

**COLLECTIVE AGREEMENT**

Between

**BLUE WATER REST HOME**

And:

**ONTARIO NURSES' ASSOCIATION**

Expiry date of: March 31, 2018

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## **ARTICLE 1 – PURPOSE**

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

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Blue Water Rest Home, Zurich, save and except the Director of Nursing, and persons above the rank of Director of Nursing.
- 2.02
- (a) A full-time nurse is a nurse who is regularly scheduled to work seventy-five (75) hours in a two-week period.
  - (b) A part-time nurse is a nurse who is regularly scheduled to work less than seventy-five (75) hours in a two week period.
  - (c) A casual nurse is a nurse who is not regularly scheduled but accepts assignments to replace part-time and full time employees.
- 2.03 Special Circumstances
- Notwithstanding Article 2.02, the Home and the Union may agree in certain circumstances, to adjust the schedule of an individual full-time employee who normally works seventy-five (75) hours bi-weekly, to enable an average bi-weekly work assignment of sixty (60) to seventy-five (75) hours.
- (a) Such an arrangement shall be established by mutual agreement of the Home and the Union and the employee affected. The parties agree that the arrangement applies to an individual, not to a position.
  - (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Home and the Union. The employee will retain full-time status, including but not limited to seniority and service.
  - (c) Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the extent that the employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.

- (d) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.
- 2.04 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 Professions Act*, and the *Nursing Act*.
- 2.05 A graduate nurse is defined as a nurse with registration incomplete, who is a graduate of a program acceptable to the College of Nurses of Ontario, and is either in the process of being registered by the College of Nurses of Ontario or is completing registration requirements, for whatever reason.
- 2.06 Whenever the feminine pronoun is used in this Agreement it includes the masculine pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.
- 2.07 (a) In order to protect the standard of nursing care, the Employer shall not contract out the work normally performed by members of this bargaining unit except:
- i) for purposes of instruction;
  - ii) in the event of an emergency situation;
  - iii) when performing development or experimental work, or
  - iv) when employees are not available due to an employee not reporting for work as scheduled or not being available for work.
- (b) Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, lay-off or reduction in hours of any member of the bargaining unit. For purposes of this provision, the replacement of an RN by an RPN is not deemed to be a reassignment to another employee.
- (c) When it is decided not to fill a position following an employee's resignation, the Employer will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representation on this matter.
- 2.08 The Employer agrees to give representatives of the Ontario Nurses' Association access to the Home for the purpose of discussing Association business with the Home, such as investigating grievances, attending meetings or otherwise assisting in the administration of this Agreement.

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

- 3.01 The Association recognizes that the management of the Home is fixed and shall remain with the Home. Without restricting the generality of the foregoing, the Association acknowledges that it is the function of the Home to:

- (a) carry out the direction of the working forces; exercise the right to plan, direct and control the operation of the Home; exercise the right to introduce new and improved therapeutic methods, facilities and equipment; determine the amount of supervision necessary and work schedules; establish, in co-operation with the professional nursing staff, standards of care and quality; and determine the extent to which the Home will be operated and increase or decrease in employment;
- (b) maintain order, discipline and efficiency;
- (c) hire, promote, demote, lay-off, recall, suspend, discharge for just cause, or otherwise discipline, provided that a claim of discriminatory promotion, or demotion, or a claim that an employee has been unjustly discharged, suspended or disciplined, may be the subject of a grievance and dealt with in accordance with the grievance procedure.
- (d) establish and enforce reasonable rules and regulations, provided that the Employer advises the Association of changes in rules and regulations before implementation.

3.02 The Employer will not exercise its rights or make or enforce rules or regulations in a manner inconsistent with the provisions of this Collective Agreement.

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

4.01 The Employer will continue its policy of no discrimination, interference, restriction or coercion being exercised or practised with respect to any nurse by reason of age, disability, sex, sexual orientation, marital status, family status, race, creed, colour, political or religious affiliation, or other factors not pertinent with respect to employment, or by reason of her membership in or activities on behalf of the Association, or any of its affiliated organizations, or while exercising her rights under the Collective Agreement, or any applicable legislation.

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

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

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

6.01 (a) The Employer will recognize the following:

A committee of three (3) elected nurses, one (1) of whom shall be identified as the Bargaining Unit President. The Bargaining Unit President may assist nurses in presenting grievances; and in representing the Association in the discussion of matters concerning the interpretation of their Collective

Agreement. The Employer further recognizes this committee as the agent for re-negotiation of this Agreement.

- (b) An Association-Management Committee composed of an equal number of representatives of the Employer and the Association. One of the Employer representatives shall be the Director of Nursing or her designate and one of the Association representatives shall be the Nurse Representative or her designate. Meetings of this committee shall be held at the request of either party, but at least every other month unless otherwise agreed. The purpose of this committee shall be to discuss matters relating to workload, scheduling matters, job content and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between parties.

(c) Health & Safety

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

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

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

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

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

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

safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

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

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

- A) Designing safe procedures for employees.
- B) Providing training appropriate to these policies
- C) Reporting all incidents of workplace violence.

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

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

xi) Injured Workers Provisions

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

xii) Infectious Diseases

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

To achieve this objective, the Joint Occupational Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.



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

The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

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

xiii) Specifically, the Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not limited to:

- Musculoskeletal Injury Prevention
- Needle Stick Injury Prevention
- Personal Protective Equipment
- Training designed to ensure competency under the Act for those persons with supervisory responsibilities.

xiv) Violence in the Workplace

A) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.01.

B) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.

C) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.

D) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training

will be done during a new employee's orientation and updated as required.

- 6.02 The Association will supply the Employer with the names of its representatives and any changes thereto.
- 6.03 With this understanding all nurse representatives and all committee members shall not suffer any loss in pay for time spent on grievances and while attending negotiating meetings up to and including conciliation. Nurses who are required to attend at negotiations shall not be scheduled to work the shift immediately following the shift in which the meeting is scheduled.
- 6.04 The Association Committee shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association.
- It is understood and agreed that the Labour Relations Officer is the signing authority for Ontario Nurses' Association and therefore any agreement reached between the parties is of no force or effect without the agreement and signature of the Labour Relations Officer.
- 6.05 The Employer agrees that an Association representative shall be given the opportunity to interview each new nurse within two (2) weeks of date of hire. The Employer will advise the Association of new nurses hired and will arrange a time for the said interview, which shall not exceed twenty (20) minutes in duration.
- 6.06 It is agreed that the Bargaining Unit President and Committee Members have their regular duties and responsibilities to perform and shall not leave their regular duties without first obtaining permission from their immediate supervisor and indicating the approximate amount of time required.

#### **ARTICLE 7 - ASSOCIATION SECURITY**

- 7.01 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association. The Provincial Secretary-Treasurer of the Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Provincial Secretary-Treasurer of the Association monthly, its cheque for the dues so deducted, along with a list of the names of the nurses and the amount of such deduction for each nurse. Each list shall show the Social Insurance Number of each nurse and the initial list shall contain the address of each nurse. The Employer also agrees to inform the Association of those nurses who are on paid leave of absence, who have terminated, or who have transferred from full-time to part-time and vice versa.
- 7.02 The Association shall indemnify and save the Employer harmless with respect to any liability for dues so deducted and remitted.
- 7.03 The Employer will provide each nurse with a T-4 supplementary slip showing the dues deducted in the previous year, for income tax purposes.

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

- 8.01 Any nurse(s) or the Association may present a complaint at any time without recourse to the formal written procedure contained herein, but in the normal course of events grievances shall be registered with the Employer as follows:

### **STEP NO. 1**

A nurse(s) or the Association on her/their behalf or in its own stead may present a grievance in writing to the Director of Nursing. Such a grievance must be presented within seven (7) days of its occurrence or when it came to the attention of the nurse or the Association. The Director of Nursing shall render a decision in writing within five (5) days following the day on which the grievance was submitted. If the decision is unsatisfactory to the nurse(s) or the Association, Step No. 2 may be followed within ten (10) days.

### **STEP NO. 2**

The grievance shall be referred to the Administrator or his designate who shall call a meeting of the Grievance Committee within seven (7) 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 Home Administrator or his designate may have such counsel and assistance as he/she may desire at such meeting. The decision of the Home shall be delivered in writing within seven (7) days following the date of such meeting. If the decision is unsatisfactory to the nurse or the Association, it may be referred to arbitration in accordance with the arbitration procedure.

- 8.02 At any step in the grievance procedure, including the complaint stage, the nurse may be accompanied by/or represented by her nurse representative or any other Association official.
- 8.03 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. A grievance by the Home will be forwarded in writing to the Local representative of the bargaining unit, with a copy to the Employment Relations Officer of the Ontario Nurses' Association. The grievance shall then be treated as having been initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 8.04 Where the Association files a grievance on behalf of a nurse(s), or where a number of nurses have identical grievances, they may present a group grievance in writing to the Administrator, or his 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 then be treated as being initiated at Step No. 2 and the applicable provisions of this article shall then apply with respect to the processing of such grievance.

- 8.05 A nurse is entitled prior to the imposition of discipline, suspension or discharge, to be given written reasons for such action and the Employer must notify the nurse of her right to have an Association representative present at any meeting to be held with the Employer to discuss the discipline, suspension or discharge. If a nurse declines her right to have an Association representative present, the Employer agrees to notify the Association within three (3) days of any such discharge, discipline or suspension. Should the nurse(s) or the Association wish to file a grievance against any such discharge, suspension or discipline, it shall be reduced to writing and filed within ten (10) days at Step #2. It is understood that probationary employees may be discharged, so long as the discharge was not done in a manner that was arbitrary, discriminatory or in bad faith.
- 8.06 Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step.
- 8.07 When a grievance is submitted it shall be in writing, clearly setting forth the nature of the grievance, and the remedy sought.
- 8.08 Time limits fixed in the Grievance and Arbitration Procedures may be extended by mutual consent.
- 8.09 A grievance claiming discipline, suspension or discharge without just cause may be settled by confirming the Employer's action or by reinstating the nurse and making her whole in all respects, or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitration Board.
- 8.10 The time limits set out in the Grievance and Arbitration procedures herein are mandatory and failing 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 44(6) of the Labour Relations Act.
- 8.11 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within ten (10) days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a third person who shall be Chairperson. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario, upon request of either party.
- 8.12 No person may be appointed as an arbitrator, who has been involved in an attempt to negotiate or settle a grievance.

- 8.13 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision is final and binding upon the parties, and upon any nurse affected by it.
- 8.14 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it nor shall any practices or customs be binding unless reduced to writing by the Association and the Employer.
- 8.15 The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.
- 8.16 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own appointee and one-half (1/2) of the expenses and fees of the Chairperson.
- 8.17 Upon mutual agreement of the parties in writing, a single arbitrator may be substituted for the Board of Arbitration. In such case, all of the other provisions of this Article shall continue to apply as with the Board of Arbitration.
- 8.18 Any time limits referred to in the Grievance and Arbitration Procedures shall be exclusive of Saturdays, Sundays, Paid Holidays and the days off of the aggrieved nurse.
- 8.19 Within ten (10) days of the receipt of notice referred to in Article 8.01 above, either party may require a process for a sole arbitrator, where the grievance concerns:
- (a) a job posting
  - (b) a short term layoff
  - (c) responsibility pay, premiums, overtime and call-in pay
  - (d) entitlement to leave
  - (e) scheduling issues
  - (f) any other grievance as mutually agreed

All references in Article 8 to an Arbitration Board shall be taken to include a sole arbitrator.

Once appointed the sole arbitrator shall have the power to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 8.17.

The parties agree that, where an informal process is initiated, 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.

Article 8.17 will apply to this Article, except where specifically modified by this Article.

- 8.20 All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Association will be final and binding upon the Employer, the Association and the nurses involved.
- 8.21 The Employer will provide the necessary facilities for grievance meetings.

### **ARTICLE 9 - JOB SECURITY**

- 9.01 (a) The Employer shall keep up-to-date separate seniority lists for both full-time and part-time nurses. Three (3) copies of the seniority list shall be forwarded to the Association and one copy shall be posted in the Home by January 31 of each year.
- (b) Seniority for full-time nurses shall be defined as the length of employment with the Employer since date of last hire.
- (c) Seniority for part-time nurses shall be based on the total hours paid since the date of hire.
- (d) It is agreed that 1500 paid hours shall be the equivalent of one (1) year of full-time seniority and service and vice versa.
- (e) Newly employed nurses will be considered probationary for sixty (60) worked tours or six (6) months, whichever comes first. If retained, the nurse shall be credited with seniority from date of hire, to be calculated in accordance with Article 9.01.
- 9.02 Only one probationary period need be completed by a nurse irrespective of her change in status from full-time to part-time or vice versa.
- Where a part-time nurse changes to full-time there will be a thirty (30) day evaluation period during which her ability to perform full-time duties will be evaluated and if not satisfactory she will be returned to part-time.
- 9.03 (a) In the case of all vacancies, the Employer will post notices of such vacancies, stating the area of the vacancies, in locations to be determined mutually for ten (10) calendar days prior to making an appointment to any such position in order that any interested nurse may apply. A copy of such notice shall be sent to the Association. The name(s) of the successful applicant(s) shall be posted by the Employer.
- (b) An application for transfer system shall be established. Under such a system, any nurse will be able to indicate her interest in working on a different shift, and her application will be considered as though she had made it at the time of posting, when a vacancy occurs, and has been posted.
- 9.04 (a) Part-time nurses shall be given the first opportunity to fill temporary vacancies. If there are no part-time applicants for such vacancy, the Employer may hire a new nurse.

- (b) The Employer will outline to the nurse(s) selected to fill a temporary vacancy, caused by whatever reason, the conditions and duration of such vacancy. In any event, such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy. A nurse who is absent due to illness or leave of absence shall have the right to return to her former position.

9.05 In all cases of transfer, promotion or demotion the following factors shall be considered:

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

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern. However, if senior applicants are refused a position, they will be given the reason for such refusal in writing, if requested.

9.06 (a) A nurse who is transferred to a position outside of the bargaining unit shall, subject to (b) below, retain, but not accumulate, her seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

- (b) In the event that a nurse is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months or an academic year, and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. 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.

- (c) The Employer agrees to provide adequate orientation to a nurse to fill the role of these positions.

9.07 Seniority and service shall be retained and accumulated when a nurse is absent from work under the following circumstances:

- (a) when on approved leave of absence with pay
- (b) when on approved leave of absence without pay not exceeding thirty (30) continuous calendar days
- (c) when in receipt of sick leave credits
- (d) when in receipt of Workplace Safety and Insurance Board benefits as a result of injury or illness incurred while in the employment of the employer
- (e) when on pregnancy and/or parental leave.

- 9.08 Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- (a) when on an approved leave of absence without pay exceeding thirty (30) continuous calendar days;
  - (b) when absent on account of accident or illness and not in receipt of sick leave credits, or of Workplace Safety and Insurance Board Benefits;
  - (c) when absent due to layoff;
- 9.09 A nurse shall lose all seniority and shall be deemed to have quit the employ of the Employer if she:
- (a) resigns
  - (b) is discharged for cause and the discharge is not reversed through the Grievance Procedure;
  - (c) is absent for three (3) consecutive scheduled days without notifying the Employer unless a satisfactory reason is given, and such employee shall be deemed to have quit the employ of the Employer without notice;
  - (d) fails to contact the Employer for the purpose of making arrangements for return to work within two (2) weeks from the receipt of a notice of recall sent by Registered Mail or Courier, after layoff. The notice shall be sent to the address of the employee, last on file with the Employer, and a copy shall be sent to the Local Association.
  - (e) when a nurse is absent due to layoff for a period of thirty (30) calendar months.
- 9.10 All benefits and other credits obtained under this Agreement shall be retained and transferred with the nurse if she changes her status from full-time to part-time and vice versa. A part-time nurse who changes her status to full-time will be given seniority credit on the basis of fifteen hundred (1500) paid hours of part-time being equivalent to one (1) year of full-time service and vice versa. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.
- 9.11 Layoff and Recall
- (a) Where there is a reduction in the workload resulting in a surplus of nurses, the Employer shall lay off nurses on the basis of seniority with the most junior nurse being laid off first. For the purposes of layoff, seniority is based on an integrated seniority list of all hours paid since date of hire.
  - (b) Nurses shall be recalled in reverse order of layoff, subject to their right to require orientation.
  - (c) All nurses who are on layoff will be given job opportunity before any new nurse is hired.



- (d) No nurse may be laid off until she has received thirty (30) calendar days' notice of layoff or pay in lieu thereof, or notice in accordance with the Employment Standards Act, whichever is the greater.
- (e) In the event of a proposed layoff of a permanent or long term nature, the Employer will:
  - i) provide the Local Association with no less than thirty (30) days' notice of such layoff, and
  - ii) meet with the Local Association through the Association /Management Committee to review the following:
    - (a) the reasons causing the layoff;
    - (b) the service which the Employer will undertake after the layoff;
    - (c) the method of implementation, including the areas of cutback and the nurses to be laid off.

#### **ARTICLE 10 - EMPLOYEE FILES**

- 10.01 In the event that it is deemed necessary by the Employer to file a report of censure/discipline regarding an infraction of rules or nursing practice by a nurse, the Employer shall, within ten (10) days thereafter, give written particulars of such censure/discipline to the nurse involved with a copy to the Association. Such censure/discipline shall be removed from the nurse's file after a period of twelve (12) months, and shall not thereafter be used against her. Upon request, a nurse may review her personal file in the office of the Director of Nursing.
- 10.02 A copy of an evaluation, which is to be placed on a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation, as having been read, and have the opportunity to add her views to such evaluation prior to its being placed in her file. Each nurse shall have reasonable access to her file, for the purposes of reviewing any evaluation or disciplinary notation contained therein. A copy of the evaluation will be provided to the nurse at her request.

#### **ARTICLE 11 - LEAVE OF ABSENCE**

##### **11.01 Personal Leave**

The Employer may, in its discretion, grant leave of absence without pay, for legitimate personal reasons, to any nurse who has completed her probationary period. Such leave of absence shall be for a maximum of thirty (30) days and any employee on such leave of absence, shall continue to accumulate seniority, and all other rights under this Agreement during such time. Request for leave of absence shall not be unreasonably withheld. Such leave of absence will not be considered by the employer for the purpose of seeking employment elsewhere. Such request for leave of absence shall be made by the nurse in writing to the

Administrator not less than thirty (30) days prior to the commencement of such leave except in cases of emergencies. Requests for leave of absence of greater than thirty (30) days shall be considered where possible.

11.02

(a) Association Leave

It is agreed that the Employer will grant leave of absence without pay upon request to nurses selected by the Association to attend Association business providing that there is not more than one (1) nurse on such leave at any one time; that at least fourteen (14) days' notice is filed with the Administrator and that the maximum number of days for Association business shall not exceed twenty (20) days in any one contract year.

(b) Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay. This provision covers a nurse who may also be elected to the office of Secretary-Treasurer or Vice-President. Nurses shall continue to accrue seniority and service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 11.02 (a) above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and 19% for applicable benefits.

(c) Provincial Committee

A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association, shall be granted upon request such leave(s) of absence as she may require to fulfill the duties of her position. Reasonable notice shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided elsewhere in this Agreement. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and 19% for applicable benefits.

(d) President, ONA

Upon application, in writing, by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to two (2) years. The nurse shall continue to accrue seniority and service during her absence. The nurse agrees to notify the Employer of her intention to return to work at least thirty (30) days prior to the date of such return. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and 19% for applicable benefits.

- 11.03 Nurses may be granted leave(s) of absence without pay, but expenses (tuition, travel, meals, accommodations, etc.) paid, approved by the Administrator to attend workshops, seminars and short courses which are employment related. Selection shall be made on an equitable basis from nurses who make application to attend. Wherever possible the Employer will attempt to schedule the nurse in such a way as to enable her to attend such program without loss of wages.
- 11.04 Nurses who are able and willing to enrol in a post-graduate course, certificate or degree course from a university or community college or other institution which is employment related and approved by the Administrator, shall have fifty percent (50%) of the fees for the course to a maximum of \$200.00 paid by the Employer provided they complete the course and pass.
- 11.05
- (a) The Employer will grant any nurse a leave of absence of five (5) scheduled working days with pay in conjunction with the day of the funeral or equivalent service for death of spouse, including common law and same sex spouse, and children.
  - (b) The Employer will grant any nurse a leave of absence of three (3) scheduled working days with pay in conjunction with the day of the funeral or equivalent service for death of members of the immediate family. For the purpose of clarification of this Agreement, immediate family means, mother, father, mother-in-law, father-in-law, brother or sister, son-in-law, daughter-in-law, grandparents and grandchildren.
  - (c) The Employer will grant any nurse a leave of absence of one (1) scheduled working day with pay to attend the funeral or equivalent service of sister-in-law, brother-in-law, or any step relative indicated in 11.05 (b) above. For the purpose of clarification of this clause, the employee may be required to provide legal proof to the Employer that such person is a step relative.
  - (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt or uncle, niece or nephew.
- Requests for extension of such leave without pay shall be considered on an individual basis.

11.06 Pregnancy and/or Parental Leave

Pregnancy and/or Parental Leave with pay shall be granted subject to the following conditions:

- (a) A nurse shall be entitled to seventeen (17) week paid pregnancy leave provided she requests such leave two (2) weeks in advance of the expected date of commencing leave. The Employer shall pay the first two (2) weeks of the leave at eighty-four per cent (84%) of her current rate of pay. The fifteen (15) week entitlement under E.I. shall be topped by the Employer so that the nurse receives eighty-four per cent (84%) of her current earnings.
- (b) The nurse shall give at least two (2) weeks' notice of her intention to return to work, however, her leave shall not end before the expiration of six (6)

weeks following the actual delivery date, unless other arrangements are made with the Employer.

- (c) The nurse has the right to extend the pregnancy and/or parental leave to twelve (12) months in total. Written notice by the nurse to extend the leave will be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the termination of the initially approved leave.
- (d) On return to work the nurse shall be reinstated to her former position including location and shift.
- (e) The Employer will continue to make her contributions towards subsidized employee benefits in which the nurse is participating and the nurse's seniority, service and all other benefits will continue to accumulate.
- (f) Current earnings are calculated using previous twenty (20) weeks insurable earnings on the same basis as Employment Insurance.
- (g) A nurse shall be granted thirty-five (35) weeks of unpaid parental leave for each parent who has worked for the same employer for thirteen (13) weeks. Natural mothers may take parental leave at the end of the pregnancy leave.

All other parents may take this leave within thirty-five (35) weeks of the child being born or coming into care.

The twelve (12) week entitlement under E.I. shall be topped by the Employer so that the nurse receives eighty-four percent (84%) of her current weekly earnings. (Current weekly earnings includes paid leaves and in the case of part-time nurses, percent in lieu).

- (h) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.
- (i) Nurses newly hired to replace nurses who are on pregnancy and/or parental leaves 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.

## 11.07

### Jury Duty

If a nurse is required to serve as juror in any court of law or is required to attend as a witness in a legal proceeding including arbitration hearing(s) in connection with a case arising from her duties at the Home, or hearing(s) before the College of Nurses, the nurse shall not lose her regular pay because of such attendance providing that she:

- (a) notifies the employer immediately upon her notification that she will be required to attend court;

- (b) presents proof of service requiring her attendance; and
- (c) promptly repays the amount (other than expenses) paid to her for such service or attendance to the employer.

11.08 Pre-Paid Leave Plan

The Home agrees to introduce a prepaid 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 LSVIII 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) All deferred salary shall be paid to the nurse. Interest shall be retained by the Home to offset administrative costs.
- (c) All benefits shall be kept whole during the five years. During the year of 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 the leave.
- (d) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Home. Deferred salary plus accrued interest will be returned to the nurse within a reasonable period of time.
- (e) If the nurse terminates employment, the deferred salary plus accrued interest will be returned to the nurse within a reasonable period of time. In case of a nurse's death, the funds will be paid to the nurse's estate.
- (f) 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.
- (g) Nurses newly hired to replace nurses who are utilizing the prepaid leave program may be released at the end of the leave.

**ARTICLE 12 - PAID HOLIDAYS**

12.01 All full-time nurses shall receive the following paid holidays:

New Year's Day	Civic Holiday
Float Holiday	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day – July 1	Boxing Day

- 12.02 (a) When a full-time or part-time nurse works on a holiday she shall receive premium pay at the rate of time and one-half (1 1/2) for all regularly scheduled hours worked on such a holiday, and shall receive another day off with pay, or at the option of the nurse;
- (b) she shall receive premium pay at the rate of two and one-half (2 1/2) times for all regularly scheduled hours worked on such holiday.
- 12.03 A tour that begins or ends during the twenty-four (24) hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- 12.04 When a full-time nurse works on a holiday, lieu time off with pay shall be selected by the nurse within thirty (30) days preceding or following the statutory holiday.
- 12.05 When a holiday falls within a full-time nurse's vacation, it shall be added to the end of her vacation, or on a day off when it shall be scheduled concurrently with a weekend or at a time selected by the nurse.
- 12.06 Unless a nurse requests otherwise, when she is scheduled off on a Saturday and Sunday, she shall be scheduled off the holiday which occurs on the Monday and/or Friday.
- 12.07 Unless a nurse requests otherwise, when she is scheduled to work a Saturday and Sunday, she shall be scheduled to work the holiday which occurs on the Monday and/or Friday.

### **ARTICLE 13 – VACATIONS**

- 13.01 For the purposes of calculating vacation and eligibility, the vacation year shall be May 31st of each year. Nurses will submit their written request not later than April 15th of any year and vacation schedules shall be posted no later than May 1st in each year.
- 13.02 (a) All full-time nurses shall be granted vacations with pay as follows:
- i) Less than one (1) year of employment - on May 31st in any year, shall be entitled upon completion of their probationary period, to a credit of one point twenty-five (1.25) day's vacation with pay for each month of service to a maximum of fifteen (15) working days' vacation with pay.
  - ii) All full-time registered nurses with one (1) year or more of service as of May 31st of any year, shall receive three (3) weeks' vacation with pay.
  - iii) All full-time registered nurses with three (3) years of service or more as of May 31st of any year shall receive four (4) weeks' vacation with pay.

- iv) All full-time registered nurses with eleven (11) years of service or more as of May 31st of any year shall receive five (5) weeks' vacation with pay.
- v) All full-time registered nurses with twenty-one (21) years of service or more as of May 31st of any year shall receive six (6) weeks' vacation with pay.
- vi) All full-time registered nurses with twenty-five (25) years of service or more as of May 31<sup>st</sup> of any year shall receive seven (7) week's vacation with pay.

(b) Part-time nurses shall be granted the same vacation entitlement as full-time nurses. She will receive vacation pay based on a percentage of her gross salary on the following basis:

- i) Less than three week entitlement - 4%
- ii) Three week entitlement - 6%
- iii) Four week entitlement - 8%
- iv) Five week entitlement -10%
- v) Six week entitlement -12%
- vi) Effective May 31, 2013, Seven week entitlement – 14%

13.03 When a nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such nurse's termination pay.

13.04 (a) Vacations may be taken any time of the year. The Employer will grant all requests, subject to any vacation quotas which shall not be unduly restrictive. Vacation shall not be unreasonably withheld.

(b) In the event of conflicts, seniority shall prevail.

(c) The weekend prior to a nurse's vacation shall be scheduled as a weekend off unless otherwise requested.

(d) All vacation shall be scheduled to commence on a Monday unless otherwise requested by the nurse.

(e) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.

13.05 For the purpose of vacation entitlement, fifteen hundred (1500) paid hours of part-time service shall equal one (1) year of full-time service.

13.06 Part-time nurses shall receive their vacation pay every six (6) months. Vacation pay for the period December 1 to May 31 will be paid by June 30th. Vacation pay for the period June 1 to November 31 will be paid by December 30th.

13.07 Where a full-time nurse within the bargaining unit at his or her request works less than thirty-seven and one-half (37 1/2) hours a week, the vacation and vacation pay of such an employee shall be determined as follows:

Use 13.02 2. based on a percentage determined on the length of service.

#### **ARTICLE 14 - SICK LEAVE**

14.01 Income protection is payable when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the Workplace Health and Safety Insurance Act. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during time of such illness.

- (a) The Employer will pay 100% of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury up to the end of the 2<sup>nd</sup> calendar week of such illness or injury. Payment under weekly indemnity will be 70% of straight-time scheduled wages lost.
- (b) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any legitimate illness or injury. The Employer will top-up these benefits to 70% of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive 70% of her straight time wages for weeks 3 through 17 of any legitimate illness or injury but shall not be eligible for benefits under (c) below.
- (c) The Employer will pay 100% of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury for weeks 18 through 30 of such illness or injury. Payment under weekly indemnity will be 70% of scheduled straight-time wages lost.

It is understood, (subsequent to initial implementation), that this benefit commences like all other insurances, after the third month of employment.

14.02 Where an employee who is absent from work as a result of illness or injury sustained at work has been away pending approval of claim for WSIB, that employee may utilize her sick leave credits, provided the employee has not received payment from the WSIB and two (2) weeks have elapsed from the date of her reporting the claim to the Employer. The payment will be equivalent to the lesser of the benefits she would receive from WSIB if her claim was approved or the benefit to which she would be entitled under the sick leave plan. Payment will be retroactive to the first date of absence and the employee will submit a written undertaking that any payment will be refunded to the Employer following final determination of the claim by the WSIB. If the WSIB does not approve the claim, the monies paid as an advance will be applied toward the benefit to which the employee would be entitled under the sick leave plan. Any payment under this provision will continue until the employee has exhausted her sick leave credits.



- 14.03 Upon absence due to illness of three (3) days or more, the Employer may request the employee to provide proof of illness.
- 14.04 Vacations – interruption
- (a) Where an employee's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation of the hospitalization.
  - (b) Where a vacationing employee becomes seriously ill requiring her to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.
  - (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 11.05.

## **ARTICLE 15 - HOURS OF WORK AND WORKING CONDITIONS**

- 15.01 The normal shift shall be composed of 7.5 consecutive hours, exclusive of meal time. The normal work week for a full-time nurse shall be composed of five (5) tours, that is 37.5 hours per week.
- 15.02 A meal time of one-half (1/2) hour shall be scheduled away from the floor during a nurse's tour of duty.
- 15.03 A rest period of fifteen (15) minutes will be granted during each half tour. Nurses on evening and night tour will have the option of taking one rest period of thirty (30) minutes per tour.
- 15.04 Scheduling Regulations
- The following scheduling regulations shall apply:
- (a) Nurses shall be entitled to at least two (2) days off per calendar week. Weekends off shall be equally distributed among the nurses. Each nurse shall be entitled to every other weekend off whenever possible.
  - (b) Time schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period. The Employer will endeavour to accommodate requests by nurses for specific days off and also requests for changes in the posted time schedules once the schedule has been posted. It is understood that such a change of shift requested by the nurse shall not result in overtime compensation or payment.

- (c) A nurse who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the Employer, if her regular duties are not available.
- (d) At least sixteen (16) hours time off shall be scheduled between a change of tours of duty.
- (e) At the time the shift schedule is posted, all available work will be distributed as equitably as possible subject to the nurse's availability, and shift preference. Once the schedule is posted, shifts which become available shall be offered to the most senior part-time nurse first.
- (f) A nurse requesting specific tours on a permanent basis will be given consideration, if convenient to the Employer, to make such an arrangement. Such arrangement shall be terminated at the request of the nurse.
- (g) A weekend off shall be defined as fifty-six (56) consecutive hours off between the end of the Friday day shift and the start of the Monday day shift.
- (h) The normal scheduling provisions may be waived between December 15th and January 9th so that all nurses shall be scheduled off duty for at least three (3) or more consecutive days at either Christmas or New Year's, unless the nurse requests otherwise. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day, and time off at New Year's shall include New Year's Eve and New Year's Day.

## 15.05

Overtime

Nurses shall not be scheduled or required to work in excess of normal scheduled hours or days without their consent. A nurse shall have the option of selecting compensating time off at the appropriate premium rate in lieu of premium payment providing such time is taken at a time mutually agreeable between the nurse and the Employer. Premium payment shall be paid as follows:

- (a) Work in excess of 7.5 hours in a standard day shall be compensated at the rate of time and one-half (1 1/2).
- (b) A full-time nurse who is required to work on her scheduled day off shall receive overtime premium of time and one-half (1 1/2) her regular straight time hourly rate, except where this nurse only works four (4) regular shifts per week. One extra shift per week shall not be compensated at time and one-half (1 1/2) her straight time hourly rate.
- (c) Time and one-half (1 1/2) shall be paid for all work performed in excess of seven (7) consecutive tours and until two (2) consecutive days off are provided.

- (d) Time and one-half (1 1/2) shall be paid for all work performed on her third consecutive and subsequent weekend worked at the Employer's request.
- (e) Where a nurse is required to work on a paid holiday or on a tour that is paid at overtime rate and she is required to work additional hours following her full tour on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- (f) 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.
- (g) In the event that a meal period is interrupted requiring an employee to attend to a work related issue, then the balance of the unused meal period will be taken within two (2) hours of the interruption. If an employee is unable to reschedule such time, she shall be paid time and one-half (1.5) times her regular straight time hourly rate for all time worked in excess of her normal daily hours.
- (h) Premium pay is payable whenever a third consecutive and subsequent weekend is worked permitted by the Collective Agreement unless the assignment of the weekend shift to the nurse was initiated by the nurse which is inclusive of requests to work provided by individual availability schedules, or unless another provision of the Agreement make it clear the premium pay is not due.

15.06 Nurses required to work more than two (2) hours' overtime shall be provided with a hot meal or the going rate of the noon meal if the Employer is unable to provide the hot meal.

15.07 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 posted schedule. Changes to the posted work schedules shall be brought to the attention of the nurse. Where less than twenty-four (24) hours' notice is given personally to the nurse, time and one-half (1 1/2) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule. This article does not apply if additional tours for part-time nurses have been requested by the nurse or mutually agreed upon by the nurse and the Employer. Notwithstanding the foregoing where there has been mutual agreement for an additional tour with less than forty-eight (48) hours' notice, the part-time nurse shall receive a minimum payment equivalent to four (4) hours of pay at her regular hourly rate of pay.

15.08 The present permanent shift arrangement shall be continued unless otherwise mutually agreed by the parties.

15.09 Short Notice Call-In

Where a nurse is called in to work less than one (1) hour prior to or one (1) hour following the commencement of a shift and arrives not more than two (2) hours

following the commencement of such shift, she will receive pay at the appropriate rate for the complete shift.

- 15.10 A part-time nurse scheduled to work, then informed that she is not required for duty, will receive four (4) hours' pay at her basic straight time rate, if informed less than twenty-four (24) hours from the starting time of the scheduled tour.
- 15.11 The nurse will be paid for all hours worked as a result of changeover to daylight saving from standard time or vice versa.

#### **ARTICLE 16 - HEALTH PROGRAMME**

- 16.01 Where a medical examination is required to comply with a statute, a nurse may choose her personal physician.
- 16.02 A nurse, upon request, will be provided with immunization injections.

#### **ARTICLE 17 - HEALTH AND WELFARE**

- 17.01 The Employer agrees to pay for a full-time nurse:
- (a) One hundred percent (100%) of the premium for coverage under the Ontario Health Insurance Plan (OHIP) Single or Family, as applicable, or its equivalent, through the Employer Health Care Tax, unless employee is otherwise covered.
  - (b) One hundred percent (100%) of the cost of Blue Cross Extended Health Care Plan, Single or Family, unless employee is otherwise covered. Plan to include generic drug substitution, unless prescribed otherwise by physician.
  - (c) One hundred percent (100%) of the cost of group life insurance plan to provide coverage of one times the nurse's annual rate of earnings rounded to the nearest five hundred dollars (\$500), and based on the previous year's T4, for each nurse on full-time.
  - (d) Fifty percent (50%) of the cost of the Blue Cross Preventative Plan. One hundred percent (100%) reimbursement, based on current Ontario Dental Association rates, unless employee is otherwise covered. Plan to include nine (9) month dental recall for those above 18 years of age only and fluoride treatment for those under 18 years of age only.
  - (e) One hundred percent (100%) of the cost of the Blue Cross Vision Plan, effective November 1, 2017, three hundred dollars (\$300) per person in any period of twenty-four (24) consecutive months, unless employee is otherwise covered, and one hundred percent (100%) of the billed premium for hearing aids maximum of five hundred dollars (\$500.00) per person every sixty (60) months.

The parties agree that in the event of any improvement to vision care coverage in the UNIFOR bargaining unit at the home, it will be passed on to full-time nurses in this bargaining unit on the same effective date.

- 17.02 The Employer agrees to provide Blue Cross Semi-private coverage through payroll deduction at one hundred percent (100%) employee paid for nurses who opt for this coverage.
- 17.03 The Employer shall continue to pay the premium for benefit plans for nurses who are on paid leave of absence, Workplace Safety and Insurance Benefits, Sick Leave Plan, Pregnancy and/or Parental Leave, or at any time when salary is received.
- 17.04 The Employer shall provide each nurse with information booklets outlining the current provisions in the benefit plan. The Association shall be provided with copies of current benefit master policies within thirty (30) days of the signing of the Memorandum of Settlement and as they are amended from time to time.
- 17.05 During any unpaid leave of absence or layoff the Employer shall continue to make payments on behalf of the nurses to all health and welfare plans for the period of one (1) month. For any period of time in excess of one (1) month the nurse may make arrangements to prepay such benefits through the Employer.
- 17.06 The Employer shall not change carriers for any of the above plans without consulting the Association. It is further agreed that the Employer shall provide the Association with at least twenty-one (21) days' notice prior to any change in carrier.
- 17.07 The Nursing Homes and Related Industries Pension Plan

The Employer will enroll each nurse in the following Pension Plan:

In this Article, the terms used shall have the meanings as described:

- (a) "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked, including:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay.

All other payments, premiums, allowances etc. are excluded.

"Eligible Employee" means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy five (975) hours of service.

- (b) Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

- (c) The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- (d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

- (e) The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

For further specificity, the items required for each eligible employee are:

- i) To Be Provided Once Only at Plan Commencement
  - Date of Hire
  - Date of Birth
  - Date of first Remittance
  - Seniority List (for purposes of calculations past service credit).
- ii) To be Provided with each Remittance
  - Name
  - Social Insurance Number
  - Monthly remittance
  - Pensionable Earnings
- iii) To be Provided Once, and if Status Changes
  - Address as provided to the Home
  - Termination date when applicable
- iv) To be Provided Once, if they are Readily Available
  - Gender
  - Marital Status

## **ARTICLE 18 – MISCELLANEOUS**

- 18.01 The Employer shall provide a bulletin board for the use of the Association.
- 18.02 The Employer agrees to provide for free parking for all nurses within the Bargaining Unit.
- 18.03 Payment of Wages
  - (a) The nurses will be paid bi-weekly by direct deposit.
  - (b) Payments shall be paid for time worked during the said two (2) week period, together with paid holidays, overtime and other benefits to which the nurse may be entitled during such period.
- 18.04 The Employer agrees to provide one (1) meal per day for the day and evening staff for nurses who agree to purchase meals on an eight (8) week basis. Cost to be

two dollars and fifty cents (\$2.50) for the main meal and two dollars (\$2.00) for other meals.

- 18.05 The Employer agrees to pay to all full-time nurses a uniform allowance of ten dollars (\$10.00) per month and a part-time nurse a uniform allowance of six dollars (\$6.00) per month. The allowance shall be paid each six (6) months, namely the first payday in January and the first payday in July of each year.

For new employees and those who terminate, the allowance shall be pro-rated.

- 18.06 The Employer agrees to pay a shift premium to nurses who work between the hours of 3:00 p.m. and 7:00 a.m. in the amount of one dollar and fifty cents (\$1.50) per hour.

- 18.07 A nurse shall be paid a weekend responsibility premium of one dollar and sixty cents (\$1.60) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

- 18.08 Notwithstanding Articles 14 and 17, full-time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- 17.01(c) Reduce life insurance by 50%
- 14.01(a)
- 17.01 (b) EHC
- 17.01 (d) Dental
- 17.01 (e) Vision

In any event, once an employee reaches age 70 and she continues to be employed she shall automatically be placed on the percentage-in-lieu as per Schedule "A" for all items now included in the payment.

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

- 18.10 (a) The Employer will notify the Contact Person of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a work related disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Employer agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.



- 18.11 The Home, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Association as soon as possible.

The Home will consider requests for reimbursement for damages incurred to the nurse's personal property such as eye glasses, ripped uniforms, or personal clothing, as a result of being assaulted while performing her work.

## **ARTICLE 19 - PROFESSIONAL RESPONSIBILITY**

- 19.01 In the event that the Employer 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) Complain in writing to the Director of Nursing within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Association-Management Committee shall convene a meeting of the Committee within fifteen (15) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
  - ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the 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 from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
  - iii) The Assessment Committee shall set a date to conduct a hearing into the complaint, within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make whatever findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
- (b)
  - i) The list of Assessment Committee Chairpersons is attached as Schedule "A" and forms part of this Agreement.  
  
The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.
  - ii) Each party will bear the costs of its own nominee, and will share equally the fee of the Chairperson, and whatever other expenses

are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

## **ARTICLE 20 - ORIENTATION AND INSERVICE**

- 20.01 It is agreed that an orientation and ongoing inservice programme will be provided to all nurses; these programmes shall be reviewed and updated from time to time by members of the Association-Management Committee.
- 20.02 A newly employed nurse shall not be placed in charge until she has been orientated to the Home, and to the area she will be working, a minimum of 22.5 hours.
- 20.03 The following principles shall be incorporated in the orientation/familiarization of a newly hired nurse:
- (a) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of nurses in the Home.
  - (b) She shall be an additional nurse to the usual staffing pattern.
  - (c) The nurse(s) involved in the orientation will confirm that it has been completed, and this will be noted on the newly hired nurse's personnel file, which will be reviewed with such nurse, and the nurse shall also be able to comment.
- 20.04 An ongoing in-service education programme shall be based on the following principals:
- (a) The learning needs identified by the Association- Management Committee.
  - (b) It shall be a planned programme to update nurses as to changes in procedures or practices.
  - (c) All inservice education programmes shall be scheduled in a manner which will allow all nurse(s) to attend during working hours in two (2) or three (3) sessions over a period of three (3) months. Nurses required to attend such programs outside their working hours shall be paid at their regular rate of pay for all time so spent.

## **ARTICLE 21 – RETROACTIVITY**

- 21.01 All the nurses in the bargaining unit, as of April 1, 2016, and all nurses hired subsequent to that date, are entitled to full retroactivity on all monetary items. The Employer will notify nurses who have left its employ prior to the date hereof, at the last address recorded with the Employer, that the Collective Agreement has been settled and that retroactivity is due to them, and will provide the Association with a copy of the notices sent.

All retroactivity will be paid on a separate itemized cheque not later than four (4) weeks following the ratification of this Agreement or release of the Arbitration Award whichever is the case.

Interest on retroactivity shall be payable commencing from the first date it is due and shall be calculated pursuant to the Courts of Justice Act. R.S.O. 1984 c.11.

- 21.02 Except as expressly noted, all the terms and conditions shall be effective from the date of receipt of written notice of ratification or release of award. Provisions which are expressly made retroactive shall apply to all employees in the bargaining unit on or after the date specified.

Retroactivity will be paid within four full pay periods (approximately 8 weeks) of the date of ratification. Retroactivity will be on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Home may pay retroactivity as part of the regular pay. In such circumstances, the Home undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

The Home will contact former employees at their last known address on record with the home, with a copy to the bargaining unit, within 30 days of the date of ratification or arbitration award to advise them of their entitlement to retroactivity.

Such employees will have a period of sixty (60) days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the sixty (60) day period, their claim will be deemed to be abandoned.

- 21.03 The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if she fails to do so she shall not be entitled to recognition.

## **ARTICLE 22 – DURATION**

- 22.01 This Agreement shall be effective from April 1, 2016, and shall continue in full force and effect up to and including March 31, 2018. If either party decides to modify or amend this Agreement, it shall give the other party notice, in writing, not earlier than ninety (90) days before the expiry date of this Agreement.

**SIGNING PAGE**

Dated at London, Ontario, this 26th day of May, 2017.

FOR THE EMPLOYER

FOR THE UNION

Angie Dunn

Philip Sarides  
Labour Relations Officer

Cathy Dach

Deb Damsma

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B. Wiendels RN

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Mary B. McGuire RN

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**LETTER OF UNDERSTANDING**

Between:

**BLUE WATER REST HOME**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Bargaining Unit Complement

The complement of bargaining unit Registered Nurses working hours each week at the Home shall remain the same with at least one (1) bargaining unit member working each shift, seven days of the week.

Dated at London, Ontario, this 26th day of May, 2017.

FOR THE EMPLOYER

FOR THE UNION

Angie Dunn

Philip Sarides  
Labour Relations Officer

Cathy Dach

Deb Damsma

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B. Wiendels RN

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Mary B. McGuire RN

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**LETTER OF UNDERSTANDING**

Between:

**BLUE WATER REST HOME**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Vision Reimbursement

In addition to the vision benefit levels detailed in article 17.01(e), the employer agrees to reimburse employees who participate in the benefit plan provision costs in excess of the level in 17.01(e), up to \$100/24 months (using the same 24 month benefit period and one eye exam/24 months.

Dated at London, Ontario, this 26th day of May, 2017.

FOR THE EMPLOYER

FOR THE UNION

Angie Dunn

Philip Sarides  
Labour Relations Officer

Cathy Dach

Deb Damsma

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B. Wiendels RN

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Mary B. McGuire RN

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**LETTER OF UNDERSTANDING**

Between:

**BLUE WATER REST HOME**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: EI Waiting Period

The employer will incorporate the negotiated Nursing Home Central method of amending waiting times and entitled weeks for pregnancy leave and sick leave included in article 11.06 and 14.01

Dated at London, Ontario, this 26th day of May, 2017.

FOR THE EMPLOYER

FOR THE UNION

Angie Dunn

Philip Sarides

Labour Relations Officer

Cathy Dach

Deb Damsma

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B. Wiendels RN

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Mary B. McGuire RN

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**APPENDIX "A"****SALARY AND WAGE RELATED COMPENSATION**

- A.01 Registered Nurses shall be compensated for their services in accordance with the following salary grid.
- A.02 All part-time employees will receive eight and one-half (8.5%) percent in lieu of benefits under Articles 12 (except 12.02), 14, and 17 (except 17.07).

<b><u>STEP</u></b>	<b><u>April 1, 2016</u></b>	<b><u>April 1, 2017</u></b>
Start	\$31.45	\$32.21
1 Year	\$31.91	\$32.36
2 Years	\$32.45	\$32.90
3 Years	\$34.04	\$34.52
4 Years	\$35.65	\$36.15
5 Years	\$37.66	\$38.19
6 Years	\$39.68	\$40.24
7 Years	\$41.72	\$42.30
8 Years	\$44.68	\$45.31
25 Years	\$45.47	\$46.11

Part-time wage schedule to be amended appropriately.

- A.03 All changes in salary, whether the result of promotion, demotion, filing with the Employer proof of registration or attainment of a certain anniversary, shall be effective on the date of such occurrence.
- A.04 A nurse who is assigned the responsibility of relieving the Director of Nursing shall be compensated at the rate of ten dollars (\$10.00) per shift for such assignment.
- A.05 Annual increments shall be paid on each full-time nurse's anniversary date of employment, and after each fifteen hundred (1500) paid hours, in the case of part-time nurses.
- A.06 Nurses who change their status from full-time to part-time and vice versa will maintain their same level on the salary grid. In addition, a nurse who is so transferred will receive full credit for service accumulated since date of last advancement.
- A.07 When the duties of a position covered in this Agreement are changed or when a new position appropriately covered by this Agreement is established, notification of the change or the new position, and the job description will be forwarded to the Association, and the salary shall be negotiated. If the parties are unable to agree, such a dispute may be submitted to arbitration, in accordance with the arbitration procedures set out in this Collective Agreement. The salary shall be retroactive to the time the position was first filled by the nurse.



**SCHEDULE "A"**

B.01 The parties are agreed that the roster of Chairpersons for the independent Assessment Committee as provided in this Agreement shall be:

1. Ms. Eleanor Plain  
1684 Middle Road  
Kingston, ON K7L 5H6  
Telephone: 613-549-3219  
E-mail: [Eleanor.plain@sympatico.ca](mailto:Eleanor.plain@sympatico.ca)
  
2. Ms. Anitta Robertson  
198 Corner Ridge Road  
Aurora, ON L4G 6L5  
Telephone: 905-727-3072  
Fax: 905-727-3624  
E-mail: [aanddrobertson@sympatico.ca](mailto:aanddrobertson@sympatico.ca)

The selection of the Chairperson shall be in rotation and by numerical order commencing with number 1 above.

## LETTER OF UNDERSTANDING

BETWEEN:

**BLUE WATER REST HOME**  
(Hereinafter referred to as the "Employer")

AND:

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

**Whereas**, the *Employment Insurance Act* changed effective January 1, 2017 by reducing the waiting period;

**And whereas**, the parties to the collective agreement agreed to amend the collective agreement to reflect the legislative changes;

**Therefore**, the parties agree to amend the collective agreement to read as follows:

### **ARTICLE 14 - SICK LEAVE**

14.01 Income protection is payable when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the Workplace Health and Safety Insurance Act. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during time of such illness.

- (a) The Employer will pay 100% of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury up to the end of the 1st calendar week of such illness or injury. Payment under weekly indemnity will be 70% of straight-time scheduled wages lost.
- (b) The employee shall apply for E.I. sick leave for weeks 2 through 16 of any legitimate illness or injury. The Employer will top-up these benefits to 70% of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive 70% of her straight time wages for weeks 2 through 16 of any legitimate illness or injury but shall not be eligible for benefits under (c) below.
- (c) The Employer will pay 100% of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury for weeks 17 through 30 of such illness or injury. Payment under weekly indemnity will be 70% of scheduled straight-time wages lost.

It is understood, (subsequent to initial implementation), that this benefit commences like all other insurances, after the third month of employment.

**11.06      Pregnancy and Parental Leave** remains unchanged

Dated at Zurich, Ontario, this 20th day of June, 2017.

FOR THE EMPLOYER

Angie Dunn  
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FOR THE UNION

Philip Sarides  
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Labour Relations Officer

Deb Damsma BUP  
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B. Wiendels RN  
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Mary B. McGuire RN  
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