

**COLLECTIVE AGREEMENT**

BETWEEN:

**BELVEDERE HEIGHTS HOME FOR THE AGED**  
(hereinafter referred to as the "Employer")

AND:

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

**EXPIRY: MARCH 31, 2023**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory hours of work, wages and working conditions for the nurses covered by this Agreement. It provides for an ongoing means of communication between the Association and the Employer for the purpose of discussing matters of mutual interest. It also provides means for the prompt settlement of grievances and for the final settlement of disputes.
- 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.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Association as the sole bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Belvedere Heights Home for the Aged, Parry Sound, save and except the (Director of Nursing) Director of Care, one (Assistant Director of Nursing) Assistant Director of Care and persons above the rank of (Director of Nursing) Director of Care. When the position of RAI Coordinator is held by a Registered Nurse, it will be included in the bargaining unit.
- 2.02 (a) There are three categories of part time nurses - regular part time, casual part time, and temporary.
- (b) A part-time nurse is a nurse who is regularly scheduled for less than full time hours. A part-time nurse shall retain that status when working as a temporary replacement for a full-time nurse or nurses absent due to vacation or other reasons or on a special short term assignment.
- (c) A casual nurse is a nurse who is called in when the regular part-time are not available and must work only if they have agreed to be scheduled for the shift. A casual nurse shall retain that status when working as a temporary replacement for nurses absent due to vacation or other reasons or on a special short-term assignment.
- (d) Temporary Nurse
- A temporary nurse is one who is required to replace a full-time and/or part-time nurse who is on vacation or on approved leave of absence, sick leave, WSIB, or who is required for a special short-term assignment not to exceed six (6) months unless the parties mutually agree in writing to an extension. A nurse hired as temporary

replacement shall be advised in writing at the time of hiring of her temporary status and the duration of the employment.

Temporary nurses shall not accrue seniority under the terms of this Agreement. If a temporary nurse is subsequently hired as a full or part-time nurse s/he shall be credited with seniority to his/her original date of hire upon successful completion of a probationary period. The discharge

of a temporary nurse shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

- 2.03 Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the context so requires. Wherever the term Nurse is used in this Agreement, it includes Registered Nurses General Class, Temporary Class, Extended Class (Nurse Practitioner) and RAI Coordinators when the position is held by a Registered Nurse.
- 2.04 (a) A Registered Nurse in the General Class is a person who has met all of the registration requirements of the College of Nurses of Ontario for that Class and who works within the terms, limitations and conditions of the Class.
- (b) If a nurse has restrictions or conditions placed on her Certificate of Competence that prevent the nurse from doing her regular duties in the Home, the parties agree to meet within fourteen (14) calendar days, exclusive of holidays, to discuss such restrictions imposed by the College.
- (c) A Registered Nurse in the Extended Class is a person who has met all of the registration requirements of the College of Nurses of Ontario for that Class and who works within the terms, limitations and conditions of the Class.
- 2.05 A Registered Nurse in the Temporary Class is a person who has met all of the requirements for the General Class except completing the registration exam. Such persons practice under the terms, limitations and conditions of the Class. Failure to complete registration within the period prescribed by the College of Nurses of Ontario may result in termination without recourse to the grievance and arbitration provisions of this Agreement.

### **ARTICLE 3 - NO DISCRIMINATION**

- 3.01 The Employer and the Association agree that there will be no discrimination, harassment, intimidation, interference, restriction or coercion exercised or practised by any of its representatives or members with respect to any nurse because of her membership or non-membership in the Association, and that there will be no Association activity or solicitation for membership on the

Employer's premises except with the written permission of the Employer or as specifically provided for in this Agreement.

3.02 It is agreed that there will be no discrimination or harassment by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, national origin, handicap, sex, sexual orientation, marital status, gender identity, gender expression, age, record of offences, religious affiliation in accordance with those terms as they are defined by the Ontario Human Rights Code, or any other factor which is not pertinent to the employment relationship.

3.03 For the purpose of this Agreement and the benefits herein, a "common-law relationship" is said to exist when an employee has a spousal relationship with another person of the same or opposite sex for at least one year and have made a declaration under the *Income Tax Act*.

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. A copy of the "common-law" spousal declaration may be required by the Employer prior to granting benefits.

3.04 The Home and the Association recognize their joint duty to accommodate employees with disabilities in accordance with the provisions of the *Ontario Human Rights Code*.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

4.01 The Employer agrees that there will be no lockouts and the Association agrees that there will be no strikes during the term of operation of this Agreement.

The term "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

#### **ARTICLE 5 - MANAGEMENT FUNCTIONS**

5.01 The Association acknowledges and recognizes that the management of the Home and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer 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 Employer to:

(a) Maintain order, discipline and efficiency;

- (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without just cause by a nurse who has completed her probationary period may be the 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 the working establishment for any service, 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.

5.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

- 5.03
- (a) The parties acknowledge that the Home is governed by the *Long-Term Care Homes Act* and regulations under the Act, and other legislation including any successor legislation and various related statutes and the regulations there under. It is agreed between the parties hereto that if there is any conflict in any way between these Acts or regulations and the provisions of this agreement, then the provisions of the Act or any regulations pursuant thereto shall govern. This agreement is further subject to the terms of the Service Agreement between the Employer and the Ministry of Health and Long Term Care of the Province of Ontario.
  - (b) In the event that any provision of this agreement is found to be invalid, owing to a conflict with the *Long-Term Care Homes Act* or any other legislation, the other provisions of the agreement shall continue and the parties shall meet within sixty (60) days to agree upon a replacement provision.

## **ARTICLE 6 - ASSOCIATION SECURITY**

- 6.01 The Employer agrees to deduct from the pay due to each nurse a sum equal to the monthly Association dues of each nurse. The Employer will remit to the Association monthly by the 20th day of the following month this cheque for the dues so deducted.
- 6.02 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.

- 6.03 The amount of the regular monthly dues shall be those authorized by the Association. The Association shall notify the Employer giving at least thirty (30) days notice of any changes therein, and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 6.04 In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 6.05 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, their telephone number, their work site (if the bargaining unit covers more than one site), and the nurses' social insurance numbers, amount of dues deducted, the job classification, and status of the nurses. The list shall also include name changes, 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 leaves of absence. A copy of this list will be sent concurrently to the local Union. The Employer shall provide the information provided in an electronic format. The Employer will also identify the dues month, arrears or adjustment payments with explanation, name(s) of the bargaining unit, cheque date and number as well as 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.
- 6.06 The Employer shall provide each nurse with a statement of dues deducted which shall be included on the T-4 Statement of Remuneration for income tax purposes.
- 6.07 (a) The Employer agrees to discuss with the Ontario Nurses' Association any proposed use of R.P.N.'s or other Health Care Personnel to perform work that is currently being performed by Registered Nurses that will result in the lay-off of any member of the Bargaining Unit.
- 6.08 Work of the Bargaining Unit
- i) 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:
- A) for purposes of instruction,
- B) in the event of an emergency situation,

- C) when performing developmental or experimental work, or
  - D) when employees are not available due to an employee not reporting for work as scheduled or not being available for work.
- ii) 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.
  - iii) When it is decided to not fill a position following an employee's resignation, the Home will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representation on this matter.

6.09 The Employer agrees that an officer of the Union or Union representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse.

## **ARTICLE 7 - ASSOCIATION REPRESENTATION**

7.01 The Employer acknowledges the right of the Association to appoint or otherwise select from amongst the nurses who are covered by this Agreement, two nurse representatives who have completed their probationary period, provided that one representative only shall be made available to assist nurses in the processing of grievances arising out of the provisions of the Agreement.

The employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the employer for the purpose of attending Labour- Management meetings or Grievance meetings, provided arrangements are made with the Administrator in advance. Such representatives shall have access to the premises only with the approval of the Administrator which will not be unreasonably withheld.

7.02 It is understood that the representatives of the Association have their regular work to perform on behalf of the Employer. Should it be necessary for a nurse representative to service a grievance during their working hours, she shall not leave her work without first obtaining the permission of the Director of Care, which permission shall not be unreasonably withheld. When resuming her regular work she shall again report to the Director of Care. In accordance with this understanding, such nurses will be compensated by the Employer to the extent of their regular pay for reasonable time spent in matters arising out of this



Agreement. Compensation will not be allowed for time spent outside of the nurse's regular working hours.

### 7.03 Attendance Management

Days of absence arising out of a 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 Article 11, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

7.04 The Employer agrees to recognize a negotiating committee composed of two (2) Association members whose function shall be to negotiate renewals of this Collective Agreement. If the negotiating committee meets on a day the nurse would otherwise be scheduled to work, the nurse shall be granted time off. Members of the negotiating committee shall be paid at their regular rate for all regularly scheduled working hours lost due to attending meetings with the Employer up to and including conciliation.

- 7.05
- (a) There shall be a Home-Association Committee comprised of representatives of the Home, one of whom shall be the Director of Care or her designate, and of the Association, one of whom shall be the Local President or her designate. 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 20. 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 this record shall be provided to Committee members.

- (c) The purpose of the Committee includes:
  - (1) 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;

- (2) dealing with complaints referred to it in accordance with the provisions of Article 20, Professional Responsibility;
- (3) discussing and reviewing matters relating to orientation and in-service programs.
- (d) The Home agrees to pay for time lost during regular working hours for representatives of the Association attending at such meetings.

## 7.06

Joint Health and Safety Committee

- (a) The Employer and the Association agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.
- (b) The Association shall appoint one (1) employee member to the Joint Health and Safety Committee.
- (c) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (d) All time spent by a member of the Joint Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Employer at her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.
- (e) The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in S.51, S.52 and S.53 of the Act and 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.
- (f) The Union will use its best efforts to obtain full cooperation of membership in compliance of all safety rules and practices.
- (g) Copies of the minutes from the meeting shall be posted on the Occupational Health and Safety Board.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the

pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.

(i) Infectious Diseases

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

To achieve this objective, the Joint 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 endeavour to provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

(j) 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

7.07 The Association will provide the Employer with a list of personnel, showing its Officers and Nurse Representatives. This list will be revised when changes occur. The Employer shall not be obliged to recognize such personnel prior to the receipt of said list.

7.08 Modified Work

(a) The Employer and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating employees who have a work related illness, injury or permanent disability to enable their safe return to work.

(b) The Employer will notify the Contact Person of the Local of names of all nurses who go off work due to a work related injury for one (1) month or more.

(c) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Home will notify and meet with a member of the Local Executive.

7.09 The Employer agrees to provide the employee with a copy of the Workplace Safety and Insurance Board's (WSIB) Form 7 at the same time as it is sent to the

Board and the employee agrees to provide the Employer with a copy of similar documents she sends to the Workplace Safety and Insurance Board.

7.10 Violence Prevention and Control

(a) The Employer in consultation with the Joint Health and Safety Committee shall develop, establish and put into effect, violence prevention and control measures, procedures, practices, equipment and training for the health and safety of workers.

Violence prevention and control measures, procedures and practices equipment and training shall be provided to all employees during new employee orientation and reviewed annually.

Critical incident stress debriefing and post-traumatic counselling services shall be made available for employees.

i) Violence at work includes any incident in which an employee is physically abused, threatened or assaulted while performing work. This includes sexual violence, the application of force and threats with or without weapons. Such incidents will not be condoned. An employee who believes she has been subject to such an incident shall report this to a supervisor who will take every reasonable precaution in the circumstances for the protection of the employee.

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

iii) The Home will provide reimbursement, to a reasonable limit, to an employee whose personal property is damaged as a result of an assault by a resident provided the damage has not occurred in part because the employee has not observed the precautions noted in a resident file, in a policy, in written communication or given in Report.

(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 be limited to:

i) Assessing and reassessing risk;

- ii) Control risks;
  - 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 and the Union recognize the Employer's obligation under *Section 25 (2) (h)* to take every precaution reasonable to protect employees and *Section 32.0.5 (3)* of the *OHSA* to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent behaviour.

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 behavior. Such a system shall include flagging measures such as:

- i) Information about individual residents triggers;
- ii) Pre-admitting checklist;
- iii) Computerized record of resident's history of violence;
- iv) Readily visible signage on the outside of the resident chart;
- v) Visible notation on the face sheet of the resident chart;
- vi) Signage for resident room doors;
- vii) Signage at bedside if multiple occupancy room and;

- viii) A method to communicate pertinent information about a resident and associated visitor to all employees.

7.11 Needle Stick/Sharp Safety Alternative

The Employer in consultation with the Joint health and Safety Committee shall develop, establish and put into effect, needle stick/sharps injury prevention and control measures, procedures, practices, equipment and training for the health and safety of workers.

The Employer will provide training on needle stick/sharps injury prevention and control measures, procedures, practices, equipment and training. The program shall be reviewed and revised as required in light of the current knowledge and practice.

7.12 Personal Protective Equipment

Where personal protective equipment is required in the workplace, the Employer and the Union agree that the parties shall comply with the provisions of the *Health and Safety Act* and shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act, s. 25 (2) (h)*]

When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable actions(s) including but not limited to, providing readily accessible personal protective equipment, that reduces risk and protects employees.

The Employer will ensure adequate stocks of the N95 respirator or equivalent or better to be made available to nurses at short notice in the event there are reasonable indications of the emergence of a pandemic, epidemic, or outbreak of an infectious disease in community served by the Home.

7.13 Workplace Harassment Means:

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or

Workplace Sexual Harassment:

- (b) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or

- (c) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Ref: *Occupational Health and Safety Act, Sec. 1 (1)*.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 It is the mutual desire of the parties to adjust complaints and grievances as quickly as possible.

Complaints arising from the interpretation, application, administration or an alleged violation of this Agreement, shall be defined as grievances and dealt with as hereinafter provided.

However, it is understood that a nurse has no grievance until she has given the Director of Care an opportunity of adjusting her complaint. Such complaint shall be discussed verbally with the Director of Care within fourteen (14) calendar days after the date upon which the circumstances giving rise to the grievance originated or occurred. Failing satisfactory resolution within seven (7) calendar days by the Director of Care, the grievance shall be processed and dealt with in accordance with the terms and provisions of this Article.

### **Step One**

The nurse shall submit a written grievance, signed by her, to the Director of Care or her designate within seven (7) calendar days after the date upon which the Director of Care gave her reply to the complaint. The nurse may be assisted by the nurse representative if she so desires.

The nature of the grievance, the remedy sought, and the sections of the Agreement which are alleged to have been violated shall be set out in the grievance in the prescribed form. The Director of Care shall deliver her decision in writing within seven (7) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

### **Step Two**

Within seven (7) calendar days following the decision under Step One, the nurse shall submit the written grievance to the Administrator or his designate. A meeting will then be held between Management and the nurse representative and the nurse involved within fourteen (14) calendar days following the advancement of the grievance to this step. The Labour Relations Officer of the Association may attend such meeting as may an outside consultant for Management. The decision of the Administrator or his designate shall be given in writing after consultation with the Board of

Management where necessary within fourteen (14) calendar days of the Step Two meeting, or such additional period as is necessary to permit consultation with the Board of Management, which shall not, however, exceed fourteen (14) calendar days. In the event the decision of the Administrator or his designate is not satisfactory to the grievor, the grievor may refer the matter to arbitration in accordance with the provisions of this Agreement.

### Mediation

In the event the decision of the Administrator or his designate is not satisfactory to the grievor, the Association may refer the matter to mediation. If no request for mediation is received within fourteen (14) calendar days from the date of the decision or from the date the decision ought to be given under step 2, the grievance shall be deemed settled.

If the parties are unable to agree upon a mediator within thirty (30) days of the matter being referred to mediation, the Association may refer the matter to arbitration. If no written request for mediation is received within fourteen (14) calendar days of the expiry of the period for selecting a mediator, the grievance shall be deemed settled.

If a mediator has been agreed to and the parties are unable to resolve the matter with the assistance of the mediator, the Association may refer the matter to arbitration within fourteen (14) calendar days of the mediation session.

A nurse may be accompanied by her nurse representative at any stage of the grievance procedure including the complaint stage.

- 8.02 A grievance arising directly between the Employer and the Association concerning the interpretation, application, administration or an alleged violation of this Agreement shall be originated at Step Two of the grievance procedure. However, it is understood that the provisions of this paragraph may not be used by the Association to institute a grievance directly affecting a nurse which a nurse could herself institute and the regular grievance procedure shall not be thereby bypassed. Any grievance by the Employer or the Association shall be commenced within twenty-one (21) calendar days after the circumstances giving rise to the complaint have occurred.
- 8.03 (a) It is agreed that the release of a probationary nurse shall not be the subject of a grievance unless the probationary nurse is released for exercising a right under this Agreement or contrary to Article 3.
- (b) A claim by a nurse who has completed her probationary period that she has been unjustly discharged or disciplined, shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator (Step Two) within fourteen (14) calendar days, exclusive of holidays, for notice of discharge or discipline.



- 8.04 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Association shall be final and binding upon the Employer, the Association and the nurses.
- 8.05 All time limits referred to in the grievance procedure and the arbitration procedure shall be construed as mandatory. Notwithstanding the foregoing, the parties may agree in writing to waive or extend any of the time limits established in the grievance and arbitration procedure.

## **ARTICLE 9 - ARBITRATION**

- 9.01 Failing settlement under the grievance procedure of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, either party may within fourteen (14) calendar days following a reply in the final step of the grievance procedure, submit such grievance to arbitration as set out hereunder.
- 9.02 The notice shall be in writing addressed to the other party and shall contain the name of the first [1st] party's appointee to the Board of Arbitration.
- 9.03 Within fourteen (14) calendar days thereafter the recipient of the notice shall inform the other party of the name of its appointee to the Board.
- 9.04 The two (2) appointees shall within fourteen (14) calendar days of the appointment of the second [2nd] of them, select a third [3rd] person who shall be the Chairperson. If the two (2) parties fail to agree upon a Chairperson within the time prescribed, either party may request the Minister of Labour to appoint a Chairperson.
- 9.05 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.06 (a) The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any provision in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.
- (b) Where the Arbitration Board determines that a nurse has been discharged, suspended or otherwise disciplined by the Employer for cause and there is no specific penalty for the infraction agreed to by the Employer and the Association as comprising a part hereof, the Arbitration Board may substitute such other penalty as the Arbitration Board deems just and reasonable in all the circumstances.

- 9.07 No matter shall be dealt with at Arbitration which has not been properly carried through all the previous steps of the grievance procedure.
- 9.08 The written decision of the majority of the Board of Arbitration or if there is no majority, of the Chairperson shall be final and binding upon the Employer, the Association and the nurse or nurses concerned.
- 9.09 Each of the parties will bear the expense of the Arbitrator appointed by it and each of them shall pay half the remuneration and expenses of the Chairperson.

## **ARTICLE 10 - SENIORITY**

- 10.01 (a) Seniority for full-time nurses shall be defined as the length of continuous service with the Employer since the last date of hire.
- (b) Seniority for part-time nurses shall be based on hours worked and accumulated since the last date of hire. Part-time nurses shall accumulate seniority and service on the basis of fifteen hundred (1500) hours worked and paid for equals one (1) year of seniority.
- 10.02 A nurse will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall her name be placed on a seniority list until she has worked four hundred and fifty (450) paid hours for the Employer from her most recent date of hire. Such nurse shall have no seniority rights and her employment may be terminated at any time without recourse to the grievance or arbitration provisions of this Agreement unless she is released for exercising a right under this Agreement. Upon satisfactory completion of the probationary period, the nurse's name shall be placed on a seniority list and given seniority retroactive to the date of her most recent hire. It is further agreed that the probationary period may be extended on the written consent of the Employer, nurse and Bargaining Unit President or her designate.
- 10.03 A seniority list showing the names of nurses who have completed the probationary period, their length of service with the Employer from the most recent date of hire, and who are covered by this Agreement, shall be posted by the Employer during the months of January and July. The bargaining unit president shall also receive a copy of the updated seniority list.
- 10.04 If, in the opinion of the Employer, which opinion shall not be made in a manner that is arbitrary, discriminatory, or in bad faith, the skill, ability, experience and qualifications are relatively equal between two or more nurses, seniority shall be the governing factor when decisions are made with regard to promotions, demotions, or transfers within the bargaining unit.
- 10.05 (a) In the case of vacancies other than temporary vacancies, of less than sixty (60) days the Employer shall post notices of such vacancies,

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 the posting will be provided to the Bargaining Unit president. The name(s) of the successful applicants shall be posted by the Employer.

- (b) Part-time nurses shall be given the first opportunity to temporary vacancies in excess of sixty (60) days.
- (c) Where the Employer is unable to fill a vacancy as described in 10.05 (a), the Employer and the Union shall meet to discuss an extension to the posting process or any other alternatives to filling the vacancy.

10.06

- (a) In the event of a permanent lay-off of nurses who have acquired seniority, the Employer agrees to lay-off nurses in the reverse order of seniority, provided that the nurses who remain are willing and qualified to do the work available. When recalling nurses after a lay-off, those last to be laid off will be the first to be recalled, provided the nurse to be recalled is willing and qualified to do the work available.

The Employer shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than eight (8) weeks' notice in writing of her lay-off in accordance with the following schedule.

Up to 2 years' service - 2 weeks' notice.

2 years or more, but less than 5 years' service - 4 weeks' notice.

5 years or more, but less than 7 years' service - 6 weeks' notice.

7 years or more of service - 8 weeks' notice.

Such notice will be handed to the nurse and a signed acknowledgement requested of the nurses at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. In all other cases of lay-off, the Home shall give each nurse in the bargaining unit who has acquired seniority not less than one (1) weeks' notice, provided, however, such notice shall not be required if the lay-off occurs because of unforeseeable circumstances such as fire, act of God, power failure, or equipment failure.

- (b) In the event of a proposed lay-off at the Home of a permanent or long-term nature, the Home will:
  - (1) provide the Local Association with no less than thirty (30) calendar days' notice of such lay-off; and

(2) meet with the Local Association to review the following:

- i) the reasons causing the lay-off;
- ii) the service which the Home will undertake after the lay-off;
- 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 lay-off shall be in accordance with the provisions of the Employment Standards Act.

10.07 Seniority shall be lost and a nurse shall be deemed to have left the employ of the Employer if she:

- (a) voluntarily quits her employment;
- (b) is discharged and not reinstated;
- (c) if she has been absent for three (3) consecutive days without leave, in the absence of a satisfactory reason.
- (d) is laid off for a period in excess of twenty-four (24) months;
- (e) fails to report to work within ten (10) days after notice of recall was sent by the Employer by registered mail at her last known address.

10.08 It shall be the responsibility of the nurse to keep the Home informed of her current address.

10.09 An employee, upon long-term layoff, at her or his own expense, may continue benefit coverage under article 17.01 for a period of up to twelve months following the layoff by arranging to pay the full premiums, in advance, on a quarterly basis. The actual number of months will be limited to the number permitted by the carrier.

10.10 Except as expressly provided otherwise in this agreement seniority shall be retained by a nurse in the event that she is transferred from full-time to part-time or vice-versa.

- (a) A part-time nurse who transfers to full-time shall be placed on the seniority list based on 1500 hours equals one-year of full-time seniority. The nurse's seniority date shall be adjusted accordingly.
- (b) A full-time nurse who transfers to part-time shall be placed on the seniority list based on one year of service equals 1500 hours of part-

time seniority. The nurse's seniority date shall be adjusted accordingly.

#### 10.11 Transfer outside of the Bargaining Unit

- (a) An employee who is transferred temporarily 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.

An employee who is transferred temporarily to a position outside of the bargaining unit for a period of more than three (3) months, but not more than fifteen (15) months, or in the case of pregnancy or parental leave up to eighteen (18) months shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

The union will be provided notice prior to the commencement of the transfer mentioned above.

An employee must remain in the bargaining unit for a period of at least five (5) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that an employee is transferred temporarily to a position outside of the bargaining unit for a period in excess of fifteen (15) months, or in the case of pregnancy or parental leave up to eighteen (18) months or a permanent position outside of the bargaining unit, she or he will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that an employee 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 agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the Union of names of any employees performing the duties of positions outside of the bargaining unit pursuant to Articles 10.11 and/or 14.06(a), the date the assignment commenced, the area of assignment and the duration of such assignments.

- (e) An employee who accepts a transfer under Article 10.11 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

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

11.01 The Employer may grant a leave of absence with or without pay to any nurse for reasons stipulated in the Employment Standards Act or elsewhere in this Agreement. Requests for leaves of absence shall be in writing. Such leave shall not be unreasonably withheld.

### 11.02 Pregnancy Leave/Parental Leave

(a) The Employer will grant pregnancy and parental leaves in accordance with the *Employment Standards Act*.

(b) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 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. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period. It is the responsibility of the nurse to submit her Employment Insurance statement to the Employer as soon as possible after receiving it to enable the processing of SUB payments. The benefit will begin with the pay period during which the statement was received by the Employer and there will be retroactive payment for prior pay periods. Benefits shall continue for a maximum period of 15 weeks so long as the nurse is in receipt of pregnancy benefits under the Act. The nurse's regular weekly earnings shall be

determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks). SUB calculations for part-time employees shall include percentage in-lieu.

The employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payments in respect of guaranteed annual remuneration or in

respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

### Parental Leave

- (c) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy five percent (75%) eighty-four percent (84%) effective the date of ratification) of the nurse's regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period. It is the responsibility of the nurse to submit her Employment Insurance statement to the Employer as soon as possible after receiving it to enable the processing of SUB payments. The benefit will begin with the pay period during which the statement was received by the Employer and there will be retroactive payment for prior pay periods. Benefits shall continue for a maximum period of 10 weeks so long as the nurse is in receipt of pregnancy benefits under the Act. The nurse's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on her last day worked prior to the commencement of the leave times his/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 (currently 26 weeks).

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

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Home will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the Employment Insurance Act."

- 11.03 (a) A full-time nurse will be allowed up to five (5) consecutive calendar days off without loss of pay, seniority and benefits in conjunction with the day of

the funeral or memorial service (or equivalent) of her immediate family. Immediate family shall mean father, mother, father-in-law, mother-in-law, step-parent, sister-in-law, brother-in-law, spouse whether legally married or not, child, step-child, brother, sister, grandmother, grandfather and grandchild, son-in-law or daughter-in-law. A full-time nurse shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or memorial service (or equivalent) of his/her aunt, uncle, niece or nephew. A nurse will not be eligible to receive payment under this Article for any period in which she is receiving any other payments, except as otherwise provided for in this Agreement.

Part-time nurses will be entitled to the foregoing allowance provided that they are scheduled to work on the days allowed.

- (b) The Employer, at its discretion, may grant additional leave without pay. Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding four (4) days in total, in order to accommodate religious and cultural diversity.

11.04 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 in connection with a case arising from the nurse's duties at the Home, the nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the nurse:

- (a) notifies the Employer 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 Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

11.05 Leave of absence without pay and without loss of seniority may be granted to full-time nurses with one (1) year or more seniority at the discretion of the Employer to attend educational courses beneficial to the nurse's professional development for up to one (1) year. Such leave shall not be unreasonably denied.

11.06 (a) No more than one (1) nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of the President, shall be granted leave of absence without pay to a total of sixty-five (65) days annually. There shall be no loss of seniority or credits for the purpose of this Agreement during such leaves of absence.



- (b) A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leaves of absence without loss of seniority and benefits up to two (2) years. During such leaves of absence, salary and benefits will be kept whole by the Employer, and the Association agrees to reimburse the Employer for such salary and benefits.

Such nurse agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.

- 11.07 Leave of Absence, without pay, for Association business up to an aggregate bargaining unit total of thirty (30) days during each twelve (12) months term of this agreement will be granted provided four (4) weeks advance notice is given to the Employer prior to the expected date of the commencement of such leave of absence and such leave of absence does not interfere with the continued efficient operation of the Home. Such leave shall not be unduly withheld. During such leave of absence, the nurse's salary shall be maintained by the Employer and the local Association agrees to reimburse the Home in the amount of the daily rate of the nurse. The Employer will bill the Local Association within a reasonable period of time. Not more than one nurse shall be absent on such leave at the same time.

11.08 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 one (1) week prior to the date of the posting of the schedule during which she or he is to return. 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.

- 11.09 If a nurse's absence without pay from the Home exceeds thirty (30) continuous calendar days, she will not accumulate service for the purposes of vacation entitlement and sick leave benefits for the period of the absence. In addition, a nurse will become responsible for full payment of subsidized employee benefits in which she is participating for the period of absence. In the case of unpaid approved absences in excess of eleven (11) administration days, the nurse may arrange with the Home to prepay the full premium of the subsidized employee benefits for the entire period of the leave to ensure coverage.

- 11.10 (a) If a Nurse requests days off sixty days or more in advance, the employer agrees to provide a response approving or denying it within two weeks on the employee request form, regarding stat, vacation or leave request made by any ONA member. Days requested off with less than 60 days in advance a response will be provided, approving or denying it, prior to the relevant schedule being posted, in addition to all articles in the Collective agreement. It is understood that if time is granted more senior employees whose request comes after the approval, cannot require a change in the approved time. Also, if a request is submitted after the posted schedule the employer will provide a response.
- (b) The ONA member and the manager can meet at the request of either party to discuss possible solutions to accommodate the request or alternate days. Meetings are not considered formal and can be conducted outside of  
  
the manager's office or by the managers designate in order to facilitate discussion by both sides in a timely manner.
- (c) If the leave cannot be accommodated, then an alternative day can be consider by both parties.

11.11 Family Medical Leave

- (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to twenty-eight (28) weeks within a fifty-two (52) week period.
- (b) A nurse who is on Family Medical Leave shall continue to accumulate seniority and service and the Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the nurse is participating during the leave, providing the nurse pays her share if any.
- (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 the same job the nurse had before the leave began or a comparable job, if the nurse's old job no longer exists and at the same rate of pay.

**ARTICLE 12 - BULLETIN BOARDS**

- 12.01 The Employer will provide space on the bulletin board in a mutually satisfactory location in the Home upon which the Association may post notices of Association meetings and other Association activities. All such

notices must be signed by the proper officer of the Association and submitted to the Director of Care for approval before being posted.

### **ARTICLE 13 - SICK LEAVE**

- 13.01 Pay for sick leave protects the nurse against loss of regular income when she is absent due to illness or injury, and will be granted to full-time nurses on the following basis:
- (a) Each nurse shall be entitled to sick leave at the rate of one and one-half days per month of active employment after completion of their probationary period, provided that following the completion of the probationary period the entitlement will be cumulative from the date of employment.
  - (b) All unused sick leave may be accumulated to the credit of the nurse to a maximum of one hundred and seventy-six (176) days;
  - (c) A nurse who wishes to have full wages while on WSIB may take the balance from her accumulated sick leave credits.
- 13.02 A nurse who returns to full-time service from part-time service shall have reinstated any sick leave credits accumulated during previous full-time service, provided that her employment with the Home has remained unbroken since the time of full-time service.
- 13.03 Part-time nurses shall not be entitled to paid sick leave.
- 13.04 There shall be no pay deduction from a nurse's regular scheduled tour when a nurse has completed three (3) hours of the tour prior to going on sick leave benefits or WSIB benefits.

### **ARTICLE 14 - HOURS OF WORK**

- 14.01 The normal work schedule shall be composed of seven point five (7.5) hour shifts with an average of thirty-seven point five (37.5) hours per week over a two (2) week period exclusive of a one-half-hour ( $\frac{1}{2}$ ) unpaid meal period. It is understood, however, that this does not constitute a guarantee as to either hours of work or working schedule.
- 14.02 A paid rest period of fifteen (15) minutes will be granted during each half shift.
- 14.03 (a) If a nurse is required to work in excess of the hours set out in Article 14.01, she shall receive overtime premium of one and one-half ( $1\frac{1}{2}$ ) times her regular straight time hourly rate, such nurse shall have the option of electing payment at the applicable premium rate or time off

equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half [1½] then time off shall be at time and one-half [1½]) at a mutually agreeable time. This election must be communicated to the Employer in writing within 24 hours of the completion of the shift or the nurse shall be deemed to have elected to be paid .

- (b) Where a Nurse is working on a shift and wishes to leave the facility during her unpaid meal break, but is unable to do so because there is no other Registered Nurse at work during the same shift to relieve her, such Nurse shall remain on site. In such a case, she shall be paid for the entire meal break at straight time.

14.04 Double the equivalent hourly rate will be paid to a nurse as follows:

For all work performed in excess of seven and one half (7.5) hours where a nurse works on a paid holiday or on a day for which she received one and one-half (1½) times her regular straight time hourly rate.

14.05 Shift Premium

- (a) A nurse will be paid a premium of two dollars and twenty-five cents (\$2.25) per hour when the majority of hours worked fall between 1500-2300.
- (b) A nurse will be paid a premium of two dollars and sixty-five cents (\$2.65) (two dollars and eighty-eight cents (\$2.88) effective the date of ratification) per hour for each hour worked on the night shift.

14.06 Responsibility

- (a) Where the Employer temporarily assigns an Employee to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one (1) full tour or more, at times when the incumbent in any such classification would otherwise be working, the employee shall be paid a premium of one dollar and fifty cents (\$1.50) (two dollars (\$2.00) effective the date of ratification) per hour for such duty in addition to her or his regular salary. The Employer agrees that it will not make work assignments which will violate the purpose and intent of this provision.
- (b) If a nurse has been assigned the overall responsibility for resident care in the Home for a tour of duty, they shall be paid a premium of eighty cents (\$.80) per hour in addition to her regular salary and applicable premium allowance, effective the first pay period after ratification the rate shall increase to ninety cents (\$.90).

14.07

The Employer will endeavour to maintain its present practice of scheduling, and to achieve the following objectives in the formation of working schedules:

- (a) In each two (2) week period, two (2) consecutive days off will be scheduled, and nurses may be scheduled to work more than five (5), but no more than seven (7) consecutive days.
- (b) The employer will schedule every second [2<sup>nd</sup>] weekend off for full-time nurses, and every third [3<sup>rd</sup>] weekend off for part-time nurses. The employer will endeavour to provide a greater entitlement to part-time nurses. Should a nurse be required to work three (3) consecutive weekends or more, she/he shall be paid premium pay of time and one half for the third [3<sup>rd</sup>] weekend and for each succeeding weekend worked until a weekend is scheduled off, save and except where:
  - (i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - (ii) such nurse has requested weekend work in writing and has expressly waived premium pay under this provision: or
  - (iii) such weekend is worked as a result of an exchange of shift with another nurse.

For the purposes of defining a weekend, it shall be at least fifty-six (56) consecutive hours off, unless mutually agreed.

- (c) Schedules will be posted two (2) weeks in advance for a minimum of a four (4) week and a maximum of a six (6) week period. Specific requests must be submitted one (1) week prior to posting.

Requests for time off after the posting of the schedules will be considered on an individual basis and will not be unreasonably denied.

- (d) Requests for changes in posted schedules may be made in writing, provided they are co-signed by the nurse willing to exchange days off or tours of duty. However, such requests if granted, shall not result in overtime compensation or payment to any of the nurses affected.
- (e) There shall be at least two (2) shifts off work between shifts, and at least forty-eight (48) hours' time off following night duty.
- (f) Split shifts will not be scheduled.
- (g) If a nurse reports for work at her regularly scheduled time for her tour, not having previously been told not to report by the employer, she will be entitled to a minimum of four (4) hours' pay at her regular rate.

- (h) A nurse, who has left the Employer's premises and who is called in to work outside her regular scheduled hours, shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours at time and one-half (1½), effective date of ratification, provided she has completed her previously scheduled shift, and except to the extent that this four (4) hour period overlaps into her next regular shift, in which case she shall receive premium pay only for the hours actually worked prior to the commencement of her regular shift.
- (i) The employer will endeavour to schedule full-time nurses on a master cyclical rotation, except for the period from December 15 to January 10.
- (j) Additional shifts available on the schedule after the full-time nurses have been scheduled shall be distributed relatively equal amongst regular part-time employees over each posted work schedule. Excess shifts shall be assigned by seniority to the regular part-time nurses.
- (k)
  - i) Additional shifts which become available after the schedule has been posted shall be offered to regular part-time employees in order of seniority. If no regular part-time nurse accepts the shift or no regular part-time is available except at premium rates, the shifts shall be offered to a casual nurse.
  - ii) Where premium (overtime) shifts become available such shifts shall be offered to regular scheduled employees on the basis of seniority, then to casual part-time employees on the basis of seniority. For the purpose of this paragraph the seniority of employees shall be as listed on the most recent seniority list under 10.03 except for employees hired since that list was prepared who shall be added to the bottom of the list in the order in which they were hired identifying their status (full-time, part-time, casual part-time).
- (l) If the employee is required to work with less than the time off required in 14.07 (a), (b) or (e), they shall be paid at the rate of time and one-half (1½) for the hours worked on such shifts. The premium does not apply if the shift is worked as a result of an employee request, exchange of shifts pursuant to 14.07(d), or a change of scheduled weekends off to accommodate Christmas and New Years.
- (m) Night shift 2300 to 0700 will be the first shift of the day. Nurses will not be required to work all three shifts in one week unless agreed by the nurse.

- 14.08 (a) Once posted, work schedules shall not be altered by the Employer except in the case of emergency or unless someone is returning after an approved leave or illness. In such cases, the employer shall give maximum notice reasonable under the circumstances.
- (b) Where a nurse is called in to work a regular shift less than two (2) hours prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then she will be paid a full tour provided that she works until the normal completion of the tour.
- (c) If the Employer provides less than twenty-four (24) hours' notice of a change to a full-time employee's schedule, the employee shall receive premium pay for the next shift worked. It is agreed that an additional shift offered and accepted does not constitute a change in schedule.
- 14.09 It is understood that there will be no duplication of premiums under this Agreement nor pyramiding of overtime.
- 14.10 Nurses will be scheduled to work either Christmas or New Years but will not be scheduled to work on both of these during the same holiday season unless by consent. The day will alternate from the previous year. Staff schedules will be adjusted to accommodate the above noted provisions and posted by November 25<sup>th</sup>.
- 14.11 (a) i) Registered Nurses who rotate will work either days and evenings or days and nights. Individual shift preference will be considered.
- ii) Day, evening and night shifts will be distributed equitably among all the regular part-time nurses to ensure that regular part-time nurses work on all of the three shifts.
- iii) In order to maintain competence and attend in-service training, nurses not working days or evenings will be scheduled to attend in-service training and may be scheduled to work up to five (5) day or evening tours each year.
- (b) Employees will be required to attend designated health and safety training, emergency measures training and other training designated from time to time by the Employer or as required by legislation. At least two weeks advance notice shall be given for such training where practical. Employees will be paid their regular straight time hourly wage for all time in attendance at the training session.

14.12 Weekend Premium

A nurse shall be paid a weekend premium of two dollars and eighty (2.80) (three dollars and four cents (\$3.04) effective the date of ratification) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

**ARTICLE 15 - PAID HOLIDAYS**

15.01 For the purpose of this Agreement, the following days will be recognized as paid holidays for full-time nurses.

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day
Labour Day	Nurse's Anniversary Date (non-premium)

It is agreed that in the event a day is proclaimed as a statutory holiday by the Government of Canada or the Province of Ontario, such day shall be substituted for the eleventh holiday provided for under this Collective Agreement.

15.02 In order to qualify for holiday pay, a full-time nurse must work her last scheduled tour immediately preceding and her first [1st] scheduled tour immediately following the holiday, unless excused from doing so by the Employer, the approval of which will not be unreasonably withheld.

15.03 (a) A full-time nurse who is required to work on a paid holiday shall be paid one and one-half (1 ½) times her regular straight time hourly rate for all hours worked on such holiday. In addition, if she qualifies under the provisions of Article 15.02, she will be given a lieu day off with pay at her regular straight time hourly rate of pay to be taken at a mutually agreeable time following the holiday.

(b) Nurses who have not taken or prescheduled accumulated lieu holidays prior to December 15<sup>th</sup> shall have the balance paid out in the first pay period following December 1<sup>st</sup>.

15.04 If a paid holiday is observed during a full-time nurse's vacation period, she shall be granted a lieu day off on a mutually agreeable date provided that the conditions set out in Article 15.02 are met.

15.05 For the purpose of this Article, a nurse will be considered to have worked on a paid holiday if the majority of the hours worked fall on the paid holiday.



- 15.06 Holiday pay shall be defined as the amount of straight time pay, which the nurse would have received if she had worked the normal daily shift as provided in Article 14.01.
- 15.07 Part-time nurses shall receive time and one-half (1½) their regular rate of pay for all hours worked on the paid holidays set out in Article 15.01.
- 15.08 If a nurse requests lieu days off sixty (60) days or more in advance, she will receive a reply within two weeks of making her request.

## **ARTICLE 16 - VACATIONS**

- 16.01 The vacation period for all nurses will be from January 2 to December 15<sup>th</sup> in each year.
- 16.02 On March 1<sup>st</sup> of each year, the Employer shall post a blank vacation schedule sheet. Between March 1<sup>st</sup> and April 1<sup>st</sup> each nurse, on a seniority basis, shall indicate their choice of vacation time. Employees shall not be entitled to use their seniority to take more than three weeks vacation between June 15<sup>th</sup> and September 15<sup>th</sup>.
- The Employer shall post the approved vacation schedule by April 15<sup>th</sup>. The vacation schedule shall not be changed except with the consent of the Employer and the nurse concerned. Management shall post a blended seniority list (FT/PT) showing years of service.
- 16.03 (a) Nurses requesting vacation outside the approved vacation schedule shall submit their request in writing. Such requests will be considered based on the order in which they were received and may be scheduled by mutual agreement with the Director of Care. She will receive a reply within two weeks of making the request.
- (b) A nurse may elect to set aside up to seven (7) vacation days off each year to be taken as individual vacation days. The nurse will submit a written request in accordance with 14.07(c) and the day will be scheduled by mutual agreement.
- (c) Full-time nurses may carry forward up to five (5) days of their vacation entitlement into the next vacation year when requested in writing before November 15<sup>th</sup> and approved by the Director of Care. The carry over vacation must be taken before April 15<sup>th</sup>.
- 16.04 The Employer shall maintain the right to limit the number of nurses off on vacation at any one time.
- 16.05 A nurse shall accumulate his/her vacation time and earnings entitlement based on the applicable schedules in Article 16.06 and 16.07 in the calendar

year (January 1 to December 31) prior to the year in which vacation is to be taken. Vacation may not be carried over into a subsequent year except as provided in 16.03(c).

16.06 (a) Full-time Nurses Vacation Schedule

Employee service at January 1 <sup>st</sup>	Time Off	Vacation Earnings
Less than 3 years	3 weeks	6%
3 years but less than 11 years	4 weeks	8%
11 years but less than 20 years	5 weeks	10%
20 years but less than 25 years	6 weeks	12%
25 years and over	7 weeks	14%

(b) Part-time Nurses Vacation Schedule

Employee service at January 1 <sup>st</sup>	Time Off	Vacation Earnings
Less than 4,500 hours	3 weeks	6%
4,500 hours but less than 16,500 hours	4 weeks	8%
16,500 hours but less than 30,000 hours	5 weeks	10%
30,000 hours but less than 37,500 hours	6 weeks	12%
37,500 and over	7 weeks	14%

16.07 (a) Full-time Nurse Practitioner/RNEC Vacation Schedule

Employee Service at January 1 <sup>st</sup>	Time Off	Vacation Earnings
Less than 1 year	3 weeks	6%
1 year but less than 3 years	4 weeks	8%
3 years but less than 11 years	5 weeks	10%
11 years but less than 20 years	6 weeks	12%
20 years and more	7 weeks	14%

## (b) Part-time Nurse Practitioner/RNEC Vacation Schedule

Employee Service at January 1 <sup>st</sup>	Time Off	Vacation Earnings
Less than 1,500 hours	3 weeks	6%
1500 hours but less than 4,500 hours	4 weeks	8%
4,500 hours but less than 16,500 hours	5 weeks	10%
16,500 hours but less than 30,000 hours	6 weeks	12%
30,000 hours and more	7 weeks	14%

- 16.08 Vacation pay shall be accumulated and paid out to full and part-time employees on the normal pay date in the period when the vacation is taken. The amount of money paid will be approximately in proportion to the length of vacation leave being taken.
- 16.09 Casual employees and temporary employees shall have their vacation earnings paid out with each pay.
- 16.10 (a) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization and disability preventing the employee from returning to work shall be considered sick leave and not vacation.
- (b) Where an employee is entitled to bereavement leave in accordance with 11.03, the period of such leave shall be considered bereavement leave and not vacation.
- 16.11 In the year a part-time nurse is transferred to full-time or, vice versa, the nurse's vacation time shall accumulate and be prorated in accordance with the respective employment categories.
- 16.12 Subject to 16.03(c) employees who have not taken or prescheduled vacation prior to December 15<sup>th</sup> shall have the unused vacation earnings paid out in the first pay period following December 1<sup>st</sup>.

**ARTICLE 17 - WELFARE BENEFITS**

- 17.01 The Employer agrees to contribute for each full-time eligible nurse in the active employ of the Employer:
- (a) One hundred percent (100%) of the billed premium for semi-private coverage.

- (b) Seventy-five percent (75%) of the billed premium under the Blue Cross or comparable coverage with another carrier Extended Health Care Plan with \$10.00 (single) and \$20.00 (family) deductible subject to the terms and conditions of such plan and subject to the carrier's requirements as to minimum enrolment.
- (c) One hundred percent (100%) of the billed premium for a life insurance coverage to the value of 2 x the annual salary of the nurse to the nearest \$1,000.00.
- (d) Seventy-five percent (75%) of the billed premiums towards coverage of eligible nurses in the active employ of the Home under the Blue Cross #9 Dental Plan or comparable coverage with another carrier based on the current minus one year ODA fee schedule, providing the balance of the monthly premiums are paid by the nurse through payroll deductions.
- (e) Effective the month following the month of ratification, vision care of four hundred and fifty dollars (\$450.00) shall increase to five hundred dollars (\$500.00) every 24 months.
- (f) Benefits Age 65 and Older
  - (i) Semi-private hospital insurance, extended health care benefits and dental benefits will be extended to active full-time employees from the age of sixty-five (65) onward, on the same cost share basis as applies to those employees under the age of sixty-five (65).
- (g) Orthopaedic Footwear and Supplies

Effective the month following the month of ratification coverage under the extended health benefit for orthopaedic footwear and supplies will increase to three hundred dollars (\$300.00) every two (2) years.

Moulded Arch Supports

Effective the month following the month of ratification coverage under the extended health benefit for moulded arch supports will increase to three hundred dollars (\$300.00) every two (2) years.
- (h) Effective the date of ratification, coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Workers (MSW) for a total of five hundred dollars (\$500) annually.

- 17.02 (a) Effective March 1, 1986, the Home agrees to participate in the O.M.E.R.S. on behalf of all full-time nurses in accordance with the terms and conditions of the Ontario Municipal Employees Retirement System with respect to service after March 1, 1986, on a 50/50 Employer/employee shared cost basis.
- (b) Should a full-time nurse who is a member of O.M.E.R.S. transfer to part-time employment and remain a member of O.M.E.R.S., then her percentage in lieu of benefits shall be reduced by the percentage amount equal to the Employer's required percentage contribution to O.M.E.R.S. on her behalf.

### **ARTICLE 18 - COMPENSATION**

- 18.01 Nurses shall be compensated in accordance with Schedule "A" (full-time) and Schedule "B" (part-time) which are attached hereto and forms part of this Collective Agreement.
- 18.02 There shall be an incremental wage grid to provide that increments for a full-time nurse shall be effective on the nurse's anniversary date. Part-time nurses shall advance to the next step of the salary grid upon completion of each two hundred (200) tours of work.
- 18.03 (a) A part-time nurse whose status is altered to full-time will assume her same level on the full-time salary grid. A full-time nurse whose status is altered to part-time will assume her same level on the part-time salary grid.
- (b) For the purposes of this clause, a nurse who is so transferred will be given credit for service accumulated since date of last advancement.
- 18.04 Claim for recent related experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The nurse shall cooperate with the Home by providing verification of previous experience so that his/her recent related experience may be determined and evaluated during his/her probationary period. Having established the recent related experience, the Home will credit a new nurse with one (1) annual service increment for each year experience. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. Such rate will be retroactive to the date of the hire, provided that the nurse makes the claim at the time of hire.

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

Application to current employees: Current employees shall be placed on the grid in accordance with the above, effective the first full pay period following ratification by both parties. There will be no retroactivity.

- 18.05 Each registered staff nurse will be advanced from her present level to the next level, as set out in Schedule "A", twelve (12) months after she was last advanced (hereinafter called her service review date). If a full-time nurse's absence without pay exceeds thirty (30) calendar days during the twelve (12) month period prior to her anniversary date in a given year, such anniversary date for purposes of advancement on the salary grid will be extended by the length of her absence.

## **ARTICLE 19 - PROFESSIONAL DEVELOPMENT**

### 19.01 Orientation and In-Service Programme

The Home recognizes the need for a Home Orientation Programme of such duration as it may deem appropriate taking into consideration the needs of the Home and the nurses involved. The Bargaining Unit President or designate shall be allowed one hour during the orientation period for new nurses to meet and review the collective agreement providing that such time taken does not interfere with the timely provision of services to the residents and does not result in overtime.

Before assigning a newly hired nurse in charge, the Home will provide orientation to the Home. It is understood that such nurse may be assigned to any tour as part of her orientation programme. Nurses recalled from lay-off under Article 10.05 may be provided any orientation determined necessary by the Home. A request by such a nurse for orientation shall not be unreasonably denied.

Both the Home and the Association recognize their joint responsibility and commitment to provide, and participate in, in-service education, e-learning programme. The Association supports the principle of its members' responsibility for their own professional development and the Home will endeavour to provide programmes related to the requirements of the Home. Available programmes will be publicized.

When a nurse is on duty and authorized to attend any in-service programme or e-learning 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 or complete an e-learning programme outside 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.

- 19.02 Any performance evaluation of a nurse shall be reviewed with the nurse prior to being placed in their file. 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.

- 19.03 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse twelve (12) months following the receipt of such letter, suspension or other sanction provided that the nurse's record has been discipline free of incidents of a like nature, for such twelve (12) month period.

## **ARTICLE 20 - PROFESSIONAL RESPONSIBILITY**

- 20.01 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 submit the complaint to her immediate supervisor forthwith, failing settlement, she may:

- (1) Complain in writing to the Association-Home Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Association-Home Committee shall convene a meeting of the Association-Home Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- (2) Failing settlement of the complaint within fifteen (15) calendar days of the meeting of the Association-Home Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one (1) chosen by the Home, 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.
- (3) 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 what 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) (1) The list of Assessment Committee Chairpersons is attached as Schedule "D".

The parties agree that should a Chairperson be required, the Home and the Ontario Nurses' Association 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.

- (2) 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.

- (c) The parties will exchange a list of names of persons for the position of Chairperson of the Assessment Committee within two (2) weeks of ratification of the Agreement.

## **ARTICLE 21 - NEW CLASSIFICATION**

21.01 When a new classification, which is covered by the terms of this Collective Agreement, is established by the Employer, the Employer 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 Employer 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 Employer 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 Employer.

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 requirements of such classification.



21.02 Temporary Registrant

Should the Employer hire a person with a temporary Certificate of Competence as defined by the College of Nurses, the parties will meet to determine the appropriate hourly salary rate.

**ARTICLE 22 - DURATION**

22.01 This Agreement shall be effective from April 1, 2022 and shall continue in full force and effect up to and including March 31, 2023 and shall continue in effect year to year thereafter unless either party gives to the other party written notice of termination or desire to amend this Agreement with a period of not more than ninety (90) days prior to the expiration of this Agreement, or to any anniversary of such expiration date.

22.02 Retroactivity

Retroactivity for wages shall be on the basis of time paid during the relevant period, for current and former employees. Effective upon ratification, wages shall be retroactive to the corresponding date of implementation (first full pay period in April 2022) and will be paid in accordance with the Schedule A and Schedule B. All other negotiated changes shall be effective date of ratification unless specifically agreed.

**SIGNING PAGE**

SIGNED AT PARRY SOUND, ONTARIO, THIS "31<sup>st</sup>" day of "May" 2023.

FOR THE EMPLOYER:

"Kami Johnson"

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FOR THE UNION:

"Richard Anderson"

Labour Relations Officer

"Connie Trapp"

Bargaining Unit President

\_\_\_\_\_

\_\_\_\_\_

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

<b>Classification - Registered Nurse</b>	
<b>Step</b>	<b>April 1, 2022</b>
Start	\$35.00
1 Year	\$35.16
2 Years	\$35.74
3 Years	\$37.52
4 Years	\$39.29
5 Years	\$41.50
6 Years	\$43.74
7 Years	\$45.97
8 Years	\$49.25
25 Years	\$50.11

**NOTE:**

1. Rates for the RAI Coordinator will be included in the Wage Schedule above.
2. A part-time nurse will be paid thirteen percent (13%) in addition to her daily tour rate in-lieu of all fringe benefits (being those benefits to a nurse paid in whole or in part by the Employer as part of direct compensation otherwise save and except salary, vacation pay, holiday pay, tour differentials, responsibility allowance, court attendance, bereavement pay, educational allowance and reporting pay). It is understood and agreed that the part-time nurse's hourly rate does not include the additional thirteen percent (13%) which is paid in lieu of fringe benefits and accordingly the thirteen percent (13%) add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

Where a part-time nurse participates in the Pension Plan, the percentage in-lieu shall be reduced to nine percent (9%).

**SCHEDULE "B"****NURSE PRACTITIONER SALARY SCHEDULE****EFFECTIVE:**

<b>Step</b>	<b>April 1, 2022</b>
Start	\$52.69
1 Year	\$54.92
2 Years	\$57.20
3 Years	\$60.50
4 Years	
5 Years	
6 Years	
7 Years	
8 Years	\$60.62
25 Years	\$61.38

**NOTE:**

A part-time Nurse Practitioner will be paid thirteen percent (13%) in addition to her daily tour rate in-lieu of all fringe benefits (being those benefits to a nurse paid in whole or in part by the Employer as part of direct compensation otherwise save and except salary, vacation pay, holiday pay, tour differentials, responsibility allowance, court attendance, bereavement pay, educational allowance and reporting pay). It is understood and agreed that the part-time nurse's hourly rate does not include the additional thirteen percent (13%) which is paid in lieu of fringe benefits and accordingly the thirteen percent (13%) add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

Where a part-time nurse participates in the Pension Plan, the percentage in-lieu shall be reduced to nine percent (9%).

**SCHEDULE "C"**

**CHAIRPERSONS - NURSING ASSESSMENT COMMITTEE**

The parties will need to agree to a chair should a hearing be required.

**LETTER OF UNDERSTANDING**

**RE: VOLUNTARY PURCHASE OF RETIREE BENEFITS**

The parties acknowledge that the current benefit carrier (Blue Cross) provides access by retirees to a "Group Conversion Plan", and/or an "Individual Health Coverage Plan" at full cost to the retiree. Upon receiving notice from employees of their intent to retire, the employer facilitates information and communication between the employee and Blue Cross for this purpose.

The parties further agree that in the event the carrier declines to permit a continuation of benefits the employer will consult with the Union concerning options.

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**LETTER OF UNDERSTANDING**

**RE: INNOVATIVE SCHEDULING**

Schedules that would otherwise be contrary to the terms of the collective agreement may be developed in order to improve quality of working life, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be determined locally by the Home and the Union subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Home and the Union;
- (b) These schedules may pertain to full-time and/or part-time nurses;
- (c) The introduction of such schedules and trial periods, if any, shall be determined by the local parties and signed off as a Letter of Understanding to be appended to the collective agreement. Such schedules may be discontinued by either party with notice as determined within by the parties;
- (d) Upon written agreement of the Home and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative schedules.

Should there be any dispute between Nurses regarding an innovative schedule, the determining factor shall be seniority to resolve such dispute.

- (f) It is understood that these agreements would be made without prejudice or precedent.
-

## LETTER OF UNDERSTANDING

### RE: RN PRECEPTORSHIP AND MENTORSHIP

If the Employer should require an RN to oversee the activities of nursing students, the Employer will give the Union advance notice so that the parties can develop terms under which the preceptorship will proceed.

If the Employer should require an RN to engage in a formal mentorship role for another RN, the Employer will give the Union advance notice so that the parties can develop terms under which it will proceed. Orientation for new hires or re-orientation of an existing RN following a period of absence shall not be a mentorship.

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## LETTER OF UNDERSTANDING

### RE: INNOVATIVE SCHEDULING FOR TEMPORARY EXTENDED TOURS/HYBRID SCHEDULES

#### Extended Tours/Hybrid Schedules

The Employer and the Union may agree to implement extended tours or hybrid schedules (mix of extended and normal tours). For clarity, a hybrid schedule may include extended tours on weekends and normal tours during the week. The following will apply:

- (a) Each facility/unit must have sixty-six and two thirds' percent (66 $\frac{2}{3}$ %) agreement of the full-time and part-time employees who work in the facility/unit.

The Home must have the majority agreement of the full-time and part-time employees who vote on the issue to agree on a trial period of up to six months.

Once the trial period is complete, each Home must have a minimum of 66 $\frac{2}{3}$ % agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.

- (b) The Extended Tour/Hybrid Schedule may be cancelled by either party on giving ten (10) calendar weeks' notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the cancellation.
- (c) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.

(d) Hours of Work

- i) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
  - ii) The normal daily extended tour shall be 11.25 consecutive hours in any 24 hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time. For hybrid schedules, there will be scheduled normal daily tours of seven and one-half (7½) hours and 11.25 consecutive hours per day.
  - iii) Employees working an extended tour shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes. For Hybrid schedules, there will also be shifts that provide for relief periods in accordance with Article 14.02.
  - iv) Scheduling issues will be resolved at the local level.
  - v) Where the Union and the Employer have agreed to or agree to an extended daily tour or hybrid schedule that differs from the normal daily extended tour, the proportion of unpaid time to hours of work shall maintain the same ratio as set out in paragraph ii) and iii) of this Article.
- (e) Payment for bereavement leave is based on 11.25 hours for extended tours. For hybrid schedules, the payment for bereavement leave shall be based on the length of scheduled shift.
- (f) Payment for vacation and paid holidays for full-time employees is based on the equivalent to the 7.5 hour entitlement. For clarity, payment for lieu days as a result of a paid holiday for full-time employees is paid at 7.5 hours.
- (g) Shift and weekend premiums as per Article 14.05 and 14.12 will be paid for the same hours as applied to seven and one half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended tours or hybrid schedules.



- (h) Overtime premium as set out in Article 14.03 and 14:04 shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended tour or 75 hours bi-weekly averaged over the duration of a six (6) week schedule.

For a hybrid schedule, the overtime premium as set out in Article 14.03 and 14.04 shall be paid for all hours in excess of the scheduled shift length on that day or 75 hours bi-weekly averaged over the duration of the scheduling period unless otherwise agreed between the local parties.

- (i) Shift exchanges will be in accordance with Article 14.07 d
- (j) Should the Employer refuse to grant a request under this Article, it shall provide to the Union its reasons orally.
- (k) 4 on/5 off

Where the Union and the Employer agree to implement an extended tour arrangement in accordance with the above provisions, the parties can further agree to specific scheduling language related to a "4 On/5 Off" schedule that will be negotiated locally by the Home and the Union subject to the following principles:

- i) There shall be an initial trial period as negotiated by the parties prior to the implementation of a permanent schedule.
- ii) All "4 on/5 off" schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per calendar year.
- iii) Nurses will not be required to work more than four (4) shifts in a row. If a nurse works a fifth (5<sup>th</sup>) shift, the nurse will receive premium pay. The nurse will not receive premium payment if the fifth (5<sup>th</sup>) shift is requested by the nurse as a required additional shift to maintain full-time hours.