

**COLLECTIVE AGREEMENT**

BETWEEN:

**DUFFERIN OAKS LONG TERM CARE HOME**  
(hereinafter referred to as the "Employer")

AND:

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

Expiry: March 31, 2020

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**ARTICLE 1 – PURPOSE**

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

**ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by the Dufferin Oaks Long Term Care Home in Shelburne, Ontario, save and except Assistant Director of Care and persons above the rank of Assistant Director of Care.
- 2.02 The Employer recognizes the following categories of nurses:
- (a) A "full-time nurse" is a nurse who is regularly scheduled to work the normal full-time hours as defined in this Collective Agreement (Article 15.01).
  - (b) A "regular part-time nurse" is a nurse who regularly works less than the normal full-time hours as defined in this Collective Agreement, Article 15.01, and who offers to make a commitment to be available for work on a regular basis.
  - (c) A "casual part-time nurse" is a nurse who is called in to work on an interim or occasional basis, but does not work a regular schedule, or does so only for a specified period. Such nurse makes no commitment to the Employer to be available on a regular basis.
- 2.03 A Registered Nurse is defined as a nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Nursing Act.
- 2.04 A nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses of Ontario must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate. If the nurse fails to obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration she or he will be deemed to be not qualified for the position of registered nurse and hers or his employment will be terminated. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the-Human Rights Code.
- 2.05 The word "nurses" when used throughout this Agreement shall mean persons included in the above-described bargaining unit.
- 2.06 (a) In order to protect the standard of nursing care, the Employer agrees that no one outside of the above-mentioned bargaining unit shall perform the

work normally performed by members of this bargaining unit except for the purpose of instruction, experimentation or in the event of an emergency situation. The above will not apply to special nurses employed by the residents.

- (b) The Home agrees that there will be at least one (1) Bargaining Unit Registered Nurse scheduled to be on duty at all times. The Employer undertakes to maintain the standard of nursing care required by Provincial Regulatory Authorities.

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

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

3.01 The Union recognizes that the management of the Home and the direction of the work force are fixed in the Employer except as specifically limited by the provisions of this Agreement. The Union acknowledges that it is the function of the Employer, without restricting the generality of the foregoing, to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline nurses, provided that a claim of suspension, discharge or discipline without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
- (d) determine the number of personnel required, the 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 the nurses.

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

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

4.01 The Employer and the Union agree to cooperate in ensuring that the principles and requirements of the Ontario Human Rights Code are understood, observed, and applied in the workplace.

4.02 The Employer agrees that no members of Management will seek by interference,

restriction or coercion to persuade a nurse not to exercise her/his rights under this Collective Agreement.

4.03 Harassment and Discrimination

- (a) It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of any of the protected grounds under section 5(2) of the Human Rights Code.
- (b) It is further agreed that every employee has the right to be free from harassment in the workplace in respect of sex-based grounds as enumerated in section 7(2) of the Code.
- (c) It is further agreed that every employee has the right to be free from sexually-based solicitation or reprisal in the workplace as enumerated in section 7(3) of the Code.

Any employee who may have a harassment or discrimination complaint is encouraged and recommended to follow the complaint process as set out in the employer's harassment policies and procedures.

**ARTICLE 5 - NO STRIKES AND LOCKOUTS**

- 5.01 The union agrees there will be no strikes and the employer agrees there will be no lockouts during the term of this agreement. the term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

**ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES**

6.01 The Employer shall recognize the following representation:

- (a) a grievance committee of two (2) nurses;
- (b) a negotiating committee of two (2) nurses; and a Labour Relations Officer;
- (c) Union - Home Committee
  - i) There shall be a Union - Home Committee comprised of three (3) representatives of the Home, one of whom shall be the Director of Care or her/his designate and one of whom is the Administrator or her/his designate, and one of whom is the Manager of Human Resources or her/his designate, and three (3) members representative of the Union.
  - ii) The Committee shall meet quarterly unless otherwise agreed and as required under Section 19.01. The duties of the chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least three (3) calendar days prior to the meeting. A record shall be maintained of matters

referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to the Committee members.

- iii) purpose of the Committee includes:
  - (a) 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;
  - (b) dealing with complaints referred to it in accordance with the provisions of Article 19, Professional Responsibility;
  - (c) discussing and reviewing matters relating to orientation and in-service programmes;
  - (d) reviewing other matters of professional concern.
- iv) The Home agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.
- v) Where a Committee representative designated by the Union attends Committee meetings outside of her or his regularly scheduled hours, she or he will be paid for all time spent in attendance at such meetings at her or his regular straight time hourly rate of pay.

- 6.02 The Union will supply the Employer with the names of their representatives and any changes thereto, including the names of acting representatives appointed to serve temporarily.
- 6.03 The Employer shall pay designated representatives and Committee members their respective salaries for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiating the Collective Agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer.
- 6.04 The Union committees shall have the right to have the assistance of representatives or consultants from outside the employ of the Employer.
- 6.05 During the first two weeks of employment, a local representative of the Union shall be allowed up to fifteen (15) minutes of time within working hours to interview all newly employed nurses. Such interviews shall take place on the Employer's premises at a time and place mutually agreed upon by the new nurse, the representative and the Director of Care. The purpose of said interview is to discuss the duties and benefits of Union membership and to give out Collective Agreement Agreements, Membership Forms, and other relevant Union material.
- 6.06 All references to representatives and committee members in this Agreement shall be deemed to mean representatives and committee members who are employed by the Employer.

## **ARTICLE 7 - UNION SECURITY**

- 7.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings, within that month. The Union shall notify the employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted.
- 7.02 The Employer shall provide monthly the Union with a list showing the names and Social Insurance Numbers of all employees from whom deductions have been made. The report will identify the name of the facility. The Employer will also identify all terminations and newly hired employees. At least once per calendar year, the Employer will provide the Union with in a list which includes the addresses, shown on the Employer's personnel records, of all current members of the bargaining unit. The Employer shall provide information in an electronic format. However, in the event of a technological failure, the Organization reserves the right to provide the above information in a different format.
- 7.03 The Union shall indemnify and save the Employer harmless with respect to any liability for dues so deducted and remitted.
- 7.04 The Employer shall provide each nurse with a statement of dues deduction for income tax purposes (T4 Slip).

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

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.
- 8.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by a member of the grievance committee.
- 8.03 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she has first given her Director of Care or designate the opportunity of adjusting her complaint. Such complaint shall be discussed with the Director of Care or designate within ten (10) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse and failing settlement, then within ten (10) days of the Director of Care's decision, it shall be taken up as a grievance as follows:

### **Step Number One:**

The nurse with the assistance of a member of the Grievance Committee shall submit a written grievance signed by the nurse to the Director of Care or designate.

The grievance shall identify the nature of the grievance and the remedy sought. The Director of Care or designate will deliver her/his decision in writing within ten (10) days following the day on which the grievance was presented to him/her. Failing settlement, then;

Step Number Two:

Within ten (10) days, following the decision in Step Number One, the grievance may be submitted in writing to the Home's Administrator or her/his designate. A meeting will then be held between the Home's Administrator or her/his designate, and the Grievance Committee within ten (10) days of the submission of the grievance at Step Number Two unless extended by agreement of the parties.

It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Home's Administrator or her/his designate may have such counsel and assistance as she/he may desire at such a meeting. The decision of the Home shall be delivered in writing within ten (10) days following the date of such meeting. If the decision is unsatisfactory to the nurse, it may be referred to arbitration.

- 8.04 A complaint or grievance arising directly between the Home and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step Number Two within fourteen (14) days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting a nurse which such nurse could himself/herself institute and the regular grievance procedure shall not be thereby bypassed.
- 8.05 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a group grievance in writing identifying each nurse who is grieving to the Director of Care or her/his designate within fourteen (14) days after the circumstances giving rise to the grievance have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step Number One and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 8.06 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. The parties may mutually agree, in writing, to substitute a sole arbitrator for the Arbitration Board. All references in Article 8 to an Arbitration Board shall be taken to include a sole arbitrator. If no written request for arbitration is received within fourteen (14) days after the decision under Step Number Two is given, it will be deemed to be settled.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses,



if any, of the mediator.

- 8.07 All agreements reached under the grievance procedure between the representatives of the Home and the representatives of the Union will be final and binding upon the Home and the Union and the Nurses.
- 8.08 Any time limits referred to in the Grievance and Arbitration Procedures shall be exclusive of Saturdays, Sundays and holidays observed by the Employer.
- 8.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such a request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within fourteen (14) days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 8.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.12 The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 The proceedings of the arbitration board will be expedited by the parties hereto and the decision of the majority, or where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 8.14 Each of the parties hereto will bear the expenses of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 8.15 Where no answer is given within the time limits specified in the grievance procedure, the grieving party shall be entitled to submit the grievance to the next step.
- 8.16 The parties may agree to waive or extend any of the time limits established in this procedure by agreement in writing.
- 8.17 A nurse is entitled prior to the imposition of suspension or discharge, to be given written reason for such action and the Employer must notify the nurse of her/his right to have a Union representative present at any meeting to be held with the Employer to discuss discipline, suspension or discharge. If a nurse declines her/his right to have a Union representative present, the Employer agrees to notify the Union within three (3) days of any such discharge, discipline or suspension. Should the nurse(s) or the

Union wish to file a grievance against any such discharge, suspension or discipline, it shall be reduced to writing and filed within ten (10) days of the discharge, suspension or discipline. Copies of disciplinary notations to nurses` personnel files shall be given to the nurses.

- 8.18 A grievance claiming unjust discipline, suspension or discharge may be settled by confirming the Employer's action or by reinstating the nurse and making him/her whole in all respects, or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitration Board.

## **ARTICLE 9 – SENIORITY**

- 9.01 (a) Seniority for full-time nurses shall be credited as of the date of last hire into the service of the Employer.
- (b) Seniority for part-time and casual nurses shall be based on the total number of full or part-time tours worked since the date of last hire. Fifteen hundred (1500) hours shall be the equivalent to one (1) year of full-time seniority.
- 9.02 (a) All newly employed full-time, part-time and casual nurses shall be considered to be on probation for a period of seventy (70) tours (525 hours) worked or eight (8) months, whichever comes first.
- (b) With the written consent of the Employer, nurse and designated representative, such probationary period may be extended. Where the Employer requests an extension of the probationary period it will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours worked and, where requested, the Employer will advise the nurse and the Union of the basis of such extension.
- (c) Seniority shall then be credited as provided in Article 9.01 herein.
- 9.03 The Employer will keep up-to-date seniority lists for both full-time and part-time nurses, post the same in a conspicuous place, revise the same every six (6) months and supply copies of the current list to the Union.
- 9.04 a) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- i) when on approved leave of absence with pay;
  - ii) when in receipt of illness allowance under Short Term Disability, Employment Insurance Sick Benefits or Long Term Disability; or
  - iii) for the first twenty-four (24) months when in receipt of WSIB benefits as the result of injury or illness incurred while in the employment of the Employer

- iv) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days.
- v) when on pregnancy & parenting leave.

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

- (b) Seniority shall be retained but not accumulated when a nurse is absent from work:
  - i) when absent due to layoff for a period of thirty (30) calendar months; or
  - ii) when in receipt of WSIB benefits as the result of injury or illness incurred while in the employment of the Employer for the period beyond twenty-four (24) months and up to thirty (30) months; or
  - iii) when on illness absence not paid by the employer for a period of up to thirty (30) months.

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

- (c) Seniority shall be lost and employment terminated when a nurse is absent from work under the following circumstances:
  - i) leaves of her or his own accord; or
  - ii) laid off for more than thirty (30) calendar months; or
  - iii) discharged for just cause and such discharge is not reversed through the grievance procedure; or
  - iv) when in receipt of WSIB benefits as the result of injury or illness incurred while in the employment of the Employer for the period in excess of thirty (30) months; or
  - v) when on illness absence not paid by the Employer for a period in excess of thirty (30) months

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

## 9.05

### Job Posting

Where the Employer determines that a vacancy exists in the bargaining unit, or if the Employer establishes a new position within the bargaining unit, the Employer will post the position on an employee accessible website with a copy to the Human Resources Bulletin Board and the local union representative. Such notice shall remain posted for a period of seven (7) calendar days.

Employees who wish to apply for any posted vacancy shall do so electronically, to the Human Resources department, on an electronic application form within the posting period.

Such vacancy or new job created shall be filled from the applications received in accordance with Article 9.07. It is understood that qualified employees within the bargaining unit will be considered before external candidates.

Successful applicants will be notified by the Employer within a reasonable time frame and have 24 hours to decline after which time consent is considered final and irrevocable. An announcement will be posted with the successful applicant's name by way of a summary page on the Human Resources Bulletin Board with copy to the local union representative.

This article does not apply to positions that are filled in accordance with the provisions of Article 9.08 Layoff and Recall.

9.06 Vacancies which are not expected to exceed three (3) months may be filled by the Employer with regular part-time nurses without posting. If the temporary vacancy is expected to exceed three (3) months, the position will be posted in accordance with Articles 9.05 and 9.06. A nurse who is absent due to illness or leave of absence, and whose position is being filled as a temporary vacancy, shall have the right to return to her former position on expiry of the illness or leave of absence. Any vacancy which is not created through an illness or leave of absence and which is expected to exceed three (3) months shall be deemed to be a permanent vacancy.

9.07 In all cases of transfer or promotion the following factors shall be considered:

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

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

9.08 Layoff and Recall

- (a) Where there is a reduction in the workload resulting from a surplus of nurses, the Employer shall layoff nurses on the basis of seniority. Probationary nurses shall be laid off first and the most junior nurses shall be laid off thereafter provided that the remaining nurses are qualified to perform the available work.
- (b) Nurses shall be recalled in reverse order of layoff, subject to their right to require orientation for any job for which they do not feel immediately qualified.
- (c) All nurses who are on layoff will be given job opportunity before any new nurse is hired.

- (d) No nurse may be laid off until she has received sixty (60) calendar days' notice of layoff or pay in lieu thereof.

## 9.09

Transfer Outside of the Bargaining Unit

- (a) A nurse who has been requested to substitute temporarily in a classification that is excluded from the bargaining unit may refuse to do so. If she/he consents she/he shall be deemed to be covered by the Collective Agreement, but shall be compensated in accordance with the excluded classification.

In the event that a nurse is transferred out of the bargaining unit, as above, for a period of three (3) months and is returned to a position in the bargaining unit, she/he will not suffer any loss of seniority, service or benefits.

A nurse 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 one (1) year, with the option to extend if mutually agreed upon by both parties, shall retain but not accumulate, her or his seniority held at the time of the transfer. In the event the employee is returned to the bargaining unit, she/he shall be credited with seniority held at the time of the transfer and resume accumulation from the date of her or his return to the bargaining unit.

Where the nurse is transferred temporarily for an employee who is off on pregnancy and/or parental leave, this temporary position can be extended to a maximum of eighteen (18) months.

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/he will lose all seniority held at the time of the subsequent transfer.

- (b) The Employer agrees to provide adequate orientation to a nurse to fill the role of these positions.
- (c) Any nurse presently in or who has been in what is now the bargaining unit, who elects or is appointed to any permanent position connected with the Employer outside of the bargaining unit, may be returned to the bargaining unit provided the Employer has first complied with the job opportunity provisions of the Collective Agreement.

In such event, the nurse, on returning to the bargaining unit, shall retain the seniority accumulated up to the date of her/his election or appointment to a position out of the bargaining unit, but will not accumulate any seniority while outside the bargaining unit for the purposes of job opportunity and layoff or other non-monetary benefits and privileges.

Her previous date of hire into the bargaining unit with the Employer, however, shall continue to be recognized for the purposes of calculation of

the amount of the monetary benefits to which she/he is now entitled.

- 9.10 All seniority, illness, vacation and other credits obtained under this Agreement shall be retained and transferred with the nurse if she/he changes her/his status from full-time to part-time and vice versa. A part-time nurse who changes her/his 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.

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

- 10.01 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall sign such evaluation as having been read and shall have the opportunity to add her/his views to such evaluation prior to it being placed in her/his file. Each nurse shall have reasonable access to her/his file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of her/his supervisor. A copy of the evaluation will be provided to the nurse at her/his request.
- 10.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction, provided that the nurse's record has been discipline free for such eighteen (18) month period.

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

- 11.01 The Employer may grant leave of absence without pay if any nurse requests it in writing and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the Home. A reply will be given in writing. Permission for leave of absence shall not be unreasonably withheld. Where possible, requests shall be made thirty (30) days in advance.
- 11.02 Nurses may be allowed leave of absence to attend workshops which are employment related and professional meetings. Selection of the nurses shall be made on an equitable basis from those who apply to attend such programmes.
- 11.03 If possible, leave of absence will be granted with or without pay, at the discretion of the Employer, to any nurse who wishes to enroll in a post graduate course, certificate or degree course from a university or community college or other institution offering employment related courses. Such leave of absence shall be without loss of seniority.
- 11.04 **Bereavement Leave**
- For the purpose of mourning at the time of death, a nurse shall be granted up to five (5) consecutive days without loss of pay for her/his regularly scheduled hours, in the case of death of a spouse, mother, father or child.

For the purpose of mourning at the time of death, a nurse shall be granted up to three (3) consecutive days without loss of pay for her/his regularly scheduled hours, in

the case of the death of a grandchild, grandparents, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law.

In the event of a common-law relationship, which has existed for a period of at least one (1) year, and is publicly represented by the employee, as the employee's family in the community in which she/he resides, the previously noted common-law relatives would be considered for compassionate leave.

Pay shall be at the nurse's regular rate and shall only be for the time she/he was scheduled to work during the bereavement period. Additional leave of absence without pay may be granted by the Employer.

#### 11.05

##### Pregnancy and Parental Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications or premature birth.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (d) An employee who is on pregnancy leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 and 23 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. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

The SUB benefit is equivalent to the difference between 84% of the gross regular weekly earnings at Dufferin Oaks and the sum of the gross weekly EI benefits less any other earnings. The SUB plan provision is for a maximum of (fifteen) 15 weeks.

The SUB calculation is based on the EI rate of 55%, less any other earnings. If the length of the leave changes, therefore reducing the EI rate, the total payable by Dufferin Oaks would remain the same amount (based on the 55% rate) and the provisions for the (fifteen) 15-week maximum for the SUB plan payment would continue to apply.

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

- (e) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- (f) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted per the Employment Standard Leave
- (g) The employee shall give the Employer two (2) weeks' written notice of the date the leave is to begin unless exempt under the Employment Standards Act. The duration and notification period of the Parental leave is as per the Employment Standards Act.
- (h) An employee who is on parental leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance parental 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 eighty-four (84%) percent of the nurse's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Home of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of twelve (12) weeks. The nurse's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

The SUB benefit is equivalent to the difference between 84% of the gross regular weekly earnings at the County of Dufferin and the sum of the gross weekly EI benefits less any other earnings. The SUB plan provision is for a maximum of (twelve) 12 weeks.



The SUB calculation is based on the EI rate of 55%, less any other earnings. If the length of the leave changes, therefore reducing the EI rate, the total payable by Dufferin Oaks would remain the (twelve) 12-week maximum for the SUB plan payment would continue to apply.

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

- (i) For the purposes of parental leave, the provisions under (a) and (c) shall also apply.
- (j) The Employer shall continue to pay its' share of the premiums to the various employee benefit plans for nurses who are on pregnancy and parental Leave, provided that the nurse arranges to pay the employee's share of the premiums, if any.
- (k) Seniority and service continues to accrue while a nurse is off on pregnancy and parental leave.

#### 11.06

##### Jury and Witness Duty

A nurse who is called to serve as a juror or who is subpoenaed as a crown witness in a court, or as a witness at an inquest, or as a witness at a hearing of the College of Nurses of Ontario shall be granted a leave of absence for such purpose. A nurse serving as a juror or summoned as a Crown Witness, or as a witness at an inquest, or as a witness at a hearing of the College of Nurses of Ontario shall be paid any difference between the amount received for such jury duty and the amount she would have received from the Employer had she/he worked her/his regular scheduled working hours. To be eligible to receive payment from the Employer, the nurse must give the Employer notice of her/his intention to be absent within twenty-four (24) hours of receipt of the subpoena or jury notice, and she must also at the conclusion of her/his jury or witness duty, obtain a certificate from the Court showing the period of her/his jury or witness duty and she/he shall deposit this certificate together with evidence of the amount of compensation paid to him/her, exclusive of expenses with the Employer. The nurse will come to work during those regularly scheduled hours that she/he is not required to attend Court. However, in any event the nurse shall not be expected to attend both her/his Court duties and her/his duties at the Home within her/his scheduled day of work. Any nurse serving as a juror or Crown Witness shall be scheduled to the day tour while so serving. Any change to the schedule resulting from this Article will not result in premium pay to any nurse.

#### 11.07

##### (a) Leave of Absence for Employees on the Board of Directors of the Ontario Nurses' Association

Upon fifteen (15) days' notice in writing except in case of an emergency meeting, a nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than the Office of President, shall be granted leave of absence without pay. There shall be no loss of seniority or credits

for the purposes of salary advancement and vacation entitlement or other purposes during such leaves of absence. During such leaves of absence, salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer on a monthly basis for such salary and Employer contributions to benefits.

(b) 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 of absence without loss of seniority and benefits up to three (3) consecutive two (2) year terms, or otherwise as agreed in writing. During such leave 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.

(c) Local Union Leave

- i) Upon fifteen (15) days` notice in writing, a leave of absence for local Union business shall be given without pay. It is agreed that a minimum of one (1) nurse from the bargaining unit may be absent at a time, however, the employer will endeavour to allow two (2) nurses on such leave at the same time
- ii) Such nurse's pay and benefits will be kept whole by the Employer for the duration of such leaves and the Employer shall be reimbursed for the total nurse's pay by the local Union on a month-to-month basis.

(d) Leave of Absence for Employees Who Serve as Local Coordinators for the Ontario Nurses' Association

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay to a total of thirty (30) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (c) above. Such leave will be requested by the employee a minimum of four (4) weeks in advance. Such request(s) shall not be unreasonably denied where less than four (4) weeks notice is given by the employee.

- (e) 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, and seniority shall be maintained and will not accumulate 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 four (4) weeks prior to the date of such 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.

11.08 Legislated Leaves

A nurse is entitled to legislated leaves as defined by and in accordance with the provisions of the *Employment Standards Act, 2000*.

11.09 Severe Weather

It is recognized that, on occasion, severe weather may make it difficult for employees to get to work at their normal starting time. In such cases, the employee is responsible for notifying their supervisor that they will likely be late due to weather conditions or that they will be unable to report for work due to weather conditions.

Employees absent due to severe weather or leaving early will be required to select from one of the choices below to cover the missed time. This includes road closures due to weather.

Procedure:

Employees must advise their supervisor and reconcile time missed due to severe weather by using one of the following options if available:

1. Lieu time
2. Vacation time
3. Incidental time (sick)
4. Any other banked time available.

Bank entitlements must be used first, but if none of the above options are available, the time may be taken as an unpaid leave of absence.

11.10 Education Leave

Leaves of absence, without pay, for the purposes of furthering professional nursing career development related to positions within the Home, may be granted on written application by the nurse to the Director of Care or designate. Requests for such leave will not be unreasonably denied.

**ARTICLE 12 - PAID HOLIDAYS**

12.01 All full-time nurses shall receive the following Holidays without loss of pay:

New Year`s Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day (December 25)
Canada Day (July 1)	Boxing Day (December 26)
Civic Holiday	Floating Holiday
Family Day (3rd Monday in February)	

The Floating Holiday is to be taken at a time mutually agreed upon by each full-time

nurse and the Employer.

- 12.02 (a) In order for a full-time nurse to qualify for a paid holiday and receive payment, such nurse must:
- i) work her/his regular day of work preceding and following the holiday, provided that if a full-time employee is absent due to illness, the employee shall be paid for all statutory holidays during time of illness, according to the formula established under the Short Term Disability Plan. No statutory holidays are accumulated when on Short Term Disability. If a statutory holiday occurs when an employee is on authorized leave without pay, she/he shall receive statutory holiday pay provided that she/he is not on leave without pay the working day before or after the statutory holiday;
  - ii) and report for and perform her/his work on the holiday if she/he agreed to work that day unless excused by the Employer.
- (b) A full-time nurse who qualifies for the holiday and does not work shall be paid for one (1) day at her/his normal rate of pay.
- (c) A full-time nurse who works on any of the foregoing holidays shall be paid at the rate of time and one-half (1½) her/his applicable hourly rate of pay for all hours worked on such holiday. In addition, she/he will receive a lieu day off with pay.
- 12.03 A tour that begins or ends during the twenty-four (24) hour period of any of the above holidays, where the majority of hours worked falls within that twenty-four (24) hour period, shall be deemed to be work performed on the holiday for the full period of the tour.
- 12.04 When a holiday falls within a nurse's vacation period, it shall be added to the end of her/his vacation or scheduled at a mutually agreeable time. When a holiday falls on a nurse's regularly scheduled day or days off, it shall be scheduled at a mutually agreeable time.
- 12.05 (a) Lieu days are to be scheduled at a time mutually agreed between the Director of Care and the nurse.
- (b) A request for the scheduling of lieu days must be submitted to the Director of Care at least three (3) working days prior to the posting of the schedule.
- (c) Lieu days may be accumulated up to five (5) days. Lieu days accumulated in excess of five (5) days must be taken within two (2) pay periods before or two (2) pay periods after the holiday being observed, with mutual agreement between the nurse and her immediate supervisor.
- 12.06 Insofar as it is possible to do so, the Employer will do its best to equally distribute paid holidays off among its nursing staff.
- 12.07 If a part-time nurse is required to work on a Public Holiday, as outlined in 12.01,

exclusive of the Floating Holiday the nurse shall be paid at one and one-half (1½) times her/his regular rate for all hours worked.

### **ARTICLE 13 – VACATIONS**

- 13.01 (a) All full-time, part-time and casual nurses shall accumulate vacation credits at the following rates:

Equivalent Years	Accrual Rate Per Month	Equivalent Days	Equivalent % Hourly
Start to end of 3 years	1.25 days	15	6%
Start of 4 to end of 12 years	1.66	20	8%
Start of 13 to end of 20 years	2.08	25	10%
Start of 21 to end of 25 years	2.5	30	12%
Start of 26 years and more	2.9	35	14%

- 13.02 An employee shall be permitted to carry over up to 10 days of vacation per year. In circumstances where an employee exceeds the maximum carry over, the employee and the Manager will determine a mutually agreeable vacation schedule to reduce the amount of excess carry over vacation to the 10 day limit.

- 13.03 Nurses may draw up to two (2) days vacation in advance. Should any nurse terminate prior to completing the service requirement to earn such days, appropriate deduction shall be made from her/his termination pay.

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

- 13.05 (a) In order to schedule vacations, the following procedure will govern:
- i) The definition of the vacation period is April 1st through March 31st of the year. All nurses will submit annual vacation requests by April 1st of each year. The Employer will post vacation granted by May 1st. In the event of conflicts, seniority will prevail.
  - ii) Requests received after the deadline will be treated on a first come first serve basis. The employer agrees to approve or deny such requests within fourteen (14) calendar days from receipt of the request, unless in a case of an emergency when it will be given as soon as practical.
- (b) The weekend prior to a nurse's vacation shall be scheduled as a weekend off unless otherwise requested.
- (c) All vacation shall be scheduled to commence on a Monday unless other

arrangements are made.

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

13.06 Vacation pay for part-time and casual nurses shall be paid on a bi-weekly basis. The amount of vacation pay will be separately identified on the pay stub.

13.07 For the purpose of vacation entitlement, service for those employees who's status is changed from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time employee employed by the home and accumulated on a continuous basis. For the purpose of this Article 1500 hours of part-time service shall equal one year of full-time service and vice versa.

#### **ARTICLE 14 - ILLNESS ALLOWANCE**

##### 14.01 Incidental Illness

Each employee is personally responsible for advising her supervisor or designate, prior to each occasion necessitating an absence from scheduled duty.

An employee who is absent from work for three (3) weeks or more must provide her supervisor a minimum of 96 hours (4 days) notice of her return to work date.

##### Full-Time

Every full-time employee will have six (6) paid days for each year for incidental illness or as a bridge to Short Term Disability benefits. New full-time employees will have these days prorated based on their start date. Advances from the following year's Incidental Illness allotment to cover off an absence in the current year will not be permitted.

##### 14.02 Bonus Day Payout

Should a full-time employee be absent less than six (6) days per calendar year, then the employee will be credited with the difference between six (6) days and the number of days actually used, and the value of these credits shall be paid out to the employee at the end of each calendar year at the rate of pay of that calendar year. If the employee chooses, the credits owing may be converted to vacation. If service is less than twelve (12) full months in the year, pay out of the Bonus Days will be pro-rated.

##### 14.03 Medical Eligibility Requirements

Each employee, whether full-time, part-time or casual, who is absent for a period of more than three (3) consecutive working days, shall have the forms required by the Home completed by a physician or nurse practitioner. The employee shall submit the completed forms to the Employer's third party disability provider who will manage the employee's absence and return to work. The Employer's third party disability provider determines eligibility for Short Term Disability benefits for full-time

employees as described in Article 14.04. If at any time there is insufficient medical information to support disability or an employee is non-compliant with the treatment program, benefits may be suspended.

Each employee is fully responsible for providing all medically required documentation directly to the Home's third party disability management provider as requested. All costs incurred in obtaining this documentation will be the responsibility of the employee.

Employees have the right to appeal any denial of benefits made by the third party provider.

Should it appear that an employee is making too frequent application for this leave, the matter shall be referred to the Administrator for investigation.

#### 14.04 Short Term Disability Plan

Full-time employees shall receive compensation for Short Term Disability benefits of up to seventeen (17) weeks, as follows:

- a) If a full-time employee becomes totally disabled as a result of illness, accident, or hospitalization, Short Term Disability benefits will commence on the fourth (4th) consecutive working day of disability and end after seventeen (17) weeks.
- b) In order to qualify for the benefits, the employee must be receiving regular and ongoing care from a qualified medical practitioner and provide a medical certificate supporting the absence and anticipated date of return to work.

If an employee requires modified work, restrictions should be clearly set out in the medical documentation, including a prognosis for recovery.

Every full-time employee shall have immediate seventeen (17) weeks of disability coverage according to the following formula:

YEARS OF SERVICE AS OF JANUARY 1ST OF EACH YEAR.	FULL SALARY	70% OF SALARY
First 3 months	0	17 weeks
After 3 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0

#### 14.05 Short Term Disability Payment

It is understood that in any one (1) calendar year a maximum of seventeen (17) weeks of salary protection shall be available.

If a full-time employee is approved for and is off on Short Term Disability, the employee shall be paid for all statutory holidays during the time of illness, according to the formula established under the Short Term Disability Plan. The seventeen (17) weeks of short term disability benefits is not extended as a result of the paid statutory holidays. No statutory holidays are accumulated when on Short Term Disability.

In the event an employee drops to seventy percent (70%) earnings, she may, upon her written request, use accumulated vacations or lieu time (overtime/paid holidays) to supplement her seventy percent (70%) earnings to one hundred percent (100%).

In the event a full-time employee is on Short Term Disability at the end of a calendar year, Short Term Disability will be carried over into the following year at their current rate of pay until a total of seventeen (17) weeks of continuous absence has occurred.

If any full-time employee is on Short Term Disability at December 31st of any year, that employee would not revert to full pay as of January 1st, but would continue on at their current rate of pay until a total of seventeen (17) weeks of continuous absence has occurred, at which point application for Long Term Disability benefits should be made.

Should a full-time employee anticipate still being disabled at the expiration of seventeen (17) continuous weeks of Short Term Disability benefits, then an application for Long Term Disability benefits should be initiated six (6) to eight (8) weeks prior to the Long Term Disability eligibility date.

### **ARTICLE 15 - HOURS OF WORK**

15.01 The normal daily tour shall be composed of seven and one-half (7½) consecutive hours, exclusive of a one-half hour unpaid meal period. The normal work week shall be composed of thirty-seven and one-half (37½) hours per week.

It is understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Clause 15.06.

15.02 (a) There will be two (2) fifteen (15) minute paid rest periods, and one (1) thirty (30) minute unpaid lunch period in each tour. If a nurse is recalled to duty during the mealtime or a rest period, equal additional time shall be provided



later in the tour.

- (b) For purposes other than payment of wages and for the purpose of clarity, four (4) hours or less of work equals a part or half tour, while hours of work in excess of four (4) equals a full tour.

15.03 Separate rooms away from resident care areas will be provided for staff coffee and meal breaks.

15.04 Scheduling Regulations

- (a) A nurse requesting specific tours on a permanent basis will be given consideration if convenient to the Employer to make such arrangement and shall continue only as long as it is convenient for the Employer. A nurse requesting removal from a permanent tour of duty will be given consideration by the Employer.

- (b) All nurses will receive five (5) or more consecutive days off at Christmas or New Year's unless a nurse makes a written request otherwise.

Time off at Christmas shall include December 24th, 25th, and 26th. Time off at New Year's shall include December 31st and January 1st, unless otherwise mutually agreed.

Time worked at Christmas shall include December 24th, 25th, and 26th. Time worked at New Year's shall include December 31st and January 1st, unless otherwise mutually agreed.

Scheduling regulations may be waived between December 15th and January 10th in order to accommodate this time off.

- (c) Tour schedules and days off determined by the Home shall be posted by Friday afternoon at 4:30 p.m. at least two (2) weeks in advance to cover a six (6) week period. These tours and/or days off may be changed by the Employer at any time with consent of the nurse(s) provided, however, if consent is not granted, the Employer may change the schedule on forty-eight (48) hours' notice. When a tour schedule is changed without forty-eight (48) hours' notice, the nurse shall be paid at the premium rate of time and one-half (1/2) for the first tour of the new schedule. Provided this clause shall not apply to part-time nurses requested to work time in addition to that set out in the posted schedule.
- (d) Requests for special days off are to be submitted in writing at least two (2) weeks in advance of posting. Request for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. In any event, it is understood that such a tour of duty or exchange initiated by the nurse and approved by the Director of Care shall not result in overtime compensation or payment.
- (e) Schedules may be posted to provide for more than five (5) consecutive days of work, but not more than six (6) days of work without days off provided a total

of four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled.

- (f)
  - i) For full-time nurses, at least sixteen (16) hours` time off shall be scheduled between a change of tours of duty, and at least forty-seven (47) hours` time off shall be scheduled following night duty when two (2) or more consecutive night tours are worked. A shorter period of time between change of tour may be scheduled; however, should these regulations not be adhered to, such nurse will be paid time and one-half (1½) for the first tour worked.
  - ii) For part-time nurses, at least twenty-three (23) hours off shall be scheduled following night duty of two (2) or more consecutive night tours worked. A shorter period of time between changes of tour may be scheduled; however, should these regulations not be adhered to, such nurse will be paid time and one-half (1½) for the first tour worked, unless the part-time nurse on request of the Employer agrees to a shorter period of time. The nurse releases the Employer of the payment of one and one-half (1½) times for the first tour worked.
- (g) A nurse is entitled to at least one (1) weekend off in three (3). The Employer will make every endeavour to schedule the weekends one (1) weekend off in two (2). Should a nurse be required to work more than two (2) weekends in four (4) weekends, she shall be paid time and one-half (1½) her basic rate for the third weekend and every successive weekend worked until a weekend is scheduled off. A weekend off consists of fifty-five and one-quarter (55¼) consecutive hours off work during the period 1515 hours Friday until 0700 hours of the following Monday. A part-time nurse who is requested by the Employer and agrees to work additional weekends, releases the Employer of the payment of one and one-half (1½) times for such weekends worked.
- (h) The Employer will endeavour to avoid the scheduling of split tours as defined below:
  - i) A split tour is hours worked but not consecutively in a twenty-four (24) hour period.
  - ii) Split tours are any combination of the three tours (days, evenings, and nights) worked within one (1) work week.
  - iii) A nurse on night tour shall receive her work weekend off commencing at 0630 hours Friday and ending at 2230 hours Sunday.
- (j) Part-Time Scheduling

All available shifts shall be equitably distributed among the available regular part-time nurses in the Home when the time sheet is posted. If an odd number of shifts are left over after the equal distribution, such shifts shall be offered first to the most senior regular part-time nurses, who are available, before being offered to less senior regular part-time nurses.

After the time sheet has been posted, extra shifts that become available shall always be offered to the available regular part-time nurses on the basis of seniority.

It is understood that the Home will not be required to offer shifts which would result in overtime premium pay.

15.05 For the purposes of clarity, the standard full-time tours of work shall be defined as follows:

NIGHT TOUR            2230 - 0630 hours

DAY TOUR                0630 - 1430 hours

EVENING TOUR        1430 - 2230 hours

If new starting and stopping times are being introduced by the Home, six (6) weeks' notification in writing shall be given to the Association. The Home shall meet with the Association prior to the introduction of new starting and stopping times, so that the reason for the introduction of new starting and stopping times may be discussed and the Association may have the opportunity to make submissions.

15.06 Premium Pay

- (a) There shall be no pyramiding or duplicating of overtime or premium rates or any other benefit under this agreement unless otherwise specifically provided.
- (b) Nurses shall not be scheduled or required to work in excess of normally scheduled hours of work or days without consent.
- (c) The nurse may have the option of selecting compensating time off at the appropriate premium rate without loss of pay in lieu of the payment outlined as follows:

Time and one-half (1½) the equivalent hourly rate will be paid a nurse:

- i) for all work performed in excess of seven and one-half (7½) hours in a twenty-four (24) hour period;

Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her/his normal daily tour. If authorized overtime amounts to fifteen minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour.

- ii) for all work performed by a full-time nurse on her/his scheduled days off;

- iii) as a result of any change in tours and/or days off as provided in Article 15.04 (c);
- iv) for all work performed after working six (6) consecutive tours without two (2) consecutive days off until such days off are granted;
- v) for all work performed on her third and subsequent consecutive weekend worked until a weekend off is granted.

Note: Nurses that select to bank compensating time off in lieu of premium payment as outlined above, may bank up to 37.5 hours before such time is paid out at the appropriate premium rate.

15.07 Call-In

A nurse who is requested to come in when not previously scheduled and reports for work at the beginning of the tour shall receive a minimum of four (4) hours` pay.

15.08 Reporting Pay

A nurse who is called in or reports for work as scheduled and no work is available and the Employer sends him/her home, shall receive a minimum of four (4) hours` pay.

15.09 Shift Premium

A nurse shall be paid a night shift premium two dollars and fifty-five cents (\$2.55) effective April 1, 2019 for each hour worked between 2230 hours and 0630 hours.

A nurse shall be paid an evening shift premium of two dollars and twenty-five cents (\$2.25) per hour effective April 1, 2019 for each hour work between 1430 and 2230 hours.

15.10 Weekend Premium

A nurse shall be paid a weekend premium two dollars and seventy cents (\$2.70) effective April 1, 2019 for each hour worked between 2300 hours Friday and 2300 hours Sunday.

If a nurse is receiving premium pay under Article 15.06 (v) – Scheduling Regulations, she/he will not receive weekend premium under this provision.

15.11 Responsibility Pay

Responsibility Pay of one dollar and eighty cents (\$1.80) effective April 1, 2019 an hour is applicable to the bargaining unit RN in charge on the evening, night and weekend shifts.

**ARTICLE 16 - BENEFIT PLANS**

16.01 The Employer agrees to pay on behalf of each eligible full-time nurse, one hundred percent (100%) of the billed premium for the following benefits:

(a) Extended Health Care Plan

Includes semi-private hospital, prescription drugs [as detailed below], other medical expenses, hearing aid, vision care, paramedical benefits (as listed below), and orthopedic shoes, as detailed in the Master Policy on file with the Employer.

Paramedical Benefits	
Private Duty Nursing	\$25,000 / 36 months
Clinical Psychologist, Marriage or Family Therapist	Combined maximum of \$600 per person per calendar year
Physiotherapist	\$500 per person per calendar year
Speech Pathologist	\$500 per person per calendar year
Massage Therapist	\$500 per person per calendar year
Chiropractor	\$500 per person plus \$50 for x-rays per person per calendar year
Osteopath	\$500 per person per calendar year
Podiatrist	\$500 per person per calendar year
Chiropodist	\$500 per person per calendar year
Naturopath	\$500 per person per calendar year
Dietitian	\$280 per person per calendar year
Hearing Aids	\$700 per person per 36 consecutive months
Accidental Dental	Reasonable & Customary / General Practitioners Fee Guide

A deductible of \$22.50 for single coverage and \$35.00 for family coverage shall apply.

Prescription drugs are those that legally require a written prescription. Reimbursement of prescription drugs will be based on the generic version unless stipulated otherwise by the physician, dentist or nurse practitioner who prescribes the drug, in which case the non-generic drug will be reimbursed.

The vision care plan covers four hundred and fifty dollars (\$450.00) every twenty-four (24) months.

Additionally, the vision care plan includes coverage for one (1) optical exam per person every twenty-four (24) months, to a maximum \$100 per exam.

(b) Employer Health Tax

(c) Dental Plan

Effective on signing date of this agreement, a plan to provide dental care to the equivalent of Blue Cross #9 at the current ODA fee schedule as the schedule is amended during the life of this agreement.

Recall exams are covered every 9 months for adults, and once every 6 months for children under 18 years of age.

Major Restorative coverage, including complete and partial dentures: \$2000 annually – 50/50 co-pay.

Orthodontic coverage: \$2,000 lifetime per child – 50/50 co-pay.

(d) Group Life Insurance

i. Full-Time

As detailed in the Master Policy on file with the Employer. Coverage shall be two (2) times the annual earnings of the nurse, rounded off to the nearest one thousand (\$1,000.00) dollars to a maximum of \$200,000.

(e) Accidental Death and Dismemberment

Full-Time

As detailed in the Master Policy on file with the Employer. Coverage shall be two (2) times the annual earnings of the nurse, rounded off to the nearest one thousand (\$1,000.00) dollars to a maximum of \$200,000.

(f) LTD for Full-time only

As detailed in the Master Policy on file with the Employer.

16.02 A part-time nurse shall be entitled to payment in lieu of benefits as provided for in Schedule A.

16.03 Subject to Article 9.04(c)(iv) when a full-time nurse is on Long Term Disability longer than three (3) months, and the disability continues uninterrupted for six (6) months, their life insurance will remain in force during their continued disability without payment of premiums, provided proper medical evidence of such disability is provided to the insurance carrier. This waiver will remain in effect until the nurse returns to regular duties.

16.04 Pension Plans

i) Ontario Municipal Employees Retirement System (OMERS)

All full-time nurses must, if not previously members of the plan, join the plan commencing with the first day of employment. Any part-time nurse may join the plan subject to the terms and conditions of the plan.

Transfer of existing memberships shall become effective immediately. Employee and Employer contributions will be made as outlined by OMERS.

ii) Canada Pension Plan

All nurses shall contribute to the Canada Pension Plan from the date of employment. Employee deductions and employer contributions shall be made in accordance with the regulations under the Act.

16.05 Workplace Insurance

If a full-time nurse is absent due to accident or injury occurring while on duty or illness inherent to occupation and is covered by Workplace Insurance, the nurse shall have the option of (where applicable):

- i) Passing in their Workplace Insurance cheque to the Employer and receiving a cheque from the Employer out of the nurse's balance contained in the STD Plan. The value of the WI cheque shall be considered as an offset to the draw upon the STD Plan.

OR

- ii) Retain Workplace Insurance cheque and receive no draw on the STD Plan.

Regardless of which option a nurse chooses, all of the nurse's benefits which are normally paid by the Employer will continue to be paid for a period of one (1) year in accordance with the provision of the Workplace Safety & Insurance Act, at which time the nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate. The nurse may arrange with the Employer to prepay the full premium of any applicable subsidized benefits.

The nurse is responsible for the nurse's portion of OMERS payments if applicable until the first day of the fifth month of absence, at which time the nurse is eligible to apply to OMERS for a "Disability Waiver" of premium with regards to her/his OMERS pension.

16.06 While on Maternity Leave, the Employer shall pay premiums for the various benefits in accordance with the Provisions of the Employment Standards Act.

16.07 Authorized Leave Without Pay

If a nurse is on authorized leave without pay, the Employer shall continue to pay the premiums, for a period of three (3) months, of the following benefits:

Long Term Disability  
 Accidental Death & Dismemberment  
 Extended Health Care  
 Dental Plan  
 OHIP  
 Vision Care  
 Semi-Private Coverage

At the end of this time, the nurse will become responsible for full payment of any

subsidized employee benefits in which she/he is entitled to participate. The nurse may arrange with the Employer to prepay the full premium of any applicable subsidized benefits.

## **ARTICLE 17 – MISCELLANEOUS**

17.01 The Employer shall provide a bulletin board for the use of the Union.

17.02 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Union. The cost of the Collective Agreement will be shared equally by the Home and the local Union.

17.03 Prior to effecting any changes in the Employer's policies or rules which would affect nurses covered by this Agreement, the Employer shall first discuss such proposed changes with the Union.

### 17.04 Payroll Policies

Payment of wages is made every second Wednesday, through direct deposit, to the employee's bank account on record. A statement of the employees' earnings and deductions will be provided to each employee electronically to an email account of their choice no later than the deposit date. Upon request, a paper copy of their pay statement will be made available. Upon termination, the Employer shall endeavor to pay all outstanding monies to the employee on the next regular payroll day.

### 17.05 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for residents and nurses. Upon a recommendation of the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Nurses shall, subject to the following, be required to be vaccinated for influenza and/or take antiviral medication.
- (b) If the full cost of such vaccination/medication is not covered by some other source, the Home will pay the full or incremental cost for the vaccine/medication and will endeavour to offer vaccinations during a nurse's working hours. In addition, nurses will be provided with information, including risks and side effects, regarding the vaccine and/or medication.
- (c) The Home recognizes that nurses have the right to refuse any required vaccination.
- (d) If a nurse refuses to take the vaccine/medication required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the home until such time as the nurse is cleared to return to work. The only exception to this would be nurses for whom taking the vaccine and/or medication will result in the nurse being physically ill to the extent that she cannot attend work. If a nurse is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his



pay whole.

- (e) If a nurse refuses to take the vaccine and/or the medication because it is medically contra-indicated, and where a medical certificate is provided to this effect, the nurse will be permitted to access her sick leave benefits during any outbreak period.
- (f) If an employee is pregnant and her physician believes the pregnancy could be in jeopardy as a result of the influenza inoculation and/or the antiviral medication she shall be eligible for sick leave in circumstances where she is not allowed to attend at work as a result of an outbreak.
- (g) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

17.06 The Employer agrees to pay each nurse a uniform allowance of one hundred and ten dollars (\$110.00) dollars per annum. Payment for uniform allowance will be withheld until a newly hired employee has remained with the facility for their probationary period, as per Article 9.02 of the Collective Agreement.

17.07 Whistleblowing Protection

The Employer shall develop, implement and monitor a Whistleblowing Policy in accordance with protections under the Long Term Care Homes Act, 2007.

**ARTICLE 18 – SCHEDULES**

18.01 Attached hereto and forming part of this Agreement are Schedule "A" - Salary and Wage Related Compensation.

**ARTICLE 19 - PROFESSIONAL RESPONSIBILITY**

19.01 Professional Responsibility

In the event that the Home assigns a number of residents or a workload to an individual employee or group of employees, such that she/he or they have cause to believe that she/he or they are being asked to perform more work than is consistent with proper resident care, she/he or they may:

- (a) i) At the time the workload issue occurs, discuss the issue within the Home 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 Home 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-Home Committee within twenty (20)

calendar days of the alleged improper assignment. The chairperson of the Union-Home Committee shall convene a meeting of the Union-Home Committee within twenty (20) calendar days of the filing of the complaint. The Union-Home Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties. Within ten (10) calendar days of the meeting, the Committee shall provide a written response to the Union, with a copy to the ONA representative, and the Director of Care and/or the Administrator. The response shall either set out the resolution of the Committee or the fact that a resolution was not achieved, with reasons.

- ii) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Director of Care and/or the Administrator, and the Employer may provide a written response to the Union with a copy to the ONA representative.
  - iv) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the workload issues.
  - v) Any settlement arrived at under this Article shall be signed by the parties and any alleged breach of such settlement shall be subject to the grievance/arbitration process.
  - vi) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-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 chosen by the Home 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 and make what findings as are appropriate in the circumstances. 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 "2".

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 20 - ORIENTATION AND INSERVICE**

- 20.01 (a) The Home recognizes the need for a Home Orientation Programme.
- (b) The following minimums shall be observed in the orientation/familiarization of a newly hired employee:
- i) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home.
  - ii) The period of orientation/familiarization shall be for a minimum of six (6) days or such greater period that the Employer deems necessary.
  - iii) She shall be an additional employee to the usual staffing pattern.
  - iv) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.
  - v) Before assigning a newly hired nurse in charge of a nursing unit, the Home will first provide orientation both to the Home and to such nursing unit. It is understood that such nurse may be assigned to any tour as part of her orientation programme, providing such assignment is in accordance with any scheduling regulations as contained in this Agreement.
- 20.02 (a) The Home will endeavour to schedule mandatory in-service programs during a nurse's regular working hours. When a nurse is on duty and authorized to attend any in-service program within the Home and during her regularly scheduled working hours, she shall suffer no loss in regular pay.
- (b) When a nurse is scheduled by the Home to attend courses she shall be paid at her regular straight time hourly rate of pay not to exceed 7.5 hours.
- (c) When the Home requires the Employee to complete online training outside her regularly scheduled working hours, she/he shall be paid for the specific course hours as determined by the Home at her regular straight time hourly rate. The employee shall have the option to request equivalent time off in lieu of payment at a mutually agreeable time.

- (d) The Employer will endeavour where practical to schedule in-services at times which will facilitate the attendance of employees working outside the day shift.

20.03 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the employment status of the employee(s) within the bargaining unit.

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

## **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

### 21.01 Occupational Health & Safety/Modified Work

- (a) The Home and the Association agree that it is in the mutual interests of the Home, the Association and employees that standards of health and safety be maintained in the Home in order to prevent accident, injury and illness. The Home agrees that it will take every precaution reasonable in the circumstances for the protection of a worker.
- (b) Recognizing its responsibilities under the Occupational Health and Safety Act, the Home agrees to accept as a member of its Joint Occupational Health Committee, at least one representative from each Home selected or appointed by the Association from amongst bargaining unit employees. At least one of the employees representing workers under the Occupational Health and Safety Act who are trained to be certified workers as defined under the Act shall be from the Association's bargaining unit.
- (c) The Home will consult with the Joint Health and Safety Committee regarding its existing violence prevention and control measures, procedures and practices and consider suggested changes.
- (d) Where employees may be exposed to a blood and/or air borne pathogen, the Home, with the input of the Joint Health and Safety Committee, shall identify existing or potential exposure risks and develop and implement an exposure control plan, designed to eliminate or reduce to the lowest feasible extent, actual or potential exposure.

The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to nurses at short notice in the event there are reasonable indication of the emergence of a pandemic.

- (e) The Home will consult with the Joint Health and Safety Committee, regarding its existing musculoskeletal prevention and control measures, procedures,

practices, equipment and training for the health and safety of workers and consider suggested changes.

- (f) Modified Work/Return to Work Programs: The Home and the Association recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanent disabled to enable their early and safe return to work. The Home and the Association agree to cooperate in developing appropriate accommodation consistent with the needs of the nurse. The objective of such an accommodation initiative will be to allow the nurse to return to work as soon as possible.
- (g) The Home agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (h) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (i) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Occupational Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings or carrying out her duties during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (j) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

NOTE: Issues relating to chairing of meetings and responsibility for the taking of minutes should be discussed locally with the Home and the other employees of the Home.

#### 21.02 Aggressive Residents

The parties agree that if incidents involving aggressive client action occur, such action will be reported to the supervisor, who will take every precaution reasonable in the circumstances within their control for the protection of the worker. Incidents shall be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

Any steps which are taken must duly consider the health & safety of the residents and proper compassionate care for all residents.

The parties further agree that suitable subjects for discussion at the joint Union-Home Committee will include aggressive residents.

21.03 Workplace Violence and Harassment Prevention and Control

The Employer agrees to take steps to counteract workplace violence and harassment in accordance with its obligations under the *Occupational Health and Safety Act*. Without limitation, the Employer agrees as follows:

- (a) In consultation with the Joint Health and Safety Committee, violence and harassment prevention and control measures shall be established and implemented, including procedures, practices, equipment and training necessary for the health and safety of workers.
- (b) At least once a year the violence and harassment prevention and control measures shall be reviewed and revised in the light of current knowledge and practice.
- (c) The review and revision shall be done more frequently than annually if:
  - (i) the employer, in consultation with the joint health and safety committee, determines that such review and revision is necessary; or
  - (ii) there is a change in circumstances that may affect the health and safety of a worker.
- (d) The Employer will provide training on violence and harassment prevention and control measures, to all new employees during orientation.

21.04 Needle Stick and Sharps Injuries

The Employer, in consultation with the local Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Employer in consultation with its Joint Health and Safety Committee.

**ARTICLE 22 - DURATION OF AGREEMENT**

- 22.01 This agreement shall remain in full force from the 1st day of April, 2018 until the 31st day of March, 2020 and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of proposed revision, addition or deletion to the Agreement, or any of its provisions. Such notification will be made within ninety (90) days prior to the termination of this Agreement or in any year thereafter.

Dated at Shelborne, Ontario, this 17 day of September, 2019.

FOR THE EMPLOYER

FOR THE UNION

Darren White  
Warden

Silvanna Petersen  
Labour Relations Officer

Pam Hillock  
Clerk/Director of Corporate Services

Jana Prentice

Cheri French  
Director of Human Resources

Jennilee Culshaw

Brenda Wagner  
Administrator

\_\_\_\_\_

Jenny Power  
Director of Care

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Rhonda White  
Assistant Director of Care

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**SCHEDULE "A"****SALARY & WAGE RELATED COMPENSATION**A.01 Salary schedule: Classification - Registered Nurse

Classification – Registered Nurse			
Step	April 1, 2017	April 1, 2018	April 1, 2019
START	\$32.21	\$32.66	\$33.23
1 Year	\$32.36	\$32.81	\$33.39
2 Years	\$32.90	\$33.36	\$33.94
3 Years	\$34.52	\$35.00	\$35.62
4 Years	\$36.15	\$36.66	\$37.30
5 Years	\$38.19	\$38.72	\$39.40
6 Years	\$40.24	\$40.80	\$41.52
7 Years	\$42.30	\$42.89	\$43.64
8 Years	\$45.31	\$45.94	\$46.75
25 Years	\$46.11	\$46.76	\$47.57

A.02 A regular or casual part-time nurse will receive compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. Without limitation, it is understood and agreed that holiday pay, time off for incidental illness, and pension (except as set out below) are included within the fringe benefits for which compensation in lieu is paid.

All regular or casual part-time nurses who are not enrolled in the OMERS pension plan, shall receive thirteen (13%) percent per in lieu of all fringe benefits

For regular or casual part-time nurses who are members of the OMERS pension plan, the percentage in lieu of fringe benefits is nine percent (9%). Over the course of employment, the Employer will assess the years of service for part-time nurses and will offer enrollment in the OMERS pension plan should eligibility requirements be met.

It is understood and agreed that the regular or casual part-time nurse's hourly rate in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits; accordingly said payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

The Employer agrees to pay Employer Health Tax on behalf of each eligible part-time nurse.

A.03 Graduate Nurses

All Graduate Nurses shall be paid ninety – five percent (95%) of the Registered



Nurse hourly rates. A Graduate Nurse in the employ of the Home, upon presenting proof of current registration by the College or Nurses of Ontario, shall be given the salary of 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 Retroactivity

The retroactive adjustment will incorporate the adjustments required with the new pay grid. These adjustments will be made within two pay periods of ratification.

A.05 All changes in salary, whether the result of promotion, demotion, filing with the Employer of proof of registration or attainment of a service anniversary shall be effective on the date of such occurrence.

A.06 Re-alignment of Duties and Establishment of New Position

When the duties of a position covered by this Agreement are changed or when a new position appropriately covered by this Agreement is established, notification of the change and the job description will be forwarded to the Union and the salary shall be negotiated. If the parties are unable to agree, such a dispute may be submitted to arbitration. The salary shall be retroactive to the time the position was first filled by the nurse.

A.06 All nurses employed as of January 1, 1983 and subsequent thereto shall be placed onto the salary grid in accordance with their service with the Employer, including any credit for past experience that any nurse may have received prior to the implementation of the Collective Agreement.

A.07 Previous Experience Credit:

Effective April 1, 2007, the Employer will grant to nurses credit for related past experience of one (1) annual service increment for each year of experience up to the maximum step on the grid, upon receipt of written application that includes employment verification in writing from previous employers. It is the responsibility of the Registered Nurse to obtain and provide this documentation. This provision shall apply to all new and current employees.

**CHAIRPERSONS - NURSING ASSESSMENT COMMITTEE**

**NURSING HOMES AND HOMES FOR THE AGED**

NOTE: The parties agree to meet to discuss the Independent Assessment Committee Chairpersons. The parties agree to revise and update the list to ensure that an adequate number of Chairpersons are available.

**LETTER OF UNDERSTANDING**

BETWEEN

**DUFFERIN OAKS LONG TERM CARE HOME**  
("Dufferin Oaks")

- and -

ONTARIO NURSES' ASSOCIATION ("ONA")

**RE: MASK FIT TESTING**

---

The Employer agrees to conduct mask fit testing for all registered nurses prior to December 31, 2008. The Employer will ensure that this testing will be repeated for all new employees and that all fit testing will be repeated every two (2) years as per the home policy.

Dated at Shelborne, Ontario, this 17 day of September, 2019.

FOR THE EMPLOYER

FOR THE UNION

Darren White  
Warden

Silvana Petersen  
Labour Relations Officer

Pam Hillock  
Clerk/Director of Corporate Services

Jana Prentice

Cheri French  
Director of Human Resources

Jennilee Culshaw

Brenda Wagner  
Administrator

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Jenny Power  
Director of Care

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Rhonda White  
Assistant Director of Care

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## LETTER OF UNDERSTANDING

BETWEEN

**DUFFERIN OAKS LONG TERM CARE HOME** (“Dufferin Oaks”)

- and –

ONTARIO NURSES’ ASSOCIATION (“ONA”)

**RE:           EXTENDED TOURS**

---

The Employer and the Union may agree to implement extended tours, subject to the following:

- (a) Each facility/unit must have eighty percent (80%) agreement of the full-time and part-time employees who work in the facility/unit.
- (b) The Extended Tour 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.

Extended tours may be discontinued by the Union in any facility/unit when sixty percent (60%) of the full-time and part-time employees in the facility/unit so indicate by secret ballot to the Union.

- (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.
  - iii) Employees 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.
  - 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 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.
- (f) Payment for vacation and holidays for full-time employees is based on the equivalent to the 7.5 hour entitlement.
- (g) Shift and weekend premiums as per Article 15.09 and 15.10 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.
- (h) Overtime premium as set out in Article 15.06 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.
- (i) Shift exchanges will be in accordance with Article 15.04.
- (j) Should the Employer refuse to grant a request under this Article, it shall provide to the Union its reasons orally.

Dated at Shelborne, Ontario, this 17 day of September, 2019.

FOR THE EMPLOYER

FOR THE UNION

Darren White  
Warden

Silvanna Petersen  
Labour Relations Officer

Pam Hillock  
Clerk/Director of Corporate Services

Jana Prentice

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Jenny Power  
Director of Care

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Rhonda White  
Assistant Director of Care

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**LETTER OF UNDERSTANDING**

BETWEEN:

**DUFFERIN OAKS LONG TERM CARE HOME** (“Dufferin Oaks”)

- and –

ONTARIO NURSES’ ASSOCIATION (“ONA”)

**RE:           JOB SHARING**

---

In the event of an interest in job sharing, the parties will meet at Union-Home Committee meeting to negotiate the terms and conditions of the job sharing arrangement. The parties will consider the following terms:

1. Job Sharing requests shall be considered on an individual basis.
2. Total hours worked by the job sharing partnership shall equal one (1) full-time position, and will meet the full-time scheduling provisions. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) job sharers and the Director of Care or designate. Job Sharers shall not be scheduled to work any regular shifts in additions to the regular shifts of the full-time position.
3. The above schedules shall conform with the scheduling provisions of the collective agreement.
4. Each job sharer may exchange shifts with her partner, as well as with other employees as provided by the collective agreement.
5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.
6. When extra shifts are available in the Home, they should first be offered to part timers, then job sharers, then casuals.
7. For incidental illnesses, the job share partners will first make every effort to replace each other. If, because of unavoidable circumstances, one cannot cover the other, the Director of Care or designate must be notified to arrange for coverage. Job sharers are not required to cover for their partner in the case of prolonged sick leave, extended absences, and vacation.
8. The nurse involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of this agreement applicable to part-time nurses.

Implementation

- 9. An incumbent full-time employee wishing to share her position may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made based on the criteria set out in the collective agreement.
- 10. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to her former position. If she does not continue full-time, the position must be posted according to the Collective Agreement.

Discontinuation

- 11. Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be made unreasonably or arbitrarily.

Dated at Shelborne, Ontario, this 17 day of September, 2019.

FOR THE EMPLOYER

FOR THE UNION

Darren White  
Warden

Silvanna Petersen  
Labour Relations Officer

Pam Hillock  
Clerk/Director of Corporate Services

Jana Prentice

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Jenny Power  
Director of Care

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Rhonda White  
Assistant Director of Care

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**LETTER OF UNDERSTANDING**

BETWEEN:

**DUFFERIN OAKS LONG TERM CARE HOME**  
("Dufferin Oaks")

- and -

ONTARIO NURSES' ASSOCIATION ("ONA")

**RE: SCHEDULE A – RAI COORDINATION POSITION**

To be annexed to the Collective Agreement for the term of April 1, 2018 to March 31, 2020.

The parties to this letter agree that the incumbent RAI Coordinator Jana Prentice will be retained as the RAI Coordinator for the term of this agreement.

In the event that Jana Prentice leaves the employ of Dufferin Oaks during this period, the parties will meet to review replacement options.

Dated at Shelborne, Ontario, this 17 day of September, 2019.

FOR THE EMPLOYER

FOR THE UNION

Darren White  
Warden

Silvanna Petersen  
Labour Relations Officer

Pam Hillock  
Clerk/Director of Corporate Services

Jana Prentice

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Rhonda White  
Assistant Director of Care

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**LETTER OF UNDERSTANDING**

B E T W E E N:

**DUFFERIN OAKS LONG TERM CARE HOME**  
("Dufferin Oaks")

- and -

ONTARIO NURSES' ASSOCIATION ("ONA")

**RE: STAFFING**

---

The Employer will ensure that bargaining unit registered nurses work at least 292.5 hours per week which is the number of scheduled registered nurse hours as of March 31, 2018.

Dated at Shelborne, Ontario, this 17 day of September, 2019.

FOR THE EMPLOYER

FOR THE UNION

Darren White  
Warden

Silvana Petersen  
Labour Relations Officer

Pam Hillock  
Clerk/Director of Corporate Services

Jana Prentice

Cheri French  
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Jenny Power  
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Rhonda White  
Assistant Director of Care

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**LETTER OF UNDERSTANDING**

B E T W E E N:

**DUFFERIN OAKS LONG TERM CARE HOME**  
("Dufferin Oaks")

- and -

ONTARIO NURSES' ASSOCIATION ("ONA")

**RE: TIME SHARING**

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**WHEREAS** a request for a Time Sharing arrangement between a Full Time (FT) and Part Time (PT) Registered Nurse.

**WHEREAS** the parties agree on a without prejudice and precedent basis to the following:

1. Time Sharing requests shall be considered on an individual basis.
2. The time sharing shall be interpreted to mean a Full Time and a Part Time employee sharing their two (2) lines. The two (2) lines will be combined to create the new time share line that will not incur overtime premiums. The expectation is that the time sharers will endeavour to cover all shifts of the new time share line inclusive of item 6.
3. The scheduled hours worked by the time sharers shall be in accordance with the Collective Agreement.
4. The time share position will commence on a date mutually agreeable between the parties taking into consideration the posting of the schedule.
5. The time share parties will be classified as part-time in accordance with Article 2.02, and Article 15 of the Collective Agreement.
6. In the event that one member of the time sharing arrangement is off due to illness or injury or goes on any other leave of absence, the remaining partner will endeavour to cover all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the absences, she or he must inform the Director of Resident Care or designate.
7. In the event one of the time sharers chooses on their own accord to leave the arrangement, the time share between the parties would be discontinued within 30 days in order to provide sufficient notice to the other party. Upon discontinuation the time sharers would return to their originally held position. If the time share was discontinued due to one of the time sharers either accepting a new position within the home or leaving the organization, the remaining time sharer would still return to his/her original position and the departing FT or PT employees originally held position would be posted as per Article 10.07.
8. Either party may discontinue the time sharing arrangement with thirty (30) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to

discuss the discontinuation. It is understood and agreed that such discontinuation shall not be made unreasonably or arbitrarily.

9. All other provisions in the Collective Agreement will be adhered to.

The parties agree that any dispute involving the interpretation or application of the terms of this Letter of Understanding are enforceable through the grievance-arbitration process set out in the Collective Agreement.

Dated at Shelborne, Ontario, this 17 day of September, 2019.

FOR THE EMPLOYER

FOR THE UNION

Darren White  
Warden

Silvana Petersen  
Labour Relations Officer

Pam Hillock  
Clerk/Director of Corporate Services

Jana Prentice

Cheri French  
Director of Human Resources

Jennilee Culshaw

Brenda Wagner  
Administrator

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Jenny Power  
Director of Care

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Rhonda White  
Assistant Director of Care

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**LETTER OF UNDERSTANDING**

BETWEEN:

**Dufferin Oaks Long Term Care Home**  
(Hereinafter referred to as the "Employer")

AND:

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

**RE: UNIT COORDINATOR ASSIGNMENT**

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WHEREAS the parties agree on a without prejudice and precedent basis to the following:

1. The Unit Coordinator is a Registered Nurse assignment and is not considered a classification within the ONA Local Bargaining Unit.
2. The 3 Full Time Registered Nurses identified in this LOU are Beth Breadner, Rebecca Hall, and Lindsay McLeod.
3. The Full Time Registered Nurses as named above will be entitled to a shift premium of forty cents (\$0.40) effective April 1, 2019 for the hours worked in the Unit Coordinator Assignment only.
4. In the event of an absence of the identified Registered Nurses above, with the exception of Article 9.06, shift premium will not apply to any backfill Registered Nurse covering the Unit Coordinator assignment.
5. Should any of the Registered Nurses identified above chose to relinquish the Unit Coordinator Assignment, the shift premium will no longer apply.
6. The scheduled hours shall be in accordance with the Collective Agreement.
7. Either party may discontinue the Unit Coordinator Assignment arrangement with thirty (30) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be made unreasonably or arbitrarily.
8. All other provisions in the Collective Agreement will be adhered to.

The parties agree that any dispute involving the interpretation or application of the terms of this Letter of Understanding are enforceable through the grievance-arbitration process set out in the Collective Agreement.

Dated at Shelborne, Ontario, this 17 day of September, 2019.

FOR THE EMPLOYER

FOR THE UNION

Darren White  
Warden

Silvanna Petersen  
Labour Relations Officer

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Clerk/Director of Corporate Services

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Director of Care

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Rhonda White  
Assistant Director of Care

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