

**COLLECTIVE AGREEMENT**

**Between**

**RIDEAU PLACE RETIREMENT RESIDENCE, OTTAWA  
(Hereinafter referred to as the "Employer")**

**And**

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

**Expiry: December 31, 2004**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the employees covered by this Agreement. It provides the means for prompt settlement of grievances and establishes salaries, hours of work and other conditions of employment.
- 1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents.

## **ARTICLE 2 - SCOPE & DEFINITIONS**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent of all registered and graduate nurses employed by Rideau Place Retirement Residence in the City of Ottawa, save and except the Director of Care and persons above the rank of Director of Care.
- 2.02
- (a) A full-time registered nurse is a nurse who is normally scheduled to work seventy-five (75) hours bi-weekly.
  - (b) A regular part-time nurse is a nurse who is scheduled on a part-time basis and regularly works as scheduled less than seventy-five (75) hours in a pay period.
  - (c) A casual part-time registered nurse is a nurse who is employed to work on an occasional basis.
- 2.03 Whenever the feminine pronoun is used in this agreement, it include 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.
- 2.04 Work of the Bargaining Unit
- (a) The Employer shall not contract out work normally performed by members of the bargaining unit except:
    - for the purpose of instruction
    - for the purpose of training/development
    - in the case of emergency
    - when no regular staff member is available
  - (b) Reassignment to other employees work normally performed by members of the bargaining unit shall not result in a layoff or termination of bargaining unit employees.
  - (c) This article shall not prevent residents from making arrangements for private care providers or publicly funded service delivery (VON/Home Care). Such service(s) is between the resident or designate and the provider and shall not be viewed as a violation of this article.

- (d) When it is decided to not fill a position following a nurse's resignation, the Home will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representation on this matter.
- 2.05
- (a) A Registered Nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the terms of the *Regulated Health Professions Act, 1991, R.S.O., c. 18, as amended.*

A nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, but in any case not longer than two years from her or his date of hire, she/he will be deemed to be not qualified for the position of registered nurse and she/he will be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration.
  - b) By January 31<sup>st</sup> of each year registered nurses are required to provide the Employer with a current Certificate of Competence.

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

- 3.01 The Association acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the facility.
  - b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations.
  - c) To hire, transfer, lay-off, schedule, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
  - d) To have the right to plan, direct, and control the work and direction of employees and the operation of the facility. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules, the combining or splitting up of departments, and the increases or reduction of personnel in a particular area or on the whole.
- 3.02 The Employer will exercise these rights in a manner consistent with the Collective Agreement and apply the provisions of the Collective Agreement in a reasonable manner.

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

- 4.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement.
- 4.02 There shall be no discrimination on the part of the Employer or the Association by reason of race, creed, colour, marital status, sex, nationality, ancestry, place of origin, residence, age, political or religious affiliation or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.
- 4.03 The Association and the Employer agree to abide by the *Human Rights Code*.

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

- 5.01 The Association 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 R.S.O. 1980, Chapter 228*, as amended.

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

- 6.01 The Employer will recognize the following:
- (a) An Employee Representative. Upon mutual agreement of the parties, the number may be altered from time to time.
  - (b) A Grievance Committee of two (2) employees.
  - (c) A Negotiating Committee of two (2) employees.
  - (d) An Association-Management Committee composed of an equal number of representatives of the Employer and the Association. Meetings of this Committee shall be held at the request of either party, but no less than once quarterly. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties. The purpose of the Committee shall be to discuss, develop and recommend viable solutions to matters related to workload scheduling, job content and other matters of mutual concern.
- 6.02 The Association will supply the Employer with the names of its representatives and any changes thereto.
- 6.03 The committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association.

- 6.04 (a) The Association recognizes that its members have regular duties to perform on behalf of the employer and as such Association business shall, where possible, be conducted outside working hours.
- (b) When it is necessary to conduct Association business on working time, the Employer agrees that an employee shall not suffer a loss of wages (regular rate exclusive of premiums and overtime) for the investigation and processing of grievances up to and including Step 2.
- (c) Employees shall be paid their regular rate (exclusive of premiums and overtime) for negotiating subsequent collective agreements up to and including conciliation if they were scheduled to work.
- 6.05 The Employer agrees that an Association representative shall be given the opportunity of interviewing each newly hired employee, for a period not to exceed fifteen (15) minutes, and as early as practical during the probation period, for the purposes of advising such employees of their rights and obligations under the terms of this Agreement, and the Association may provide membership forms at this meeting.
- 6.06 Health & Safety
- (a) The parties will abide by the *Occupational Health and Safety Act*.
- (b) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the Committee and carrying out her duties shall be deemed to be time worked for which she shall be paid by the Employer at her regular or premium rate, as may be proper, and she shall be entitled to such time from her work as is necessary.

## **ARTICLE 7 - ASSOCIATION 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 Association agrees to fully indemnify and hold the Employer harmless against any and all claims for liability which may arise or result from the operation of this Article.
- 7.03 The Employer shall provide 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 a list which includes the addresses, shown on the Employer's personnel records, of all current members of the bargaining unit. The

Employer will endeavour to provide information in electronic format if the Employer has the technology.

- 7.04 The Employer shall indicate the amount of the Association dues deducted on the T4 slip of each employee.

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

- 8.01 The parties to this agreement believe it is important to adjust complaints and grievances as quickly as possible as provided for herein. The employee or Association shall first discuss any individual complaint informally with the Director of Care at the first opportunity.
- 8.02 In all steps of this grievance procedure an aggrieved employee, if she so desires may be accompanied by or represented by her nurse representative. At Step 1 of the grievance procedure a representative of the Ontario Nurses' Association may be present at the request of either party.
- 8.03 Should any dispute arise between the Employer and an employee, or between the Employer and the Association, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, an earnest effort shall be made to settle such differences within ten (10) days of the occurrence.

### Step No. 1

If further action is to be taken, then within ten (10) days of the discussion, the employee, who may request the assistance of her employee representative, shall submit the written grievance to the Administrator. A meeting will be held between the parties within ten (10) days. The Administrator shall give a written decision within ten (10) days of the meeting to the Local Association with a copy to the Labour Relations Officer.

### Step No. 2

Should the Administrator fail to render his decision or failing settlement of any grievance under the foregoing procedure, including any questions as to whether a matter is arbitrable, the grievance may be referred to arbitration by either party. If no written notice of intent to submit the matter for arbitration is received within ten (10) days after the decision under Step No. 1 is received, the grievance shall be deemed to have been settled or abandoned.

- 8.04 A written grievance will indicate the nature of the grievance and the remedy sought by the grievor.
- 8.05 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in this Agreement, unless mutually extended, it shall be considered to have been settled or abandoned.

8.06 Saturday, Sunday and designated paid holidays shall not be counted in determining the time within which any action is to be taken or completed under the grievance procedure.

8.07 Group Grievance

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

8.08 Discharge Grievance

(a) An employee shall only be discharged from the employment for just cause, except that an employee who has not completed the probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be taken up as a grievance.

(b) Such grievance shall proceed directly to Step No. 1 of the grievance procedure and must be presented in writing, dated and signed within ten (10) days following the discharge.

8.09 (a) If an employee is to be reprimanded or disciplined, she may have a nurse representative present if she so requests.

(b) If an employee is to be suspended or discharged, the Employer shall notify her of this right prior to the outset of the meeting.

8.10 Policy Grievance - Association Grievance

The Association may institute a grievance alleging a general misinterpretation or violation of this Agreement by the Employer by submitting a written grievance at Step No. 1 within twenty (20) days after the circumstances have occurred. This section shall not apply to disciplinary grievances or application of competitive clauses under this Agreement.

8.11 Policy Grievance - Employer Grievance

The Employer may institute a grievance alleging a general misinterpretation or violation by the Association or any employee by filing a written grievance with the Secretary of the Local Association, with a copy to the Labour Relations Officer within twenty (20) days after the circumstances have occurred. A meeting will be held between the parties within ten (10) days. The Association shall reply within (10) days after the meeting, and failing settlement, the matter may be referred to arbitration.

8.12 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to



whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

- 8.13 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 8.14 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 8.15 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 8.16 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Board of Arbitration may make such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.
- 8.17 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- 8.18 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own arbitrator and one-half of the expenses and fees of the Chairperson.
- 8.19 The parties may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.
- 8.20 Any grievance which has been disposed of hereunder or settled between the Employer, the Association or the employee or employees concerned shall be final and binding upon the Employer, Association and employee(s) involved.
- 8.21 The parties may agree that there are circumstances where the services of a grievance mediator may allow for an objective, independent review of the issue(s) in dispute and assist the parties in resolving grievances.

By mutual agreement the parties may extend the time limits and utilize the services of a Mediator.

The cost of the Mediator will be shared between the parties

## **ARTICLE 9 - SENIORITY & JOB SECURITY**

- 9.01 (a) Seniority shall be defined as paid hours accumulated since date of last hire.
- (b) The probationary period for all employees shall be four hundred and fifty (450) hours worked or six (6) calendar months, whichever comes first.
- 9.02 The Employer will keep separate up-to-date seniority lists for full-time and part-time employees, post the same in a conspicuous place, and supply copies of the current lists to the Association once a year and prior to any layoff.
- 9.03 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions.
- (a) When on approved leave of absence with pay;
- (b) When on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
- (c) When in receipt of illness allowance;
- (d) When in receipt of WSIB compensation as the result of injury or illness incurred while in the employment of the Employer for a period of 24 months;
- (e) When on pregnancy or parenting leave.
- 9.04 Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:
- (a) When on an approved leave of absence without pay, not provided for in 9.03(b) above;
- (b) When absent due to layoff for a period of eighteen (18) calendar months.
- (c) When in receipt of WSIB compensation as the result of injury or illness incurred while in the employment of the Employer for the period beyond 24 months and up to 30 months;
- (d) When on illness absence not paid by the employer for a period up to 30 months;
- 9.05 An employee shall lose all seniority and shall be deemed terminated if she:
- (a) Resigns;
- (b) Is discharged and not reinstated;
- (c) Is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) Is laid off for more than eighteen (18) calendar months;

- (e) Retires;
- (f) When in receipt of WSIB compensation 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
- (g) When on illness absence not paid by the employer for a period in excess of 30 months;

9.06

- (a) When a vacancy occurs or a new position is created, the Employer shall post notice of the vacancy (unless the Association is notified otherwise of the Employer's intent to postpone or not fill the vacancy) for a period of seven (7) calendar days. The Employer is not required to consider the job application for any employee who has been the successful applicant in a job competition in the preceding six (6) months.
- (b) Employees shall be selected for positions under 9.06(a) on the basis of:
  - i) Skill, ability, experience and qualifications;
  - ii) Seniority.

When the factors in (i) are relatively equal then seniority shall be the governing factor.

- (c) The Employer may temporarily assign an employee to a vacancy until the posting procedure has been completed and the position has been filled.

9.07

#### Layoff and Recall

- (a) In the event of a layoff the Employer shall provide the Association with fourteen (14) days notice.
- (b) The Employer agrees to meet with the Association to review the cause of the layoff and the method of implementation, including areas of cutback and the employees to be laid off.
- (c) Full-time layoff shall be separate from part-time layoff based on seniority.
- (d) Employees shall be given notice of layoff in accordance with the Employment Standards Act.
- (e) The Employer will not hire any new employee to fill a vacancy where there is an employee on layoff who is willing and qualified to do the work available and willing to meet the staffing requirements of the residence.
- (f) An employee will respond to a registered notice of recall within seven (7) calendar days of receipt of same, and shall be available for work within an additional fourteen (14) calendar days.

- 9.08 No reduction in the hours of work shall take place to prevent or reduce the impact of a lay-off without the consent of the Association, such consent not to be unreasonably withheld when shown to be in the best interests of residents.
- 9.09 Severance pay will be in accordance with the provisions of the *Employment Standards Act*.
- 9.10 Positions Outside the Bargaining Unit
- (a) An employee who substitutes temporarily in a position outside the bargaining unit shall be covered by the collective agreement for the duration of the assignment. Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy.
- (b) An employee who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three months shall be given credit for all seniority and service accrued while outside the bargaining unit plus all seniority and service accrued in the bargaining unit prior to the promotion. Should the employee return to the bargaining unit, all other employee(s) shall revert to their previous positions.
- 9.11 Change of Status
- A full-time employee who transfers to part-time or vice versa shall transfer her full seniority and service.

## **ARTICLE 10 - EMPLOYEE FILES**

- 10.01 Having provided a written request to the Director of Care, or her designate, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Care, at a mutually agreeable time.
- 10.02 The Employer will accommodate reasonable requests for copies of performance appraisals and records of discipline in an employee's file.
- 10.03 Letters of discipline shall be removed from a employee's file eighteen (18) months following the receipt of such letters provided that the employee's disciplinary record has remained discipline free over the eighteen (18) month period.

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

### **11.01 Personal Leave of Absence**

The Administrator may grant a request for leave of absence for personal reasons without pay provided that he receives at least one (1) month's clear notice, in writing, unless impossible, and provided that such leave may be arranged without undue inconvenience to the normal operations of the Residence. Employees when applying for such leave shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.

- 11.02 (a) The Employer agrees to grant leaves of absence without pay to employees selected by the Association to attend Association business including conferences and conventions.

The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed twenty (20) working days in a calendar year. It is understood that only one employee can be absent at one time under this provision.

- (b) Leave of Absence for Workers on the Board of Directors of the Ontario Nurses' Association

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay up to a total of one hundred (100) days annually. Leave of absence for board members of the Ontario Nurses' Association will be separate from the Association leave provided in (a) above.

- (c) Leave of Absence for the President of the Ontario Nurses' Association

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

- (d) The Employer agrees to keep the salary and benefits whole for employees on Association leave under clauses (a) and (b), and will bill the Association for such salary as well as E.I., C.P.P. and WSIB premiums, vacation pay and pension contributions. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Association would make any prepayment of premiums under this provision, rather than the employee.

11.03 Professional and Education Leaves

- (a) Leave of absence with pay or without pay may be granted to employees to attend professional and educational meetings, courses, or other events which may be judged beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer.
- (b) Where an employee is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employees for the time off from work as the result of attending the course.

11.04 Compassionate Leave

- (a) Upon the death of an employee's spouse, parent, child or stepchild, an employee shall be granted leave up to a maximum of five (5) continuous calendar days, a maximum of three of which shall be without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer.
- (b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) consecutive days without loss of pay around the date of the funeral provided that the employee must be regularly scheduled to work such days to receive pay.
- (c) Immediate family shall be defined as father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather and grandchildren.
- (d) An employee will not be eligible to receive payment for any period in which she is receiving any other payments. For example, holiday pay, vacation pay or sick pay.
- (e) Where it is necessary, the employee may apply for personal leave of absence in addition to bereavement leave.
- (f) Spouse shall be defined as per the *Family Law Reform Act*.

#### 11.05 Pregnancy and Parental Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the *Employment Standards Act*.
- (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.
- (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 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.
- (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

for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

- (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*. Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks' written notice of that day.
- (h) For the purposes of parental leave, the provisions under (a) and (c) shall also apply.

#### 11.06 Jury and Witness Duty

An employee required to serve on jury duty, or as a witness in a case in which the Crown is a party, or as a witness at an inquest, or as a witness in a case arising out of her employment, or as a witness at a hearing of the College of Nurses of Ontario, shall not lose regular pay because of such attendance, provided that the employee:

- (a) Shall notify the Director of Care, as soon as possible, when required to service under any of the above circumstances;
- (b) Presents proof of service requiring her attendance;
- (c) Deposits with the Employer the full amount of compensation received less expenses, for such service;
- (d) Will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that an employee is scheduled to the afternoon shift, she shall not be required to attend court and then report for duty the same day; and
- (e) Will not be required to work on the night shift prior to such duty. Where the employee's presence is required in court past 1700 hours, she shall not be required to attend work for her night shift commencing later that day.

#### 11.07 Effect of Absence

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).

- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, sick leave credits, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence or WSIB compensation. It is understood that the obligation of the employer to pay its share of the health and welfare benefits while an employee is on WSIB compensation shall continue only so long as the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.
- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (f) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) In cases of absences for pregnancy and parental leave under the *Employment Standards Act*, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefits premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

The Union and the Employer agree to abide by the *Human Rights Code*.

## **ARTICLE 12 - PAID HOLIDAYS**

- 12.01 (a) The Employer recognizes the following as paid holidays:
- |               |                                   |
|---------------|-----------------------------------|
| New Years Day | Thanksgiving Day                  |
| Good Friday   | Christmas Day                     |
| Victoria Day  | Boxing Day                        |
| Canada Day    | 3 Float holidays (full-time only) |
| Civic Holiday | 1 Float holiday (part-time only)  |
| Labour Day    |                                   |
- (b) If another Federal, Provincial or Municipal Holiday shall be proclaimed during the term of this agreement, such additional proclaimed holiday shall replace one of the float holidays above. The intention is that there be no more than 12 days.
  - (c) Float holidays must be taken within the calendar year and are requested in accordance with the scheduling provisions of this agreement.



- 12.02 (a) In order to qualify for holiday pay, an employee must work her full scheduled tour immediately preceding and immediately following the paid holiday.
- (b) When an employee is absent from the preceding and/or following tours due to illness and verified by a medical doctor's certificate, the employee will not be denied holiday pay.
- (c) A part-time employee who has worked twelve (12) of the days during the four (4) weeks immediately preceding the holiday but does not actually work the holiday shall receive a day's pay.
- 12.03 When an employee qualifies for paid holiday pay and works on a holiday, she shall elect to receive premium pay at the rate of time and one-half (1 1/2) for all such regularly scheduled hours worked on such a holiday, and shall receive another day off with pay or she shall elect to receive premium pay at the rate of two and one-half (2 1/2) times for all regularly scheduled hours worked on such a holiday.
- 12.04 (a) Unless an employee requests otherwise, when she is scheduled to work a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavour to also schedule her to work the paid holiday.
- (b) Unless an employee requests otherwise, when she is scheduled off on a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavour to schedule the employee off the paid holiday.
- 12.05 When a holiday as stated in Article 12.01 above falls within an employee's vacation period, it shall be added at the end of her vacation or at a time mutually agreed provided an employee qualifies as per Article 12.02.
- 12.06 Where the majority of hours worked fall within the holiday, it shall be deemed to be work performed on the holiday for the full period of the tour.
- 12.07 When an employee works on a holiday stated in Article 12.01 above, time off in lieu shall be taken within a period of thirty (30) days on which the holiday falls or is observed, and at a mutually agreeable time unless agreed otherwise between the parties.

### **ARTICLE 13 - VACATIONS**

- 13.01 All employees shall receive vacations based on length of full-time continuous service as follows:
- (a) Employees who have completed less than three (3) years of service shall receive three (3) weeks vacation at 6% of gross earnings, less taxable benefits.
- (b) Employees who have completed more than three (3) years of service shall receive four (4) weeks vacation at 8% of gross earnings less taxable benefits.

- (c) Employees who have completed more than fifteen (15) years of service shall receive five (5) weeks vacation at 10% of earnings, less taxable benefits.
- 13.02 All part-time employees shall receive vacation in accordance with the above, however, 1500 hours shall equal one (1) year of seniority, for the purposes of calculating vacation entitlement.
- 13.03 Where an employees' scheduled vacation is interrupted due to serious illness the period of such illness shall be considered sick leave.
- 13.04 Employees shall indicate their vacation preference for the summer months by April 1<sup>st</sup> of each year, and the employer shall post the final vacation schedules by May 15<sup>th</sup> of each year. Granting of such vacation requests is subject to the operation of the residence, vacation requests will not be unreasonably denied.
- 13.05 Changes in vacation pay and entitlement shall be effective the first full pay period closest to the employee's anniversary date of employment. In the case of part-time, it shall become effective on the first full pay period closest to achieving the required hours as defined in 13.02 above.

#### **ARTICLE 14 - SICK LEAVE & LTD**

- 14.01 Sick leave is defined as the time an employee is absent from work due to illness or injury not covered by WSIB.
- 14.02 Full-time employees shall earn 1 (7.5 hours) sick day credit for each 150 hours worked. Such credits shall be accrued to a maximum of 60 days.
- 14.03 Where no one at home other than the employee can provide for the needs of her spouse or children, during periods of illness, the employee may request to use up to a maximum of five (5) accumulated sick leave credits, provided credits are available from her accrued bank, per calendar year to provide this care. Such request is subject to the operations of the residence and shall not be unreasonably denied. The Employer reserves the right to request proof of need.
- 14.04 Where an employee who is absent from work as a result of illness or injury sustained at work has been away pending approval of claim for WSIB, that employee may utilize her sick leave credits, provided the employee has not received payment from the WSIB Board and two (2) weeks have elapsed from the date of her reporting the claim to the Employer. The payment will be equivalent to the lesser of the benefits she would receive from WSIB if her claim was approved or the benefit to which she would be entitled under the sick leave plan. Payment will be retroactive to the first date of absence and the employee will submit a written undertaking that any payment will be refunded to the employer following final determination of the claim by the WSIB Board. If the WSIB Board does not approve the claim, the monies paid as an advance will be applied toward the benefit to which the employee would be entitled under the sick leave plan. Any payment under this provision will continue until the employee has exhausted her sick leave credits.

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

- 15.01 The normal hours of work for an employee are not a guarantee of work per day or per week, or a guarantee of days of work per week. The normal hours of work shall be seven and one-half (7-1/2) hours per day exclusive of a one-half hour meal period, and seventy-five (75) hours in any bi-weekly period.
- 15.02 Employees shall be entitled to a fifteen (15) minute paid break during each half of the normal daily tour, at a time designated by the Employer.
- 15.03 Employees required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.
- 15.04 Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the Director of Care or her designate. In any event, it is understood that such a change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment or any other claims on the Employer by any employee under the terms of this Agreement.
- 15.05 Where there is a change to Daylight Savings from Standard Time or vice-versa, an employee who is scheduled and works a full shift shall be paid for actual hours worked at regular rates of pay.
- 15.06
- (a) The work schedule shall be posted one (1) week in advance and shall cover a two (2) week period. Any request for time off must be submitted in writing one (1) week in advance of the posting.
  - (b) The posted work schedule shall provide a minimum of sixteen (16) hours off between scheduled normal tours. The posted work schedule shall provide a minimum of twelve (12) hours off between scheduled extended tours.
  - (c) Employees working normal tours shall not be scheduled to work more than seven (7) consecutive tours. Employees working extended tours shall not be scheduled to work more than three (3) consecutive tours.
  - (d) Weekend Duty
    - i) Employees will not be scheduled to work more than one (1) weekend in two (2).
    - ii) If an employee works a second consecutive and subsequent weekend she will receive premium payment of time and one half (1½) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:
      - A) such weekend has been worked by an employee to satisfy specific days off requested by such employee;
      - B) such employee has requested weekend work; or

C) such weekend was worked as a result or exchange with another employee.

(e) Christmas/New Year's

- i) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period December 15<sup>th</sup> to January 7<sup>th</sup>.
- ii) An employee shall not be scheduled to work both Christmas and New Year's.
- iii) An employee shall be scheduled to be off for at least three (3) consecutive days over Christmas or New Year's. Such days shall be provided through a combination of designated holidays and regularly scheduled days off.

**ARTICLE 16 - PREMIUM & OTHER PAYMENT**

- 16.01 Overtime shall be paid for all hours worked over seven and one-half (7-1/2) hours on a shift and seventy-five (75) hours bi-weekly at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay provided that all such time has been authorized by the Director of Care or designate. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization may not be required.
- 16.02 When an employee is required to work on a paid holiday and she is required to work additional hours following her normal seven and one-half (7 ½) hour tour on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 16.03 If an employee reports for work at the regularly scheduled time and no work is available, such employee will be paid a minimum of four (4) hours pay at her regular straight time hourly rate, provided the employee has not previously received notification orally or in writing not to report.
- The employee shall be required to perform any professional duties assigned by the employer if her regular duties are not available.
- 16.04 Where call-in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- 16.05 It shall be the responsibility of the employee to consult the posted work schedule. Changes to the posted schedule required by the employer shall be brought to the attention of the employee. Where less than 24 hours notice is given to the employee personally, the employee will be paid four (4) hours straight time wages or provided with alternate work for four (4) hours. It is understood that call-ins or call-backs are not covered by this provision.

16.06 Call-In Pay

An employee who has arrived at her home/residence, following the completion of her regular shift and is required to report back to work on the same day (within 24 hours of commencement of the employees' first shift) shall be paid time and one half her regular, non premium rate for all hours worked with a minimum guarantee of four hours pay at her regular straight time hourly rate except to the extent that such four hour period overlaps or extends into her regularly scheduled shift. In such a case she would receive time and one half her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.

16.07 Responsibility Pay

Where an employee is assigned the responsibility of Director of Care she shall receive a premium of seven dollars and fifty cents (\$7.50) per tour in addition to her regular salary.

16.08 Shift Premium

- (a) An employee shall receive a shift premium of twenty-five (25¢) cents per hour for each hour worked between the hours of three (3) p.m. and seven (7) a.m. the next day. Effective January 1, 2004 an employee shall receive a shift premium of seventy-five (75¢) cents per hour for each hour worked between the hours of three (3) p.m. and seven (7) a.m. the next day. Shift premium will not form part of the employees' straight time hourly rate
- (b) An employee will be paid a weekend premium at a minimum of seventy-five (75¢) cents per hour.

16.09 If an employee is scheduled to work more than seven (7) consecutive normal days, she shall be paid at the premium rate of time and one-half (1½) her regular straight time rate each successive day scheduled until a day off is scheduled save and except when an employee requests that she work more than seven (7) consecutive days.

If an employee is scheduled to work more than three (3) consecutive extended days, she shall be paid the premium rate of time and one-half (1½) her regular straight rate each successive day scheduled until a day off is scheduled, save and except when an employee requests that she work more than three (3) consecutive days.

16.10 Failure to provide sixteen (16) hours off between scheduled normal tours as per Article 15.06 (b) shall result in premium pay of time and one-half (1½).

Failure to provide twelve (12) hours off between extended tours as per Article 15.06 (b) shall result in premium pay of time and one-half (1½).

**ARTICLE 17 - BENEFITS**

17.01 The Employer shall contribute towards the premium coverage of eligible full-time employees who have completed probation, for the following insurance plans, subject to the terms and conditions including any enrolment requirements.

- (a) The employer agrees to pay one hundred percent (100%) of the billed premium towards coverage of OHIP.
- (b) The employer agrees to pay one hundred percent (100%) of the billed premium towards coverage of one times annual earnings group life insurance plan. Effective January 1, 2004 the employer agrees to pay one hundred percent (100%) of the billed premium towards coverage of two times annual earnings group life insurance plan.
- (c) Employees may elect to purchase additional life insurance to a maximum of \$100,000.00. The employee shall be responsible for one hundred percent (100%) of the premium cost of this additional insurance.
- (d) The Employer agrees to pay one hundred percent (100%) of the billed premium towards an extended health plan with a twenty-five/fifty (\$25/\$50) dollar deductible.
- (e) The employer agrees to pay fifty percent (50%) of the billed premium towards a dental plan #9, with a one year lag on the ODA fee schedule. Effective January 1, 2004 the employer agrees to pay seventy-five percent (75%) of the billed premium towards a dental plan #9, with a one year lag on the ODA fee schedule.

- 17.02 The Employer shall provide each employee with information booklets outlining all of the provisions in the benefit plans defined in Article 17 inclusive. Upon request, the Employer will make the plans available to the Association.
- 17.03 The Employer may substitute another carrier for any of the foregoing plans (other than O.H.I.P.) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Association of any change in carrier at least thirty (30) days prior to implementing a change.
- 17.04 For the purposes of this Agreement and the benefits contained herein, including insurance coverage, a "common law" relationship is said to exist when an employee has a spousal relationship with another person of the same or opposite sex.

#### **ARTICLE 18 - RETIREMENT INCOME PLAN**

- 18.01 The ONA Group RRSP will be mandatory for all full-time and optional for all part-time.
- (a) Each participating employee shall contribute four percent (4%) of earnings. The employer shall match these contributions.
  - (b) The definition of applicable wages for purposes of determining contributions to RRSP shall be the basic straight time rates for all hours worked including straight time holiday pay and vacation pay. All other payments are hereby excluded.

## **ARTICLE 19 - ORIENTATION & INSERVICE**

- 19.01 An orientation and in service program will be provided to all employees; these programs shall be reviewed and discussed from time to time by members of the Association Management Committee.
- 19.02 Newly employed employees shall receive three (3) days orientation.
- 19.03 Both the Employer and the Association recognize the joint responsibility and commitment to provide, and participate in, inservice education. The Association supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Residence. Available programmes will be publicized.
- 19.04 When an employee is required by the Employer to prepare for inservice or to attend meetings, inservice and other work related functions outside her regularly scheduled working hours, and the employee does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay or at the employee's option, she shall receive equivalent time off.

## **ARTICLE 20 - MISCELLANEOUS**

- 20.01 A copy of this agreement in a mutually agreed form will be issued to each employee now employed and as employed. The cost of printing this agreement shall be equally shared between the Association and the Employer.
- 20.02 Each employee shall keep the Employer informed of changes to relevant employment information.
- 20.03 The normal retirement age is sixty-five (65) years of age. The Employer may continue to employ an employee beyond retirement age, if the Employer determines that the employee can satisfactorily perform the requirements of her classification.
- 20.04 Prior to effecting any changes in the employers' policies or rules which would affect employees covered by this Collective Agreement, the employer will endeavour to first discuss such proposed changes with the Local Association as far in advance as possible to the effective date of change.
- 20.05 Employees shall be paid by direct deposit and shall receive an itemized statement of deductions. Employees leaving the employ of Rideau Place shall be paid all outstanding amounts on the next regularly scheduled pay date.
- 20.06 ONA will be provided with the use of a bulletin board.

## **ARTICLE 21 - COMPENSATION**

- 21.01 The salary rates shall be those set forth in schedule(s) attached to and forming part of this agreement.
- 21.02 Retroactivity

Retroactivity on the rates set out in Schedule "A" shall be paid within three (3) full pay periods following ratification.

21.03 Recognition of Previous Experience

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

This provision shall apply to all current employees at date of Memorandum of Settlement.

21.04 An annual increment shall be paid on each full-time employee's anniversary date of employment and after each fifteen hundred (1500) hours paid in the case of part-time employees.

21.05 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 1 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Residence and duties and responsibilities involved.

**ARTICLE 22 - DURATION**

22.01 This Agreement shall continue in effect until December 31, 2004 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.

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



Dated at Ottawa, this 13<sup>th</sup> day of October, 2004

**FOR THE EMPLOYER**

\_\_\_\_“Phill Rossy”\_\_\_\_\_

\_\_\_\_“Patricia Courtney”\_\_\_\_\_

**FOR THE UNION**

\_\_\_\_“Heather McDonell”\_\_\_\_\_  
Labour Relations Officer

**APPENDIX "A"****SALARIES**

	<b>Effective July 1<sup>st</sup>, 2001</b>	<b>Effective January 1<sup>st</sup>, 2002</b>	<b>Effective January 1<sup>st</sup>, 2003</b>	<b>Effective January 1<sup>st</sup>, 2004</b>
START	\$18.70	\$19.26	\$19.84	\$20.42
STEP 1	\$19.75	\$20.34	\$20.95	\$21.86
STEP 2	\$20.00	\$20.60	\$21.22	\$21.86
STEP 3	\$21.00	\$21.63	\$22.28	\$22.95