

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**CENTRAL WEST SPECIALIZED DEVELOPMENTAL SERVICES  
Oakville  
(hereinafter referred to as the "Employer")**

**AND:**

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

**FULL-TIME AND PART-TIME**

**Expiry: March 31, 2021**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Registered and Graduate Nurses covered by this Agreement and to provide means for the prompt settlement of grievances and to establish and maintain satisfactory working conditions and wages and to promote the best possible nursing care and health protection for residents all as set forth in this Agreement.
- 1.02 The Employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

## **ARTICLE 2 - RECOGNITION**

### 2.01 Full-Time

The Employer recognizes the Association as the exclusive Bargaining Agent of all Registered and Graduate Nurses employed by the Central West Specialized Developmental Services, Oakville, in a nursing capacity, save and except Head Nurses, persons above the rank of Head Nurse, nurses regularly employed for not more than twenty-four (24) hours per week.

### Part-Time

The Employer recognizes the Association as the exclusive Bargaining Agent of all Registered and Graduate Nurses employed by the Central West Specialized Developmental Services, Oakville, in a nursing capacity, save and except Head Nurses, persons above the rank of Head Nurse.

- 2.02 (a) Work normally performed by members of the bargaining unit shall not be contracted out. Re-assignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, layoff or reduction in hours of any member of the bargaining unit employed at the time of the re-assignment, except in cases of emergency, where no Regular or Casual part-time nurse is able or willing to perform the available work.
- (b) It is understood that regular part-time nurses who are currently employed as of June 14, 1983 shall not have their current level of hours reduced by use of casual nurses, unless they are unable or unwilling to work these hours in any given week.
- 2.03 (a) A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 16.
- (b) A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 16 and who offers to make a commitment to be available for work or is scheduled to work on a regular

pre-determined basis. The predetermined basis upon which the commitment to be available is made shall require a minimum of sixteen (16) hours per week. All other part-time nurses shall be considered casual nurses.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union recognizes that the Management of the Centre and the direction of the working force are fixed in the Centre and shall remain with the Centre. Without restricting the generality of the foregoing the Union acknowledges that it is the function of the Centre to:
- (a) maintain order, discipline and efficiency;
  - (b) generally to exercise the historical rights of Management save insofar as they are modified by this Agreement or by statute;
  - (c) establish and enforce reasonable rules and regulations to be observed by employees;
  - (d) generally to manage and operate the Centre in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Centre's operations.
- 3.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

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

- 4.01 There shall be no discrimination by the Employer, the Union or by any of the nurses covered by this agreement on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender expression, gender identity, age, marital status, family status, disability and record of offences.
- 4.02 The Employer and the Union agree there shall be no discrimination, interference, restriction, coercion, exercised or practised by any of their representatives with respect to nurses because of the nurse's membership or non-membership in the Union and there will be no Union activity, solicitation for membership or collection of dues on Centre premises except with the written permission of the Employer or as specifically provided for in this Agreement.

- 4.03 The Employer agrees that each nurse has a right to freedom from harassment in the workplace. Harassment shall bear the same meaning as is found in the Ontario Human Rights Code. The Employer shall maintain a current copy of the Ontario Human Rights Code which shall be readily available for the nurse to refer to.

#### **ARTICLE 5 - NO STRIKES, NO LOCK-OUTS**

- 5.01 The Union agrees that there will be no strikes and the Centre agrees that there will be no lock-outs during the term of the agreement. The terms "strike" and "lock-out" shall bear the meaning given them in the Ontario Labour Relations Act.

#### **ARTICLE 6 - UNION SECURITY**

- 6.01 The Employer will deduct from the pay of each nurse covered by this Agreement an amount equivalent to such monthly dues as may be adopted and designated by the Union. Such monies shall be deducted from the nurse's pay in the first pay period of each month and shall be forwarded to the Vice President, Finance of the Ontario Nurses' Association.

The Employer shall provide the Ontario Nurses' Association together with the above mentioned monies, not later than the last day of the month in which the deductions were made, a list showing the names, addresses and Social Insurance Numbers of all nurses covered by this Agreement who had been employed at any time during the period of the said deduction and will also identify job classification (where the bargaining unit includes classifications) and status (i.e. full-time, part-time) of the employees, all terminations, newly hired employees, and employees on Leaves of Absence. The Employer will endeavour to provide information in electronic format if the Employer has the technology.

- 6.02 Notwithstanding the above provisions the Employer will deduct from the pay due all newly employed nurses an amount equal to the monthly dues commencing from the first deduction date following date of employment.
- 6.03 The Union agrees to indemnify and save the Employer harmless from liability arising out of the operation of this Article.
- 6.04 During the orientation period an Officer of the Union or a Nurse Representative shall be allowed a reasonable period of time within regular working hours to interview new nurses and to discuss the benefits and duties of Union membership and responsibilities to the Union and to the Employer. Such interview shall not exceed fifteen (15) minutes duration.
- 6.05 At the same time that Income Tax (T4) Slips are made available the Employer shall type on such slip the amount of money remitted to the Union on behalf of each nurse in the period covered.

## **ARTICLE 7 - REPRESENTATIVES AND COMMITTEES**

- 7.01 All joint Employer Union meetings shall be scheduled where practical during the nurse's regular working hours. The Employer will provide replacement staff where operationally required.
- 7.02 The Employer agrees to recognize the following Representatives of the Union:
- (a) A Negotiating Committee of not more than two (2) nurses who shall act on behalf of the Union members in negotiating the Collective Agreement;
  - (b) A Grievance Committee of not more than two (2) nurses who shall assist any Union member in presentation of a grievance;
  - (c) No more than two (2) Union Representatives.
- 7.03 The Union shall notify the Employer in writing of the names of the nurses authorized to act in the capacities set out in 7.02 above, and of any changes therein from time to time before the Employer shall be required to recognize them.
- 7.04 The privilege of nurses acting in the capacity set out in 7.02 (b) and (c), to leave their work without loss of pay to attend to Union business is granted on the following conditions:
- (a) such business must be between the Union and the Employer;
  - (b) the time shall be devoted to the prompt handling of the Union business;
  - (c) the nurse concerned shall obtain the permission of their Supervisor before leaving their work, provided that such permission shall not be unreasonably withheld;
  - (d) the Employer reserves the right to limit such time if it deems the times so taken to be excessive;
  - (e) no more than two (2) full-time nurses, or one (1) part-time nurse, in addition to the grievor, at any given time will take part in Union business pursuant to Article 7.02 (b) and/or (c) during scheduled working hours.
- 7.05 Pay to Negotiating Committee members for time necessarily lost from scheduled work during negotiations shall be limited to meeting with the Employer, up to, but not including Arbitration and thereafter.
- 7.06 Union-Management Committee
- (a) There shall be a Union-Management Committee composed of two (2) Representatives of the nurses in the bargaining unit and two (2) Representatives of the Employer who shall meet for the purpose of consultation and communication of information and ideas on matters of mutual concern, including scheduling problems and requests and utilization

of nursing staff and the desirability to maintain and promote the quality of nursing care, discussing the development and implementation of quality initiatives as it relates to nursing practice, and constructive relations.

- (b) The Committee will meet at the request of either party monthly if necessary, and in the event of special circumstances. The necessity for a meeting will be indicated by an e-mail from either party to the other delivered at least five (5) days in advance of the proposed meeting and containing an agenda of the matters to be discussed.
- (c) A record will be maintained of matters referred to the Committee and their recommended disposition (unless otherwise agreed).
- (d) While the Committee will consider and attempt to resolve those problems referred to it, it shall have no power to alter, amend, add to, or modify the terms of this Agreement. It shall, however, have power to recommend temporary changes in the Collective Agreement to the respective parties.
- (e) The Employer shall pay Committee members their respective salaries for all time lost from scheduled work while attending meetings with the Employer under this Article 7.06.

7.07 The Employer agrees to give Representatives of the Ontario Nurses' Association or Consultants for the Union access, upon request, to the Centre, with the understanding that permission will not be unreasonably withheld to the premises of the Centre for the purpose of discussing Union business, investigating grievances, attending meetings, or otherwise assisting in the administration of this Agreement.

7.08 All references to Officers, Representatives and Committee members in this Agreement shall be deemed to mean officers, representatives and Committee members of the duly Chartered Local who are employees of the Centre and members of the Ontario Nurses' Association.

7.09 Nurses shall be credited for seniority and service for all paid time spent meeting with the Employer under this Article.

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

8.01 Any dispute involving the application, interpretation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable may be made the subject of a grievance and an earnest effort shall be made to settle such grievance as quickly as possible.

### **8.02 Step No. 1**

A nurse(s) having a complaint or grievance shall refer it verbally to their immediate supervisor or designate when they become aware of the circumstances leading to the complaint or grievance. The nurse may have the assistance of their Union

representative if they so desire. No complaint or grievance shall be considered where the complaint or grievance is not brought to the attention of their immediate supervisor's or designate's attention within nine (9) days from the date of the circumstances giving rise to the complaint or grievance or the date the nurse ought reasonably to have become aware of such complaint or grievance. The immediate supervisor or designate shall reply to the nurse within five (5) business days from the date the complaint or grievance was brought to their attention. Failing settlement, then:

8.03 Step No. 2

The Grievance Committee may present the grievance in writing signed by the grievor to the Executive Director or Designate within nine (9) days following the decision under Step No. 1 and such presentation shall contain a request for a meeting. The Executive Director or Designate shall then arrange a meeting with the Grievance Committee at the soonest possible date, but in no event, later than nine (9) calendar days following receipt of the request. A Representative of the Ontario Nurses' Association may be present at the request of either party.

The Executive Director or Designate shall submit a written decision to the Bargaining Unit President within five (5) business days after such meeting. If the response at this step is not satisfactory, the grievance may be referred in writing to Arbitration as set out in Article 9.

8.04 Discipline, Suspension and Discharge Cases

- (a) A claim by a nurse that they have been discharged or suspended without just cause shall be treated as a grievance and filed at Step No. 2 of the grievance procedure within nine (9) days of their notice of discharge or suspension.

The grievance may be settled by confirming the Employer's action or by reinstating the nurse and making them whole in all respects or by any other arrangement which is just and equitable in the opinion of conferring parties or an Arbitration Board.

- (b) A nurse is entitled, at time of suspension or discharge to be given reasons for such action and the Employer shall notify the nurse of their right to have a Union Representative present at the time of suspension or discharge or at the meeting with the Employer to discuss the suspension or discharge.
- (c) The discharge, suspension, layoff or failure to recall after lay-off of a probationary nurse shall not be the subject of a grievance.
- (d) A claim by a nurse that they have been disciplined without just cause may be treated as a grievance.

8.05 The Union and the Employer shall have the right to file a policy grievance based on a dispute arising out of the application, interpretation, or alleged violation of this Agreement. However, a Union policy grievance shall not include any matter upon



which a nurse is personally entitled to grieve unless the nurse's grievance is common to a group of nurses, in which case it shall be dealt with as a policy grievance. A policy grievance may be launched by either party in writing at Step No. 2 of the grievance procedure at any time within twelve (12) days of the circumstances giving rise to the grievance or the date the parties ought reasonably to have become aware of the circumstances giving rise to such grievance. If it is not satisfactorily settled at such step, it may be referred to Arbitration in the same manner and to the same extent as the grievance of a nurse.

Processing a grievance as a group grievance shall not be a bar to individual relief to those individuals involved, provided the individual nurse's name has been noted on the group grievance when filed.

- 8.06 Any grievance not initiated or processed within the time limit specified above shall be considered abandoned.
- 8.07 If the party fails to reply to the grievance within the time limit set out at any step of the grievance procedure, the grievance may be submitted to the next step of the grievance procedure.
- 8.08 At any step of the grievance procedure the time limits imposed upon either party may be extended by mutual agreement in writing.
- 8.09 For the purpose of this Article, Saturday, Sunday and paid holidays are not to be considered in the computation of time limits.

## **ARTICLE 9 - ARBITRATION**

- 9.01 Should either party wish to refer a grievance to arbitration, then within eighteen (18) calendar days of the last written disposition by the responding party, a written request for Arbitration shall be made by e-mail to the other party within the time provided above and if no such written request for Arbitration is received within the time limit, then it shall be deemed to have been abandoned. The time limits may be extended by mutual agreement in writing.
- 9.02 Subject to Article 9.01, where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board.

The recipient of the notice shall, within twelve (12) calendar days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within seventeen (17) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister

of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

9.03 In no event shall the Board of Arbitration have the power to change this Agreement, or to alter, modify or amend any of its provisions, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

9.04 Each party shall pay:

- (a) the fees and expenses of its nominee to the Board of Arbitration; and
- (b) one-half (½) of the fees and expenses of the Chairperson.

9.05 Wherever the Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

9.06 Expedited Arbitration

Nothing in the foregoing articles shall prevent either party to this Agreement applying for a single arbitrator or single arbitrator/mediator in accordance with Sections 49(1) and 50(1) of the Ontario Labour Relations Act.

Any Arbitration Board under Section 48 or any sole Arbitration under Section 48 or 49 shall have the powers of a Mediator/Arbitrator under Section 50. The parties shall agree on the nature of the issues in dispute to facilitate the mediation/arbitration process.

Where such an application is made the other provisions referring to the Arbitration Board shall appropriately apply.

Where a grievance is referred to Arbitration, the parties may, in writing, mutually agree to appoint a Mediator, acceptable to both parties, to assist them to resolve the issue. Where such an agreement is reached, the parties will share equally the fees and expenses, if any, of the Mediator.

## **ARTICLE 10 - JOB SECURITY**

10.01 Full-Time

Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Centre.

Part-Time

A part-time nurse shall have their seniority determined by actual hours worked. Such seniority shall be dated from date of last hire.

- 10.02 The probationary period for full-time and part-time nurses shall be four hundred and fifty (450) hours worked during which time the services of such nurse may be terminated without recourse to the grievance procedure. Upon completion of their probationary period, their seniority shall date from date of hire.
- 10.03 Seniority list for full-time nurses and seniority list for part-time nurses shall be revised each six (6) months. The list shall set out the names of nurses, classifications and seniority ranking. A copy of the up-to-date list will be posted and a copy supplied to the Union.
- 10.04 The Employer agrees to post a notice of a vacancy occurring in a classification for a period of seven (7) calendar days. Vacancy shall be defined as a permanent opening in the bargaining unit where the number of nurses required by the Employer in the classification exceeds the number of nurses in the classification. Nurses may make written application for such job vacancy within such seven (7) calendar day period. Alternatively the Employer may post such notice for a seven (7) calendar day period prior to a vacancy occurring in the event that it expects a vacancy to occur within thirty (30) days of giving such notice. Nurses in the bargaining unit shall be entitled to apply for such permanent vacancy. Casual part-time nurses who do apply will enjoy preference over applicants from outside the Centre only where the factors of performance, ability and experience are relatively equal.
- 10.05 The Employer will outline to the nurse selected to fill a temporary vacancy the circumstances giving rise to the vacancy, the conditions and expected duration of such vacancy. In any event, a temporary transfer shall not exceed the time required to resolve the specific circumstances which gave rise to the vacancy.
- 10.06 (a) In all cases of transfer or promotion within the bargaining unit, the following factors shall be considered:
- (i) performance, ability and experience
  - (ii) seniority.

Where the qualifications of factor i) are relatively equal, factor ii) shall govern. Notwithstanding the level of entry to practice (baccalaureate degree in nursing) which will become effective in the year 2005, the Employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

- (b) The Employer agrees to acknowledge receipt of all applications, interview the applicants and post the name of the successful candidate.

- (c) Nothing herein shall prevent the Employer from hiring persons from outside the bargaining unit when no qualified full-time or part-time nurse applies.
- (d) If senior applicants are refused a position they will be given an opportunity to discuss such refusal in a meeting with the Employer.
- (e) All seniority, vacation and other credits obtained under the Agreement shall be retained and transferred with the nurse if they change their status from part-time to full-time and vice-versa. A part-time nurse who changes their status to full-time will be given seniority credit on the basis of fifteen hundred (1500) hours part-time being equivalent to one (1) year of full-time service and vice versa.
- (f) In the event a part-time nurse is transferred into the full-time bargaining unit and they do not successfully adapt to full-time responsibilities, they may be transferred back to her previous position and rate of pay. The nurse will be entitled to grieve an unjust transfer of this kind.
- (g) A casual nurse on transfer to the Full-time bargaining unit will carry with them the service credits they earned in the part-time Unit (as calculated in accordance with Article 10.06 (e)) for purposes of placement on the salary grid and vacation entitlement. Their seniority will date from the date of their introduction to the full-time bargaining unit.
- (h) Part-Time

Article 25.03 (a) in this Collective Agreement does not apply to nurses transferring from part-time to full-time.

#### 10.07 Layoff - Definition and Process

- (a) A layoff shall be defined as any permanent reduction in a nurse's regularly scheduled hours of work, cancellation of all or part of a nurse's regularly scheduled shift and a displacement of a nurse from her area of assignment.
- (b) In the event of a layoff, nurses shall be laid off in the reverse order of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be the first to be laid off. Casual part-time nurses or agency nurses shall not be utilized while there are full-time or regular part-time nurses on layoff.

#### 10.08 Layoff - Options

- (a) A nurse who has received no less than sixty (60) days notice of an impending layoff may:
  - (i) accept the layoff; or
  - (ii) exercise the right to bump or displace another nurse who has lesser bargaining unit seniority.

- (b) All full-time and part-time nurses represented by the Union who are on layoff will be given a job opportunity in the full-time or the part-time categories before any new nurse is hired.
- (c) Full-time and part-time layoffs and recall rights shall be separate.

10.09 Layoff - Notice

- (a) In the event of a proposed layoff, the employer shall provide the Union with no less than ninety (90) days' notice of such layoff and shall meet with the Union to review the following:
  - (i) the reasons causing the layoff;
  - (ii) the service which the employer will undertake after the layoff;
  - (iii) the method of implementation including the areas of cut-back and the nurses to be laid off.

10.10 Recall from Layoff

- (a) Full-time and regular part-time nurses shall be recalled in order of seniority. In cases of recall from layoff, nurses may be provided with any orientation determined by either the nurse or the employer. A request by such nurse for orientation shall not be unreasonably denied.
- (b) It shall be the duty of each nurse to notify the Employer promptly of any change in address. Notice required by the Employer shall be deemed to be given if forwarded to the nurse at the last address of which the Employer had notice.

10.11 Severance Payment

Any severance payment entitlement shall be in accordance with the provisions of the *Employment Standards Act, 2000* (Ontario). In the event that the organization is to be closed, Nurses will receive one (1) additional week of severance for each completed year of service. The total service paid to any Nurse will not exceed fifty-two (52) weeks. This Article will apply to any Nurse receiving notice of lay-off within twelve (12) months from the actual closing date of the Organization.

10.12 Seniority shall terminate and a nurse shall cease to be employed by the Employer when they:

- (a) voluntarily quit their employment with the Employer;
- (b) are discharged and are not reinstated through the grievance procedure or Arbitration;

- c) (i) due to illness or disability, are off work for a continuous period of twenty-four (24) months;
- (ii) due to other causes such as a layoff, are off work for a continuous period of thirty-six (36) months or the length of the employee's seniority whichever is the shorter;
- (d) fail to report their intention to return to work within five (5) calendar days of receiving notice of recall after layoff or in any event, fail to report for work within fourteen (14) calendar days after being notified by the Employer of such recall by registered mail at their last known address unless a satisfactory explanation is given;
- (e) fail to return to work upon termination of an authorized leave of absence unless a satisfactory reason is given;
- (f) accept gainful employment while on a leave of absence without first obtaining the consent of the Employer in writing;
- (g) are absent from work for two (2) days or more without notice to the Employer and without a reasonable bona fide excuse for such absence.

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

#### 10.13 Transfer (Permanent) to Supervisory Position

A nurse who is permanently transferred to a position outside of the bargaining unit and is later returned to a position within the scope of this Agreement shall retain the seniority previously acquired in the bargaining unit and shall have added thereto the seniority accumulated while serving in such position for a period not exceeding six (6) months. They shall retain their first date of hire with the Employer, however, for the calculation of the amount of monetary benefits to which they are entitled.

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

11.01 Seniority shall be retained, but shall not accumulate during any approved leave of absence without regular pay in excess of thirty (30) continuous calendar days as hereinafter described, but to the extent possible a nurse will be returned to their former position on termination of that approved leave of absence.

11.02 Provided it does not interfere with the efficient operation of the Centre, leave of absence without pay for personal reasons may be given to any nurse. Requests for and permission granted in respect of such leave must be in writing in all cases.

11.03 (a) Leave of Absence for the President of the Ontario Nurses' Association

A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to six (6) years. During such leave(s) of absence salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits. The nurse agrees to notify the Employer of their intention to return to work within two (2) weeks following termination of office.

(b) Union Leave

Upon receipt of written request at least fourteen (14) days prior to the scheduled leave, except in cases of emergency, the Employer will grant leave of absence with pay and without loss of seniority to nurses elected or appointed to represent the Union at Union functions and Provincial Committee Meetings, provided such leave of absence does not interfere with the efficient operation of the Centre. Such leave shall not exceed a total accumulation for all nurses in the bargaining unit of thirty-five (35) working days in any calendar year and not more than one (1) nurse shall be permitted to be absent at any one time from the unit.

(c) The Local Union agrees to fully reimburse the Employer the nurse's pay pursuant to 11.03 (b) and (d) upon receipt of a bill from the Employer.

Nurses selected to attend Provincial Committee Meetings pursuant to 11.03 (b) shall have salary reimbursed by the Union.

(d) Board of Directors Leave

Nurses elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay up to a total of fifty (50) days annually. There shall be no loss of seniority or credits for the purpose of salary advancement and vacation entitlement or other purposes during such leave.

11.04 Bereavement Leave

A nurse who would otherwise have been at work will be allowed up to three (3) days off without loss of their regular hourly rate of pay to enable them to make arrangements for and/or to attend the funeral of their spouse, parent, parent-in-law, child, child-in-law, sibling, sibling-in-law, grandparent or grandchild. In the event that three (3) days is insufficient for the above purposes in view of the distance to be travelled, the Employer may grant an additional two (2) days with or without pay in its discretion.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding three (3) days in total, in order to accommodate religious and cultural diversity.

Regular part-time nurses will be credited with seniority and service for all such leave.

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

#### 11.05 Jury and Crown Witness Duty

Where a nurse is required to be absent by reason of receipt of a summons to attend as a juror 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 a coroner's inquest in connection with a case arising from the nurse's duties at the Centre, they shall be paid the difference between their normal pay and the amount paid for such service less expenses, computed at their normal hourly rate for all hours lost from work up to thirty-five (35) hours in a week, subject to the following conditions:

- (a) nurses must notify the Employer within one (1) working day after receipt of notice of selection for jury duty or subpoena as witness;
- (b) a nurse called for jury duty or subpoenaed as a witness and who is temporarily excused for attendance at Court, must report for work if a reasonable period of time remains to be worked in their shift;
- (c) nurses who are on other than the day shift shall be assigned to the day shift for those days they are required to serve as jurors or act as witnesses;
- (d) in order to be eligible for such payments the nurse must furnish a proper statement from the proper public official showing the date and time served and the amount of pay received.

#### 11.06 Maternity Leave

##### (a) Pregnancy/Parental Leave

- (i) Pregnancy/Parental Leave shall be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (ii) The nurse shall reconfirm their intention to return to work on the date originally approved (see sections (b) (i) and (c) (i) below) by written notification received by the Employer at least two (2) weeks in advance thereof. The nurse shall be reinstated to their former position upon returning to work unless the position has been discontinued in which case the nurse shall be given a comparable job.



- (iii) The Employer shall continue to pay its share of the premium costs of insured benefits and pension while an employee is on pregnancy or parental leave, unless the employee elects in writing not to participate in a benefit.

(b) Pregnancy Leave

- (i) At least one (1) month in advance of the date of commencement of the leave, the nurse shall give written notification of the date of commencement of the leave and the expected date of return.
- (ii) A nurse who is on pregnancy leave as provided under this Agreement, who has completed thirteen (13) weeks of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five (75%) of her regular weekly earnings (which for part-time employees shall include percentage-in-lieu) and the sum of their weekly Employment Insurance Benefits and any other earnings. 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 Employer 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*. Such payment shall commence following receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of seventeen (17) weeks. The nurse will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the nurse's Employment Insurance benefits. The nurse's regular weekly earnings shall be determined by multiplying the nurses' regular hourly rate on the last day worked prior to the commencement of the leave times the nurse's normal weekly hours. The normal weekly hours for a nurse working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the Employment Insurance benefit.

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

(c) Parental Leave

- (i) At least two (2) weeks in advance of the date of commencement of the leave, the nurse shall give written notification of the date of commencement of the leave. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the nurse also took pregnancy leave and thirty-seven (37) weeks in duration if she did not. Parental leave shall end thirty-five (35) weeks after it began if the nurse took pregnancy leave or thirty-seven (37) weeks after it began if the nurse did not or on an earlier day if the nurse gives the Employer at least four (4) weeks prior written notice of that day.
- (ii) A nurse who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the nurse, shall be entitled to parental leave.
- (iii) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the nurse. For nurses on pregnancy leave, parental leave shall begin immediately after pregnancy leave expires.

11.07 Adoption Leave

- (a) Parental/adoption leave shall be granted in accordance with the provisions of the Employment Standards Act and as provided for in Article 11.06 (a)(ii); (a)(iii) and 11.06(c).

11.08 Educational Leave

- (a) Leave of absence without pay and without loss of seniority may be granted to a nurse who wishes to enrol in a post-graduate, certificate or degree course in a university, provided that such course is designed to further their career at the Centre.
- (b) When a nurse is on duty and authorized to attend any in-service program within the Centre and during their regularly scheduled working hours, they shall suffer no loss in regular pay. When a nurse is required by the Employer to attend courses outside of their regularly scheduled working hours they shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.

11.09 Emergency Leave

An Employee will be granted unpaid emergency leave days annually in accordance with the *Employment Standards Act, 2000*. Employees shall have the option to receive payment for such days, to a maximum of four (4), by utilizing the employee's earned vacation and/or lieu credits.

## 11.10 Pre-Paid Plan

The Employer agrees to introduce a Pre-paid Leave Program, funded solely by the nurse, subject to the following terms and conditions:

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

- (i) A nurse may withdraw from the Plan at any time during the deferral portion provided three (3) months notice is given the Executive Director or Designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary plus accrued interest, if any, paid out to them within a reasonable period of time.
- (l) The nurse will be reinstated to their former position unless the position has been discontinued, in which case they shall be given a comparable job.
- (m) Final approval for entry into the Pre-paid Leave Program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - (i) A statement that the nurse is entering the Pre-paid Leave Program in accordance with Article 11.10 of the Collective Agreement.
  - (ii) The period of salary deferral and the leave period for which the leave is requested.
  - (iii) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Employer to enter the Pre-paid Leave Program will be appended to and form part of the written agreement.

## **ARTICLE 12 – ORIENTATION AND IN-SERVICE**

- 12.01 An orientation and in-service program will be provided to all employees. These programs shall be reviewed and discussed from time to time by members of the Union-Management Committee as established under Article 7.06.
- 12.02 A newly-employed employee shall not work alone, until they have been fully oriented to the client care area.
- 12.03 The following minimums shall be observed in the orientation/familiarization of a newly-hired employee:

- (a) They are to be familiarized with the physical aspects of the building, the applicable policies, procedures and practices in the client care area.
- (b) The period of orientation/familiarization shall be for a minimum of three (3) days or such greater period that the Employer deems necessary.
- (c) They shall be an additional employee to the usual staffing pattern.
- (d) The employee or employees involved in the orientation/ familiarization will confirm that it has been completed. This will be noted on the newly-hired employee's personnel file, which will be reviewed with such employee. The Employer and employee shall identify any experiences and/or additional orientation needs required to meet the expectations of the client care area and the Employer shall support the employee in achieving these orientation needs.
- (e) A request by a nurse for additional orientation shall not be unreasonably denied. Additional orientation is not required to exceed 2 (two) additional days.

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

- 13.01
- (a) The Employer agrees to provide, and the Union agrees to accept the Hospitals of Ontario Disability Income Plan and regulations pertaining thereto.
  - (b) The Employer further agrees to pay nurses an amount equal to any loss of benefits under HOODIP 1992 for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
  - (c) The Employer may request a medical certificate.
  - (d) If the Employer requires the employee to obtain a medical certificate, the Employer shall pay the full cost of obtaining the certificate.

### **ARTICLE 14 - MEDICAL CERTIFICATE**

- 14.01
- Any nurse's return to work after sick leave will be conditional upon them supplying when requested, a certificate from a physician confirming that they are fit to work. The certificate shall set out the length of the injury or illness as well as the prognosis for continuing fitness to work. Whenever a nurse is off work for any duration due to illness or injury they may be required prior to their return to work to attend an examination as determined by the Union and the organization. The organization will bear the costs.

## **ARTICLE 15 - WORKERS COMPENSATION**

- 15.01 Any nurse who is injured while at work and as a result of such injury is certified by a Doctor as unfit to complete the working day of shift shall receive pay at the regular rate for the time lost on the day that such injury is sustained.

A nurse prevented from performing their regular work at the Organization on account of occupational accident that is compensable under the Workplace Safety and Insurance Act shall receive from the Employer, the difference between the amount payable by the Workplace Safety and Insurance Board and the wages or salary they would have earned during the period of their absence from work on account of such disability to a maximum of thirty (30) calendar days in any calendar year.

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

- 16.01 (a) The Employer does not guarantee to provide work for the normal hours or for any other hours.

(b) Full -Time

The normal tour shall be composed of 7.5 consecutive hours, exclusive of meal times. The normal bi-weekly work schedule shall consist of seventy-five (75) hours over a two (2) week period.

Part -Time

The normal tour shall be composed of seven and one-half (7.5) consecutive hours exclusive of a one-half (½) hour unpaid meal break.

Casual

Tours may be composed of a minimum of four (4) hours up to seven and half (7.5) hours.

Tours of a minimum 5.5 hours are entitled to a one-half (1/2) hour unpaid meal period.

(c) Full -Time

There will be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch period in each tour.

Part -Time

Present practice with respect to rest periods shall continue.

- (d) In addition to the normal tour, the parties recognize and agree to a tour composed of 11.25 hours, exclusive of a one (1) hour unpaid meal period,

such tour to be known as the "extended tour". Where the shift is 11.25 hours, there shall be fifteen (15) minute rest periods. The extended tour schedule shall consist of seventy-five (75) hours over a two (2) week period, consisting of one (1) 7.5 hour tour and six (6) 11.25 hour tours.

16.02 Standby Pay

A nurse who is required to remain available for duty on standby outside their regularly scheduled working hours shall receive standby pay in the amount of three dollars (\$3.00) per hour for the period of standby scheduled by the Employer. Standby pay shall, however, cease where a nurse is called in to work under Article 17.04 (b) below and works during the period of standby.

16.03 When a nurse is required to travel to the Centre or to return to their home as a result of reporting to or off work between the hours of 2400 - 0600 hours (including call-in between those hours) by other than their customary transportation facilities, the Employer will pay transportation costs either by taxi or by their own vehicle as per Article 27.05. If the Employer adjusts the mileage policy, nurses' reimbursement will be adjusted by such greater amount as the Employer may determine for each trip between the aforementioned hours. The nurse will provide to the Employer satisfactory proof of such mileage on personal vehicle or proof of payment of such taxi fare. This clause will not apply to employees who are regularly scheduled to work between 2400-0600 hours.

16.04 Scheduling Regulations

- (a) The Employer agrees to discuss any proposed changes to present scheduling practices before implementing any such changes. Such discussions will be with the Union-Management Committee;
  - i) Discussion with respect to nursing levels (i.e. numbers) and/or organizational changes impacting upon nursing duties will occur 90 days prior to the planned changes.
  - ii) Discussion with respect to scheduling practices will occur at least 30 days prior to the planned changes.
- (b) Shift schedules shall be posted not less than four (4) weeks in advance to cover a six (6) week period.
- (c) A request by a nurse for a change of scheduled working hours must be submitted in writing and be co-signed by the nurse willing to make the exchange. Such exchange shall be subject to the approval of the Employer and shall not in any event result in an additional cost to the Employer.

(d) Full -Time

The scheduling regulations may be waived between December 15 and January 15 so that all nurses will receive at least four (4) consecutive days off at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve and New Year's Day.

16.05 Distribution of Overtime Shifts In Health Services

Nurses wishing to make themselves available for overtime work will submit their availability to their manager or designate a minimum of two (2) weeks in advance.

- (a) Overtime shifts will be offered on a one shift at a time rotational basis starting with the most senior qualified nurse available.
- (b) Once a nurse has been scheduled for an overtime shift they need not be considered for another overtime shift until such time as all other nurses who have made themselves available have had the opportunity to work an overtime shift.

16.06 It is understood that no full-time nurse will be required to work more than five (5) days consecutively, unless by mutual consent.

It is understood that no part-time nurse will be required to work more than seven (7) consecutive days, unless by mutual consent.

**ARTICLE 17 - PREMIUM PAYMENT**17.01 (a) Full-Time only

Overtime at the rate of one and one-half (1½) times the nurse's basic straight time hourly rate of pay shall be paid for all authorized hours worked in excess of seven and one-half (7½) hours in a twenty-four hour period, where the nurse is working a normal tour and for all authorized hours worked in a twenty-four (24) hour period, where the nurse is working an extended tour.

Part-Time

Overtime at the rate of one and one-half (1½) times the nurse's basic straight time hourly rate of pay shall be paid for all authorized hours worked in excess of seven and one-half (7½) hours in a twenty-four hour period, where the nurse is working a normal tour and for all authorized hours worked in excess of eleven and one-quarter (11¼) hours in a twenty-four (24) hour period, where the nurse is working an extended tour.



### Full-Time

Time off in lieu of overtime pay may be taken on a mutually agreed upon basis between the nurse and the Employer. Such time off will be the equivalent to the premium rate the nurse had earned for working overtime. The Employer shall revert to payment of the premium rate if time off is not taken within sixty (60) calendar days of completion of the work.

- 17.02 A nurse shall be paid a shift premium of fifty cents (\$0.50) per hour for each hour worked outside the normal hours of the day tour provided that such hours exceed two (2) hours if worked in conjunction with the day tour. Tour differential will not form part of the nurse's straight time hourly rate. For the purposes of this clause the normal day tour is from 0700 hours to 1500 hours.
- 17.03 The Employer will designate a nurse to assume the responsibility of Supervisor of Health Services on those days when the nurse normally occupying that position is absent from their normal tour. The nurse assigned such additional responsibility will receive premium pay of eight dollars and fifty cents (\$8.50) per tour worked in that capacity. In the event senior nurses are unwilling to accept the responsibility, junior nurses may be required to assume the responsibility. It is understood that a nurse assuming the responsibility will continue to enjoy the benefits of the Collective Agreement.
- 17.04 (a) A nurse who reports for work as scheduled will be guaranteed at least four (4) hours work or, if no work is available, at least four (4) hours pay, except where work is not available due to conditions beyond the control of the Employer. The minimum reporting allowance shall not be payable where the nurse has received prior notice not to report for work.
- (b) A nurse who is called back in to work outside their regularly scheduled hours shall be paid at time and one-half (1½) their regular rate of pay for all work performed with a minimum of four (4) hours pay at premium rates.
- 17.05 (a) (Article 17.05 (a) applies to full-time nurses only)
- The posting of work schedules shall be as set out in as set out in Article 16.04. It shall be the responsibility of the nurse to consult posted work schedules. The Organization will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse.
- Where less than forty-eight (48) hours' notice is given personally to the nurse, time and one-half (1½) of the nurse's regular straight time hourly rate will be paid for all hours worked on the nurses' next shift worked.
- Where a shift attracts premium pay pursuant to this provision is otherwise a premium paid tour, they will be paid two (2) times their straight time hourly rate for all hours worked on that tour.

- (b) (Article 17.05 (b) applies to part-time nurses only)
- (i) The posting of work schedules for regular part-time nurses shall be as set out in article 16.04. It shall be the responsibility of the regular part-time nurse to consult posted work schedules. The Organization will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the regular part-time nurse.
  - (ii) Where less than twenty-four (24) hours' notice is given personally to the regular part-time nurse, time and one-half (1½) of the nurse's regular straight time hourly rate will be paid for all hours worked on the nurse's next shift worked. Such changes shall not be considered a lay-off. Where a shift attracts a premium pay pursuant to this provision is otherwise a premium paid tour, they will be paid two (2) times their straight time hourly rate for all hours worked on that tour.
  - (iii) 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 the nurse will be paid for a full tour provided that the nurse works until the normal completion of the tour.
  - (iv) Casual part-time nurses whose work schedule has been pre-scheduled and whose schedule is changed with less than twenty-four (24) hours notice shall be entitled to premium provided per paragraph (b) (ii) above.
- 17.06 (a) Effective July 1<sup>st</sup>. 2008 each scheduled shift worked that commenced after 12:00 noon and where a majority of the hours worked in that shift were after 5:00 p.m., all hours of that shift would be paid with a thirty-five cents (\$0.35) per hour shift premium.
- (b) A nurse shall be paid a weekend premium of fifty cents (\$0.50) per hour for each hour worked between 2400 hours Friday and 0700 hours Monday.

17.07 Co-payment of Annual Licensing Fee for Nurses

Once each year Central West Specialized Developmental Services will pay, when supported by evidence, one-half of the cost of the annual Nursing license fee.

**ARTICLE 18 - PROFESSIONAL RESPONSIBILITY**

- 18.01 The parties agree that resident care is enhanced if concerns relating to professional practice and workload are resolved in a timely and effective manner, as set out below;

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

- (a) i) At the time the workload issue occurs, discuss the issue within the Organization to develop strategies to meet resident care needs using current resources.

If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Organization who has responsibility for timely resolution of workload issues.

- ii) Failing resolution at the time of occurrence of the workload issue, complain in writing to the Union-Management Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Union-Management Committee shall convene a meeting of the Union-Management Committee within twenty (20) calendar days of the filing of the complaint. The Union-Management Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

The Organization will provide a written response to the Union, with a copy to the ONA Labour Relations Officer within ten (10) calendar days.

- iii) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Executive Director.

- iv) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.

- v) Any settlement arrived at under 16.01 (a) i) – iii) shall be signed by the parties.

- vi) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management 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 chosen by the Employer and one 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.

- vii) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Independent Assessment Committee shall report its findings, in writing, to the parties within twenty (20) calendar days following completion of its hearing.
- (b) i) The list of Independent Assessment Committee Chairpersons is attached as Appendix "B".  
  
The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.
  - ii) Each party will bear the cost of its own nominee, and will share equally the fee of the Chairperson, and whatever other expenses are incurred by the Independent Assessment Committee in the performance of its responsibilities as set out herein.
  - (c) i) Time limits fixed in this process may be extended only by written, mutual consent of the parties.
  - ii) In all steps of this process, either party may be accompanied by or represented by their Union or Employer representative.

## **ARTICLE 19 – HOLIDAYS**

19.01 The following holidays will be recognized as paid holidays

New Year's Day/January 1	Canada Day/July 1
Family Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day/December 25
2nd Monday in June	Boxing Day/December 26

- 19.02
- (i) Where a nurse works on a holiday, they shall be paid at the rate of time and one-half (1½) their basic hourly rate of pay for all hours worked on such holiday, together with holiday pay.
  - (ii) Holiday pay shall mean a nurse's regular pay for the normal daily hours of work at straight time.

(iii) Full -Time

A day off with pay in lieu of holiday pay may be granted on a mutually agreeable basis provided that the Employer will revert to the payment of holiday pay if such lieu day off is not taken within sixty (60) calendar days of the holiday worked.

19.03 Full -Time

In the event that recognized holiday falls within a nurse's vacation period, or on their scheduled day off, such nurse will be given a lieu day off with pay on a mutually agreeable basis provided that the Employer will revert to payment of the holiday pay if such lieu day off is not taken within sixty (60) calendar days of the holiday.

A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked fall during the twenty-four (24) hour period, shall be deemed to be performed on the holiday for the full period of the tour.

19.04 This Article save as expressly provided herein will be administered in accordance with the requirements of the Employment Standards Act for "Public Holidays".

19.05 A nurse shall not be paid for any recognized holiday if they:

- (a) do not work on such holiday for which they are scheduled, unless a satisfactory reason is provided to the Centre;
- (b) if they are absent their normal shift immediately preceding or their normal scheduled shift immediately following the holiday unless a justifiable reason has been submitted to the Employer;
- (c) if they do not, upon request, produce a medical certificate for illness occurring on their normal scheduled shift preceding the holiday or following the holiday. Such medical certificate shall set out the date of the illness and the nature of the illness.

19.06 Where a recognized holiday falls on a Saturday or Sunday the Employer shall advise the Union in advance, whether the working day immediately preceding or the working day immediately following the recognized holiday as the day on which the holiday will be celebrated.

## **ARTICLE 20 - VACATIONS**

### 20.01 Full-Time

All nurses shall be granted vacation without loss of pay as follows:

- (a) a nurse who has completed less than one (1) year of continuous service shall be granted a vacation with pay on a pro rata basis, that is 1.25 days for each completed month of service, not to exceed fifteen (15) working days;
- (b) a nurse who has completed one (1) year but less than three (3) years of continuous employment shall be entitled to an annual vacation of fifteen (15) working days at normal salary;
- (c) effective the date of ratification a nurse who completed three (3) but less than fifteen (15) years of continuous employment shall be entitled to an annual vacation of twenty (20) days at normal salary;
- (d) a nurse who has completed fifteen (15) but less than twenty-five (25) years of continuous employment shall be entitled to an annual vacation of twenty-five (25) days at normal salary;
- (e) a nurse who has completed twenty-four (24) years or more of continuous employment shall be entitled to an annual vacation of thirty (30) days at normal salary.
- (f) for the purpose of clarity only:
  - (i) 1.25 days is 9.375 hours which is equivalent to 0.83 extended tours;
  - (ii) 15 working days is 112.5 hours which is equivalent to ten (10) extended tours;
  - (iii) 20 working days is 150 hours which is equivalent to 13.3 extended tours;
  - (iv) 25 working days is 187.5 hours which is equivalent to 16.6 extended tours;
  - (v) 30 working days is 225 hours which is equivalent to 20 extended tours.

### Part-Time

All nurses shall be granted vacation on the following basis:

- (i) less than one (1) year - 6% vacation pay and a pro-rated amount of time;
- (ii) one (1) year or more - 6% vacation pay and three (3) weeks vacation;

- (iii) three (3) or more years - 8% vacation pay and four (4) weeks vacation;
- (iv) fifteen (15) or more years - 10% vacation pay and five (5) weeks vacation;
- (v) twenty-four (24) or more years - 12% vacation pay and six (6) weeks vacation.

20.02 Vacation entitlement shall not be accumulated beyond the twelve (12) month period subsequent to the nurse's anniversary date at which it was earned save for one (1) week which may be carried over annually.

20.03 A nurse who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to their date of separation unless they leave without giving two (2) weeks notice of termination, in which case they shall be entitled to the vacation calculated in accordance with the provisions of the Employment Standards Act.

20.04 Vacation shall be taken during the current calendar year January 1 to December 31.

20.05 Vacations will be scheduled at such time of the year considering the wishes of both the Employer and the Employee, provided that in no event shall the scheduling of vacations interfere with the efficient operation of the Centre. Vacation schedules will be posted by April 30 of each year and will not be changed without the consent of the affected employees. Preference in scheduling of vacations will be based on seniority.

20.06 Where possible, prior to leaving on vacation, nurses will be advised as to the date and time at which to report for work following their vacation period.

20.07 No nurse shall take more than three (3) consecutive weeks vacation without the express consent of the Employer, which consent will not be unreasonably withheld.

20.08 Full-Time

Vacation pay for each week of vacation shall be at the basic rate of pay effective immediately prior to the vacation period.

Part-Time

Nurses will receive vacation pay in one lump sum together with their pay for the last pay period of each calendar year.

20.09 Vacation (Definition of "Service")

For the purpose of vacation entitlement, service shall mean combined service in both a full-time and a part-time capacity accumulated on a continuous basis. For the purpose of this clause, 1500 hours of part-time service shall equal one (1) year of full-time service and vice versa.

- 20.10 Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

### **ARTICLE 21 - NEW CLASSIFICATIONS**

- 21.01 When a new classification which is covered by the terms of this Agreement is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Bargaining Unit President of the same.

If the Union challenges the rate it shall have the right to request a meeting with the Employer to negotiate a mutually satisfactory rate.

Such request shall be made within ten (10) days after receipt of notice from the Employer of such new classification and rate.

Any new change mutually agreed to resulting from such meeting shall be retroactive to the date that the notice of the new rate was given by the Employer.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration as provided in this Agreement if submitted within fifteen (15) days of the meeting.

The decision of the Board shall be based on the relationship established by comparison with other classifications at the Centre having regard to the requirement of such classifications.

### **ARTICLE 22 - PREVENTATIVE MEDICAL CARE**

- 22.01 Nurses shall be allowed up to three (3) appointments per year paid leave of absence in order to engage in personal preventative medical health and dental care. Employees are normally expected to work the remainder of their scheduled shift (before and/or after) subject to medical directive. On request, nurses shall provide proof of medical or dental attention for time taken.

### **ARTICLE 23 - HEALTH AND SAFETY**

- 23.01 The Employer will continue its present practice of replacing damaged clothing in accordance with CWSDS's Policies and Procedures.
- 23.02 The Employer agrees to continue its effort to provide a safe and healthy working environment for its employees.



- 23.03 A Health and Safety Committee shall be established which is composed of an equal number of employee and Employer Representatives, but with a minimum of one (1) Representative selected or appointed by the Union .
- 23.04 The pay of nurses while serving on the Health and Safety Committee will be in accordance with the provisions in that regard of the Occupational Health and Safety Act (Ontario).
- 23.05 The parties agree that if incidents involving aggressive resident action occur, such action will be reviewed at the Joint Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

#### **ARTICLE 24 – HEALTH AND WELFARE BENEFITS**

##### 24.01 Full-Time

The Employer agrees to pay or continue to pay its portion of the premium cost in respect of the Benefit Plans as set out below for all eligible nurses in the bargaining unit:

- (a) The Employer will continue to pay one hundred percent (100%) of the billed premium on Liberty Health Insurance Supplementary Plan (semi-private accommodation);
- (b) The Employer will pay one hundred percent (100%) of the billed premium on the Sun Life Extended Health Care plan. Nurses will be covered at the benefit level provided by the Organization's standard group benefit plan (covered at the same benefit level that is provided to other employees at CWSDS).
  - i) The Employer will reimburse for eyeglasses and contact lenses to a maximum of \$200.00 dollars every 24 months including eye exam.
  - ii) Employer will cover up to a nine dollars (\$9.00) dispensing fee.
- (c) The Employer will continue to pay one hundred percent (100%) of the billed premium on Standard Life Disability Income Plan.
- (d) The Employer will continue to pay one hundred percent (100%) of the billed premium on Standard Life Group Life Insurance Plan.
- (e) The Employer will continue to pay its portion of the premium cost as specified in accordance with the Hospital of Ontario Pension Plan (H.O.O.P.P.). Eligible nurses may join the Plan on an enrolment date after the completion of six (6) months employment. All nurses must join the Plan by the first enrolment date following the completion of one (1) year of employment as a condition of employment;

- (f) The Employer will pay seventy percent (70%) of the premium cost in respect of Liberty Health Plan #7 plus Rider 1 (based on the current O.D.A. fee schedule) provided that the nurses will pay the other thirty percent (30%) of the premium cost by payroll deduction.
- (g) Eligible expenses are the reasonable and customary charges provided they are medically necessary for treatment of disease or injury, prescribed by a physician or dentist and dispensed by a registered pharmacist or physician. The amount payable for all eligible drugs and medicines for which an interchangeable generic equivalent is available, will be limited to the lower of the actual cost or the lowest cost generic equivalent; except if the attending physician or dentist specifies "no substitution".
- (h) A Health Spending Account in the amount of three hundred and twenty-five dollars (\$325.00) per year. Effective January 1, 2021, the Health Spending account in the amount of three hundred and sixty-five dollars (\$365.00) per year.

24.02 Full -Time

It is expressly understood and agreed that the Employer by this Article and by all other Articles herein related to Health and Welfare benefits such as insurance, pensions, etc. has agreed to pay its portion of the premium as provided for in such Article or Articles, but shall not be held to be an insurer in respect of any of the benefits described.

**ARTICLE 25 - WAGES**

25.01 Occupational classifications and wage rates are set out in Appendix "A" which is attached hereto, and forming part of this Agreement.

25.02 Full -Time

A nurse who is promoted to a higher-rated classification, shall receive the salary in that classification which is next higher than their salary immediately preceding the promotion. In the event that rate is not three percent (3%) higher than their previous rate, they shall receive the rate next higher in the new classification.

25.03 (a) Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The nurse shall co-operate with the Employer by providing verification of previous experience so that their recent related clinical experience may be determined and evaluated during their probationary period. Having established the recent related clinical experience, the Employer will credit a new nurse with one (1) annual service increment for every year of experience up to the maximum grid level. If a period of more than two (2) years has elapsed since the nurse has occupied a full-time nursing position, then the number of increments to be paid, if any, shall be

at the discretion of the Employer. The Employer may also give effect to part-time nursing experience in special circumstances

(b) (Applies to full-time only)

Upon completion of a continuous year of service, a nurse shall advance from their present wage level to the next increment level within their classification on their anniversary date of employment. An unpaid absence in excess of thirty (30) continuous calendar days will not be counted as part of a continuous year of service and, in such circumstances, advancement to the next increment level will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

**ARTICLE 26 - ACCESS TO FILES**

- 26.01 A nurse shall, upon written request, be given copies of their application form written warnings and notations of warnings and evaluations in their personnel file.
- 26.02 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add their views to such evaluation prior to it being placed in their file. Each nurse shall have reasonable access to their file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Executive Director or Designate. A copy of the evaluation will be provided to the nurse at their request.
- 26.03 Any letter of reprimand, suspension or other sanction will be removed from the record of the nurse twelve (12) months following the receipt of such letter, suspension or other sanction provided that the nurse's record has been discipline free for such twelve (12) month period.

**ARTICLE 27 - MISCELLANEOUS**

- 27.01 The parties hereto agree to allow the Ontario Nurses' Association to assemble this Collective Agreement and hereto agree to share equally the cost of printing this Agreement so that each nurse and all newly hired nurses will receive a copy.
- Where the singular is used it may also be deemed to mean the plural.
- 27.02 The Employer shall provide copies of all existing rules and regulations to the Union.
- 27.03 The Employer shall provide the Union with bulletin board space in such place so as to inform all employees in the bargaining unit of the activities of the Union.
- 27.04 Employees who are required to use their own vehicle for the Employer's business, shall be reimbursed as follows: the employer will pay, in addition to its thirty-nine cents (\$0.39) per kilometre base mileage rate, a temporary top-up of one cent (\$0.01) for each ten cents(\$0.10) per litre rise in the average cost of gasoline in

Oakville. Commencing on July 1, 2008, the employer will pay forty-two cents (\$0.42) per kilometre. Monthly thereafter, the employer will pay an additional one cent (\$0.01) per kilometre for each ten cents (\$0.10) per litre increase in the price of gasoline that remains in effect for said month. This temporary top-up will be reduced stepwise similarly should the price of gasoline drop. The nurse will provide the employer satisfactory proof of such mileage on personal vehicle.

27.05 Work-Related Auto Insurance Premium Increase

Where an auto insurance policy has a rider that is explicitly for Central West Specialized Development Services is submitted, the employer will pay up to fifty dollars (\$50.00) annually to help defray that expense.

**ARTICLE 28 - TERM OF AGREEMENT**

28.01 This Agreement shall be effective from the 1st day of April, 2019 until the 31st day of March, 2021 and shall continue in effect from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the expiry date of this Agreement of their desire to terminate or amend this Agreement.

DATED AT Oakville , ONTARIO, THIS 18th DAY OF September , 2020.

**FOR THE EMPLOYER**

Michelle Rolston

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Sylvia Fattore

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Kelly Kocken

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**FOR THE UNION**

Barbara Worthington  
Labour Relations Officer

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Michelle Caetano

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Tracey Hobson

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**APPENDIX "A" – SALARIES****Classification - Registered Nurse**

Step	April 1, 2019
Start	\$29.90
1 Year	\$30.95
2 Years	\$32.11
3 Years	\$33.85
4 Years	\$35.27
5 Years	\$37.13
6 Years	\$38.87
7 Years	\$40.67
8 Years	\$43.23

**Classification - Community Nurse Specialist and Healthcare Facilitator**

	April 1, 2019
Start	\$31.11
1Year	\$32.20
2 Years	\$33.42
3 Years	\$35.21
4 Years	\$36.70
5 Years	\$38.65
6 Years	\$40.45
7 Years	\$42.35
8 Years	\$45.02

**A.01 Maintenance of Level on Salary Grid**

Nurses who change their status from part-time to full-time will maintain their same level on the salary grid.

For the purpose of this Clause, a nurse who is so transferred will receive full credit for hours paid since her last advancement or placement on the grid for the purposes of further advancement on the grid.

**A.02 Full-time Graduate Nurses shall be compensated at a rate of fifty dollars (\$50.00) less per month than the above rates.**

Part-time graduate nurses shall be compensated at a rate of two dollars and thirty-one cents (\$2.31) less per day thirty-one cents (0.31¢) per hour than the above rates.

A.03 Graduate Nurses

A Graduate Nurse in the employ of the Employer, upon presenting proof of current registration by the College of Nurses of Ontario shall be given the salary of a Registered Nurse as provided in this Article retroactive to the date of writing the registration examination or to the date of last hire, whichever is later.

A.04 Part-Time

- (i) The hourly salary rates inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for Regular part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate plus 13%

- (ii) The hourly salary rates payable to part-time nurses include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specific to part-time nurses in this Agreement.
- (iii) It is understood and agreed that part-time nurses hourly rate (or straight time hourly rate) in this Agreement does not include the additional 13% which is paid in lieu of fringe benefits and accordingly the 13% added payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments. The payment in lieu shall be reduced to 8% for part-time nurses who enrol in the pension plan.

A.05 Part-Time

Maintenance of Level on Salary Grid

Nurses who change their status from full-time to part-time will maintain their same level on the salary grid.

For the purpose of this clause, a nurse who is so transferred will receive full credit for hours paid since their last advancement or placement on the grid for the purposes of further advancement on the grid.

A.06 Part-Time

Placement on Grid

Upon completion of 1500 worked hours, a part-time nurse shall advance from their present wage level to the next increment level within their classification.

A.07 Retroactivity

Increase to the wages shall be retroactive and apply to all nurses in the bargaining unit as of the date April 1, 2019 on the basis of each hour paid to the nurse. This will be paid to each nurse within three (3) weeks of the ratification by the Parties. The Employer will contact former employees at their last known address on record

with the Employer, with a copy to the Bargaining Unit President, within thirty (30) days of ratification to advise them of their entitlement to retroactivity.

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



**APPENDIX "B"**

**INDEPENDENT ASSESSMENT COMMITTEE CHAIRPERSONS**

Ms. Mary Ellen Luukkonen  
1910 Third Line West  
Sault Ste. Marie, ON P6A SKS  
E-Mail: maryellenluukkonen@gmail.com

Ms. Laralea Stalkie, RN, BNSC, MSN  
PO Box 71  
Camden East, ON KOKIJO  
Telephone: 613 2142038  
E-Mail: laraleas@gmail.com

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**CENTRAL WEST SPECIALIZED DEVELOPMENTAL SERVICES  
(Hereinafter referred to as the "Employer")**

**AND:**

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

**RE: New Funding for Wages**

The parties agree to meet no later than 90 days of being provided with the organization's breakdown of funding, specifically earmarked for wages and/or benefits, as per the terms and conditions set out by the funder, effective April 1, 2019.

DATED AT Oakville , ONTARIO, THIS 18th DAY OF September , 2020.

**FOR THE EMPLOYER**

Michelle Rolston

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Sylvia Fattore

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Kelly Kocken

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**FOR THE UNION**

Barbara Worthington  
Labour Relations Officer

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Michelle Caetano

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Tracey Hobson

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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**CENTRAL WEST SPECIALIZED DEVELOPMENTAL SERVICES  
(Hereinafter referred to as the “Employer”)**

**AND:**

**ONTARIO NURSES’ ASSOCIATION  
(Hereinafter referred to as the “Union”)**

**RE: Training and Development**

This confirms the agreement during negotiations that the employer will continue its practice of reimbursing nurses for continuing education as per its Training and Development Policy.

DATED AT Oakville , ONTARIO, THIS 18th DAY OF September , 2020.

**FOR THE EMPLOYER**

Michelle Rolston  
\_\_\_\_\_  
Sylvia Fattore  
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Kelly Kocken  
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**FOR THE UNION**

Barbara Worthington  
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