

COLLECTIVE AGREEMENT

Between:

TECK PIONEER RESIDENCE  
(hereinafter referred to as the "Home")

And:

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

EXPIRY: MARCH 31, 2020

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**ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Home and the nurses covered by this Agreement; to provide for on-going means of communication between the Association and the Home and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that nurses wish to work together with the Employer to secure the best possible nursing care and health protection for residents. Appropriate committees have been created under this Agreement to work towards this objective.

**ARTICLE 2 - RECOGNITION AND DEFINITIONS**

- 2.01 The Employer recognizes the Association as the sole bargaining agent of all registered and graduate nurses employed in a nursing capacity by Teck Pioneer Residence at Kirkland Lake, Ontario, save and except the Director of Nurses and persons above the rank of Director of Nurses.
- 2.02 (a) In order to protect the standard of nursing care, the Employer agrees that persons whose jobs are not in the bargaining unit shall not perform work normally performed by employees in the bargaining unit, except for:
- i) the purpose of instruction or experimentation; or
  - ii) in the event of an emergency; or
  - iii) work normally performed by employees outside the bargaining unit.
  - iv) the Employer shall not contract out the work of a bargaining unit employee during the term of this agreement.
- (b) The Employer agrees to employ sufficient staff and health care aides to meet the staffing needs that may be set from time to time by statute and/or regulation. In the event that there is insufficient staffing to meet this undertaking, the Employer will post vacancies so that any unmet care undertaking will be satisfied.
- (c) The Employer shall not reduce the ratio of bargaining unit RNs to the sum of RPNs and HCAs on any unit or in the Home as a whole below the level in effect in that unit on December 31, 1996. The complement of RNs shall at least retain the same proportion to the Home's CMM as existed on December 31, 1996. In no event shall there be less than one bargaining unit registered nurse on duty at all times.

The Parties agree to a Letter of Understanding that states the Pricewater House Report will be discussed at a Labour Management Committee meeting.

- (d) The Employer shall, upon entry into any service agreement with the Ministry of Health in respect of residents cared for by members of this bargaining unit, provide to the Union copies of any documents or materials which it is required to post in the Home pursuant to the Municipal Homes for the Aged and Rest Homes Act.
- 2.03
- (a) A Registered Nurse is a nurse who holds a General Certificate of Registration with the College of Nurses' of Ontario in accordance with *The Regulated Health Professions Act*.
  - (b) A nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act, 1991* and its Regulation 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 no longer than three (3) years from her or his date of hire, she or he will be deemed to be not qualified for the position of registered nurse and she or he may be placed on an unpaid leave of absence, otherwise she or he will be terminated from the employ of the Home. Such termination shall not be subject of a grievance or arbitration.
- 2.04 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 15.
- 2.05 A part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 15.
- 2.06 A casual nurse is a nurse who works less than the normal full-time hours referred to in Article 15 and is not prescheduled.
- 2.07 Entitlement: A casual nurse shall be entitled to all provisions of the Collective Agreement applicable to part-time nurses unless otherwise stated.
- 2.08 The assignment of patient care duties, including the delegation or direction of duties by members of bargaining units to other health care providers, shall be in accordance with the Regulated Health Professions Act and related statutes and regulations and in accordance with guidelines established by the College of Nurses of Ontario from time to time, and any Employer policy related thereto shall meet those requirements.

### **ARTICLE 3 - RELATIONSHIP**

The parties agree that a safe workplace, free of violence (including domestic violence) and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between employers, employees, physicians, and the Union. Nurses should feel empowered to report incidents of disruptive behaviour, including physician behaviour, without fear of retaliation. The parties are both committed to a

harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below:

3.01 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 race, creed, colour, ethnic origin, place of origin, sex, sexual orientation, marital status, age, ancestry, citizenship, disability, religious affiliation, gender identity, gender expression, record of offences or any other factor which is not pertinent to the employment relationship. Ref: *Ontario Human Rights Code*

The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on the Home's premises or during working hours except with the written permission of the Home or as specifically provided for in this Agreement.

- 3.02
- (a) Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, creed, colour, ancestry, ethnic origin, place of origin, sex, sexual orientation, marital status, age, citizenship, religious affiliation, gender identity, gender expression, record of offences or disability. Ref: *Ontario Human Rights Code Sec 5(2) and 10(1)*.
  - (b) Every person who is an employee has a right to freedom from harassment in the workplace because of sex by her/his employer or agent of the employer or by another employee.
  - (c) Every person has a right to be free from,
    - i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
    - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.
  - (d) A nurse who believes that she/he has been harassed contrary to this provision may file a grievance under Article 8 of this agreement.

NOTE: Workplace harassment means:

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

## 3.03

Violence in the Workplace

- (a) The parties agree that violence shall be defined as any actual, attempted or implied conduct of a person that causes or is likely to cause physical and/or psychological trauma/harm/injury/illness or that gives a person to believe that she/he or another person is at risk of psychological or physical trauma/harm/injury/illness. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will take every precaution reasonable in the circumstances for the protection of the worker and to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.04, 2.05 and 2.06.
- (b) The Employer agrees to develop formalized policies, measures, procedures and training in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies, measures and procedures shall be communicated to all employees and all employees will receive training and education on them.

The Employer recognizes that workloads can lead to fatigue and a diminished ability, both to identify and to subsequently deal with potentially violent situation(s).

- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training, education and information on the prevention of violence and all measures and procedures in the workplace violence program to all employees who come into contact with potentially aggressive persons. This training will also be done during a new employee's orientation and updated as required.
- (e) The Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.
- (f) The Employer and the Union recognize the Employer's obligation under section 25 (2) (h) to take every precaution reasonable to protect employees and section 32.0.5 (3) of the OHS Act to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent behaviour.

The Employer, in consultation with the JHSC or health and safety representative, shall develop an effective written measure and procedure to put in place a visible warning system for all employees who may be exposed to residents who have a history of violent behavior. Such a system shall include flagging measures such as:

- i) Information about individual residents triggers;

- ii) Pre-admitting checklist;
- iii) Computerized record of resident's history of violence;
- iv) Visible notation on the Response Behaviour Board;
- v) A method to communicate pertinent information about a resident and associated visitors to all employees.

Training on these measures and procedures will be developed, established and provided in consultation with the JHSC or health and safety representative.

#### **ARTICLE 4 - NO STRIKE, NO LOCKOUT**

- 4.01 The Association agrees there shall be no strikes and the Home agrees there shall be no lockouts.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 Except as specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management.

- 5.02 Without limiting the generality of Article 5.01, management's rights include:

- (a) the right to maintain order, discipline and efficiency and in connection therewith, to make, alter, and enforce from time to time reasonable rules and regulations, policies and practices, to be observed by its employees, and the right to discipline or dismiss employees for proper cause provided that a claim of discipline without just cause by a nurse may be the subject of a grievance and dealt with as hereinafter provided.
- (b) the right to select, hire, discipline, dismiss, transfer, assign to shifts, promote, demote, classify, layoff, recall and suspend employees for just cause.
- (c) the right to determine and establish standards and procedures for the care, welfare, safety and comfort of the guests in the Home including establishing standards and degrees of quality of care to be provided; to direct the working forces; to plan, direct and control the operation of the Home including the extent to which the Home will operate; to introduce new and improved methods, facilities and equipment; to determine the amount of supervision necessary; to determine work schedules; to determine the number of employees required for the purposes of the Employer including increases and decreases in personnel.

- 5.03 These rights shall not be exercised in a manner inconsistent with the provisions of this Collective Agreement.

## **ARTICLE 6 - ASSOCIATION SECURITY**

- 6.01 The Employer shall deduct, in the first payroll period in each month, from the earnings of all employees in the bargaining unit, a sum equal to the monthly union dues for each 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 deduction period for an employee may be extended where the employee does not receive pay in a particular month.
- 6.02 Such dues shall be deducted monthly from each employee, but in the case of a newly-hired employee such deduction shall commence in the first pay period immediately following her date of hire.
- 6.03 The amount of the regular monthly dues shall be those authorized by the Association and the Provincial Vice-President - Finance of the Association shall notify the Home of any changes therein and such notification shall be the Home's conclusive authority to make the deduction specified.
- 6.04 In consideration of the deducting and forwarding of Association dues by the Home, the Association agrees to indemnify and save harmless the Home against any claims or liabilities arising or resulting from the operation of this Article.
- 6.05 (a) The amounts so deducted shall be remitted monthly to the Provincial Vice-President - Finance of the Association. In remitting such dues, the Home shall provide a list of nurses from whom deductions were made including deletions and additions from the preceding month and their social insurance numbers.
- (b) In the case of part-time nurses, dues shall be deducted from the first tour worked in a month.
- 6.06 The Employer will provide such information currently provided the Union in articles 6.01 to 6.05 above in an electronic format. The Union will provide the employer with the template containing the type and order of data required. The Employer will identify each electronic submission by the applicable Local number, Bargaining Unit name and ONA Dues month and reference number. The Employer will populate the template as provided by the Union including any data currently provided on hard copy dues list as identified in the Collective Agreement. The Employer will provide the Local and Bargaining Unit with a copy of the electronic submission of dues information. The Employer will send the completed form to the Union via the electronic account for Dues.
- 6.07 (a) The Home agrees that an officer of the Association or Union Representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance and may be arranged collectively or individually by the Home.



- (b) A copy of the Collective Agreement, supplied by the Employer, will be given to the newly hired nurse by the Employer.

6.08 The Home will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.

## **ARTICLE 7 - REPRESENTATION AND COMMITTEES**

### 7.01 Union Representatives

- (a) The Home agrees to recognize two (2) Union Representatives to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Association business including grievances as provided in this Collective Agreement.
- (b) It is agreed that Union Representatives have their regular duties and responsibilities to perform for the Home and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Home agrees to pay for all time spent during their regular hours by such representatives hereunder.

### 7.02 Negotiating Committee

The Home agrees to recognize a negotiating committee comprised of three (3) representatives of the Association for the purpose of negotiating a renewal agreement. The Home agrees to pay members of the negotiating committee for time spent during regular working hours in negotiations with the Home for a renewal agreement up to and including conciliation.

### 7.03 Home-Association Committee

- (a) There shall be a Home-Association Committee comprised of the Administrator and the Director of Nurses and two (2) registered nurses employed by the Home who are appointed by the Bargaining Unit President or Association. The membership of the Committee may be expanded by mutual consent.
- (b) The Committee shall meet every two (2) months unless otherwise mutually agreed. The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
  - i) 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;

- ii) discussion and reviewing matters relating to orientation and in-service programs.
- (d) Payment of wages for such meetings, where the meeting is not held during a nurse's regular working hours shall be at her/his regular rate of pay for the time spent at such meetings.

## 7.04

Occupational Health and Safety Committee

- (a) The Employer and the Association agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury, and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the employer agrees to accept the nurse on duty at the time of each scheduled Joint Occupational Health and Safety Committee meeting as the representative of the Association from amongst bargaining unit members.
- (c) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held as frequently as determined by the Committee but not less frequently than the Occupational Health and Safety Act requires. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) 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 representatives to perform these duties shall be granted.

A member of a committee is entitled to:

- i) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting
- ii) such time as is necessary to attend meetings of the committee; and
- iii) such time as is necessary to carry out inspections and investigations under subsection 9(26), 9(27), and 9(31) of the Act.

A member of a committee shall be deemed to be at work during the times described and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper.

- (g) The parties will abide by the Occupational Health and Safety Act and to that end the Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member of the Joint Occupational Health and Safety Committee attending meetings of the Committee and carrying out their duties, shall be deemed to be work time for which they shall be paid by the Employer at their regular rate and they shall be entitled to such time from work as is necessary to attend scheduled meetings and inspections.
- (i) 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, may be from the Association. The parties agree that it will not be a breach of this provision if only one employee representing workers is trained to be a certified worker and such employee is not from the Association provided that the next employee representing workers trained to be a certified worker may be from the Association.
- (j) A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health & Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper. This provision does not apply with respect to workers who are paid by the Home for the time spent fulfilling the requirements for becoming certified.
- (k)
  - i) This section does not apply to a nurse:
    - A) when a circumstance described below is inherent in the worker's work or is a normal condition of the worker's employment; or
    - B) when the worker's refusal to work would directly endanger life, health or safety of another person.
  - ii) A worker may refuse to work or do particular work where she/he has reason to believe that,
    - A) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
    - B) the physical condition of the workplace or the part thereof in which she/he works or is to work is likely to endanger herself/himself; or
    - C) any equipment, machine, device or thing she/he is to use or operate or the physical condition of the workplace or the part thereof in which she/he works or is to work is in contravention of this Act or the regulations and such

contravention is likely to endanger himself, herself or another worker.

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

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

- 7.05 The Association shall keep the Home notified in writing of the names of the Union Representatives and/or Committee members and Officers of the Local Association appointed or selected under this Article as well as the effective date of their respective appointments. The Home will not recognize any representative without such notification in writing.
- 7.06 All references to Union Representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Local Association.
- 7.07 The Home agrees to give representatives of the Ontario Nurses' Association access to the premises of the Home for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator which will not be unreasonably withheld.
- 7.08 Nurses who are required to attend meetings called by the Employer will be compensated at their regular rate of pay for time spent at such meetings. No premium rate of pay shall be paid for time spent at such meetings.

#### **ARTICLE 8 - GRIEVANCE 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 her/his Union Representative.
- 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/he has first given her/his Director of Nurses the opportunity of adjusting her/his complaint. Such complaint shall be discussed with her/his Director within ten (10) calendar 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 within seven (7) calendar days, it shall then be taken up as a grievance. Any grievance filed shall contain a statement

setting the nature of the complaint and the remedy requested and should specify the Article of the agreement allegedly breached.

Step No. 1

Within seven (7) calendar days following the disposition of the complaint by the Director, the nurse may submit the written grievance to the Director of Nursing or her/his designee who will deliver her/his decision in writing within seven (7) calendar days from the date on which the written grievance was presented to her/him. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step No. 2

Within seven (7) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Home Administrator or her/his designee. A meeting will then be held between the Home Administrator or her/his designee and the Grievance Committee within seven (7) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting.

It is further understood that the Home Administrator or her/his designee may have such counsel and assistance as she/he may desire at such meeting. The decision of the Home shall be delivered in writing within seven (7) calendar days following the date of such meeting.

8.04 Employer/Association Grievances

A complaint or grievance arising directly between the Home and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. 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 herself institute and the regular grievance procedure shall not be thereby bypassed.

8.05 Group Grievance

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 Nurses or her/his designee within ten (10) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.06 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. If no written request for arbitration is received within ten (10) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within eight (8) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

#### 8.07 Discharge and Suspension Grievances

- (a) A nurse will be advised of her/his right to be accompanied by a nurse representative to any meeting with the Employer, where reprimands, discipline or termination (including resignation) may be discussed.
- (b) A nurse is entitled, after imposition of suspension or discharge to be given written reasons for such action.
- (c) A claim by a nurse covered under the Agreement that she/he has been suspended or discharged without just cause, shall be lodged at Step No. 2 of the Grievance Procedure within ten (10) working days of having been provided with the notice of suspension or termination of employment. A nurse representative may be present. A grievance claiming suspension or discharge may be settled by confirming the Employer's action or by reinstating the nurse or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitration Board.

8.08 The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:

- (a) reasons which are arbitrary, discriminatory or in bad faith;
- (b) exercising a right under this Agreement.

The Home agrees to provide written reasons for the release of a probationary nurse within seven (7) days of such release.

A claim by a probationary nurse that she/he has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Home at Step 3 within seven (7) days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below.

The Home agrees to provide written reasons within seven (7) calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed her/his probationary period, without just cause.

A claim by a nurse who has completed her/his probationary period that she/he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Home at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Home's action in dismissing the nurse; or
- (b) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

8.09 All agreements reached under the grievance procedure between the representatives of the Home and the representatives of the Association will be final and binding upon the Home and the Association and the nurse.

8.10 Arbitration

When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar 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 to the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

8.11 (a) The time prior to referral to arbitration may be utilized by the Union and/or the Employer to discuss and/or initiate a dispute resolution mechanism other than a three person Board of Arbitration.

Either party may request a sole arbitrator, mutually agreed upon, where the grievance concerns:

- i) a job posting
- ii) a short term layoff
- iii) responsibility pay, premiums, overtime and call-in pay
- iv) entitlement to leave
- v) scheduling issues

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

(b) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. Once appointed the Arbitration Board shall have the power to mediate/arbitrate the grievance, including the power to impose a settlement and to limit evidence and submissions.

8.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

8.13 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.

- 8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority the decision of the chairperson, will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fee and expenses, if any, of the chairperson of the Arbitration Board.
- 8.16 The time limits set out in the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, subject only to the provisions of Section 44(6) of the Labour Relations Act.

### **ARTICLE 9 - PROFESSIONAL RESPONSIBILITY**

- 9.01 The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

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

- (a)
  - i) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
  - ii) If necessary, using established lines of communication as identified by the home, seek immediate assistance from an individual(s) (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
  - iii) Failing resolution of the workload issue at the time of occurrence or if the issue is ongoing the nurse(s) will discuss the issue with her or his Manager (or designate) on the next day that the Manager (or designate) and the nurse are both working or within five (5) calendar days whichever is sooner. The nurse(s) will submit her issue to the employer, in writing. The manager (or designate) will provide a written response to the nurse(s) within five (5) days of receipt of the workload issue, with a copy being forwarded to the Bargaining Unit President.
  - iv) When meeting with the manager, the nurse(s) may request the assistance of a Union representative to support/assist her/him at the meeting.
  - v) Every effort will be made to resolve workload issues at the unit level. A Union representative shall be involved in any resolution



discussions at the unit level. The discussions and actions will be documented.

- vi) Failing resolution at the unit level, submit the written complaint to the Home-Association Committee within twenty (20) calendar days from the date of the Manager's response or when she or he ought to have responded under (iii) above. The Chair of the Home-Association Committee shall convene a meeting of the Home-Association Committee within fifteen (15) calendar days of the filing of the written complaint. The Committee shall hear and attempt to resolve the issue(s) to the satisfaction of both parties and report the outcome to the nurse(s).
  - vii) Prior to the issue(s) being forwarded to the independent Assessment Committee, the Union may forward a written report outlining the issue(s) and recommendations to the Director of Care.
  - viii) Any settlement arrived at under Article 9.01 (a) iii), iv), or v) shall be signed by the parties.
- (b)
- i) the panel of Assessment Committee chairpersons is attached and the members of that panel shall sit in rotation alphabetically. If a panel member is unable to sit within the time limits stipulated, the panel member next scheduled to sit will be appointed by the parties. The parties agree that should a chairperson be required, the Ontario Nurses' Association and the Employer will be contacted. They will provide the name of the person to be utilized on the list of chairpersons.
  - 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 Assessment Committee in the performance of its responsibilities as set out herein.
  - iii) The assignment of patient care duties, including the delegation or direction of duties by members of the bargaining unit to other health care providers, shall be in accordance with the Regulated Health Professions Act and related statutes and regulations and in accordance with guidelines established by the College of Nurses of Ontario from time to time, and any Employer policy related thereto shall meet those requirements.
- (c) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Labour Relations Officer and the Nursing Practice Officer, may attend meetings held between the Home and the Association under this provision.

## **ARTICLE 10 - ORIENTATION AND IN-SERVICE PROGRAMME**

- 10.01 The Home shall provide a Home Orientation Programme of six (6) tours of duty: two (2) regular (7.5 hours) days which includes a MedReceive Orientation day,

two (2) extended tour (11.25 hour) days, two (2) extended tour (11.25 hour) nights, and one (1) regular tour (7.5 hour) day for education to all nurses.

- 10.02 Before assigning a newly hired nurse in charge, the Home will first provide orientation to the Home. It is understood that such nurse may be assigned to any tour as part of her/his orientation program providing such assignment is in accordance with any scheduling regulations or objectives.
- 10.03 Nurses recalled from layoff under Article 12.07 (a), and nurses whose probationary period has been extended under Article 12.01, may be provided any orientation determined necessary by the Home. A request by such a nurse for orientation shall not be unreasonably denied.
- 10.04 Both the Home and the Association recognize joint responsibility and commitment to provide, and participate in, in-service education. The Association supports the principle of its members' responsibility for their own professional development and the Home will endeavour to provide programmes related to the requirements of the Home. Available programmes will be publicized.
- 10.05 When a nurse is on duty and authorized to attend any in-service program within the Home and during her/his regularly scheduled working hours, she/he shall suffer no loss in regular pay. When a nurse is required by the Home to attend courses outside of her/his regularly scheduled working hours, she/he shall be paid for all time spent in attendance on such courses at her/his regular straight time hourly rate of pay.

#### **ARTICLE 11 - ACCESS TO FILES**

- 11.01 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 initial 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 evaluation or formal disciplinary notations contained therein in the presence of her/his supervisor. A copy of the yearly evaluation will be provided to the nurse.
- 11.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse twenty-four (24) months following the receipt of such letter, suspension or other sanction provided that the nurse's record has been discipline free for such twenty-four (24) month period.

#### **ARTICLE 12 - SENIORITY**

- 12.01 Newly hired nurses shall be considered to be on probation for a period of sixty normal tours as identified in Article 15.01 or four hundred and fifty (450) hours of work for nurses whose regular hours of work are other than the standard work day worked from date of last hire. If retained after the probationary period, the nurse shall be credited with seniority from date of last hire. With the written consent of the Home, the probationary nurse, and the President of the Local Association or her/his designate, such probationary period may be extended. Where the Home requests an extension of the probationary period it will provide

notice to the Association 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 four hundred and fifty (450) hours worked and, where requested, the Home will advise the nurse and the Association of the basis of such extension.

12.02 A seniority list shall be established for all full-time and part-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time and part-time probationary nurses shall be included in the seniority lists. A copy of the current seniority lists will be filed with the President of the Local Association or her/his designate on request but not more frequently than once every six (6) months. A copy of the seniority lists shall also be posted at the same time. If there are no complaints within sixty (60) days of posting, then the seniority standing of everyone on the list shall be deemed to be correct.

12.03 Seniority shall be retained by a nurse in the event that she/he is transferred from full-time to part-time or vice versa. For the purposes of the application of seniority if any under the agreement, but not for the purposes of service under any provision of the Collective Agreement (save as expressly provided otherwise in this agreement), a nurse whose status is changed from full-time to part-time shall receive credit for her/his full-time seniority. In the case of a nurse whose status is changed from part-time to full-time, she/he shall receive credit for seniority on the basis of one year of seniority for each 1500 hours worked. Any hours worked in excess of the equivalent shall be carried over by the nurse at the time of transfer and she/he shall continue to accumulate seniority in this manner until she/he reaches the next equivalent.

12.04 If a nurse's absence without pay from the Home including absences under Article 13, Leaves of Absence, exceeds thirty (30) continuous calendar days, she/he will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided, and the nurse will become responsible for full payment of any subsidized employee benefits in which she/he is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days, a nurse may arrange with the Home to prepay the full premium of any applicable subsidized benefits during the period of leaves in excess of thirty (30) continuous calendar days to ensure her/his continuing coverage.

Notwithstanding this provision, seniority shall accrue for a period of one year if a nurse's absence is due to disability resulting in W.S.I.B. benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.

NOTE: This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

12.05 A full-time or regular part-time nurse shall lose all service and seniority and shall be deemed to have terminated if she/he:

(a) leaves of her/his own accord;

- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four (24) calendar months.
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Home of such absence and providing a satisfactory reason to the Home;
- (e) fails to return to work (subject to the provisions of 12.05 (d)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (f) fails upon being notified of a recall to signify her/his intention to return within twenty (20) calendar days after she/he has received the notice of recall mailed by registered mail to the last known address according to the records of the Home and fails to report to work within thirty (30) calendar days after she/he has received the notice of recall or such further period of time as may be agreed upon by the parties.

## 12.06

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Home, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses may make written application for such vacancy within the seven (7) day period referred to herein.

Where the skill, ability, experience and qualifications are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Unsuccessful applicants will be notified.

At the request of the nurse, the Home will discuss with the unsuccessful applicants ways in which they can improve their qualifications for future postings.

- (b) A nurse may make a written request for transfer by advising the Home and filing a Request For Transfer form indicating her/his name, qualifications, experience, present area of assignment, seniority date and requested area of assignment. A transfer shall be defined as a move within a classification within the same salary grid. Requests for Transfer shall become active as of the date it is received by the Home and shall remain so until December 31 following. Such requests will be considered as an application for a posted vacancy in a position for which a transfer has been requested. A list of the vacancies filled under this Article in the preceding month along with the Association applicants shall be provided to the Association.
- (c) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including Maternity) may be filled at the discretion of the Home. In filling such

vacancies, consideration shall be given to part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.

If the temporary vacancy is not filled by a regular part-time nurse, consideration will be given to casual part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question.

- (d) The Home shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.
- (e) The name of the successful applicant will be posted by the Home. A nurse selected as a result of a posted vacancy need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her/his selection.

## 12.07

- (a) A layoff of nurses shall be made on the basis of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off. Casual part-time nurses shall be laid off before regular part-time nurses. Casual part-time nurses shall not be utilized while full-time or regular part-time nurses remain on lay-off.

A lay-off shall include a reduction in a nurse's hours of work, a cancellation of all or part of a nurse's scheduled shift and a displacement of a nurse from her/his area of assignment.

A nurse who has been notified of an impending lay-off may:

- i) accept the lay-off; or
- ii) exercise the right to bump or displace another nurse in any classification who has lesser bargaining unit seniority; or
- iii) opt to retire if eligible under the terms of the pension plan as outlined under Article 20.01.

Nurses shall be recalled in the order of seniority, unless otherwise agreed between the Home and Local Association, provided that the nurse is qualified to perform the available work.

- (b) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff before the Employer discusses the changes with the Association.
- (c) All part-time and full-time nurses in the bargaining unit who are on lay-off will be given a job opportunity in the full-time and part-time

categories before any new nurse is hired into either category provided the nurses are qualified to perform the available work.

12.08 In the event of a proposed layoff at the Home of a permanent or long term nature, the Home will:

- (a) provide the Local Association with no less than six (6) months notice of such lay off; and
- (b) meet with the Association through the Association/Home Committee to review the following:
  - i) the reasons causing the lay off;
  - ii) the service which the Home will undertake after the lay off; and
  - iii) the method of implementation, including the areas of cutback, and the nurses to be laid off.

12.09 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:

- (a) when on leave of absence with pay;
- (b) when on an approved leave of absence without pay, not exceeding thirty (30) continuous calendar days;
- (c) when in receipt of sick leave;
- (d) when in receipt of Worker's Compensation
- (e) when on paid maternity leave.

12.10 Transfer outside of the Bargaining Unit

- (a) An employee who is transferred temporarily to a position outside of the bargaining unit for a period of not more than three (3) months, or is seconded to teach for an academic year shall not suffer any loss of seniority, service or benefits.

An employee who is transferred temporarily to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

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

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

- (b) In the event that an employee is transferred temporarily to a position outside of the bargaining unit for a period in excess of one (1) year or a permanent position outside of the bargaining unit, she or he will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the Union of the names of any employees performing the duties of positions outside of the bargaining unit pursuant to ~~Articles 11.19 and/or 20.03 (b)~~, the date the assignment commenced, the area of assignment and the duration of such assignments.
- (e) An employee who accepts a transfer under Article 12.10 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

## **ARTICLE 13 - LEAVES OF ABSENCE**

### 13.01 Personal Leave

Written requests for a personal leave of absence without pay will be considered on an individual basis by the Director of Nursing or her/his designee. Such requests are to be given as far in advance as possible and at least three weeks prior to the date of the schedule in which the leave is posted, except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

### 13.02 (a) Leave, Association Business

If requested by the Association, the Employer will not unreasonably deny leave of absence to nurses to attend Association business.

During such leave of absence, the nurse's seniority salary and applicable benefits shall be maintained by the Home and the Local Association agrees to reimburse the Home in the amount of the daily rate of the nurse.

Such leaves of absence shall not total more than 25 working days in any calendar year for any nurse and not more than two nurses shall be on such leave of absence at one time.

Part-time nurses will receive service and seniority credit for leaves granted under this Article.

The Home agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

Seniority and service shall be calculated using the previous twelve (12) weeks employment record.

(b) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Home, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Home 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.

(c) Leave, President, or Board of Directors, O.N.A.

The Employer will not unreasonably deny, upon application in writing by the Association on behalf of the nurse to the Home, a leave of absence to such nurse elected to the office of the President or to the Board of Directors of the Ontario Nurses' Association for a period of up to two (2) years. There shall be no loss of service or seniority during such leave of absence. During such leave of absence the nurse's salary and applicable benefits shall be maintained by the Home and the Association agrees to reimburse the Home in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Home of her/his intention to return to work at least sixty (60) days prior to the date of such return. Only one (1) nurse may be granted such leave of absence at any one time.

13.03

Bereavement Leave

- (a) i) Full-time nurses shall be granted 3 regularly scheduled consecutive work days leave without loss of salary or wages in the case of death or serious illness of a parent, spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchildren, step parent, step children, son-in-law, and daughter-in-law.



- ii) Part-time nurses shall be granted 3 regularly scheduled consecutive work days leave without loss of salary or wages within the 7 calendar days immediately following the death, or during the serious illness of a parent, spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchildren, step parent, step children, son-in-law, and daughter-in-law.
  - iii) A casual nurse shall be granted a leave of absence with or without pay at the discretion of the Home, for a reasonable period of time.
  - iv) Where the burial/memorial service or equivalent occurs outside the Kirkland Lake area, such leave may include as well, reasonable travelling time, the latter not to exceed 2 days.
  - v) Part-time nurses will be credited with seniority and service for all such leave.
  - vi) Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding three (3) days in total, in order to accommodate a spring burial, or for religious and cultural diversity.
- (b) The Administrator may consider a request for an extension of a period of bereavement leave or special instances of bereavement leave. Such leave shall not be unreasonably denied.

## 13.04

Maternity Leave

- (a) Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, R.S.O. 1980 as amended, except where otherwise amended by this agreement.
- (b) The nurse shall give written notification at least one month in advance of the date of commencement of such leave and the expected date of such return.
- (c) A nurse who is on maternity leave as provided under this Agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance Act, 1971, 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 earnings and the sum of her weekly employment insurance benefits and any other earnings. Such payments shall commence following completion of the one week Employment Insurance waiting period and receipt by the Home of the nurse's Employment Insurance cheque stubs as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen 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.

- (d) The nurse has the right to extend the maternity leave to six months in total. Written notice by the nurse to extend maternity leave will be given at least two weeks prior to the termination of the initially approved leave.

The notice requirement will be shortened in circumstances where medical complications occur in the two weeks prior to the termination of the initially approved leave.

#### Adoption Leave

Where a nurse with at least twelve (12) months of continuous service is required by the adoption authorities to take a leave of absence from work, for the purposes of the adoption, such nurse shall be entitled to a leave of absence, without pay, in accordance with the Employment Standards Act, for a period of up to sixty-three (63) weeks in duration with consideration being given to any requirements of the adoption authorities. Such leave shall be given provided that the nurse will give the Home at least one (1) month written notice of the date of commencement of such leave and the expected date of the return.

- (e) Vested Right: Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan. (57(13) (h) of the UI Regulations).
- (f) Other Income: 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. (57(13) (i) of the UI Regulations).

#### Parental Leave

A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

A nurse who has taken pregnancy leave under Article 13.04 is eligible to be granted a parental leave in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave may extend the parental leave for a period of up to sixty-three (63) weeks in duration (sixty-one weeks if taken with pregnancy leave). In cases of adoption, the nurse shall advise the Home as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.

A nurse who is on parental leave as provided under this Agreement and who is in receipt of Employment Insurance parental benefits pursuant to 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.

Such payment shall commence following completion of the one 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 or his last day worked prior to the commencement of the leave times her or his normal weekly hours.

#### 13.05 Jury and Witness Duty

If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest or any proceedings under the Regulated Health Professions Act, where the proceedings are not about the conduct of the Nurse in connection with a case arising from the nurse's duties at the Home, the nurse shall not lose regular pay because of such attendance provided that the nurse:

- (a) notifies the Home immediately on the nurse's notification that she/he will be required to attend court;
- (b) presents proof of service requiring the nurse's attendance;
- (c) deposits with the Home the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.
- (d) It is understood that such paid leave applies to any scheduled night shifts immediately prior to a day of jury duty.

#### 13.06 Education Leave

- (a) Leave of absence, without pay, for the purpose of further education directly related to the nurse's employment with the Home may be granted on written application by the nurse to the Director of Nursing or her/his designate. Requests for such leave will not be unreasonably denied.
- (b) A nurse shall be entitled to leave of absence without loss of earnings from her/his regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which nurses are enrolled to upgrade their nursing qualifications, provided:
  - i) the course is approved by the Employer;
  - ii) the upgrading of qualifications pertains to the Home;
  - iii) payment re earnings is only made on successful course completion.

13.07 Professional Leave

Professional leave without pay will be granted to nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses, provided such leave does not unduly interfere with the proper operation of the Home.

13.08 In any case, where a nurse is granted leave of absence she/he shall not be required to work the evening or night tours of duty immediately prior to or following the leave of absence.

13.09 The Home agrees to a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

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

health and welfare benefits in which she/he is participating. Contributions to the Ontario Municipal Employees' Retirement System Act will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave.

- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given the Director of Nursing. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Home plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Home will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Home is unable to find a suitable replacement, it may postpone the leave. The Home will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her/his within a reasonable period of time.
- (l) The nurse will be reinstated to her/his former position unless the position has been discontinued, in which case she/he shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Home in order to authorize the Home to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 13.09 of the Collective Agreement and any other statement which may be required by law.
  - ii) The period of salary deferral and the period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Home to enter the pre-paid leave program will be appended to and form part of the written agreement.

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

14.01 For all full-time nurses, the Association agrees to apply the terms of Appendix "C".

- 14.02 There shall be no pay deduction from a nurse's regular scheduled tour when a nurse has completed one half of the tour prior to going on sick leave benefits or Workplace Safety and Insurance benefits.
- 14.03 The Home and the Association recognize their joint duty to accommodate handicapped employees in accordance with provisions of the Ontario Human Rights Code.

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

- 15.01 The following paragraphs and section are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week.
- (a) The regular work week for all nurses shall be an average of thirty-seven and one-half (37½) hours per week exclusive of a one-half (½) hour unpaid lunch period daily, but not to exceed seventy-five (75) hours in a two (2) week period exclusive of daily one-half (½) hour unpaid lunch periods.
  - (b) The normal daily tour shall be seven and one-half (7½) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (½) hour meal period, it being 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.
  - (c) If a nurse is requested or required to work their lunch period, the nurse shall receive overtime pay of one and one-half (1½) times her/his regular rate, unless another lunch period is provided, or the lunch period is extended for the time worked.
- 15.02 (a) Schedules will be posted two (2) weeks in advance for a six (6) week period. Requests will be submitted one (1) week prior to posting. Once posted, schedules shall not be changed without the consent of the nurse involved, unless otherwise mutually agreed.
- When changes to the posted work schedules are made with less than forty-eight (48) hours notice, time and one half of the nurse's regular straight-time hourly rate will be paid for all hours worked for the first shift of her/his new schedule. This shall not apply in cases where a change in schedule is necessary because of emergency, sickness, accident, bereavement leave, resignation, or other authorized leaves of absence. Changes to the posted work schedule will be brought to the attention of the nurse personally.
- (b) Requests for a change of scheduled working hours must be submitted in writing and co-signed by the nurse willing to exchange tours. The request for such a change shall be subject to approval by the Director of Nursing and shall not be reasonably withheld. It is agreed that such a change will in no circumstances cause an additional compensation expense to the Employer.

- (c) A nurse will not be required to change shifts more than once during the Home's work week unless otherwise agreed to between the Employer and the nurse concerned.
- (d) Failure to provide at least sixteen (16) hours rest between tours which are being changed, shall result in payment of overtime at established rates for any hours worked during such rest period.
- (e) No less than two (2) consecutive tours off between changes of shift unless otherwise mutually agreed.
- (f) These scheduling regulations may be waived between December 15th and January 15th so that all nurses will receive four (4) or more consecutive days off at either Christmas or New Year's in alternate years. Christmas Eve Day, Christmas Day, Boxing Day or New Year's Eve Day and New Year's Day will be included in the four (4) days off. An additional three (3) days may be scheduled off to a total of seven (7) consecutive days off, taking into consideration the efficient operation of the Home.

The Christmas time sheet will be posted by November 1<sup>st</sup> of each year.

- (g) Every second weekend will be scheduled as a weekend off. It is understood that a weekend consists of at least sixty-four (64) consecutive hours off work during the period following completion of the Friday day or evening tour until the commencement of the Monday day or evening tour.
- (h) Split tours will not be scheduled.
- (i) When changing from Daylight Saving Time to Eastern Standard Time the nurses involved shall be paid for the hours worked at their regular rate of pay, and vice versa.
- (j) There shall be forty-eight (48) consecutive hours scheduled off after working night tours. Failure to comply with this will result in time and one-half (1½) being paid to the nurse for the hours that are in violation of the forty-eight (48) hours' off duty. This shall not apply in situations where the schedule has been changed at the request of the nurse or where the change is otherwise mutually agreed.
- (k) The Home recognizes the principle of fair scheduling for nurses and undertakes to apply this principle insofar as is practicable having regard to the proper and efficient operation of the Home.

### 15.03

#### Part-time Commitment

- (a) Part-time nurses assure the Employer that they will be available for at least six (6) - 7½ hour shifts or four (4) - 11¼ shifts bi-weekly.
- (b) Part-time nurses assure the Employer that they will be available for work for either December 24, December 25 and December 26, or December 31, January 1 and January 2, in alternate years.

- (c) i) The Employer agrees to schedule regular part-time employees equitably, on the posted work schedule, in accordance with Article 15.03 (a), up to their commitment of hours.
- ii) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees provided that no employee exceeds her/his commitment as a result of being offered such extra tours and provided that this extra tour does not create a premium situation.
- iii) Where all regular part-time employees have been given the opportunity to work up to their committed tours, extra tours will then be offered to regular part-time employees on the basis of seniority until the senior regular part-time employees has the number of tours she/he wishes or is in an overtime position, then the available tours will be offered to the next senior regular part-time in the same manner and so on.
- iv) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees.

#### **ARTICLE 16 - PREMIUM PAYMENT**

- 16.01 (a) If a nurse is authorized to work in excess of the hours referred to in Article 15.01, she/he shall receive overtime premium of one and one-half times her/his regular straight time hourly rate. 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 (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour.
- (b) Overtime premium will not be duplicated for the same hours worked under Article 15.01 nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her/his scheduled day off shall receive overtime premium of one and one-half times her/his regular straight time hourly rate.
- (c) A full-time nurse who is required to work on her or his scheduled day off shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate except on a paid holiday the nurse shall receive two (2) times her or his straight time hourly rate.
- (d) A part-time nurse shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate if she works in excess of seventy-five (75) hours in a two (2) week period except on a paid holiday the nurse shall receive two (2) times her or his straight time hourly rate.



- 16.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of a change of tour on the request of a nurse or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two nurses.
- 16.03 Where a nurse is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half (1½) her/his regular straight time hourly rate and she/he is required to work additional hours following her/his full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse), she/he shall receive two (2) times her/his regular straight time hourly rate for such additional hours worked.
- 16.04 A nurse who reports for work as scheduled, unless otherwise notified by the Home, shall receive a minimum of four (4) hours' pay at her/his regular straight time hourly rate. She/he shall be required to perform any nursing duties assigned by the Home, which she/he is capable of doing, if her/his regular duties are not available.
- 16.05 A part-time nurse called in with less than two (2) hours notice prior to the commencement of a tour and arrives within a hour after the commencement of a shift shall be paid for the full shift.
- 16.06 Call-In
- Where a nurse has completed her/his regularly scheduled tour and left the Home and is called in to work outside her/his regularly scheduled working hours, she/he shall receive time and one-half (1½) her/his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1½) her/his regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her/his regularly scheduled shift. In such a case, she/he will receive time and one-half (1½) her/his regular straight time hourly rate for actual hours worked up to the commencement of her/his regular shift.
- 16.07 Shift Premium
- Effective April 1, 2019, a nurse shall be paid a shift premium of two dollars and fifteen cents (\$2.15) per hour for each hour worked between 1430 and 0630 hours. Tour differential will not form part of the nurses' straight time hourly rate.
- 16.08 It shall be the responsibility of the nurse to consult posted work schedules. The Employer will endeavour to provide as much advance notice as is practical of a change in the posted schedules. Changes to the posted work schedules shall be brought to the attention of the nurse.
- 16.09 (a) Where the Home temporarily assigns a Registered Staff Nurse to carry out the assigned responsibility of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one full tour or more, at times when the incumbent in any such classification would otherwise be working, she/he shall be compensated at the rate payable to the classification in which she/he is relieving at a level which recognizes her/his experience for each completed tour from the date of such assignment. Compensation for

such temporary assignments shall not be less than an increase in salary which is the equivalent of one step in the salary range of her/his own classification (provided that it does not exceed the salary range of the classification to which she/he has been promoted). The Home agrees that it will not make work assignments which will violate the purpose and intent of this provision.

(b) Nurse-in-Charge

Effective March 31, 2019, a nurse in charge will receive a responsibility allowance of one dollar and ninety cents (\$1.90) per hour in addition to her/his applicable shift premium under Article 16.07.

16.10 Cancellation of Part-time Nurses

Whenever the Employer wishes to change the work schedule of a part-time nurse, the Administrator or her/his designate, shall give notice of the change at least forty-eight (48) hours in advance of the scheduled reporting time of the nurse. In the event of failure to comply with this provision, the nurse shall receive seven and one half (7½) hours' pay. This shall not apply in cases where a change of schedule is necessary because of emergency, sickness, accident, bereavement leave, resignation or other authorized leaves of absence. Changes to the posted work schedule will be brought to the attention of the nurse personally by the Director of Nurses.

16.11 Nurses who work outside their regularly scheduled tour, shall after two (2) hours, receive a one-half (½) hour paid rest period and shall be provided with a hot meal or six dollars (\$6.00) in lieu of a meal.

16.12 Effective April 1, 2019, a nurse shall be paid a weekend premium of two dollars and fifty-five cents (\$2.55) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties may agree upon.

16.13 Where a nurse has worked and accumulated approved overtime hours, such nurse shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate, (i.e., where the applicable rate is time and one half then time off shall be at time and one half) and shall be used at a mutually agreeable time within three (3) months of the occurrence.

**ARTICLE 17 - STATUTORY HOLIDAYS**

17.01 (a) The Employer shall recognize the following statutory holidays:

New Year's Day	Dominion Day
January 2	Labour Day
Family Day (third Monday in February)	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Civic Holiday	

A nurse shall be entitled to two (2) floating holidays per year. These floating holidays shall be taken at a time which is mutually agreeable between the employer and the nurse.

The Employer agrees that a nurse who is sick and cannot report to work will, upon her/his request, be permitted to use an unused floater for her/his day of absence.

- (b) A casual nurse shall be granted Statutory Holidays in accordance with the provisions of the Employment Standards Act, RSO 1980 as amended.

17.02 In order to qualify for pay for a holiday, a nurse shall complete her/his full scheduled tour immediately preceding and following the holiday, unless absent due to personal illness or injury which commenced within a month of the date of the holiday, vacation granted by the Employer, or unless otherwise excused by the Employer.

17.03 Holiday pay will be computed on by basis of the nurse's regular straight time hourly rate of pay times the number of hours for her/his normal daily tour.

17.04 Subject to 17.02:

- (a) Where a holiday falls during a nurse's scheduled vacation period, her/his vacation shall be extended by one (1) day unless the nurse and the Hospital agree to schedule a different day off with pay.
- (b) Where a holiday falls on a nurse's scheduled day off, an additional day off with pay will be scheduled.

17.05 A nurse required to work on any of the foregoing holidays shall be paid at the rate of time and one-half her/his regular straight time rate of pay for all hours worked on such holiday subject to Article 16.03. In addition, she/he will receive a lieu day off with pay in the amount of her/his regular straight time hourly rate of pay times the number of hours in her/his normal daily tour or be paid at her/his option the pay set out in this sentence without the day off.

17.06 The Home shall grant lieu days off at a time mutually agreed upon between the nurse and her/his supervisor. A nurse may only accumulate up to seven (7) lieu days off at any one time.

## **ARTICLE 18 - VACATIONS**

18.01 Effective April 1, 2015, all full-time nurses shall receive vacation with pay based on length of full-time continuous service as follows:

- (a) nurses who have completed less than one year of continuous service as of June 30th, shall be entitled to vacation on the basis of 1.25 days for each completed month of service with pay in the amount of 6% of gross earnings.

- (b) nurses who have completed one or more years of full-time continuous service, but less than three years of continuous service as of June 30th, shall be entitled to three weeks vacation with pay.
- (c) nurses who have completed three years or more of full-time continuous service, shall be entitled to an annual vacation of four weeks with pay.
- (d) nurses who have completed twelve (12) years or more of full-time continuous service, shall be entitled to an annual vacation of five weeks with pay.
- (e) nurses who have completed twenty-two (22) years or more of full-time continuous service, shall be entitled to an annual vacation of six weeks with pay.
- (f) nurses who have completed thirty-two (32) years or more of full-time continuous service, shall be entitled to an annual vacation of seven (7) weeks with pay.

18.02 A nurse who leaves the employ for any reason shall be entitled to receive any unpaid vacation pay which is accrued to her/him from the date of her/his separation, it being understood and agreed that the nurse will provide at least two weeks notice of termination.

- 18.03
- (a) Where a nurse's scheduled vacation is interrupted by a serious illness requiring a medical note, the period of such illness shall be considered sick leave.
  - (b) Where a nurse's scheduled vacation is interrupted by serious illness requiring hospitalization, the period of such illness shall be considered sick leave.
  - (c) Where a nurse's scheduled vacation is interrupted due to a bereavement, or jury and witness duty, the nurse shall be entitled to bereavement leave in accordance with Article 13.03 or jury and witness duty leave under Article 13.05.
  - (d) The portion of the employee's vacation which is deemed to be bereavement leave or jury and witness duty under the above provisions will not be counted against the employee's vacation credits.

18.04 Effective April 1, 2015, all part-time nurses shall be entitled to vacation pay based on the applicable percentage provided in accordance with the vacation entitlement for full-time nurses, their gross earnings in the preceding year on the following basis:

up to three years	- 6%	- 3 week entitlement
after three years	- 8%	- 4 week entitlement
after twelve years	- 10%	- 5 week entitlement
after twenty-two years	- 12%	- 6 week entitlement
after thirty-two years	- 14%	- 7 week entitlement

Equivalent years of service calculated pursuant to the provisions of Article 18.05 shall be used to determine vacation entitlement.

- 18.05 For the purposes of vacation entitlement, service for those nurses whose status is changed from part-time to full-time, shall mean the combined services of part-time and full-time nurses employed and accumulated on a continuous basis. For the purposes of this Article, 1500 hours of part-time service shall equal one year of full-time service.
- 18.06 (a) Vacations may be taken at any time of the year and the Employer will grant vacation requests where reasonably possible.
- During the month of July and to August, the maximum vacation that shall be taken is three (3) weeks.
- (b) Vacation requests will be posted before March 1, so that all nurses may indicate their preference by May 1. Vacation schedules will be approved and reposted before June 1.
- (c) In scheduling vacation requests, preference will be given to employees in accordance with their seniority provided the employee exercises this right by the date established in (a) above, after which time request in the request book will be scheduled on a first come, first serve basis. In the event of conflict, seniority shall prevail.
- (d) In the event of a conflict between full-time nurses and part-time nurses, seniority shall be calculated in accordance with Article 18.05.
- 18.07 Vacation pay calculated on current earnings will be paid to each nurse on the pay date immediately preceding her/his vacation if requested. Such a request must be made in writing at least two weeks before the day date in question.
- 18.08 It is understood and agreed that the Employer will grant to part-time nurses, in accordance with their seniority, preference in selecting personal annual leave of absence without pay, in lieu of vacation periods.
- 18.09 A vacation request, which has been submitted by the nurse and then approved by the employer, may not be cancelled by the employer without the consent of the nurse.

## **ARTICLE 19 - WELFARE BENEFITS**

- 19.01 The Employer agrees to contribute for each full-time nurse, unless the nurse is otherwise exempted, to the following benefit plans:
- i) 100% of the premium for Ontario Health Insurance Plan
  - ii) 100% of the premium for Great West Life Semi-Private Hospital Care Plan presently in existence at the Home.
  - iii) 100% of the premium for the Great West Life Comprehensive Extended Health Care Plan which includes hearing coverage presently in existence

at the Home. Effective date of ratification, the Employer will provide up to three hundred and seventy-five dollars (\$375.00) per two calendar years, for each employee and each employee's dependants, upon submission of proof of payment of or repair of corrective eye wear including the ability to use for laser surgery. The Employer will provide up to one hundred dollars (\$100.00) per 2 calendar years for eye exam.

- iv) 90% contribution of the current ODA fee schedule for the Great West Life Dental Plan.
- v) 100% of the premium for a long term and short term disability plan which will be administered in accordance with a master policy. The plan shall provide the level of benefits described in Appendix C.

19.02 The Employer shall continue to pay the premiums for Benefit Plans as outlined in Article 19.01 and 20 for full-time nurses on Paid Leaves of Absence or Workers' Compensation or pursuant to Article 12.04. In addition, the employer shall continue to pay the premiums for nurses on pregnancy and/or parental leave as required by the provisions of the Employment Standards Act. Nurses who are on layoff may continue to participate in Benefit Plans, at their request, provided they make arrangements for payment.

19.03 (a) The Employer shall provide each full-time nurse and the Association with those information booklets available from the carriers outlining the details of the Benefit Plans provided for in Articles 19.01, 20.01, and 20.02.

- (b) The Employer may substitute another carrier for any plan (other than O.H.I.P.) provided that the benefits conferred thereby are not decreased. The Employer shall discuss with the Association any change in the carrier or underwriter for any plan at least sixty (60) days before implementing such plan.

19.04 Group Life Insurance Plan

For full-time nurses the Employer agrees to contribute one hundred percent (100%) of the employee premium cost for the Group Life Insurance Plan in force January 1, 1984, which includes accidental death and dismemberment coverage and as improved from time to time. Both life insurance and accidental death and dismemberment coverage are at two (2) times the annual salary.

19.05 The Corporation will continue to pay its share of all premiums of benefit as per the Collective Agreement to employees who retire on an early OMERS pension, between the ages of 55 and 65. Life Insurance will be set in the amount of \$10,000.

Payment will be from the date of retirement to age 65. It is understood that should a former employee or their spouse become employed by any one from whom they are entitled to receive a benefit plan as a part of their employment package, they will automatically forfeit any right to enrolment in the Corporation of the Town of Kirkland Lake Benefit Plans.

The retired employee must have a minimum of ten (10) years' continuous employment with the Corporation at the time of his/her retirement. Benefit coverage terminates in the event of the death of the retired employee where death precedes the employee's 65<sup>th</sup> birthday.

19.06 Benefits Age 65 and Older

- (a) The Home will provide to all full-time employees who reach age 57 and retire and have not yet reached age 65 and who are in receipt of the Home's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees as long as the retiree pay the Employer their share of the monthly premiums, in advance. The Home will contribute fifty percent (50%) of the billed premiums of these benefit plans.
- (b) The Home will contact employees who retired between April 1, 2016 and the effective date of the award at their last known address on record with the home, with a copy to the union, within thirty (30) days of the date of the award to advised them of their entitlement to (a) above.

**ARTICLE 20 - PENSION PLANS**

- 20.01 The Pension Plan established under the Canada Pension Plan Act and the Ontario Municipal Employees Retirement System Act shall be adopted by the Association and the Employer.

**ARTICLE 21 - BULLETIN BOARDS**

- 21.01 The Employer shall provide bulletin boards for the use of the Association. The Association agrees that the use of the Bulletin Boards shall be restricted to the posting thereon only such notices that have been signed by the President or other authorized officers of the Association. The Association undertakes to keep the Bulletin Boards in a tidy condition by removing all outdated notices as quickly as possible. Copies of postings shall be provided to the Administrator.

In view of this method for the notification of nurses by the Association, the Association agrees that there will be no distribution or postings of pamphlets or handbills on the premises of the Residence by the Association or its representatives or members.

**ARTICLE 22 - NEW CLASSIFICATIONS**

- 22.01 When a new classification, which is covered by the terms of this Collective Agreement, is established by the Employer, the Employer shall determine the rate of pay for the new classification and notify the Local Association of the new classification and its rate of pay. If the Association challenges the rate of pay, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) calendar days after receipt of such notice from the Employer, of the new occupational classification and rate. Any change mutually agreed

upon resulting from such meeting shall be retroactive to the date that the position was filled.

If the parties are unable to agree to the rate of pay, the matter may then be submitted to arbitration as provided for in this Agreement, provided application for arbitration is made within fifteen (15) calendar days of the said meeting. The decision of the Board of Arbitration (or Arbitrator, as the case may be) shall be based on the relationship established by comparison with other nursing classifications within the Home, having regard to the requirements of such classification.

### **ARTICLE 23 – GENERAL**

- 23.01 A copy of this Agreement will be provided to each nurse currently in the employ of the Employer and each Nurse that becomes employed in the future. The printing costs of copies of this Agreement will be shared equally by the Employer and the Association.
- 23.02 Whenever the feminine pronoun is used in this Agreement, it shall be read to include masculine pronoun where the content so requires. And whenever the singular pronoun is used, if it is necessary, the plural shall be deemed to apply.
- 23.03 It shall be the duty of each nurse to notify the Home promptly of any change in address or any change in temporary residency. If a nurse fails to do this, the Home will not be responsible for failure of a notice sent by Registered Mail to reach such a nurse.
- 23.04 With any changes in rules or policies which affect nurses covered by this agreement, the Home will discuss the changes with the Home-Association Committee.
- 23.05 Electronic Grievance and/or IWA Form
- (a) The parties agree to use the electronic version of the ONA Grievance Form at Appendix E of the Agreement or Professional Responsibility Workload Report form at Appendix F of the Agreement.
  - (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 8 and/or 9 of the Agreement.
  - (c) The Union undertakes to get a copy of the electronic version signed by the grievor and/or complainant.
  - (d) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration; and Professional Responsibility Workload proceed to mediation or Independent Assessment committee hearing.



## **ARTICLE 24 – COMPENSATION**

- 24.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix A - Full-time, and Appendix B - Part-time, attached to and forming part of this Agreement.
- 24.02 A Registered Nurse is required to present to the Director of Nursing or her/his designee before February 15th of each year her/his current Certificate of Registration. Such time shall be extended for reasons satisfactory to the Director of Nursing.
- 24.03 (a) Claims for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring. The nurse shall co-operate with the Employer for providing verification of previous experience. Credit for experience shall be one annual increment for every year or its equivalent experience up to a maximum of the salary scale.
- (b) Within two (2) weeks following a nurse's termination of employment, the Employer will provide her or him with a letter detailing her or his years of experience in the employment agency. In the case of part-time employees, such experience shall be expressed as hours worked.
- 24.04 (a) Each full-time nurse will be advanced from her/his present level to the next level set out in the Salary Schedule, twelve (12) months after she/he was last advanced on her/his service review date. If a nurse's absence without pay from the Home's exceeds thirty (30) continuous calendar days during each twelve (12) month period, her/his service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.
- (b) Part-time nurses shall advance to the next step of the salary grid upon completion of each 1500 paid hours.
- (c) A part-time nurse whose status is altered to full-time will assume her/his same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume her/his same level on the part-time grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of her/his last advancement.

## **ARTICLE 25 – RETROACTIVITY**

- 25.01 Increases to the Salary Schedule shall be retroactive and paid as and from April 1, 2018 and shall apply to all employees in the Bargaining Unit as and from that date.

Any employees as of that date who have since ceased to be employees, shall have a period of thirty days only from the execution of the Collective Agreement in which to claim from the Employer any adjustments to their remuneration from the date of their employment.

The Employer shall be responsible to contact in writing at the last known address of the employee who has left its employ since that time, to advise them

of their entitlement of any retroactive adjustment within fifteen days of the execution of this Collective Agreement.

#### **ARTICLE 26 - TERM OF AGREEMENT**

- 26.01 This agreement shall be effective from April 1, 2018, and shall remain in effect until March 31, 2020, unless either party gives to the other party a written notice of termination of a desire to amend this agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.
- 26.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given by written notice to the other party not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiration date of this agreement or to any anniversary of such expiration date.
- 26.03 If notice or amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within sixty (60) days after the giving of notice if requested to do so.

#### **ARTICLE 27 - EXTENDED TOURS**

- 27.01 No more than three (3) consecutive extended tours shall be scheduled.
- 27.02 At least eleven and a quarter (11.25) hours time off will be scheduled between shifts.
- 27.03 A weekend is defined as a minimum of seventy-two (72) hours off, which shall commence at the end of the Friday Day Tour.
- 27.04 The Home will not schedule split shifts.
- 27.05 A nurse may not be required to change tours of duty more than once during a week.
- 27.06 Such schedules will be posted at least two (2) weeks in advance and will cover a period of six (6) weeks. A nurse may be permitted to exchange her/his scheduled tours of duty with another nurse, who is scheduled to work in that unit, provided the arrangement is submitted in writing, is co-signed by the nurse willing to exchange tours, and is approved by the immediate supervisor concerned. Such approval shall not be unreasonably withheld. It is agreed that such a change will in no circumstances cause an additional compensation expense to the Employer.
- 27.07 Either party may terminate extended tours, on six (6) weeks notice to the other party, provided that the reasons for termination of extended tours are discussed with the other party prior to termination. Should one of the parties be opposed to the termination of extended tours, it may complain in writing to an independent Assessment Committee within fifteen (15) calendar days of the time that it becomes aware of the proposed termination of extended tours

and it is advised of the reasons for the proposed termination. The independent Assessment Committee shall be composed of three (3) persons, one chosen by the Association, one chosen by the Employer. The two (2) nominees shall select a third party who shall act as Chairperson.

The independent Assessment Committee shall set a date to conduct a hearing into the complaint within fifteen (15) calendar days of its appointment and shall be empowered to investigate and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings in writing to the parties within thirty (30) days following the completion of its hearing.

Each party shall bear the cost of its own nominee and will share equally in the fee of the chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibility as set out herein.

27.08 A tour that begins or ends during the twenty-four (24) hour period of a paid holiday, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

27.09 Vacation entitlement, as per the Collective Agreement, shall be reduced to hours:

3 weeks entitlement = 112.5 hours  
 4 weeks entitlement = 150.0 hours  
 5 weeks entitlement = 187.5 hours  
 6 weeks entitlement = 225 hours

27.10 Bereavement Leave shall be as covered in the Collective Agreement.

27.11 Where a nurse is entitled to a lieu day for a statutory holiday, such lieu day will be considered a 7.5 hour day.

27.12 Sick Leave shall be paid at 11.25 hours.

27.13 (a) The normal day extended tour shall be 11.25 consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

(b) The normal night extended tour will comprise of a twelve (12) consecutive hours paid, inclusive of a meal break. Premium pay will only apply if a nurse works beyond the hours of the tour.

## **ARTICLE 28 - MODIFIED WORK/INJURIES**

28.01 (a) The Home will notify the President of the Local Nurses Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.

(b) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Home will notify and meet with a representative of the Association, and/or their designate to discuss the circumstances surrounding the employee's return to suitable work.

- (c) The Home agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

### **ARTICLE 29 - PAY EQUITY SALARY RATES**

The pay equity adjusted salary rates in effect during the term of the Agreement shall be those set forth in Appendix "A" attached to and forming part of this Agreement. The pay equity adjusted monthly wage schedule for a full-time Registered Nurse and the pay equity adjusted regular straight time hourly rates for all regular and casual part-time Registered Nurses at Homes are covered by the Pay Equity Settlement, dated December 1, 1994.

**SIGNING PAGE**

DATED AT KIRKLAND LAKE, ONTARIO THIS “20” DAY OF “AUGUST”, 2019.

FOR THE EMPLOYER

FOR THE UNION

“N. Loach-Fougere”  
\_\_\_\_\_

“Angele S. Caporicci”  
\_\_\_\_\_  
Labour Relations Officer

\_\_\_\_\_

“T. Bates”  
\_\_\_\_\_  
Bargaining Unit President

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX A****FULL-TIME SALARY SCHEDULE**

<b>REGISTERED NURSE</b>		
	<b>Effective April 1, 2018</b>	<b>Effective April 1, 2019</b>
START	\$32.66	\$33.23
1 YEAR	\$32.81	\$33.38
2 YEARS	\$33.36	\$33.94
3 YEARS	\$35.00	\$35.61
4 YEARS	\$36.66	\$37.30
5 YEARS	\$38.72	\$39.40
6 YEARS	\$40.80	\$41.51
7 YEARS	\$42.89	\$43.64
8 YEARS	\$45.94	\$46.74
9 YEARS	\$46.17	\$46.98
25 YEARS	\$46.76	\$47.58

<b>ASSISTANT DIRECTOR OF CARE</b>		
	<b>Effective April 1, 2018</b>	<b>Effective April 1, 2019</b>
START	\$35.05	\$35.66
1 YEAR	\$35.25	\$35.87
2 YEARS	\$35.88	\$36.51
3 YEARS	\$37.59	\$38.25
4 YEARS	\$39.37	\$40.06
5 YEARS	\$41.57	\$42.30
6 YEARS	\$43.79	\$44.56
7 YEARS	\$46.08	\$46.89
8 YEARS	\$49.36	\$50.22
9 YEARS	\$49.60	\$50.47
25 YEARS	\$50.72	\$51.61

**Rate of Pay – Graduate Nurses**

The rate of pay for a graduate nurse shall be twenty-five (\$.25) per hour less than a registered nurse.

A graduate nurse holds a temporary Certificate of Registration with the College of Nurses of Ontario. When the nurse provides the Employer with a general Certificate of Registration, she/he will be placed at the equivalent year level on the Registered Nurse pay scale.

**APPENDIX B****PART-TIME SALARY SCHEDULE**

<b>REGISTERED NURSE – PART-TIME</b>		
	<b>Effective April 1, 2018</b>	<b>Effective April 1, 2019</b>
<b>START</b>	<b>\$36.54</b>	<b>\$37.18</b>
<b>1 YEAR</b>	<b>\$36.76</b>	<b>\$37.40</b>
<b>2 YEARS</b>	<b>\$37.37</b>	<b>\$38.02</b>
<b>3 YEARS</b>	<b>\$39.19</b>	<b>\$39.88</b>
<b>4 YEARS</b>	<b>\$41.07</b>	<b>\$41.79</b>
<b>5 YEARS</b>	<b>\$43.37</b>	<b>\$44.13</b>
<b>6 YEARS</b>	<b>\$45.69</b>	<b>\$46.49</b>
<b>7 YEARS</b>	<b>\$48.04</b>	<b>\$48.88</b>
<b>8 YEARS</b>	<b>\$51.44</b>	<b>\$52.34</b>
<b>9 YEARS</b>	<b>\$51.69</b>	<b>\$52.59</b>
<b>25 YEARS</b>	<b>\$52.88</b>	<b>\$53.81</b>

The part-time nurse's hourly rates shall be the hourly equivalent of the monthly salary rate for full-time nurses, plus a percentage in lieu of benefits as set out below.

The part-time daily tour rate effective on the date set out in the above schedule, shall be paid in accordance with the following formula:

$$\frac{\text{monthly rate of corresponding full-time increment levels}}{260 \text{ tours}} \times 12 + 12\%$$

A part-time nurse will be paid 12% in addition to her/his daily tour rate, in lieu of all fringe benefits (being those benefits to a nurse paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, holiday pay, tour differential, responsibility allowance, court attendance, bereavement pay, examination pay, and reporting pay).

## APPENDIX C

### WAGE REPLACEMENT - SICK LEAVE, ETC.

#### FULL-TIME NURSES

The following is the policy pertaining to the Salary Continuance Plan. For purposes of clarity, there are two distinct plans - Weekly Indemnity and Long Term Disability.

#### Weekly Indemnity Plan

##### Definition of Illness

Illness is simply described as the period a full-time nurse is prevented from performing her/his own occupation as a result of a non-occupational sickness or accident.

Cost of the plan will be totally funded by Teck Pioneer Residence.

##### Elimination Period:

- i) Sickness - Payments to commence on:
  - (a) First day for first occurrence (absence) in calendar year.
  - (b) Second day for second occurrence (absence) in calendar year.
  - (c) Third day for third occurrence (absence) in calendar year.
  - (d) Fourth day for fourth and subsequent occurrence (absence) in a calendar year.
- ii) Accident - Payments commence on first day.
- iii) Hospitalization - Payments commence on the earlier of the date of hospitalization or the end of the sickness elimination period as in (i) above.

**Eligibility:** Full-time nurse who have successfully completed three (3) months of continuous employment.

**Compensation:** is provided at a percentage of gross weekly salary depending upon length of service as indicated in the following schedule:



<u>Length of Service</u>	<u>Weeks Paid at 100% of Regular Rate</u>	<u>Weeks Paid at 66 2/3% of Regular Rate</u>
Less than one year at Dec.31	0	26
1 year at Jan. 1	1	25
2 years at Jan.1	2	24
3 years at Jan.1	4	22
4 years at Jan.1	6	20
5 years at Jan.1	8	18
6 years at Jan.1	10	16
7 years at Jan.1	12	14
8 years at Jan.1	14	12
9 years at Jan.1	16	10
10 years at Jan.1	18	8
11 years at Jan.1	20	6
12 years at Jan.1	22	4
17 years at Jan.1	24	2
20 years and more at January 1	26	0

NOTE: The 26 week benefits will be applicable to each occurrence.

#### Re-Occurring Illness:

Where an employee returns to work and is absent from work within two weeks of the return to work due to the same or related cause, that absence shall not be deemed to be a new occurrence, nor will there be an extension of the Weekly Indemnity Plan. However, should the medical doctor require the employee to return for periodic medical visits because of the initial illness, these days will not be deemed to be a new occurrence nor extend the Weekly Indemnity Plan.

#### Reporting Requirement:

- (a) Within three days of an occurrence or re-occurrence, the employee must submit an Application - Weekly Indemnity Plan, Form #173 to her/his immediate supervisor.
- (b) In the event the illness exceeds three (3) days, the employee must submit Great West Life's form - Claim for Group Weekly Indemnity Benefits which requires a doctor's statement on the reverse side of the form. This form must be presented to the Employer within five (5) calendar days of the commencement of the disability.

#### Limitations:

- (a) Benefits will not commence while an employee is on lay-off or unauthorized leave of absence.
- (b) Teck Pioneer Residence will reduce benefits payable the equivalent of any benefits received from other sources.

- (c) Payments of benefits will not be made for absences resulting from occupational related sickness or accident.

### Long Term Disability Plan

The Employee Benefits Plan currently in place constitutes part of this collective agreement.

### Administrative Considerations

1. Vacation: The following rules will be applied if an employee is disabled while on vacation:
  1. less than 4 days - classified as vacation
  2. more than 3 days - we will go to the salary continuance provisions including requirements for a medical certificate and the elimination period.
2. Statutory Holiday while on the salary continuance plan - employee will be paid through the TPR payroll at 100%.
3. Leave of absence
  - unauthorized - no benefits
  - authorized - if the disability extends beyond the leave of absence, the employee can go on the salary continuance plan at the end of the leave of absence.
4. Payments under the salary continuance plan - all payments under the salary continuance plan will be made through the TPR payroll. All pertinent payroll deductions and preparation of T4's will be done through the TPR payroll. In the event of a delay in the decision from the carrier, TPR will advance the approximate amount of the disability payment to the employee for two pay periods pending receipt of the cheque from the carrier.
5. OMERS Contributions - it will be TPR policy to make the appropriate deductions from OMERS from the employee for the first month of disability. If the disability extends beyond one month the employee must elect to contribute to OMERS during the elimination period as defined by OMERS.
6. W.S.I.B. - as defined in the plan, occupational related sickness or accident is not covered by the salary continuance plan or the long-term disability plan. TPR will not top-up the W.S.I.B. payment to the employee. TPR will advance the estimated amount of compensation to the employee for the first two pay periods pending receipt of the W.S.I.B. cheque. Requests for such advances must be submitted within the first week of the first pay period of the occurrence. Prior to the release of any advance from TPR, the employee will be required to sign:
  1. an assignment of W.S.I.B. cheques for two pay periods
  2. an assignment to TPR in case the W.S.I.B. claim is disallowed

the employee must elect to contribute to OMERS during the elimination period. If the employee does not notify TPR regarding this election, it will be assumed that the employee does not wish to contribute to OMERS.

7. Recurrence Clause:

If the employee has been disabled and returns to work and the Medical Doctor has advised the employee to return for periodic medical visits because of the initial disability, these days will not be deemed to be a new occurrence nor extend the 26 week benefit period.

8. Regular Rate of Pay:

Defined as basic salary as set out in the Registered Nurses pay grid. The regular rate of pay used for the salary continuance and long-term disability plans is that one in effect at the date of disability. An employee is not entitled to any pay increases or retroactive pay increases unless the effective date is prior to the date of disability.

9. The guidelines of the plan will coincide with the start and end of a calendar year.

**APPENDIX D****NURSING ASSESSMENT COMMITTEE CHAIRPERSONS**

- (1) Ms. Carol Lynn Anderson  
16151 Old Simcoe Rd.,  
Port Perry, ON L9L 1P2  
Telephone: (905) 982-1366  
E-mail: [carola@bell.net](mailto:carola@bell.net)
  
- (2) Ms. Judith A. Peterson  
5 Pod's Lane  
Oro-Medonte, ON L0L 1L0  
Telephone : (705) 835-6569

## APPENDIX E



**ONTARIO NURSES' ASSOCIATION  
ASSOCIATION DES INFIRMIERES ET INFIRMIERS DU L'ONTARIO  
GRIEVANCE REPORT/RAPPORT DE GRIEF**



ONA LOCAL SECTION LOCALE DE L'AIO	EMPLOYER EMPLOYEUR	STEP ETAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION A L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. NO DU GRIEF	2.	
		3.	
<b>NATURE OF GRIEVANCE AND DATE OF OCCURENCE/NATURE DU GRIEF ET DATE DE L'EVENEMENT</b>			
<b>SETTLEMENT REQUESTED/REGLEMENT DEMANDE</b>			
SIGNATURE OF GRIEVOR: SIGNATURE DU LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIO	
STEP ONE  PREMIERE ETAPE  ▶	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION:  DATE DE SOUMISSION AU SYNDICAT: SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	ffff	▶
STEP TWO  DEUX- IEME ETAPE  ▶	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	fff	▶
STEP THREE  TROIS- IEME ETAPE  ▶	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	ffff	▶

**APPENDIX F**

**ONA/LONG-TERM CARE PROFESSIONAL RESPONSIBILITY  
WORKLOAD (PRW) REPORT FORM**

The Professional Responsibility Clause in the Collective Agreement is a problem-solving process for nurses to address nursing practice and workload concerns relative to resident care/outcomes and safety. The PRW report form is a documentation tool that can facilitate and promote a problem-solving approach.

**SECTION 1: GENERAL INFORMATION**

Name(s) of Employee(s) Reporting (Please Print)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employer: \_\_\_\_\_ Unit//Floor/Pod: \_\_\_\_\_

# of Beds in Unit/Home: \_\_\_\_\_ Unit//Home Census this Shift: \_\_\_\_\_

Date of Occurrence: 

Day	Month	Year
-----	-------	------

 Time : \_\_\_\_\_ 7.5 hr. shift  11.25 hr. shift  Other: \_\_\_\_\_

Is this a Specialty Unit? Yes  No

Name of Supervisor/Charge Nurse: \_\_\_\_\_ Date/ 

Day	Month	Year
-----	-------	------

 Time notified: \_\_\_\_\_

**SECTION 2: DETAILS OF OCCURRENCE**

Provide details of how the residents well being was potentially or actually compromised. Please identify the Nursing Standard(s)/Practice Guidelines/Best Practices or employer policy that are believed to be at risk:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is this an: Isolated incident?  Ongoing problem?  (when in outbreak)  (Check one)

### SECTION 3: WORKING CONDITIONS

In order to effectively resolve workload issues, please provide details about the working conditions **at the time of occurrence** by providing the following information:

Regular Staffing #:	RN	_____	RPN	_____	PSW	_____	Clerks & Other	_____
Actual Staffing #:	RN	_____	RPN	_____	PSW	_____	Clerks & Other	_____
Agency/Registry RN:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	And how many?	_____		
Junior Staff*:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	And how many?	RN _____	RPN _____	
						PSW _____	Temp RNs _____	
						_____	_____	
RN Staff Overtime:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	If yes, how many staff?	_____	Total Hours:	_____
						_____	_____	

*\*as defined by your unit/floor/pod*

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:

Absence/Emergency Leave	<input type="checkbox"/>	Sick Call(s)	<input type="checkbox"/>	Vacancies	<input type="checkbox"/>
Management Support available on site?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>		
On Standby?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>	On Call?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Did they respond?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>	Did they resolve the issue?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Charge nurses (CN) are not held accountable for the actions of others, they are accountable for their actions in relation to others ("Nurse in Charge", *CNO Communique*, Sept. 2002).

Were you working in a Charge Nurse Leadership Role? Yes  No

i) Assigning:

Could you assign staff according to their abilities?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>
Did you have time to determine what staff was most likely to need your help?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>
Did you have time to provide necessary support and supervision?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>

ii) Communication:

Could you regularly check in with staff during the shift to identify the need for support?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>
Are there clear roles and responsibilities?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>
Are there decision trees, current care plans etc. to assist the CN to quickly identify problems, decide on follow-up action, and who will take that action based on the roles and responsibilities?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>
Have you notified compliance?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>

iii) Leadership/Supervision:

Were you given enough time, opportunity, tools and resources to properly supervise?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>
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Did you need to stop an unsafe situation? Yes  No   
 If yes, did this include intervening or taking over the care of a resident? Yes  No

On this shift, leadership was demonstrated in the following ways: (Check all that apply)

- Facilitating                                       Role model/mentor                                       Advocating/promoting quality care
- Resource person                                       Problem solver                                       Team collaborator

**SECTION 4: NURSE/RESIDENT/ENVIRONMENT CARE FACTORS CONTRIBUTING TO THE CONCERN/ISSUE**

Please check off the factor(s) you believe contributed to the workload issue and provide details:

- Change in resident acuity/incidents e.g. falls. Provide details:  
 \_\_\_\_\_  
 \_\_\_\_\_
- Number of residents on infectious precautions \_\_\_\_\_ Type of Precautions: \_\_\_\_\_
- # of Admissions \_\_\_\_\_ # of Deaths \_\_\_\_\_ # of Transfers to Hospital \_\_\_\_\_
- Lack of/or equipment/malfunctioning equipment. Please specify:  
 \_\_\_\_\_  
 \_\_\_\_\_
- Visitors/Family Members                       Lack of resources/supplies                       Home in outbreak
- Communication/Process Issues               Home in enhanced compliance monitoring
- Drs. Days Non-Nursing Duties. Please specify:  
 \_\_\_\_\_  
 \_\_\_\_\_
- Other (i.e. Physician/Nurse Practitioner unavailable, # of RAIs & RAPs, # of palliative residents). Please specify:  
 \_\_\_\_\_  
 \_\_\_\_\_
- Exceptional Resident Factors (i.e. significant amount of time required to meet residents' needs/expectations). Please specify:  
 \_\_\_\_\_  
 \_\_\_\_\_

**SECTION 5: REMEDY**

(A) Discuss the concern/issue within the unit/area/home at the time the concern/issue occurs. Provide details of how it was or was not resolved.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



(B) Failing resolution at the time of the concern/issue, seek assistance from the person designated by the employer as having responsibility for a timely resolution. **Continue to move up the management ladder for a timely resolution. Provide details including name(s) of individual(s):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 6: RECOMMENDATIONS**

Please check off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

- Inservice
- Orientation
- Review nurse/resident ratio
- Change unit layout
- Float/casual pool
- Review policies & procedures
- Adjust RN staffing
- Adjust support staffing
- Replace sick calls/LOAs, etc.
- Input into how compliance recommendations are implemented
- Change Start/Stop times of shift(s). Please specify:

\_\_\_\_\_

Equipment/Supplies. Please specify:

\_\_\_\_\_

Other. Please specify:

\_\_\_\_\_

**SECTION 7: EMPLOYEE SIGNATURES**

Signature: \_\_\_\_\_ Phone # / Personal E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone # / Personal E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone # / Personal E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone # / Personal E-mail: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

**SECTION 8: MANAGEMENT COMMENTS**

Did you discuss the issues with your employee/nurse on his/her next working day?

Yes  No  If yes, date: \_\_\_\_\_

Provide details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide a written response with information/comments in response to this report, including any actions taken to remedy the situations, where applicable and provide a copy to the nurse(s), Bargaining Unit President and Labour Relations Officer (LRO).

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**SECTION 9: RESOLUTION**

Is the issue resolved? Yes  No

If yes, how is it resolved?

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If no, please provide the date in which you forwarded this to Labour-Management. \_\_\_\_\_

**SECTION 10: RECOMMENDATIONS OF UNION-MANAGEMENT COMMITTEE (LABOUR-MANAGEMENT)**

The Union-Management Committee recommends the following in order to prevent similar occurrences:

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Dated: \_\_\_\_\_

- Copies: (1) Manager  
(2) ONA Rep  
(3) Director of Care (or designate)  
(4) ONA Member  
(5) LRO

## ONA/LONG-TERM CARE PROFESSIONAL RESPONSIBILITY – WORKLOAD REPORT FORM - GUIDELINES AND TIPS ON ITS USE

The parties have agreed that resident care is enhanced if concerns relating to professional practice, resident acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. The collective agreement provides a problem solving process for nurses to address concerns relative to resident care. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach.

**PRIOR TO SUBMITTING THE WORKLOAD REPORT FORM PLEASE FOLLOW THE PROBLEM SOLVING PROCESS BELOW AND AS OUTLINED IN THE COLLECTIVE AGREEMENT ARTICLE 19 FOR NURSING HOMES OR AS IDENTIFIED IN YOUR COLLECTIVE AGREEMENT.**

### **PROBLEM SOLVING PROCESS**

- 1) At the time the workload issue occurs, discuss the matter within the Unit/Floor to develop strategies to meet resident care needs using current resources. Using established lines of communication, seek immediate assistance from an individual identified by the Employer (e.g. Charge Nurse/Assistant Director of Care/Director of Care/Administrator) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload at the time of the occurrence, **complete** the form. **Some** Collective Agreements require the nurse to discuss the issue with the Manager (or designate) on the next day that both the Employee and Manager (or designate) are working or within the time frame stated in the Collective Agreement, **however** in the absence of this language, it is recommended and a good practice to discuss the concern with your Manager.
- 3) When meeting with the manager, you may request the assistance of a Union representative to support/assist you in the meeting. Every effort will be made to resolve the workload issues at the unit level. The Bargaining Unit Representative shall be involved in any resolution discussions at the unit level. All discussions and action will be documented.
- 4) The Nursing Home Professional Responsibility Clause assumes the Nursing Leader consulted in Steps 1 & 2 would be the same person consulted in the above Step 3 and therefore the Nursing Home Step 2 is: Failing resolution, **submit** the Professional Responsibility Workload Report Form to the Union-Management Committee within 20 calendar days from the alleged improper assignment. The Union-Management Committee will meet within 20 days of the filing of the complaint to attempt to resolve the complaint to the satisfaction of both parties. This is Step 3 in most of the other Collective Agreements. Please check your own Collective Agreement for accurate timelines. (SEE BLANK REPORT FORM ATTACHED TO THESE GUIDELINES.)
- 5) Prior to the complaint being forwarded to the Independent Assessment Committee (IAC), the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.
- 6) If the issue remains unresolved it shall be forwarded to an IAC as outlined in the Collective Agreement within the requisite number of days of the meeting in 3) above.
- 7) The Union and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.
- 8) Any settlement arrived at under the Professional Responsibility Clause of the Collective Agreement shall be signed by the parties.

**TIPS FOR COMPLETING THE FORM**

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) As much as possible, you should report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5) Identify the College of Nurses of Ontario (CNO) Standards/Practice Guidelines/Long-Term Care policies and procedures you believe to be at risk. The CNO Standards can be found at [www.cno.org](http://www.cno.org).
- 6) Do not, under any circumstances, identify residents.