's regular or premium rate as may be proper. ref: *Occupational Health and Safety Act, Sec. 9(36)*. [This provision] does not apply with respects to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified. ref: *Sec. 9(37)*.
- (i) It is understood and agreed that this section does not apply to a nurse.
  - i) when circumstances described below is inherent in the worker's work or in a normal condition of the worker's employment; or
  - ii) when the worker's refusal to work would directly endanger the life, health or safety of another person. Ref: *Occupational Health and Safety Act, Sec. 43(1)*.
- (j) A worker may refuse to work or do particular work where he or she has reason to believe that:
  - i) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
  - ii) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
  - iii) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another worker. Ref: *Occupational Health and Safety Act, Sec. 43(3)*.
- (k) The parties further agree that suitable subjects for discussion at the joint Labour Management Committee will include aggressive residents.
- (l) The Home, in consultation with the JHSC, will develop, implement and amend as appropriate, policies, procedures, and programs, pertaining to the provision of a safe and healthy workplace. These shall include, but are not limited to:

Violence in the Workplace  
 Infection Prevention and Control  
 Musculoskeletal Injury Prevention  
 Safety Engineered Medical Sharps

### Early and Safe Return to Work

The Home will provide copies of all such policies, procedures and programs pertaining to health and safety upon request.

- (m) The Employer will promptly investigate reports of workplace violence. This will include cases of attempted, threatened or actual conduct that causes or is likely to cause injury. It will also include any threatening statement or behaviour that gives a worker reasonable cause to believe that she/he or another worker is at risk of injury. In the course of its investigation, the Employer will prepare a written report outlining the circumstances of each incident, the evidence gathered, findings, any corrective action taken to prevent a recurrence, and provide this report to the Joint Health and Safety Committee and make this report available to affected workers.
- (n) The Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.
- (o) The Employer, in consultation with the JHSC or Health and Safety representative, shall develop an effective written measure and procedure to put in place a visible warning system for all employees who may be exposed to residents who have a history of violent behaviour.

6.05 The Association may hold meetings on Home premises providing permission has been first obtained from the Administrator or his designee.

6.06 The Association shall keep the Home notified in writing of the names of the nurse representatives and/or Committee members and Officers of the Bargaining Unit appointed or selected under this Article as well as the effective date of their respective appointment. Only those so identified shall be recognised by the Home.

6.07 All reference to nurse representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Bargaining Unit.

6.08 The Home agrees to give representatives of the Ontario Nurses' Association access to the premises of the Home for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator, which will not be unreasonably withheld, except where the Bargaining Unit President position is vacant or in the event that the Bargaining Unit President is subject to discipline, in which case only prior notice is required.

### Return to Work

6.09 Prior to any employee returning to work off W.S.I.B. on a modified/light/alternate work program, the Home will notify and meet with members of the Local executive to consult on a back to work program for the worker. Any agreement resulting from these discussions which conflicts with the Collective Agreement shall prevail over any provisions of this Agreement in the event of a conflict.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

- 7.01 The Association acknowledges and recognizes that the management of the Home and the direction of the working force are fixed exclusively in the Home and shall remain solely with the Home except as specifically limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Home to:
- (a) Maintain order, discipline and efficiency;
  - (b) Hire, assign, discharge, direct, promote, demote, transfer, layoff, recall, suspend or otherwise discipline nurses, provided that claims of discharge, demotion, suspension, or discipline without just cause by a nurse who has completed her probationary period may be subject of a grievance and dealt with as hereinafter provided;
  - (c) Determine in the interest of efficient operation and highest standards of service, classifications, the hours of work, work assignments, methods of doing the work and its working establishment for any services, and the standards of performance for all nurses;
  - (d) Determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith;
  - (e) Make and enforce and alter from time to time reasonable rules and regulations to be observed by all nurses.
- 7.02 It is agreed that these rights shall be exercised in a reasonable manner consistent with the provisions of the agreement.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 8.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her or his union representative. In the case of suspension or discharge, the Home shall notify the nurse of this right in advance. The Home also agrees, as a good labour relations practice, in most circumstances it will also notify the local Association. The Home agrees that where an employee is required to attend a meeting with the Home that may lead to disciplinary action, it will inform the employee of the purpose of the meeting in advance.
- 8.03 It is the intent 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 or he has first given the Director of Resident Services (D.R.S.) or designate the opportunity of adjusting her complaint. Such complaint shall be discussed with the D.R.S. within nine (9) calendar days after the circumstances giving rise to it have

occurred or ought reasonably to have come to the attention of the nurse. This discussion may include consultation, advice and assistance from others. If there is no settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of the D.R.S.'s decision in the following manner and sequence:

#### Step No. 1

The nurse may submit a written grievance, through the Association, signed by the nurse, to the Director of Resident Services (D.R.S.) or designate. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The D.R.S. will deliver her decision in writing within nine (9) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

#### Step No. 2

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Administrator or his designee. A meeting will then be held between the Administrator, or his designee, and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Administrator, or his designee, may have such counsel and assistance as he may desire at such meeting. The decision of the Home shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the second step grievance reply will be provided to the Labour Relations Officer.

#### 8.04 Home/Association Grievance

A complaint or grievance arising directly between the Home and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting a nurse which such nurse could herself institute and the regular grievance procedure shall not be thereby bypassed. A grievance by the Home shall be filed with the Bargaining Unit President.

#### 8.05 Group Grievance

Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a group grievance in writing, identifying and signed by each nurse who is grieving, to the Director of Resident Services, or designate, within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

- 8.06 The release of a probationary nurse 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 nurse is released for:
- (a) reasons which are arbitrary, discriminatory or in bad faith;
  - (b) exercising a right under this Agreement.

The Home agrees to provide written reasons for the release of a probationary nurse within seven (7) days of such release.

A claim by a probationary nurse that she or he has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Home at Step 2 within seven (7) days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below.

The Home agrees to provide written reasons within seven (7) calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed her or his probationary period, without just cause.

A claim by a nurse who has completed her or his probationary period that she or he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Home at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Home's action in dismissing the nurse; or
  - (b) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
  - (c) by any other arrangement which may be deemed just and equitable.
- 8.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limit.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

8.08 It is understood and agreed that the Union has carriage of all grievances 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 Home and the representatives of the Association will be final and binding upon the Home and the Association and the nurses.

8.09 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48(16), as it may be amended from time to time, of the Labour Relations Act.

8.10 Arbitration

- (a) No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- (b) The time prior to referral to arbitration may be utilized by either or both of the parties to suggest and possibly agree to a dispute resolution mechanism which may include other than a three person Board of Arbitration.
- (c) Except as may be mutually agreed in writing, no person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (d) The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- (e) Wherever Board of Arbitration is referred to in this Article, the parties may agree in writing to substitute a sole Arbitrator or other mechanism and any provision referring to Board of Arbitration in this Article shall apply.
- (f) Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fee and expenses, if any, of the chairperson of the Arbitration Board.
- (g) When either party requests that any matter be submitted to arbitration as provided above, it shall make such request, in writing, addressed to the other party to this Agreement and at the same time name a nominee. Such notification shall include the submitting party's willingness to proceed under subsection (i) below, if applicable.

i) Dispute Resolution Mechanism

Where a grievance relates to a non-disciplinary matter, e.g.:

- A) job posting
- B) premiums
- C) scheduling issues



- D) compensation issues
- E) leave entitlement, including vacation
- F) discipline up to, but not including, discharge
- G) short term layoff
- H) dues issues

any other issues agreed by the parties

the parties, by written agreement, may advance such grievance to a dispute resolution which shall function as follows:

- 1) The parties agree that chairpersons under this dispute resolution mechanism shall be drawn on a rotating basis from Schedule "D" attached hereto which may be amended from time to time during the term of this Agreement based on the non-availability of any of those listed therein.
- 2) Except as modified below, the Chairperson shall have the same powers and authority as an arbitration board established under Section (ii).
- 3) The hearing shall be located within Sturgeon Falls if possible, but in any event, not farther afield than North Bay or Sudbury.
- 4) Where the parties agree that this process shall will not be utilized to represent either party.
- 5) The parties undertake that, where an informal process is agreeable, presentations proceeding under this dispute resolution mechanism shall include a comprehensive opening statement and thereafter, shall be as short and concise as possible. The parties agree to make limited reference to authorities during such submissions.
- 6) Prior to rendering a decision, the Chairperson may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not considered appropriate, the arbitrator shall proceed with the rendering of the decision.
- 7) The decision of the Chairperson shall be rendered to the parties in the agreed upon format within fifteen (15) working days of the hearing unless such period is extended by mutual agreements of the parties.
- 8) All decisions of the Chairperson under this dispute resolution mechanism shall be limited in application to the particular dispute and except upon written agreement of the parties to the dispute, shall be without prejudice. Unless otherwise agreed in writing, the decision shall be of no precedential value and shall not be referred to by either party in any subsequent proceeding.

- 9) Unless otherwise agreed in writing, all settlements achieved prior to hearing under this section shall be without prejudice.
  - 10) It is understood that neither party shall appeal any decision rendered under this section.
- ii) Where the parties do not agree to proceed under Section (i) above, the other party shall, within seven (7) calendar days following submission by the originating party, name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement, a Chairperson of the Board of Arbitration. If they are unable to agree upon a Chairperson within a period of fourteen (14) calendar days, or within a mutually agreed extension, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

#### **ARTICLE 9 - PROFESSIONAL RESPONSIBILITY**

9.01 The parties agree that resident care is enhanced if concerns relating to professional practice, resident acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

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

- (a)
  - i) At the time the workload issue occurs, discuss the issue with the Director of Resident Services or delegate, using established lines of communication, as identified by the Home, to seek immediate assistance from an individual(s) who has responsibility for timely resolution of the workload issues, to develop strategies to meet resident care needs using current resources.
  - ii) Failing resolution of the workload issue at the time of occurrence or if issue is ongoing the nurse(s) will discuss the issue with the Administrator or designate on the next day that the Administrator and nurse are both working or within five (5) calendar days whichever is sooner.  
  
Complete the Professional Responsibility Workload Report Form. The Administrator or designate will provide a written response on the ONA/Home Professional Responsibility Workload Report Form to the nurse(s) within five (5) days of receipt of the form with a copy to the Bargaining Unit President.
  - iii) Every effort will be made to resolve workload issues. A Union representative shall be involved in any resolution discussions. The discussions and actions will be documented.

- iv) Failing resolution, submit the Professional Responsibility Workload Report Form to the Association Management Committee within twenty (20) calendar days from the date of the Administrator's response or when she/he ought to have responded under ii) above. A meeting of the Association Management Committee shall be scheduled within fifteen (15) calendar days of the filing of the Professional Responsibility Workload Report Form. The Committee shall hear and attempt to resolve the issue(s) to the satisfaction of both parties and report the outcome to the nurse(s).

The Employer will provide a written response to the Union, with a copy to the ONA representation within ten (10) calendar days.

- v) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.
- vi) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.
- vii) Any settlement arrived at under the above, shall be signed by the parties.
- viii) Failing resolution of the issue(s) within the fifteen (15) calendar days of the meeting of the Association Management Committee, the complaint shall be forwarded to an independent assessment committee composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Employer and one (1) chosen by a panel of independent registered nurses who are well respected within the profession. The member of the committee chosen from the panel of independent registered nurses shall act as chairperson.

If one of the parties fails to appoint its nominee within a period of forty-five (45) calendar days of giving notice to proceed to the Independent Assessment Committee, the process will proceed. This will not preclude either party from appointing their nominee prior to the commencement of the Independent Assessment Committee hearing.

- ix) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment, and shall be empowered to investigate as is necessary, and to make what findings as are appropriate under the circumstances. The Assessment Committee shall render its decision in writing, to the parties within forty-five (45) calendar days following completion of its hearing.
- x) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Labour Relations Officer and the

Professional Practice Officer, may attend meetings held between the Home and the Association under this provision.

- xi) Any issues lodged under this provision shall be on the Professional Responsibility Workload Form. Alternatively, the local parties may agree to an electronic version of the form and a process for signing.
  - xii) The Administrator, Bargaining Unit President and the Association Management Committee will jointly review the recommendations of the Independent Assessment Committee and develop an implementation plan for mutually agreed changes.
- (b) i) The members of the panel shall sit in rotation alphabetically. The parties agree that should a Chairperson be required, the Ontario Nurses' Association and the Home will be contacted. They will provide the name of the person to be utilized on the list of Chairpersons.

Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she would not be suitable due to connections with the Home or community, the next person on the list will be approached to act as Chairperson.

#### Chairpersons - Nursing Assessment Committee

1. Carol Lynn Anderson  
16151 Old Simcoe Rd.,  
Port Perry, ON L9L 1P2  
Tel: 905-982-1366  
E-mail: carola@bell.net
  2. Judy Peterson  
5 Pod's Lane  
Oro-Medonte ON L0L 2L0  
Tel: 705-835-6569
- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

9.02 During the term of this Agreement, the parties shall meet as necessary to review and amend by agreement the list of chairpersons of Professional Responsibility Assessment Committee.

9.03 The assignment of patient care duties, including the delegation or direction of duties by members of the bargaining unit to other health care providers shall be in accordance with the *Regulated Health Professionals Act (R.H.P.A.)* and related statutes and regulations and in accordance with the guidelines established by the College of Nurses of Ontario.

9.04 The Home will notify the nurse when it reports him/her to the College of Nurses of Ontario, and refer them to the Union as a resource.

## **ARTICLE 10 - ORIENTATION AND IN-SERVICE PROGRAM**

- 10.01 The Home recognizes the need for a Home Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Home and the nurses involved.
- 10.02 Before assigning a newly hired nurse in charge of the nursing units, the Home will first provide at least five (5) tours of orientation at the Home. It is understood that such nurse may be assigned to any tour as part of her orientation program providing such assignment is in accordance with any scheduling regulations or objectives.
- 10.03 Nurses recalled from layoff under Article 13.01 (a), and nurses whose probationary period has been extended under Article 12.01, may be provided any orientation determined necessary by the Home. A request by such a nurse for orientation shall not be unreasonably denied.
- 10.04 Both the Home and the Association recognize their joint responsibility and commitment to provide, and participate in, in-service education. The Association supports the principle of its members' responsibility for their own professional development and the Home will endeavour to provide programs related to the requirements of the Home. Available programs will be publicized.
- 10.05 The delegation of Added Nursing Skills and Sanctioned Medical Acts (Special Procedures) to nurses shall be in accordance with guidelines established by the College of Nurses and any approved Home policy related thereto.
- 10.06 The Home will endeavour to schedule mandatory in-service programs during a nurse's regular working hours. When a nurse is on duty and authorized to attend any in-service program within the Home and during her regularly scheduled working hours, she shall suffer no loss in regular pay. When a nurse is required by the Home to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.
- Where the Home requires e-learning, it will make reasonable efforts to enable e-learning requirements during a nurse's regular working hours. Where a nurse is required to complete e-learning outside his/her regular working hours, the Home will identify in advance the time that will be paid at her/his regular straight time hourly rate of pay.
- 10.07 Nurses may be required, as part of their regular duties, to supervise the activities of students and will be informed in writing of their responsibilities in relation to these students.
- Any information that is provided to the Home by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students.
- 10.08 The Home undertakes to notify the Association in advance, as far as practicable, of any technological changes which the Home has decided to introduce which will significantly change the status of the nurse within the bargaining unit.

The Home agrees to discuss with the Association the effect of such technological changes on the employment status of the nurses and to consider practical ways and means of minimizing the adverse effect, if any, on the nurses concerned.

Nurses who are subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 13 will apply.

10.09 Where computers and/or new computer technology (i.e. computer charting) are introduced into the workplace that nurses are required to utilize those computers in the course of their duties, the Home agrees that necessary computer training will be provided at no cost to the nurses involved.

10.10 A full-time *or regular part-time* nurse shall be entitled to leave of absence *without loss of earnings* from her or his regularly scheduled working hours, for a period not to exceed one (1) day, for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario. The nurse shall suffer no loss of seniority as a result of such leave of absence.

The period of the leave may include the night shift prior to, or any scheduled shifts commencing on, the day of the examination.

Part-time nurses who were pre-scheduled to work will be credited with the seniority and service for all such hours that would otherwise have been worked as provided above for the purpose of writing such exams.

## **ARTICLE 11 - ACCESS TO FILES**

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

11.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the nurse's record has been discipline free for twelve (12) months.

11.03 The Peer Feedback Process of the Quality Assurance Program Required by the College of Nurses of Ontario

The above referenced Peer Feedback is confidential information which the nurse is expected to obtain, by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program.

## **ARTICLE 12 – SENIORITY**

### 12.01 Probationary Period

- (a) Newly hired nurses shall be considered to be on probation for a period of seventy (70) tours worked from date of last hire (560 hours of work for part-time nurses and those whose regular hours of work are other than the standard work day). If retained after the probationary period, the nurse shall be credited with seniority from date of last hire. With the written consent of the Home, the probationary nurse, and the President of the Local Association or her designate, such probationary period may be extended. Where the Home requests an extension of the probationary period it will provide notice to the Association at least seven (7) 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, (480 hours of work for part-time nurses and those whose regular hours of work are other than the standard work day) and, where requested, the Home will advise the nurse and the Association of the basis for such extension.
- (b) A nurse who transfers from casual or regular part-time to full-time status shall not be required to serve a probationary period where such nurse has previously completed one since her or his date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for nurses who regular hours of work are other than the standard work day) during the nine (9) months immediately preceding the transfer shall be credited towards the probationary period.
- (c) A nurse who transfers from casual to part-time or full-time to regular part-time status shall not be required to serve a probationary period where such nurse has previously completed one since her or his date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) during the nine (9) months immediately preceding the transfer shall be credited towards the probationary period.

### 12.02 Seniority List

A seniority list shall be established for all full-time and part-time nurses covered by this Agreement who have completed their probationary period. Seniority on such list will be expressed in terms of total hours paid. Vacation hours paid will be included in the calculation of seniority. For information purposes only, the names of all full-time and part-time probationary nurses shall be included in the seniority lists. A copy of the current seniority lists will be filed with the President of the Local Association or her designate in January and July. A copy of the seniority list shall also be posted at the same time.

- 12.03 If a nurse's absence without pay from the Home including absences under Article 14, Leaves of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during

the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the period of leaves in excess of thirty (30) continuous calendar days to ensure her continuing coverage. Notwithstanding this provision, seniority shall accrue if a nurse's absence is due to disability resulting in W.S.I.B. benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance. In circumstances where a full-time nurse is on an unpaid leave of absence in excess of thirty (30) calendar days and voluntarily works occasional tour(s) during the leave period, the nurse shall be deemed to have continued on unpaid leave. A nurse who accepts such occasional tours will accrue seniority for such tours worked but not service or other credits.

Notwithstanding this provision, seniority and service will accrue and the Home 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 14.07 and for a period of up to sixty-one (61) weeks while a nurse is on parental leave under Article 14.08. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to sixty-three (63) weeks while such nurse is on a parental leave under Article 14.08.

The accrual of seniority and service for nurses on pregnancy and parental leave, and other leaves under the *Employment Standards Act* applies to both full-time and part-time nurses.

Seniority for part-time employees shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days. Where twenty-six (26) qualifying weeks do not exist, then seniority will be calculated on the basis of actual number of qualifying weeks.

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

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

- (a) leaves of her own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four (24) months;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Home of such absence and providing a reason satisfactory to the Home;
- (e) fails to return to work (subject to the provisions of 12.04 (d)) upon termination of an authorized leave of absence without satisfactory reason



or utilizes a leave of absence for purposes other than that for which the leave was granted;

- (f) fails, upon being notified of a recall, to signify her intention to return within twenty (20) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Home and fails to return 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.
- (g) refuses to continue to work or return to work during an emergency which severely affects the Home's ability to provide adequate patient care, unless a satisfactory reason is given to the Home.
- (h) is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced and there is no reasonable likelihood the employee will return to work within the foreseeable future.

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

## 12.05

### Job Posting

#### (a) Permanent Vacancy

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Home, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days.

Where the skill, ability, experience and qualifications are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. 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 promoted, the Home will attempt, during the first sixty (60) tours from the date on which the nurse was first assigned to the vacancy, to return her former job and the filling of subsequent vacancies will likewise be reversed.

#### (b) Request for Transfer

A nurse may make a written request for transfer by advising the Home and filing a Request for Transfer form indicating her name, qualifications, experience, present area of assignment, seniority date and requested area of assignment. A transfer shall be defined as a move within a classification within the same salary grid. A request for Transfer shall become active as of the date it is received by the Home and shall remain so until December 31 following. Such request will be considered as an application for a posted

vacancy in a position for which a transfer has been requested. A list of the vacancies filled under this Article in the preceding month along with the successful applicants shall be provided to the Association.

(c) Temporary Vacancies

Vacancies which are not expected to exceed 60 calendar days and vacancies caused due to illness, accident, leaves of absence (including maternity) may be filled at the discretion of the Home. In filling such vacancies, consideration shall be given to part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question. It is understood, however, that where such vacancies occur on short notice, failure to offer to part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.

Part-time nurses who fill temporary full-time vacancies will be considered regular part-time and covered by the terms of the agreement that apply to part-time. Full-time nurses may also be considered to fill temporary full-time vacancies.

- (d) The Home shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.
- (e) It is agreed that the job posting provisions shall apply prior to the exercise of recall rights by any laid off nurse and notwithstanding the existence of any notices of layoff.
- (f) The name of the successful applicant will be posted by the Home. A nurse selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her selection.
- (g) Where a BSc.N. is included as a desirable qualification, the initial competition shall also include seniority. Notwithstanding the level of entry to practice (baccalaureate degree in nursing) which will become effective in 2005, the Home will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

12.06

Transfers

- (a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than three (3) months, or is seconded to teach for an academic year, shall not suffer any loss of seniority, service or benefits.

A nurse who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year, shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining

unit, she or he shall be credited with seniority held at the time of the transfer and resume accumulation from the date of return to the bargaining unit.

A nurse 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.

- (b) In the event that a nurse is transferred to a position outside the bargaining unit, for a period in excess of twenty-four (24) months, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Employer will advise the Union of the names of any employees performing the duties of positions outside of the bargaining unit pursuant to Article 12.06, the date the assignment commenced, the area of assignment and the duration of such assignments.
- (e) An employee who accepts a transfer under Article 12.06 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

### **ARTICLE 13 - LAY-OFF AND RECALL**

- 13.01 (a) A layoff of nurses shall be made on the basis of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off.

Nurses shall be recalled in the order of seniority, unless otherwise agreed between the Home and Local Association, provided such nurses are qualified to perform the available work.

- (b) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Association.
- (c) All part-time and full-time nurses represented by the Association who are on layoff will be given a job opportunity in the full-time and part-time categories before any new nurse is hired into either category.

13.02 In the event of a proposed layoff at the Home of a permanent or long term nature, the Home will:

- (a) provide the Local Association with no less than three (3) months notice of such layoff and the affected nurse(s) will be given notice in accordance with the Employment Standards Act, or pay in lieu thereof;

- (b) meet with the Local Association to review the following:
- i) the reasons causing the layoff;
  - ii) the service which the Home will undertake after the layoff;
  - iii) the method of implementation including the areas of cutback and the nurses to be laid off.

Any agreement between the Home and the Local Association resulting from the review above concerning the method of implementation will take precedence over the terms of this Article. Notice of layoff shall be in accordance with the provisions of the Employment Standards Act.

- 13.03 An employee, upon long-term layoff, may at her or his own expense, and except for short and long-term sickness and income protection, continue benefit coverage for a period of twelve (12) months following the layoff by arranging to pay the full premiums, in advance, on a quarterly basis.

## **ARTICLE 14 - LEAVES OF ABSENCE**

### 14.01 Personal Leave

Written requests for a personal leave of absence without pay will be considered on an individual basis by the Director of Resident Services or her designee. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

### 14.02 Leave for Association Business

Upon receipt of at least two (2) weeks written notice to the Director of Resident Services or designee, the Home agrees to grant leaves of absence, without pay, to not more than one (1) nurse at any one time selected by the Association to attend Association business including conferences and conventions to an aggregate of thirty (30) days during the calendar year. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Home and the Local Association agrees to reimburse the Home in the amount of the full cost of such salary and applicable benefits. Part-time nurses will receive seniority credits, calculated on the basis of what hours would otherwise have been worked, for all leaves granted under this article.

### 14.03 Association Leave - Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted, upon request, such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice - sufficient to adequately allow the Home to minimize disruption of its services - shall be given to the Home for such leave of absence. Notwithstanding Article 12.04, 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

Association leave provided in Article 14.02 above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Home and the Association agrees to reimburse the Home in the amount of the full cost of such salary and applicable benefits.

14.04 Association Leave - President, O.N.A.

Upon application in writing by the Association on behalf of the nurse to the Home, a leave of absence shall be granted to such nurse elected to the office of the President of the Ontario Nurses' Association. Notwithstanding Article 12.04, there shall be no loss of service or seniority during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Home and the Association agrees to reimburse the Home in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Home of her intention to return to work at least three (3) months prior to the date of such return.

14.05 ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the posting of the schedule during which she or he will return to work. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

14.06 Bereavement Leave

A nurse who notifies the Home as soon as possible following a bereavement shall be granted bereavement leave on the following basis;

Five (5) consecutive working days off, without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of her spouse or child. Spouse, for the purposes of bereavement leave, shall mean a nurse's current spouse at the time of death and will include a partner of the same sex.

Up to four (4) consecutive scheduled working days off, without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means parent, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or grandchild. In-laws, where referred to in "immediate family", shall mean any of the applicable designations arising only from the nurse's current spousal relationship at time of death.

Notwithstanding the above, nurses who provide verification that the ceremonies will be conducted on separate occasions in order to accommodate religious and

cultural diversity, will be granted flexibility to distribute their bereavement over two (2) occasions, but not to exceed the respective entitlements laid out above.

A nurse shall be granted one (1) day without loss of pay to attend the funeral of her aunt, uncle, niece or nephew.

Where a nurse does not qualify under the above noted conditions, the Home may nonetheless grant a paid bereavement leave. The Home, in its discretion, may extend such leave with or without pay particularly where extensive travel is required.

Part-time nurses will receive seniority credits, calculated on the basis of hours that were scheduled, for all leaves granted under this article.

#### 14.07

#### Jury and Witness Duty

If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest or is required by subpoena to appear as a witness before the College of Nurses of Ontario in connection with a case arising from the nurse's duties at the Home, the nurse shall not lose regular pay for scheduled shifts because of such attendance provided that the nurse:

- (a) notifies the Home immediately on the nurse's notification that she will be required to attend court;
- (b) presents proof of service requiring the nurse'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.

Where a nurse is scheduled to work on a night shift prior to a day of jury duty, the Home will attempt to reschedule the nurse's shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay to that nurse.

Where the Home is unable to reschedule the nurse and, as a result, she is required to attend jury duty during other than her regularly scheduled paid hours, she shall be paid for all hours actually spent at such hearing at her straight time hourly rate subject to (a), (b), and (c) above.

Where a nurse is required by the Home to attend any meetings with the Home's counsel in preparation for a case or legal proceedings which either arises from a nurse's employment with the Home or otherwise involves the Home, the Home will make every reasonable effort to schedule such meetings at the Home during the nurse's regularly scheduled hours of work. If the nurse is required to attend such meetings outside of her regularly scheduled hours, the nurse shall be paid for all hours spent at such meetings at her or his straight time hourly rate of pay.

Part-time nurses will be credited with the seniority and service for all such hours paid as provided above while in attendance at such meetings.

14.08 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. Such leave may be extended for a period of up to twelve (12) months.
- (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 position.
- (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) towards the probationary period provided in Article 12.01 to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) The Home may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) 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 the relevant Section(s) of the Employment Insurance Act 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. Bi-weekly payment shall commence following completion of the 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 normal weekly hours for a part-time nurse shall be

calculated by using the same time period used for calculation of the Employment Insurance benefit.

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

## 14.09

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 14.08 is eligible to be granted a parental leave of up to sixty-one (61) 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 sixty-three (63) 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 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 a grievance or arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 12.01 to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

The Home will outline to the 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 pregnancy benefits pursuant to the relevant Section(s) of the Employment Insurance Act 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. Bi-weekly payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she's in receipt of Employment Insurance pregnancy 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 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 by using the same time period used for calculation of the Employment Insurance benefit.

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

#### 14.10 Educational Leave

- (a) Leave of absence, without pay, for the purposes of further education directly related to the nurse's employment with the Home may be granted on written application by the nurse to the Director of Resident Services or her designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or part-time nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing/taking any examinations required in any recognized course in which nurses are enrolled to enhance their nursing qualifications.

For greater clarity, the period of the leave shall include the night shift prior to and any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

The nurse agrees to notify the immediate manager of the date of the examination as soon as possible after she or he has become aware of the date of the exam.

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the nurses employment at the Home may be granted at the discretion of the Home upon written application by the nurse to the Director of Resident Services or her designate.
- (d) Nurses may submit proposals for education and/or research projects that will contribute to the quality of care of the Home. The Home will permit nurses to schedule up to three days paid time per year to pursue projects approved by the Home.
- (e) Regular part-time nurses will be credited with the seniority and service for all hours that are approved and paid under (c) above.

14.11 Professional Leave

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

14.12 Pre-Paid Leave Plan

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

- (a) The plan is available to nurses wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Director of Resident Services at least six (6) months prior to the intended commencement date of the program, i.e. the salary deferral portion, stating the intended purpose of the leave.
- (c) Only one nurse may be absent at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Association and the Home.
- (d) Written applications will be reviewed by the Director of Resident Services or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the Plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Home.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Home and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Ontario Municipal Employee Retirement Plan will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave. Note: Last 3 sentences of (h) not applicable to part-time.

- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given the Director of Resident Services. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Home plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Home will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Home is unable to find a suitable replacement, it may postpone the leave. The Home will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Home in order to authorize the Home to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 14.11 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.

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

14.13 Domestic or Sexual Violence Leave will be granted in accordance with the Employment Standard Act.

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

(b) A nurse who is on Family Medical Leave shall continue to accumulate seniority and service and the Home will continue to pay its share of the premiums, if any, of the subsidized employee benefits, including pension, in which the nurse is participating during the leave.

(c) Subject to any changes in a nurse's status which would have occurred had he or she not been on Family Medical Leave, the nurse shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

## **ARTICLE 15 - SICK LEAVE**

### 15.01 Short Term - Long Term Disability Plan

A sick leave plan consisting of two periods of benefit, the sick pay benefit and the long term disability benefit. These cover the periods before and after the payment of disability benefits by the Employment Insurance Commission.

For the purposes of the sick pay benefit and the long term disability benefit, the following interpretations apply:

- (a) "Earnings" means the rate of regular remuneration for regular employment excluding shift premium, overtime pay, or other bonuses.
- (b) "Total disability" and "totally disabled" mean, during the first 104 weeks a nurse is absent from work, unable to perform the regular duties pertaining to her occupation due to injury or illness and that she is not engaged in any gainful occupation. After 104 weeks, the nurse must be unable, due to injury or illness, to engage in any gainful occupation for which she is, or may become, fitted through training, education or experience.

### 15.02 Short Term Sick Leave Plan

#### (a) Sick Pay Benefit

The effective date the sick pay benefit will be the day the nurse has completed 3 months of service. When a nurse becomes totally disabled from illness or injury, excluding compensable accidents such as those covered by Workers' Compensation, she will receive sick pay benefit which will be paid by one of the following:

- The Home
- Insurance Carrier
- Combination of Both.

It is understood that the Home will be responsible for payment of all premiums under this section.

#### (b) Amount of Sick Pay

The amount of sick pay received will be determined by the length of service up to the first day of absence according to the following service schedule:

at least 3 months	-	66 2/3% of earnings
at least 1 year	-	70% of earnings
at least 2 years	-	80% of earnings
at least 3 years	-	90% of earnings
at least 4 years	-	100% of earnings

Note: Length of service will be the length of continuous employment with the Home. In the case of a part-time nurse transferring to full-time, service will be calculated on the basis of 1600 hours worked shall equal one (1) year.

(c) Duration of Benefits

Benefits are payable for up to 15 weeks (75 working days) based on a normal 5-day work week.

(d) Recurrence of Disability

When a nurse returns from an absence due to a total disability and works for 3 continuous weeks, her benefit period of 15 weeks is reinstated in full. However, if she is disabled within 3 weeks following her return to work from the same or a related cause, the remainder of the 15-week benefit period will apply.

No sick benefits is payable for the first sixteen (16) hours of absence for the sixth (6<sup>th</sup>) and subsequent periods of absence in the same calendar year.

(e) Proof of Disability

(i) Proof of total disability satisfactory to the Home such as a doctor's certificate, is required if a nurse is absent for 3 days or more, and is subject to a periodic review thereafter. However, such proof may be required at any time in order for a nurse to qualify for benefits.

(ii) If the Employer requires the employee to obtain a medical certificate, other than as stated in (e) (i) above, the Employer shall pay the full cost of obtaining the certificate. A medical certificate will include a certificate from a nurse practitioner and/or midwife in the context of the employee's pregnancy.

(f) Employment Insurance Benefits

Sick pay coverage from the 16<sup>th</sup> to 30<sup>th</sup> week of total disability is provided by the Employment Insurance Illness Benefit available through the local E.I.C. office.

(g) A nurse absent from work due to illness or injury where such absence is three (3) days or more is required to keep the Home informed of her status on a current basis. The nurse shall contact the Home as necessary to ensure that the Home is being kept current.

(h) If the sick leave provisions of this agreement qualify for an E.I. premium reduction, the nurse's share of the premium reduction will be retained by the Home towards offsetting the cost of benefits contained in this Agreement.

## 15.03

Long Term Disability Benefit

(a) The effective date of a nurse's Long Term Disability coverage will be the day she has completed six months of service. Provided a nurse has completed six (6) months of service, the amount of long term disability will

be as follows:

1-9 years of service	-	60% of regular pay
10-19 years of service	-	65% of regular pay
20-29 years of service	-	70% of regular pay
30 or over years of service	-	75% of regular pay

This benefit will be reduced by benefits receivable from

- i) the Home in the form of earnings, and
- ii) any plan toward which the Home contributes, such as the Home's Pension Plan, and
- iii) any government plan such as Workplace Safety and Insurance Board and Canada/Quebec Pension Plan, and Old Age Security (at age 65 where applicable).

(b) Duration of Benefits

Long Term Disability Benefits are payable if a nurse becomes disabled while she is insured and remains totally disabled for 30 weeks.

These benefits are payable until:

- i) The earlier of the date the nurse ceases to be totally disabled, or her 65th birthday, if, on the date of disability, she is either under age 45, or has less than 10 years of continuous service with her Home.

If the nurse qualifies for the Long Term Disability Benefit after she reaches age 64 and before age 65, benefits will be payable for a maximum of 12 months.

- ii) The date the nurse ceases to be totally disabled, if, on the date of disability, she is 45 years of age or over and has completed at least 10 years of service with the Home. At age 65, the payments will be reduced by an amount equal to the full benefits which are in effect at that time provided by

- (a) OMERS
- (b) the Canada/Quebec Pension Plan retirement benefit, and
- (c) the Old Age Security benefit.

(c) Recurrence of Disability

If a nurse recovers and returns to full-time work, but within 6 months the same disability recurs, Long Term Disability benefit payments will resume immediately. However, if she has worked for more than 6 months or if she is disabled from an unrelated cause, the disability will be considered a new disability.

The Home agrees to contribute 75% of the total premium for the Long Term Disability Benefit.

- 15.05 Absences due to pregnancy-related illness shall be considered sick leave under the sick leave plan.
- 15.06 Where the Home identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.
- 15.07 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Board benefit for a period longer than one complete pay period, may apply to the Home for payment equivalent to the lesser of the benefit she would receive from the Workplace Safety and Insurance Board if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan. Payment will be provided only if the nurse provides evidence of disability satisfactory to the Home and a written undertaking satisfactory to the Home that any payments will be refunded to the Home following final determination of the claim by The Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Board benefit is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.
- 15.08 Benefits While on Sick Leave/Long Term Disability
- The Home agrees to continue its share of the premiums for Health and Welfare Benefits under Articles 15.02, 15.03 and Article 20, as applicable, while a nurse is on sick leave (including the Employment Insurance Period) or on Long Term Disability to a maximum of 30 months from the time the absence commenced.
- 15.09 Long Term Disability
- Regular part-time nurses who normally work more than 24 hours per week may enrol in the long term disability benefit as described in Article 15.03. The effective date of the nurse's long term disability coverage will be the day she has completed her probationary period or after six month's service whichever is greater. The amount of long term disability benefit will be as provided in 15.03 except that "regular pay" will be calculated based on average weekly hours worked in the preceding six months
- The full cost of premiums for Long Term Disability Benefit will be the responsibility of the nurse through payroll deduction.
- 15.10 Attendance Management
- Days of absence arising out of medically-established serious chronic condition, an ongoing course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Employer or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance

management program. Leaves covered under the *Employment Standards Act, 2000* and leaves under Article 14 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

## **ARTICLE 16 - HOURS OF WORK**

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

- (a) The regular work week for all full-time nurses shall be an average of forty (40) hours per week inclusive of a one-half ( $\frac{1}{2}$ ) hour paid lunch period daily, but not to exceed eighty (80) hours in a two (2) week period.
- (b) The normal daily tour shall be eight (8) consecutive hours in any twenty-four (24) hour period inclusive of a one-half ( $\frac{1}{2}$ ) hour paid lunch period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour for a period of up to fifteen (15) minutes duration.
- (c) Nurses shall be entitled, subject to the exigencies of Resident Care, to a rest period of fifteen (15) minutes duration each half tour.

16.02 **Scheduling Regulations**

- (a) Schedules will be posted four (4) weeks in advance for a six (6) week period. Requests for days off will be submitted two (2) weeks prior to posting.
- (b) Requests for a change of scheduled working hours must be submitted in writing and co-signed by the nurse willing to exchange tours. The request for such a change shall be subject to approval by the Director of Resident Services or her designate and shall not be unreasonably withheld.

There shall be no unreasonable limitations on the number of nurses involved in a shift exchange or the time frame that the changes are to be completed.

- (c) A full-time nurse will not be required to change tours of duty more than once during a work week.
- (d) No less than two (2) consecutive tours off (16 hours) between change of shifts shall be scheduled.
- (e) These scheduling regulations may be waived between December 15th and January 15th so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. Christmas Eve, Christmas Day, Boxing Day or New Year's Eve and New Year's Day will be included in the five (5) days off. When possible, the Home will attempt to schedule up to



seven (7) days off at Christmas or New Year's. Nurses will alternate having time off at Christmas and/or New Year's each year.

- (f)
  - i) Nurses will be provided with at least one weekend off in two.
  - ii) full-time nurse will receive time and one-half for all hours worked on a second consecutive and subsequent weekend save and except where:
    - A) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
    - B) such nurse has requested weekend work; or
    - C) such weekend is worked as a result of an exchange of shifts with another nurse.
  - iii) A part-time nurse will receive time and one-half for all hours worked on a third consecutive and subsequent weekend save and except where:
    - A) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
    - B) such nurse has requested weekend work; or
    - C) such weekend is worked as a result of an exchange of shifts with another nurse.
  - iv) Definition of a Weekend  
 It is understood that a weekend consists of at least sixty-four (64) consecutive hours off work beginning with the end of the last tour on Friday and the start of the first tour on Monday unless otherwise mutually agreed.
- (g) Except in cases where Head Nurses may be scheduled to work regularly on the day shift, full-time nurses shall be required to rotate between two (2) shifts, e.g. days/evenings or days/nights or, evenings/nights, unless mutually agreed otherwise between the nurse and her supervisor. Individual preferences shall be considered, it being understood that nurses who request a change to an established rotation on short notice will not be eligible for premium pay if such change is implemented.
- (h) For full-time nurses, forty-eight (48) hours shall be scheduled off following the night tour unless otherwise mutually agreed.
- (i) Nurses shall not be scheduled to work more than seven (7) consecutive tours. A nurse will receive one and one-half (1-½) times her regular straight time hourly rate for all tours worked on an eighth (8th) consecutive and subsequent tours.

16.03 Part-time Commitment

- (a) will be available six (6) tours per pay period on the posted schedule.
- (b) available five (5) days at either Christmas or New Year's.
- (c) The Home will endeavour to continue the practice of scheduling every second weekend off, but of necessity the Home may request a nurse to be available to work two weekends in four.
- (d) Requests for time off in July or August and for time off at Christmas or New Year's will be granted on the basis of seniority.
- (e)
  - i) The Home agrees to schedule regular part-time nurses by seniority according to their commitment on the posted schedule.
  - ii) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time nurses provided that no nurse will exceed her commitment as a result of being offered such extra tours where there are regular part-time nurses who have not been offered their commitment of shifts. An extra tour will be deemed offered when a call is placed by the Home.
  - iii) Where all regular part-time nurses have been given the opportunity to work up to their committed tours, extra tours will then be offered to regular part-time nurses on the basis of seniority.
  - iv) If the regular part-time nurses are not able to do the available tours, the tours can then be offered to casual part-time nurses on the basis of equal distribution.

Scheduling for Overtime Shifts

The parties agree that the scheduling for overtime shifts under Article 16.03 (e) will be as follows:

- (a) Part-time nurses by seniority at regular wage up to commitment (six (6) shifts/pay).
- (b) Part-time by seniority at regular wage up to eighty (80) hours pay.
- (c) Casual at regular wage by equal distribution up to eighty (80) hours pay.
- (d) Part-time by seniority at premium wage.
- (e) Full-time by seniority at regular wage (i.e. between 64-80 hours pay).
- (f) Full-time by seniority at premium wage.
- (g) Casual at premium wage.

## **ARTICLE 17 - PREMIUM PAYMENT**

17.01 If a nurse is authorized to work in excess of the hours referred to in Article 16.01, and 16.02, she shall receive overtime premium of one and one-half (1 ½) times her regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her normal daily tour.

If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 16.01 nor there any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For the purposes of clarity, a nurse who is required to work on her scheduled day off shall receive overtime premium of one and one-half (1½) times her regular straight time hourly rate.

17.02 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 a nurse or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two nurses.

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

17.04 (a) A nurse who reports for work as scheduled, unless otherwise notified by the Home, shall receive either a minimum of four (4) hours pay or the amount of hours scheduled, whichever is the lesser, at regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the Home which she is capable of doing, if her regular duties are not available.

(b) A nurse who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, and shall be provided at the time of the meal period with a hot meal or six dollars (\$6.00) if the Home is unable to provide the hot meal. Other nurses required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a ½ hour paid meal period and shall be provided with a hot meal or six (\$6.00) dollars, if the Home is unable to provide the hot meal.

17.05 (a) Shift Premiums

i) Evening Premium

A nurse shall be paid a shift premium two dollars and twenty-five cents (\$2.25) per hour for each hour worked which falls within the

hours defined as an evening shift. This shift premium is not paid for the half hour paid meal period.

ii) Night Premium

A nurse shall be paid a shift premium two dollars and sixty-five cents (\$2.65) for each hour worked which falls within the hours defined as a night shift. The shift premium is not paid for the half hour paid meal period.

iii) Shift premiums will not form part of the nurse's straight time hourly rate.

iv) For purposes of this provision, the night shift and the evening shift each consist of eight (8) hours.

(b) Weekend Premium

A nurse shall be paid a weekend premium two dollars and eighty cents (\$2.80) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. If a nurse is receiving premium pay under Article 16.02 (f) with respect to consecutive weekends worked, she will not receive weekend premium under this provision. This shift premium is not paid for the half hour paid meal period.

17.06

(a) Call In

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

(b) Stand-by

A nurse who is required to remain available for duty on standby outside her regularly scheduled working hours shall receive stand-by pay in the amount of three dollars and forty-five cents (\$3.45) per hour for the period of stand-by scheduled by the Home. Where such standby falls on a paid holiday, the nurse shall receive standby pay in the amount of five dollars and five cents (\$5.05) per hour. Stand-by pay shall, however, cease where the nurse is called in to work under Article 17.06 (a) above and works during the period of stand-by.

17.07

Nurse-in-Charge

Whenever a nurse is assigned overall responsibility for patient care in the facility, for a tour of duty, she shall be paid a premium of two dollars (\$2.00) per hour in

addition to her regular salary and applicable premium allowance. This shift premium is not paid for the half hour paid meal break.

17.08 It shall be the responsibility of the nurse to consult posted work schedules. The Home will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse. Where less than forty-eight (48) hours' notice is given to the full-time nurse and less than twenty-four (24) hours' notice is given to the part-time nurse, time and one-half of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of the nurse's new schedule.

17.09 Relieving the Director of Resident Services

The Home will assign a nurse to temporarily assume the responsibilities of Director of Resident Services each time the Director of Resident Services or designate is absent for a full tour when she would normally be on duty and she shall receive an allowance of one dollar and fifty cents (\$1.50) per hour in addition to her regular rate of pay per hour so worked. This shift premium is not paid for the half hour paid meal period.

17.10 Nurses will be allowed to bank approved overtime and any time at meetings scheduled by the Home outside of regular scheduled work hours. Such time will be taken by mutual agreement between the nurse and the D.R.S or her designate within ninety (90) days. It is agreed that outstanding accumulations will be retired at April 30 in each year.

**ARTICLE 18 - PAID HOLIDAYS**

18.01 Full-time nurses shall receive, subject to 18.02, the following holidays:

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

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

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Home;
- (c) the nurse's regular scheduled day off;
- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday. A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day. A nurse receiving Workplace Safety and

Insurance Board Benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workplace Safety and Insurance Board Benefits and the holiday pay.

- 18.03 Holiday pay will be computed on the basis of the nurse's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 16.01.
- 18.04 Subject to Article 18.02:
- (a) Where a holiday falls during a nurse's scheduled vacation period, her vacation shall be extended by one (1) day unless the nurse and the Home agrees to schedule a different day off with pay.
  - (b) Where a holiday falls on a nurse's scheduled day off an additional day off with pay will be scheduled.
- 18.05 A full-time nurse required to work on any of the foregoing holidays shall be paid at the rate of time and one-half her regular straight time rate of pay for all hours worked on such holiday subject to Article 17.03. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 16.01.
- 18.06 Lieu days shall be granted within ninety (90) days after the date on which the holiday was observed on a day mutually agreed between the nurse and her D.R.S. or designee. If such day off is not taken during the ninety (90) day period mentioned above, payment shall be made in accordance with Article 18.03 above.
- 18.07 If a regular or casual part-time nurse works on any of the holidays listed in Article 18.01, she shall be paid at the rate of time and one-half (1 ½) her regular straight time hourly rate for all hours worked on such holiday, subject to Article 17.03.
- 18.08 When possible it is also understood that a nurse required to work a paid holiday attached to a weekend will also be scheduled to work the weekend and when possible, a nurse scheduled to be off on a paid holiday attached to a weekend will also be scheduled off duty for such weekend unless such scheduling, in either circumstances, violates the Collective Agreement.

## **ARTICLE 19 – VACATIONS**

- 19.01 All full-time nurses shall receive vacations with pay based on length of full-time continuous service as follows:
- (a) Nurses who have completed less than one (1) year of full-time continuous service (as of the date for determining vacation entitlement in the Home) shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of 6% of gross earnings.
  - (b) Nurses who have completed one (1) or more years of full-time continuous service (as of the date for determining vacation entitlement in the Home)

shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay.

- (c) Nurses who have completed three (3) or more years of full-time continuous service (as of the date for determining vacation entitlement in the Home) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay.
- (d) Nurses who have completed eleven (11) years or more of full-time continuous service (as of the date for determining vacation entitlement in the Home) shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay.
- (e) Effective January 1, 2017, nurses who have completed twenty years or more of full-time continuous service shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay.
- (f) Nurses who have completed twenty-five (25) years or more of full-time continuous service shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks' pay.

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

- 19.03
- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
  - (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a Hospital, the period of such Hospitalization shall be considered sick leave.
  - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
  - (d) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 14.05.
  - (e) The portion of the nurse's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

19.04 For the purpose of vacation entitlement, service for those nurses whose status is changed, from part-time to full-time, shall mean the combined service as a part-time and full-time nurse employed by the Home and accumulated on a continuous basis. For the purpose of this Article, 1600 hours of part-time service shall equal one (1) year of full-time service.

- 19.05 (a) The vacation entitlement year upon which calculations are based runs from January 1st to December 31st.
- (b) It is understood and agreed that the Home will give preference to senior nurses as to the scheduling of their vacation if they have their vacation request in before April 1st, but of necessity, the Home must reserve the final decision as to the scheduling of vacations.
- Vacation requests for the Christmas period will be considered only after all nurses have been given their required holiday time off under article 16.02 (e).
- (c) The weekend prior to or the weekend following a nurse's vacation shall be scheduled as a weekend off.
- (d) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report following vacation.

19.06 All part-time nurses shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time nurses, of their gross earnings in the preceding year, on the following basis.

- 3 week entitlement - 6%
- 4 week entitlement - 8%
- 5 week entitlement - 10%
- 6 week entitlement - 12%
- 7 week entitlement – 14%

Equivalent years of service, calculated pursuant to the provisions of Article 19.04, shall be used to determine vacation entitlement.

Vacation pay for nurses calculated on current earnings will be paid to each nurse on the pay date immediately preceding her vacation if requested. Such a request must be made in writing at least two (2) weeks before the pay date in question.

## **ARTICLE 20 - WELFARE BENEFITS**

- 20.01 (a) Unless a full-time nurse is entitled to exemption from coverage, the Home agrees to contribute towards the premiums for the coverage under the insurance plans, as outlined below, on behalf of participating eligible nurses, in the active employ of the Home, subject to the respective terms and conditions of such plans, including any enrolment requirements and provided that the balance of monthly premiums are paid by each nurse through payroll deduction or as provided under Article 20.02:
- i) The Home agrees to pay 100% of the billed premium towards coverage of eligible nurses under the "MAXIMUM BENEFIT" Supplementary Semi-Private Plan or comparable coverage with another carrier.
  - ii) The Home agrees to pay 75% of the billed premium towards coverage of eligible nurses under the "MAXIMUM BENEFIT"



Comprehensive Extended Health Care Plan, or comparable coverage with another carrier, providing for:

- A) \$22.50 deductible (single coverage) and \$35.00 deductible (family coverage)
  - B) Coverage for only those drugs which legally require a prescription plus life sustaining over the counter drugs. Generic substitution of drugs shall apply unless otherwise prescribed by the attending physician/health care professional. Dispensing fees are limited to a total of \$10.00 and any additional dispensing charges shall be the responsibility of the nurse.
  - C) Dental coverage equivalent to the current MAXIMUM BENEFIT Routine recalls for persons over twelve (12) years of age are limited to one (1) per year.
  - D) Vision – Maximum \$450.00 with ability to use coverage for laser surgery plus one eye examination every twenty-four (24) months.
  - E) Hearing – Maximum hearing aids increased to \$700.00 per insured person per lifetime.
  - F) Extended Health Care benefits includes chiropractic, massage therapy and physiotherapy coverage (maximum of \$500/insured person annually for chiropractic, massage therapy and physiotherapy for each service).
  - G) Effective the month following ratification, coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) for a total of \$800 annually. Superior conditions maintained.
- (b) Part Time Nurses will have the option to determine if they want to participate in the welfare benefits currently available to them as indicated in Articles 15.09 (LTD), 20.01 (a) (Extended Health) and 20.05 (Life). If a Part Time Nurse does prescribe to the benefits, she will be subject to the conditions and payments described in the Collective Agreement and/or subject to the conditions of the carrier.

## 20.02

The Home shall continue to pay the premiums for Benefit Plans as outlined in Articles 15, 20.01 and 20.05 for full-time nurses on Paid Leaves of Absence or Workplace Safety and Insurance Board benefits.

The Home shall continue coverage under the benefit plans as outlined in Article 15, 20.01 and 20.05 for regular part-time nurses on paid leaves of absence or Workplace Safety and Insurance Board benefits, provided the nurses make arrangements for payment of the required premiums.

- 20.03
- (a) The Home shall provide each nurse with Information Booklets outlining all of the current provisions in the benefits plan defined in Article 20 and the Sick Leave/Long Term Disability plan defined in Article 15.
  - (b) The Home shall notify the Association of the name(s) of the carrier(s) which provide the benefit plans defined in Article 20 and the Sick Leave/LTD Plan defined in Article 15.
  - (c) The Home may substitute another carrier for any plan provided that the benefits conferred thereby are not decreased. The Home shall discuss with the Association any change in the carrier or underwriter for any plan at least sixty (60) days before implementing such plan. The Home will provide the Union with a summary outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans.

20.04 Pension Plans

- (a) The Pension Plan established under the Canada Pension Plan Act and the Ontario Municipal Employees Retirement System Act shall be adopted by the Association and the Home.
- (b) Semi-private insurance and extended health care benefits will be extended to active full time nurses from the age of 65 and up to the nurses 70<sup>th</sup> birthday, on the same cost share basis as applies to those nurses under the age of 65.

The Home will provide to all employees who are 55-56 years of age who retire (including disability retirements) on or after April 1, 2011 and have not yet reached age 65 and who are in receipt of the Home's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees as long as the retiree pays the Employer the full amount of the monthly premium in advance.

20.05 Group Life Insurance Plan

- (a) For full-time nurses the Home agrees to contribute one hundred percent (100%) of the employee premium cost for the Group Life Insurance Plan in the amount of double the nurse's annual salary.
- (b) Regular part-time nurses who normally work more than twenty-four (24) hours per week may enrol in the Group Life Insurance Plan in the amount as determined by the carrier's terms and conditions. Such nurses shall be responsible for the full cost of the monthly premiums for such coverage which shall be paid through payroll deduction.

20.06 Subject to the carrier's terms and conditions respecting the applicable benefits provided under this Article, coverage is available to full-time nurses eligible to participate in such plans and to their eligible same sex partners and eligible dependants.

**ARTICLE 21 - NEW CLASSIFICATIONS**

21.01 When a new classification, which is covered by the terms of this Collective

Agreement, is established by the Home, the Home shall determine the rate of pay for the new classification and notify the Local Association of the new classification and its rate of pay. If the Association challenges the rate of pay, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) calendar days after receipt of such notice from the Home, of the new occupational classification and rate. Any change mutually agreed upon resulting from such meeting shall be retroactive to the date that such notice of the new rate was given by the Home.

If the parties are unable to agree to the rate of pay, the matter may then be submitted to arbitration as provided for in this Agreement, provided application for arbitration is made within fifteen (15) calendar days of the said meeting. The decision of the Board of Arbitration (or Arbitrator, as the case may be) shall be based on the relationship established by comparison with other nursing classifications within the Home, having regard to the requirement of such classification.

## **ARTICLE 22 – GENERAL**

- 22.01 A copy of this Agreement will be provided to each nurse currently in the employ of the Home and each nurse that becomes employed in the future. The printing costs of copies of this Agreement will be shared equally by the Home and the Association.
- 22.02 Prior to effecting any changes in rules or policies which affect nurses covered by this Agreement, the Home will discuss the changes with the Association and provide copies to the Association.
- 22.03 It shall be the duty of each nurse to notify the Home promptly of any change in telephone number, address or of a temporary residence. If a nurse fails to do this, the Home will not be responsible for failure of a notice sent by Registered Mail to reach such a nurse.
- 22.04 The Home shall provide to the Association a bulletin board located in an area mutually agreed by the parties, so as to inform all nurses in the bargaining unit of the activities of the Association. It is agreed that no notices will be posted on the bulletin board without prior written or initial approval of the Administrator or his designee. Such approval shall not be unreasonably withheld.
- 22.05 Influenza Vaccine
- The parties agree that influenza vaccinations may be beneficial for residents and nurses. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:
- (a) Nurses shall, subject to the following, be required to be vaccinated for influenza.
  - (b) If the full cost of such medication is not covered by some other source, the Home will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during a nurse's working hours. In addition, nurses

will be provided with information, including risks and side effects, regarding the vaccine.

- (c) The Home recognizes that nurses have the right to refuse any required vaccination.
- (d) If a nurse refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the nurse is cleared to return to work. If a nurse is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If a nurse refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the nurse will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other nurses.
- (f) If a nurse gets sick as a result of the vaccination, and applies for WSIB, the Home will not oppose the claim.
- (g) Notwithstanding the above, the Home may offer the vaccine on a voluntary basis to nurses free of charge.
- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

22.06 Within fourteen (14) days of receipt of a written request from the nurse, the Home will provide the nurse with a letter detailing her or his employment date(s), period(s) of service and position(s) held at the Home.

### **ARTICLE 23 - COMPENSATION**

23.01 The salary rates in effect during the term of this Agreement shall be those set forth in Schedule "A" attached to and forming part of this Agreement.

23.02 A nurse in the employ of the Home who holds a Temporary or Provisional Certificate of Registration as a registered nurse and who obtains her or his Certificate of Registration shall be given the salary of the Registered Nurse as provided in this Article effective the date the nurse presents proof of obtaining her or his Certificate of Registration to the Director of Resident Care or his or her designate, or the date of last hire whichever is later.

23.03 A Registered Nurse is required to present to the Director of Resident Services or her designee before February 15th of each year her current Certificate of Competence. Such time shall be extended for satisfactory reasons. Failure to provide proof of certification by the above date (or extended date) shall result in the nurse being reverted to the salary status of a graduate nurse. Reinstatement to the status of Registered Nurse shall be effective the first pay period following the date of presentation of proof of certification as above.

#### 23.04 Recognition of Related Experience

A claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The nurse shall co-operate with the Home by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical 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.

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Home. The Home may also give effect to part-time nursing experience in special circumstances.

#### 23.05 Progression on the grid

- (a) Each full-time nurse will be advanced from her present level to the next level set out in the Salary Schedule, twelve (12) months after she was last advanced on her service review date. If a nurse's absence without pay from the Home exceeds thirty (30) continuous calendar days during each twelve (12) month period, her service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.
- (b) Part-time nurses shall advance to the next step of salary grid upon completion of each sixteen hundred (1600) paid hours.
- (c) A part-time nurse whose status is altered to full-time will assume her same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume her same level on the part-time grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of her last advancement.

#### 23.06 Retroactivity

Increases to the salary schedule shall be retroactive and apply to all employees in the bargaining unit as of March 31, 2018 on the basis of each hour paid to them from April 1, 2018 to the date the salary rates are increased. Such retroactive pay shall be paid out within 45 days of ratification.

### **ARTICLE 24 - TERM OF AGREEMENT**

24.01 This Agreement shall continue to be in effect until March 31, 2020. Unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

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

- 24.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within sixty (60) days after the giving of notice, if requested to do so.

### **ARTICLE 25 - PERCENTAGE IN LIEU OF BENEFITS**

- 25.01 (a) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all part-time nurses shall be those calculated in accordance with the following formula:
- Applicable straight time hourly rate + 13%
- (b) The hourly salary rates payable to a part-time nurse include compensation in lieu of all fringe benefits, including holiday pay, which are paid to full-time nurses but except those specifically provided to part-time nurses in this Agreement.
- (c) It is 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 the Home's Pension Plan (OMERS or another plan) when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).
- (d) 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% and 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payment.

### **ARTICLE 26 - JOB SHARING**

- 26.01 The parties agree to implement job sharing under the following provisions:
- (a) Employees or the Home may propose a job sharing scheme. Each request shall be considered on an individual basis and if agreed to by the Association and the Home, it shall be implemented.
- (b) Full-time employees who enter into a job sharing scheme shall become part-time employees.
- (c) Such proposal shall be limited to splitting one (1) full-time position into two parts. The division of the full-time hours shall be determined by mutual agreement between the two nurses and subject to the approval of the Director of Resident Services.
- (d) Job sharers may be called for additional unscheduled shifts only after all other regular part-time employees have been called.

- (e) Job sharers may exchange shifts with their partner, as well as with other nurses as provided for by the Collective Agreement.
- (f) Job sharers may be expected to cover each other for vacations. When job sharers replace each other for vacations, they shall not be counted in their unit's established vacation quotas.
- (g) Implementation
  - i) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
  - ii) A full-time nurse wishing to share her position may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
  - iii) If one of the job-sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the posted position, the remaining nurse will revert to her former status. If the remaining nurse was previously part-time, then the shared position would revert to a full-time position and be posted according to the Collective Agreement.
- (h) Discontinuation
  - i) Either party may discontinue the job-sharing arrangement with sixty (60) days notice.
  - ii) Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuance.

**SIGNING PAGE**

Dated at Sturgeon Falls, Ontario this 21st day of February, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Alain Taillefer"

"Jennie Critchley-Pineo"  
Labour Relations Officer

"Jacques Seguin"

"Carmen Giroux"

"Henri Laflamme"

"Louise Trudel"

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## LETTER OF UNDERSTANDING

Between:

**AU CHATEAU HOME FOR THE AGED**  
(hereinafter referred to as the "Employer")

And:

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

Re: Staffing

The parties to this letter of understanding agree to the following:

1. The current R.N. nurses' staffing pattern will be continued to include two (2) permanent full-time Head Nurse positions of which job descriptions have been drafted and agreed to between the parties. Further, there will be two (2) permanent full-time positions rotating between the evening and night tours. For these positions, Article 16.02 (g) of the collective agreement does not apply.

The Head Nurses' regular schedule consists of day shifts, Monday to Friday. If a Head Nurse is required to work other shifts, these shifts will be extra shifts paid at premium rate in accordance with Article 17.01 unless mutually agreed upon between the Head Nurse and the Home.

2. The Head Nurses and Occupational Health/Staff Development Health Coordinator will be scheduled off on the actual holiday. Where a holiday for these employees falls on a Saturday or Sunday, however, 18.04 (b) shall not apply and the lieu day shall be the same day as the lieu day assigned to other administrative staff in the workplace. On the actual holiday and on lieu days, only one (1) RN nurse will replace the two (2) Head Nurses as is the present practice on statutory holidays. Article 16.02 (e) does not apply for these nurses.

If a Head Nurse and Occupational Health/Staff Development Health Coordinator is required to work on a holiday, she shall be entitled to a lieu day in accordance with Article 18.06.

3. The Head Nurses and Occupational Health/Staff Development Health Coordinator will have January 2 as an annual holiday.
4. When it is known that a leave of absence (i.e. vacation, sick leave, WSIB,) will be for a significant period of time, that is, the leave will impact on the next posted schedule, the Head Nurse on leave will be replaced as in the past. It is understood that the full-time nurses will have access to these temporary positions as well as the regular part-time nurses. Appointments for these will be based on seniority.
5. Access to a position as Head Nurse shall be in accordance with Article 12.05. In the event

that the nurse proves unsatisfactory in the position during the trial period, or if the employee finds herself unable to perform the duties of the new job classification, she will be returned to her former position in accordance with Article 12.05.

- 6. If a Head Nurse leaves her position permanently, it is the intention of the Home to replace the position. However, the parties agree that the foregoing does not constitute a guarantee of jobs or hours of work, and that other determining factors may have an impact on the decision to replace or not.
- 7. Should a position be eliminated or not replaced, the parties will meet to determine future staffing patterns in the Home.

Dated at Sturgeon Falls, Ontario this 21st day of February, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Alain Taillefer"

"Jennie Critchley-Pineo"  
Labour Relations Officer

"Jacques Seguin"

"Carmen Giroux"

"Henri Laflamme"

"Louise Trudel"

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**SCHEDULE A - SALARIES****Classification – Registered Nurse**

	<u>Effective April 1, 2018</u>	<u>Effective April 1, 2019</u>
	1.4%	1.75%
Start	30.66	31.20
1 Year	30.78	31.32
2 Years	31.27	31.82
3 Years	32.80	33.37
4 Years	34.39	34.99
5 Years	36.31	36.95
6 Years	38.23	38.90
7 Years	40.21	40.91
8 Years	43.09	43.84
25 Years	43.94	44.71

NOTE: 25 year rate is 2% above the 8 year rate based on 25 years of continuous experience.

**Classification – Head Nurse and Occupation Health/Staff Development Co-ordinator**

	<u>Effective April 1, 2018</u>	<u>Effective April 1, 2019</u>
	1.4%	1.75%
Start		
1 Year	41.67	42.40
2 Years	42.19	42.93
3 Years	42.63	43.38
4 Years	43.55	44.31
5 Years	44.55	45.33
6 Years	45.50	46.30
7 Years	45.56	46.36
8 Years	45.61	46.41
25 Years	46.52	47.34

NOTE: 25 year rate is 2% above the 8 year rate based on 25 years of continuous experience.