

COLLECTIVE AGREEMENT

between

THE BOARD OF MANAGEMENT OF  
THE DISTRICT OF KENORA HOME FOR THE AGED  
(hereinafter referred to as the "Employer")

and

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

EXPIRY: MARCH 31, 2020



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**ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the registered and graduate nurses covered by this Agreement. It provides for an ongoing means of communication between Nurse Representatives and the Employer for the purpose of discussing matters of mutual interest. It also provides means for the prompt settlement of disputes. Salaries, hours of work and other conditions of employment will be established by mutual 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 the residents.

**ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all registered and graduate nurses employed by The Board of Management of the District of Kenora Home for the Aged in the Town of Kenora engaged in a nursing capacity, save and except the Assistant Director of Care and Director of In-service Training and persons above that rank.
- 2.02 All nurses shall be free to either join or refrain from joining the Union.
- 2.03 All references to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the duly chartered Local.
- 2.04 The Employer agrees that no part-time nurse now employed will be discharged or laid off to allow for the hiring of a full-time nurse. This clause shall not be construed as a guarantee of the number of hours of work.
- 2.05 The Employer recognizes that all registered nurses are regulated by the College of Nurses of Ontario and have an obligation under the Regulated Health Professions Act (R.H.P.A.) to exercise their professional judgment in all matters concerning patient care.
- Such concerns, as they arise, will be made the subject of Nursing Committee Meetings.

**ARTICLE 3 – DEFINITIONS**

- 3.01 A “Registered Nurse” is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act. A registered nurse is required to present to the Director of Care by February 15<sup>th</sup> of each year, her Certificate of Registration or acceptable proof of payment for the year.
- 3.02 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article B.01 (a).

- 3.03 A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article B.01 (a) and who offers to make a commitment to be available for work on a regular predetermined basis.
- 3.04 A casual part-time nurse is a nurse who is called in to work on an interim or occasional basis but does not work a regular schedule or does so only for a specified period. Such nurse makes no commitment to the Employer to be available on a regular basis.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 Except as specifically abridged or modified by this Agreement, all the rights, powers and authority of management are retained by the Board and remain exclusively and without limitation within the rights of management.
- 4.02 Without limiting the generality of the foregoing, the Board's rights include:
- (a) the rights 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 nurses and the right to discipline or dismiss nurses for just cause;
  - (b) the direction of the working forces; the right to plan, direct and control the operation of the Home; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards and quality of care; the determination of the extent to which the Employer will be operated and the increase or decrease of employment;
  - (c) the right to select, hire, discipline, dismiss, transfer, assign to shift, promote, demote, classify, lay-off, recall, suspend nurses and also to select nurses for positions not covered by this Agreement;
  - (d) the right to generally operate the Home in a manner consistent with the obligations of the Board to the general public in the community served.
- 4.03 The Board agrees that in exercising its rights, as enumerated above, it will not be in a manner inconsistent with the provisions of this Agreement.

#### **ARTICLE 5 – RELATIONSHIP**

- 5.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse because of the nurse's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.
- 5.02 The Union agrees there will be no Union activity, solicitation for membership or collection of Union dues on Employer premises or during working hours except with

the written permission of the Employer or as specifically provided for in this Agreement.

5.03 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, national origin, place of residence, sex, sexual orientation, marital or parental status, age, disability, religious affiliation, citizenship, gender identity, gender expression, political affiliation or any other factor which is not pertinent to the employment relationship.

5.04 Harassment

(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, ancestry, place of origin, colour, ethnic origin, gender identity, gender expression, citizenship, creed, age, record of offences, marital status, family status or handicap". ref: **Ontario Human Rights Code**, Sec. 5 (2).

(b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee". ref: **Ontario Human Rights Code**, Sec. 7 (2).

(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". ref: **Ontario Human Rights Code**, Sec. 7 (3).

(d) A nurse who believes that she has been harassed contrary to this provision may file a grievance under Article 7 of this Agreement.

NOTE: "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". ref: **Ontario Human Rights Code**, Sec. 10 (1).

5.05 The Employer and the Union recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the **Ontario Human Rights Code**.

**ARTICLE 6 – VIOLENCE IN THE WORKPLACE**

6.01 The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. Any nurse who believes the situation to be abusive shall report this to her Supervisor who will make every reasonable effort to rectify the abusive situation.

6.02 Violence Policies and Procedures

The Employer agrees to develop formalized explicit policies and procedures to deal with violence. The policy will address the prevention of workplace violence, the management of violent situations and support to employees who have faced violence. The policy and procedures shall be part of the employee's health and safety policy and written copies shall be provided to each employee at time of hire.

Prior to implementing any changes to these policies, the Employer agrees to consult with the Union.

6.03 Training

The Employer agrees to provide training and information on the prevention of violence to all employees on potentially aggressive persons. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

6.04 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 the employees presented in that forum. The parties further agree that suitable subjects for discussion at the Nurse-Management Committee will include aggressive clients.

6.05 Personal Property

Where the incident form indicates that an employee has suffered personal damage caused by a resident, the Employer shall replace or repair any damaged items.

**ARTICLE 7 – STRIKES AND LOCKOUTS**

7.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the Labour Relations Act, R.S.O. 1980, Chapter 232 as amended.

**ARTICLE 8 – UNION RESPONSIBILITY**

- 8.01 (a) The Union agrees that there will be no Union activity or solicitation of dues during working hours without the consent of the Administrator unless otherwise provided in this Agreement.
- (b) Non-employee Union officials when entering the Home for reasons of business, other than those provided for by this Collective Agreement, shall make their presence known to the Administrator or his designate.



## **ARTICLE 9 – UNION SECURITY**

- 9.01 The Employer shall deduct monthly from the pay due to each nurse who is covered by this Agreement a sum equal to the monthly Union dues of each such nurse. Where a nurse has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the nurse has earnings, within that month. The amount of the regular monthly dues shall be those authorized by the Union and the Provincial Secretary-Treasurer of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified. The Employer will send to the Union monthly, by the fifteenth of the following month, its cheque for the dues so deducted along with a list of the names, addresses and social insurance numbers of the nurses from whose pay deductions have been made, including deletions (including terminations) and additions from the preceding month. A copy of this list will be sent to the Local Union. The deduction period for a part-time nurse may be extended where she does not receive any pay in a particular month.
- 9.02 The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 9.03 The Employer will indicate on the T-4 Slips issued to the nurses the total amount of union dues deducted during the previous year.
- 9.04 During the orientation period an officer of the Local Union or Nurse Representative shall be allowed a reasonable period of time, not to exceed ½ hour, within regular working hours to interview newly employed nurses and to discuss the benefits and duties of Union membership and responsibilities to the Union and the Employer.

## **ARTICLE 10 – UNION COMMITTEES AND REPRESENTATIVES**

- 10.01 The Employer agrees to recognize the following representatives of the Union:
- (a) a Negotiating Committee of not more than three (3) nurses, in addition to an Employment Relations Officer of the Ontario Nurses' Association;
  - (b) a Grievance Committee of not more than three (3) nurses;
  - (c) two (2) Nurse Representatives to assist nurses in the presentation of any complaints or grievances that may arise;
  - (d) a Union-Management Committee composed of three (3) members of the Union to meet with no more than three (3) representatives of the Employer.

Meetings of this Committee will be held at the request of either party and at least once every four (4) months. The purpose of this Committee is to discuss matters relating to nursing and the provision of the best possible nursing care, including workload and scheduling and the examination of any matters of concern to either party. A written agenda is to be provided by both parties with at least forty-eight (48) hours' notice, excluding Saturdays, Sundays and holidays.

The Chair of the Committee will rotate between the Union and

representatives of the Employer. Minutes will be approved and signed by both parties prior to posting.

- 10.02 The Union will provide the Employer in writing within two (2) weeks after election, with the names of its officers, committee members and Nurse Representatives. This list will be revised when changes occur.
- 10.03 The Employer shall pay officers, representatives and committee members their respective salaries for all regularly scheduled time spent investigating and for processing grievances, negotiating renewal of this Agreement up to and not including conciliation, and while attending meetings with the Employer.
- 10.04 The Employer agrees to give representatives of the Ontario Nurses' Association or consultants for the Union reasonable access to the premises of the Employer for the purpose of investigating grievances, attending meetings, or otherwise assisting in the administration of this Agreement. Such representatives or consultants shall first make their presence known to the Administrator or his designate.

10.05 Joint Occupational Health & Safety

- (a) The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement or the employee/Employer Health and Safety Committee or negotiations with the Union. The Employer shall take every precaution reasonable in the circumstances for the protection of a worker and when faced with occupational health & safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects nurses.
- (b) The Union and the Employer shall co-operate in establishing rules and practices which promote a safe and healthy occupational environment and which provide protection from factors adverse to employee health and safety. The Employer shall co-operate in providing necessary information to enable the Joint Health and Safety Committee to fulfill its function.
- (c) A Joint Health and Safety Committee shall be established which is composed of employee and Employer Representatives, but with a minimum of one (1) representative selected or appointed by the Union; at least fifty percent (50%) shall be employees. When a regular member of the Committee is not available, she may be replaced by an alternate, appointed by the Union.

The Joint Health and Safety Committee shall hold meetings regularly as requested by any Committee member for jointly monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

- (d) All time spent by a member of the Joint Health and Safety Committee attending meetings of the Committee and carrying out her duties shall be deemed to be work time for which she shall be paid by the Employer at her

regular or premium rate as may be proper and she shall be entitled to such time from her work as is necessary.

#### 10.06 Personal Protective Equipment

- (a) An employee who is or may be required by her or his Employer or by law to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- (b) Personal protective equipment that is to be provided, worn or used shall:
  - (i) be properly used and maintained;
  - (ii) be a proper fit;
    - (1) be inspected for damage or deterioration;
    - (2) be available for use when needed; and
    - (3) be stored in a convenient, clean and sanitary location when not in use.
- (c) When there is doubt about appropriate personal protective equipment to be used, the higher level of precautions should be used until there is a written directive as advised by the Medical Officer of Health.

#### 10.07 Return to Work

The Employer and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful and physically and psychologically safe for them and valuable to the Employer and to meeting the parties' responsibilities under the law.

When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Employer will meet with the affected employee and their Union Representative to discuss the circumstances surrounding the employee's return to suitable modified and/or accommodated work and to create a return to work plan unless such plan results in "undue hardship" to the Employer.

### **ARTICLE 11 – GRIEVANCE PROCEDURE AND ARBITRATION**

- 11.01 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.
- 11.02 A nurse shall have the right to be represented by a representative of the Union at any meeting with the Employer at which discipline or termination (including resignations) may be discussed, or any time formal discipline or termination is imposed or at any stage of the Grievance Procedure, including the complaint stage.

Reasonable notice of the meeting, the subject matter of the meeting and the right to be represented by a representative of the Union must be provided to the nurse by the Employer.

11.03 Complaint Stage

A grievance of a nurse shall not be considered unless the aggrieved nurse has first given an opportunity to her immediate supervisor to adjust the problem. Failing satisfactory resolve, the matter may then be processed as a grievance in the following manner:

Step No. 1

A nurse(s) or the Union on her/their behalf or in its own stead may present a grievance in writing to the Director of Care. Such grievance must be presented within ten (10) days of the date of its occurrence or when it should have come to the attention of the aggrieved nurse or the Union.

The Director of Care shall render a decision in writing within ten (10) days following the day on which the grievance was submitted. If this decision is unsatisfactory to the nurse(s) or the Union, Step No. 2 may be followed within five (5) days.

Step No. 2

The grievance in writing shall be referred to the Administrator or his designate who shall call a meeting of the Grievance Committee at the request of either party within seven (7) days of the filing of the grievance. Within three (3) days following the meeting or within five (5) days following submission to the Administrator if no such meeting is held, the Administrator shall reply in writing to the nurse(s) and the Chairman of the Grievance Committee. If the decision is unsatisfactory to the nurse(s) or the Union, it may be referred to arbitration within fifteen (15) calendar days.

11.04 If the Union or the Employer so wishes, they may present any grievance in writing in the form of a policy grievance at Step No. 2 of the Grievance Procedure.

11.05 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 Employer 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 or 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 Employer at Step No. 2 within seven (7) days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below.

- 11.06 Notwithstanding any other provision in this Article, should the Employer discharge or suspend a nurse(s), notification by the Employer to such nurse shall be made in writing and will provide written reasons for such action. Should the nurse(s) or the Union wish to file a grievance against the discharge or suspension, it shall be reduced to writing and filed within seven (7) days of delivery of the notice under Step No. 2 of the Grievance Procedure.
- 11.07 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) calendar days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within ten (10) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern.
- 11.08 Each party shall pay the costs and expenses of its appointee and the costs and expenses of the Chairman shall be borne equally by the parties. Arbitration hearings shall be held in Kenora or at such other place as may be agreed upon by the Union and the Employer.
- 11.09 The Arbitration Board may make such decision as in the circumstances it deems just and equitable and may vary or set aside any penalty or discipline imposed and shall have full jurisdiction to settle all matters relating to or arising out of the Collective Agreement.
- 11.10 Any time limit referred to in the Grievance Procedure shall be exclusive of Saturdays, Sundays and holidays observed by the Employer.
- 11.11 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by the consent in writing by the Administrator or his designate and the representative of the Ontario Nurses' Association.
- 11.12 All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the nurses.
- 11.13 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.14 Wherever the Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at

the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

## **ARTICLE 12 – PROBATION AND SENIORITY**

12.01 The probationary period for nurses shall be four hundred and fifty (450) paid hours. Seniority shall then be credited as of the date of employment and shall be cumulative.

12.02 Effective March 7, 1996, all newly hired casual nurses shall accumulate seniority on the basis of hours worked. Should such a casual nurse become full-time or part-time, seniority will be calculated from date of last employment.

12.03 Seniority lists of nurses covered by this Agreement showing institutional seniority shall be posted by the Employer by January 31<sup>st</sup> of each year.

Institutional Seniority shall be calculated from date of last employment.

12.04 All seniority, illness allowance, vacation and other credits obtained under this Collective Agreement shall be retained and transferred with the nurse if she is reclassified from full-time employment to part-time employment and vice-versa.

12.05 (a) (i) Prior to the appointment to a vacant, temporary vacancy of thirty (30) days or new position, the Employer shall post notice of the vacancy, temporary or new position, on bulletin boards for a minimum of ten (10) consecutive calendar days in order that all staff will know that the position is open and be able to make written application to the Director of Care or her designate, within the period referred to herein. Applicants will be considered in accordance with Article 12.05 (c). The name of the successful applicant shall be posted by the Employer.

(ii) Subsequent vacancies caused by the filling of an earlier vacancy need only be posted for five (5) consecutive calendar days.

(iii) Where a nurse will be absent on vacation, she may indicate in writing, to the Director of Care, her interest in any posting that may occur during her absence. This written indication will be treated as an application for the posting.

(iv) The Employer may temporarily fill any vacancy or position while observing the procedure herein set forth until such time as a successful candidate has been chosen.

(v) The job posting requirements apply, prior to the exercise of recall rights by laid off nurses and notwithstanding the existence of lay-off notices.

(b) (i) Vacancies which are not expected to exceed thirty (30) days may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in the bargaining

unit on the basis of seniority who are qualified to perform the work in question prior to hiring new nurses from outside the Home.

- (ii) A part-time nurse who is awarded a temporary full-time position shall be deemed to retain her part-time status.
  - (iii) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit.
  - (iv) The nurse shall have the right to return to her former position upon return of the nurse whose position she is filling. The nurse whose position she is filling, shall provide at least forty-eight (48) hours' notice of her return. This will not result in premium pay as per Article B.02 (b).
- (c) In cases of job positions under Article 12.05 (a) (i) above, the following factors shall be considered:
- (i) skill, ability, experience and qualifications.
  - (ii) seniority.

Where the factors in (i) are relatively equal, seniority shall govern.

Where a B.Sc.N. is included as a desirable qualification, the initial competition in clause (i) shall also include seniority. The Employer may not set B.Sc.N. as a mandatory qualification, unless it is so requested by legislation.

- 12.06 (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- (i) when on approved leave of absence with pay;
  - (ii) when in receipt of illness allowance under Short-Term Disability, Employment Insurance Sick Benefits or Long-Term Disability;
  - (iii) for the first twenty-four (24) months when in receipt of W.S.I.B. benefits as the result of injury or illness incurred while in the employment of the Employer;
  - (iv) up to thirty (30) consecutive calendar days when on an approved leave of absence without pay;
  - (v) when on pregnancy or parenting leave.

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

- (b) Seniority shall be retained but not accumulated when a nurse is absent from work:
- (i) when absent due to lay-off for a period of thirty (30) calendar months;

- (ii) when in receipt of W.S.I.B. benefits as the result of injury or illness incurred while in the employment of the Employer for the period beyond twenty-four (24) months and up to thirty (30) months;
- (iii) when on illness absence not paid by the Employer for a period of up to thirty (30) months.

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

(c) A nurse shall lose seniority under the following conditions:

- (i) when she resigns;
- (ii) when she overstays a leave of absence or annual vacation period without providing a satisfactory reason;
- (iii) when she is absent from work for a period of more than three (3) days without notifying the Employer unless she provides a satisfactory reason;
- (iv) when she is discharged for just cause and such discharge is not reversed through the Grievance and/or Arbitration Procedure. These provisions shall not be deemed to limit the powers of a Board of Arbitration in disposing of such matters in any way which may be just and equitable in the opinion of such a Board;
- (v) when she is on unpaid Employer sick leave which exceeds thirty (30) calendar months;
- (vi) fails, upon being notified of a recall, to signify her intention to return within seven (7) calendar days after she has received the notice of recall delivered personally or mailed by registered mail to her last address on record with the Employer and fails to report within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties.

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

12.07 A nurse will retain but not accumulate seniority for up to three (3) months, if she takes a temporary position outside the bargaining unit but within the Home. The nurse may return to her former position if the position outside the bargaining unit does not exceed three (3) months. In the event the nurse is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

12.08 In order to protect the standard of nursing care, the Employer agrees that no one outside of the bargaining unit shall perform the work normally performed by the members of the bargaining unit, except for the purpose of instruction, experimentation or in the event of an emergency situation.



- 12.09 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 the guidelines established by the College of Nurses of Ontario from time to time and any Employer policy related thereto shall meet those requirements.

### **ARTICLE 13 – LAY-OFF AND RECALL**

- 13.01 In the event of a proposed lay-off of a permanent or long-term nature, the Employer will:
- (a) Provide the Union with at least ninety (90) days' notice.
  - (b) Meet with the Union to review the following:
    - (i) the reasons causing the lay-off;
    - (ii) the service which the Employer will undertake after the lay-off;
    - (iii) the method of implementation, including areas of cutback and the nurses to be laid off.
- 13.02 In the event of a proposed temporary lay-off, a bed cutback or a cutback in service, the Employer shall provide the Union with reasonable notice. If requested, the Employer shall meet with the Union to review the effect on nurses in the bargaining unit.
- 13.03 Any agreement between the Employer and the Union resulting from the review above concerning the method of implementation will take precedence over the terms of this Article.
- 13.04 (a) A lay-off shall be defined as any reduction of a nurse's hours of work and/or a permanent discontinuation of a position.
- (b) In the event of a lay-off, nurses shall be laid off in the reverse order of seniority.

Subject to the foregoing, probationary nurses shall be first laid off. Casual part-time nurses shall not be utilized while full-time or regular part-time nurses remain on lay-off, unless all laid off nurses have been offered and declined any available work. An offer will have been deemed to have been made and declined when the Employer has attempted to contact the nurse by telephone and there is no answer or a message is left with a person or on an answering machine for the nurse to contact the Employer within a specified period of time and this contact is not made by the nurse.

For an offer of a permanent or temporary rotation, in excess of thirty (30) days, if the telephone contact was unsuccessful, the Employer will notify the nurse by registered letter. The offer will be deemed to have been made and declined if the Employer does not receive a written response from the nurse within ten (10) calendar days.

- (c) 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 who has lesser bargaining unit seniority.
- (d) Nurses shall be recalled in the order of seniority, unless otherwise agreed between the Employer and the Union.
- (e) Where a vacancy occurs in a position following a lay-off hereunder as a result of which a full-time or part-time nurse has been transferred to another position, the affected nurse will be offered the opportunity to return to her/his former position providing such vacancy occurs within six (6) months of the date of lay-off. Where the nurse returns to her/his former position, there shall be no obligation to consider the vacancy under Article 12.05 (a) (i). Where the nurse refuses the opportunity to return to her/his former position, she/he shall advise the Employer in writing.
- (f) No reduction in the hours of work shall take place to prevent or reduce the impact of a lay-off without the consent of the Union.
- (g) All full-time and part-time nurses represented by the Union 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.
- (h) A full-time nurse shall maintain her full-time status and recall rights when accepting temporary or part-time recalls. It is understood that a nurse doing such a temporary vacancy will receive the percentage in lieu of benefits as per Article A.02 (e).
- (i) Full-time and part-time lay-off and recall rights shall be separate.

## **ARTICLE 14 – ORIENTATION AND IN-SERVICE**

### 14.01 Orientation Program

- (a) Newly employed nurses shall have a one (1) week planned orientation period which shall include a system of classroom and on-the-job orientation.
- (b) Planned orientation shall be provided for all three (3) tours of duty, and shall include adequate preparation to assume the role of Nurse-in-Charge on all three (3) tours of duty. "Adequate preparation" shall be defined as on-the-job experience under the direct supervision of the Director of In-service Training or an experienced Nurse-in-Charge, and shall not alter the current staffing pattern of the unit. This shall apply to both full-time and part-time employees.

### 14.02 (a) In-service Program

Both the Employer and the Union recognize their joint responsibility and commitment to provide and to participate in, in-service education. The Union

supports the principle of its members responsibility for their own professional development and the Employer will endeavour to provide programs related to the requirements of the Employer.

There shall be an ongoing in-service educational program which shall include conferences and workshops designed to promote the nurses' professional development. When a nurse is on duty and authorized to attend any in-service program during her regularly scheduled working hours, she shall suffer no loss in regular pay. When a nurse is required by the Employer to attend courses outside of her regularly scheduled working hours, she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.

- (b) The delegation of Added Nursing Skills and Sanctioned Medical Acts (Special Procedures) to nurses shall be in accordance with guidelines established by the College of Nurses from time to time and any approved Employer policy related thereto.
- (c) The Employer agrees that where changes in the operating and technical methods and practices of providing resident care require additional knowledge or skill on the part of the nurses, such nurses, where possible, will be given the opportunity to study and practice to acquire any knowledge or skill necessary to carry out these responsibilities.
- (d) If previously acquired skills have not been maintained over a period of time due to lack of opportunity at the Home, then the nurse may request and the Employer will agree that the above Article 14.02 (c) also applies.

#### **ARTICLE 15 – ACCESS TO FILES**

- 15.01 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 views to such evaluation prior to it being placed in her file. Each nurse shall have reasonable access to her file by appointment at a mutually agreeable time. A copy of the evaluation will be provided to the nurse at her request.
- 15.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the nurse's record has been discipline free for such eighteen (18) month period.

#### **ARTICLE 16 – LEAVE OF ABSENCE**

- 16.01 Written requests for leave of absence without pay will be considered on an individual basis by the Director of Care. Such requests are to be made as far in advance as possible and a written reply will be given within fourteen (14) days unless circumstances require a shorter time. Granting of such leave shall not be unduly withheld.

16.02 If a nurse is granted such leave of absence without pay, she shall retain the seniority that she had at the commencement of such leave but shall not accrue seniority beyond thirty (30) calendar days during such leave.

16.03 After any approved leave of absence without pay and to the extent possible, a nurse will be returned to her former position.

16.04 Education Leave

(a) Leave of absence without pay, for the purposes of further education directly related to the nurse's employment with the Employer may be granted on written application by the nurse to the Director of Care or her 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 regularly scheduled working hours for the purpose of writing any examinations in Kenora, required in any recognized course in which nurses are enrolled to upgrade their nursing qualifications.

(c) The Employer may grant a leave of absence with or without pay to a nurse for the purpose of attending professional meetings and conferences.

(d) The Employer shall provide up to eight (8) paid hours of professional development per nurse per calendar year. It is understood that the program or course shall be selected by the Employer and such paid hours shall be subject to availability of program or course. Professional development shall not be considered call-in.

16.05 Professional leave with pay for scheduled working days will be granted to nurses who are elected to the College of Nurses or the Registered Nurses' Association of Ontario to attend their regularly scheduled meetings provided the nurse provides a minimum of four (4) weeks notice.

16.06 Union Leave

(a) Upon written request, and provided that no more than two (2) nurses at any one time are absent from work, leaves of absence without pay may be given for Union business up to an aggregate total of fifty-five (55) days in a calendar year. Such leave shall not be unreasonably withheld.

(b) A nurse who is elected to the Office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits. During such leaves of absence, salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits.

The nurse agrees to notify the Employer of her intention to return to work within six (6) weeks before termination of office.

(c) Leave of Absence for Board Members

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the Office of President, shall be granted upon

request such leave(s) of absence as she may require to fulfill the duties of her position. This leave is conditional on availability of staff and shall not be unreasonably withheld. Reasonable notice sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. Such request shall not be unreasonably withheld. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave in Article 16.04 (a) above. During such leaves of absence, salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits.

(d) Provincial Committee Leave

A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association, may be granted upon request such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice shall be given to the Employer for such leave of absence. There shall be accumulation of seniority and service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided elsewhere in this Agreement. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary.

16.07 Compassionate Leave

A nurse who notifies the Director of Nursing as soon as possible following the death of a member of her family, save and except aunt and uncle, niece and nephew, shall be granted up to four (4) consecutive days off without loss of pay, in conjunction with the day of the funeral, providing the four (4) days do not occur during regularly scheduled time off, leave of absence or a vacation period. A nurse who notifies the Director of Nursing as soon as possible following the death of an aunt or uncle, niece or nephew, shall be granted one (1) day of leave without loss of pay. Where the funeral is held out of Kenora, reasonable necessary travelling time shall be granted up to four (4) additional consecutive days without loss of pay.

"Member of family" shall include and be limited to parent or anyone standing in loco parentis to the nurse, brother, sister, child, spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent and grandchild.

"Spouse" for the purposes of compassionate leave will include a partner of the same sex.

16.08 If a nurse is required to serve as a juror in any Court of Law, or required by subpoena to attend a Court of Law or inquest in connection with her duties with the Employer, she shall not lose her regular pay because of such attendance, provided that she:

- (a) notifies the Director of Care immediately upon her receiving notification to attend Court; and
- (b) presents proof of service requiring her attendance; and

- (c) promptly repays to the Employer the amount (other than expenses) received by her for such service or attendance.

## 16.09

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. A nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months duration, inclusive of any parental leave.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above, by written notification received by the Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 12.01 to a maximum of thirty (30) tours (two hundred and twenty-five (225) hours for nurses whose regular hours of work are other than the standard work day).

The Employer will outline to nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) The Employer may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) A nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the nurse's Employment Insurance cheque stub 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 (15) weeks. The nurse's regular weekly earnings shall be

determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

The employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the portion of the parental leave for which SUB payments are being made, i.e. 12 weeks, in addition to pension contributions if applicable.

## 16.10

### Parental Leave

- (a) 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.
- (b) A nurse who has taken a pregnancy leave under Article 16.09 is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Employer 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.
- (c) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 12.01 to a maximum of thirty (30) tours (two hundred and twenty-five (225) hours for nurses whose regular hours of work are other than the standard work day).

The Employer will outline to nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the nurse's Employment Insurance cheque stub 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 twelve (12) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

The employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the portion of the parental leave for which SUB payments are being made, i.e. 12 weeks, in addition to pension contributions if applicable.

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

## 16.11

### Pre-Paid Leave Plan

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

- (a) The Plan is available to nurses wishing to spread four (4) years' 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 Care at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The year for purposes of the program shall be September 1<sup>st</sup> of one year to August 31<sup>st</sup> the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Local Union and the Employer.



- (d) During the four (4) years of salary deferral, twenty percent (20%) of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the Plan.
- (e) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (f) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (g) 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 is participating. Contributions to OMERS 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.
- (h) A nurse may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given the Director of Care. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (i) If the nurse terminates employment, the deferred salary held by the Employer, plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (j) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (k) The nurse will be reinstated to her former position unless that position has been discontinued in which case she shall be given a comparable job.
- (l) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - (i) a statement that the nurse is entering the pre-paid leave program in accordance with Article 16.11 of the Collective Agreement;
  - (ii) the period of salary deferral and the leave period for which is requested;

- (iii) the manner in which the deferred salary is to be held.

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

## **ARTICLE 17 – ILLNESS ALLOWANCE**

- 17.01 If a nurse leaves work during the tour of duty due to illness, she shall be paid for the entire tour.
- 17.02 If at all possible, a nurse will give at least three (3) hours' notice of illness before she is scheduled to go on duty.
- 17.03 The Employer shall assume total responsibility for providing and funding a Short-Term Disability (S.T.D.) and Long-Term Disability (L.T.D.) Insurance Plan for all full-time nurses.

(i) Short-Term Disability (S.T.D.)

All full-time employees are covered from date of hire for up to seventeen (17) weeks. The full benefit period will be reinstated after an employee has returned to work for at least two (2) weeks, or if the subsequent illness is due to an unrelated illness.

The Short-Term Disability (S.T.D.) Plan will provide the following benefit level:

One hundred percent (100%) pay for the first ten (10) days of each calendar year. For the remainder of the seventeen (17) week period it will pay seventy-five percent (75%).

(ii) Long-Term Disability (L.T.D.)

The Plan will provide coverage for seventy-five percent (75%) of the nurse's normal gross straight time pay inclusive of any Workers' Compensation and Canada Pension Disability Benefits (exclusive of dependent benefits) when the employee is totally disabled from performing all of the functions of her own occupation for a period of twenty-four (24) months; thereafter L.T.D. benefits will be payable if the nurse is totally disabled from engaging in any gainful employment for which she is or becomes qualified by education, training or experience. Payment to the nurse will begin upon cessation of the S.T.D. Plan and will continue as long as she is disabled or she recovers or until the employee is entitled to retire. L.T.D. benefits will be offset by benefits payable from other Group Plans only to the extent that the total benefits payable would exceed eighty-five percent (85%) of earnings.

L.T.D. benefits will be payable when a claimant enters a program of rehabilitative employment.

A nurse who is no longer deemed disabled within the first twenty-four

(24) months under the provisions of the L.T.D. Plan shall be placed in her former position with the Employer. However, if a nurse is no longer capable of performing all of the normal functions of her work, the Employer will establish a special classification which takes into consideration her capabilities at an agreed upon salary.

All insurance premiums and pension contributions made by the Employer under this Agreement will continue to be paid by the Employer while the nurse receives or is qualified to receive long-term disability benefits under the Plan, unless the nurse is supplementing a Workers' Compensation Award.

- 17.04 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under the above S.T.D./L.T.D. Insurance Plan may be subject to grievance and arbitration under the provisions of this Agreement.
- 17.05 Absences due to pregnancy related illness shall be covered under the provisions of Article 17.03.
- 17.06 Sick leave without pay shall be granted to a nurse who does not qualify for sick leave with pay or who is unable to return to work at the end of the period for which sick leave with pay is granted.

Such leave may be extended up to a total of twenty-four (24) months, provided that satisfactory proof of illness by a qualified physician is produced upon application for such leave and every thirty (30) days thereafter. If, after an absence of eighteen (18) months, in the opinion of the nurse's physician she is unlikely to return to work within the twenty-four (24) month period, such nurse shall be deemed to be terminated.

## **ARTICLE 18 – PAID HOLIDAYS**

- 18.01 The following will be recognized as holidays with pay for full-time nurses:

New Year's Day	Civic Holiday (1 <sup>st</sup> Monday in August)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July 1 <sup>st</sup>	Boxing Day (December 26 <sup>th</sup> )

- 18.02 (a) (i) When a full-time nurse works on a paid holiday, she shall be paid at the rate of time and one-half for the first seven and one-half (7 ½) hours worked on such holiday and shall receive another day off with pay as provided in Article 18.03 below;

OR

at the option of the nurse:

- (ii) she shall receive premium pay at the rate of two and one-half (2 ½) times for the first seven and one-half (7 ½) hours worked on such holiday.

- (b) A part-time nurse is entitled to the twelve (12) paid holidays with pay as listed in Article 18.01 provided that she works on ten (10) days of the four (4) weeks preceding the holiday, she works her regular day of work preceding and following the holiday. Where a part-time nurse is required to work the paid holiday and qualifies for the paid holiday, the Employer will pay the nurse two and one-half (2 ½) times her regular hourly rate for hours worked on the public holiday. A part-time nurse who does not qualify for any of the holidays listed in 18.01, shall be paid one and one-half (1 ½) times her straight time day tour rate for each hour worked on such holiday.
- 18.03 When a full-time nurse works on a holiday or when a holiday falls on a scheduled day off, compensating time off shall be scheduled at a mutually agreeable time.
- 18.04 When a holiday falls within a nurse's vacation period, it shall be scheduled at a mutually agreeable time.
- 18.05 The first shift of the day will be the 2300 hour to 0700 hour shift for statutory holiday purposes.
- 18.06 A nurse who is on unpaid leave of absence of more than seven (7) days, shall not be entitled to receive pay for any statutory holiday occurring during such leave.

### **ARTICLE 19 – VACATIONS**

- 19.01 The vacation year will be computed from May 1<sup>st</sup> of each year and nurses shall be entitled to annual vacations as follows:
- (a) (i) full-time nurses shall receive the following annual vacation with pay at their regular rate:
- (1) less than twelve (12) months of employment prior to April 30<sup>th</sup> - 1.25 days for each completed month of service;
  - (2) three (3) weeks after one (1) year;
  - (3) four (4) weeks after three (3) years;
  - (4) five (5) weeks after eleven (11) years;
  - (5) six (6) weeks after twenty (20) years;
  - (6) seven (7) weeks after twenty-five (25) years.
  - (7) eight (8) weeks after thirty (30) years.
- (ii) part-time nurses shall receive vacation without pay on the same basis as full-time nurses in (i) above;
- (iii) part-time nurses shall receive vacation pay on the following basis:
- (1) less than three (3) years' employment - six percent (6%);

- (2) three (3) or more years' employment but less than eleven (11) years' employment - eight percent (8%);
- (3) eleven (11) years' employment but less than twenty (20) years' employment - ten percent (10%);
- (4) twenty (20) years' employment but less than twenty-five (25) years' employment - twelve percent (12%);
- (5) twenty-five (25) or more years' employment - fourteen percent (14%).
- (6) thirty (30) or more years' employment – sixteen percent (16%).

19.02 Scheduling

- (a) Where possible, nurses shall be entitled to the weekend off prior to commencement of vacation and at the completion of vacation.
- (b) Prior to leaving on vacation nurses shall be notified of the date and time on which to report to work following vacation.
- (c) Nurses shall be given preference with respect to their vacation periods in accordance with seniority, provided that their written requests are made before April 1<sup>st</sup> and the approved vacation schedule shall be posted by April 15<sup>th</sup>.

19.03 If a nurse wishes her vacation pay prior to her vacation, she shall make such request two (2) weeks in advance of her scheduled vacation.

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

19.05 Vacation Pay Credited to Beneficiary

When an employee dies, her beneficiary shall be credited with the value of the vacation credits owing her.

19.06 During the period July 1<sup>st</sup> to August 31<sup>st</sup>, an employee shall only have a maximum of three (3) weeks vacation without special permission from the Employer.

- (a) Where a full-time nurse's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where a full-time nurse's scheduled vacation is interrupted due to serious illness requiring the nurse to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

- (c) The portion of the full-time nurse's vacation which is deemed to be sick leave under the above provisions will not be counted against the nurse's vacation credits.

## **ARTICLE 20 – EMPLOYEE BENEFITS**

### 20.01 Ontario Hospital Insurance Plan

The Employer shall continue to pay one hundred percent (100%) of employee Health Tax.

20.02 The Employer shall enroll those eligible in the OMERS Plan.

### 20.03 Malpractice and Professional Liability Insurance

The Employer agrees to provide adequate insurance to cover nurses in the event of any legal action brought against a nurse or nurses in the course of employment with the Employer.

20.04 Full-time employees will be covered on date of hire for the following:

- (a) The Employer will pay one hundred percent (100%) of the billed premium for life insurance in the amount of two (2) times the annual salary.
- (b) The Employer will pay one hundred percent (100%) of the billed premium for A.D. & D. in the amount of two (2) times the annual salary.
- (c) The Employer will pay one hundred percent (100%) of the billed premium for dental coverage at the current ODA fee schedule as amended and with 10/20 deductible and no co-insurance and provide for recall oral examinations to be covered once every nine (9) months (adults only).
- (d) The Employer will pay one hundred percent (100%) of the billed premium for Health Care I – 25/50 deductible and Drug Formulary 3.
- (e) The Employer will pay one hundred percent (100%) of the billed premium for vision care, coverage to include laser eye surgery to a maximum of four hundred and fifty dollars (\$450.00) upon ratification of this Collective Agreement, per twenty-four (24) months and up to one hundred dollars (\$100.00) for eye examination once every two (2) years.
- (f) The Employer will provide Hearing Aid coverage equal to six hundred dollars (\$600.00) upon ratification of this Collective Agreement, lifetime per person seventy-five percent (75%) premiums paid by the Employer.
- (g) Orthodontic coverage is 50/50 co-insurance with two thousand dollars (\$2,000.00) maximum per insured lifetime providing the balance of the monthly premiums are paid by the employees through payroll deductions.
- (h) Extended Health Care Benefits which include chiropractic, massage therapy and physiotherapy coverage (maximum of \$500/insured person annually for chiropractic, massage therapy and physiotherapy for each service).

- (i) Coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) for a total of \$800 annually.

The Employer agrees to provide the Union with sixty (60) days' notice prior to a change in carrier and agrees to maintain Health and Welfare Benefits at a level comparable to existing benefits.

20.05 Part-time nurses may apply to participate in the Extended Health Care, Semi-Private Hospitalization, dental benefits and vision benefits available to full-time nurses and enrol in Group Life coverage of sixty thousand (\$60,000), provided the part-time pays the full premium costs through payroll deductions. Such participation shall be subject to the terms and conditions of the policy or policies of the insurer providing such benefits.

20.06 Retiree Benefits – Process for Payment

- (a) Any bargaining unit nurse who retires before the age of sixty-five (65) and wishes to participate in the Benefit Plan as outlined in Article 20 will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a pre-authorized withdrawal process up to the age of sixty-five (65).

- (b) Dental benefits will be extended to active full-time nurses from the age of sixty-five (65) and up to the nurse's seventieth (70<sup>th</sup>) birthday on the same cost share basis as applies to those nurses under the age of sixty-five (65).

20.07 The Employer will continue to pay the premium for the above benefits when a nurse is absent on leave with pay and for a period of not more than thirty (30) calendar days while a nurse is absent on leave without pay.

Nurses who are on lay-off may continue to participate in Benefit Plans, at their request, provided they make arrangements for payment and provided also that the lay-off does not exceed one (1) year.

**ARTICLE 21 – TERMINATION OF EMPLOYMENT**

21.01 A nurse will be required to submit a written resignation at least four (4) weeks in advance of her terminal date, except in cases of emergency or where such notice is not reasonably possible.

**ARTICLE 22 – MISCELLANEOUS**

22.01 Bulletin Boards

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

22.02 Copies of the Agreement

A copy of this Agreement in mutually suitable form will be issued by the Employer to each nurse now employed within four (4) months of the final signing and as

employed. Costs will be shared by the Employer and the Union.

- 22.03 The Employer shall provide adequate parking space without charge. Plug-ins shall be provided where possible.
- 22.04 Where the context so requires in this Agreement, the feminine pronoun includes the masculine pronoun and when the singular is used, it may also mean plural.
- 22.05 Prior to effecting any changes in the Employer's policy or rules which would affect nurses covered by this Agreement, the Employer shall first advise the Union of such proposed change to enable the Union to make representations if they wish.
- 22.06 The Employer shall pay each nurse forty-five cents (\$.45) per seven and one-half (7 ½) hour tour worked as a shoe and uniform allowance to be calculated yearly, May 1<sup>st</sup>.
- 22.07 The Employer will provide a non-smoking eating/lounge area.
- 22.08 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for residents and nurses. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Nurses shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during a nurse's working hours. In addition, nurses will be provided with information, including risks and side effects, regarding the vaccine.
- (c) The Employer recognizes that nurses have the right to refuse any required vaccination.
- (d) If a nurse refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the nurse is cleared to return to work. If a nurse is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If a nurse refuses to take the vaccine because it is medically contra-indicated and where a Medical Certificate is provided to this effect, she or he will be re-assigned during the outbreak period, unless re-assignment is not possible, in which case the nurse will be paid. It is further understood and agreed that the Employer will cover the cost of any Medical Certificate. It is further agreed that any such re-assignment will not adversely impact the scheduled hours of other nurses.
- (f) If a nurse gets sick as a result of the vaccination and applies for WSIB, the Employer will not oppose the claim.



- (g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to nurses free of charge.
- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

If recommended by the Medical Officer of Health, apply the following to non-immunized nurses:

During Influenza A outbreaks:

- (a) Non-immunized nurses are to obtain a prescription for (oral) Amantadine from family Physician and take it for the duration of the outbreak. The cost of medication will be covered by the Employer for those nurses who cannot take the vaccination due to medical contra-indications.
- (b) Non-immunized nurses who receive immunization at the start of the outbreak require a prescription for (oral) Amantadine from the family Physician and must take it for two (2) weeks or until the outbreak is over, whichever comes first. Nurses can work the day the oral medication is started, if authorized to do so by the Medical Officer of Health.
- (c) Non-immunized nurses who choose not to take Amantadine during the outbreak will be excluded from the facility for the duration of the outbreak. It is understood clauses (d) and (e) above apply.
- (d) The parties agree clause (f) above applies.

It is understood that directives from the Medical Officer of Health take precedence over clause.

## **ARTICLE 23 – SCHEDULES**

23.01 Attached hereto and forming part of the Agreement are:

Schedule "A" - Salary Schedule, Classifications and Compensation;  
Schedule "B" - Hours of Work and Working Conditions.

## **ARTICLE 24 – PROFESSIONAL RESPONSIBILITY**

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

- (a) (i) complain in writing to the Director of Care within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Nurse-Management Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint.

The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties;

- (ii) failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Nurse-Management Committee, the complaint shall be forwarded to an Independent Assessment Committee composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Employer and one (1) chosen from a panel of four (4) independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson;
  - (iii) the Assessment Committee shall conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what recommendation it finds appropriate in the circumstances. The Assessment Committee shall report its recommendation in writing to the parties within thirty (30) calendar days following completion of its hearing;
  - (iv) the recommendation of the Assessment Committee shall be binding on both parties.
- (b) (i) the parties shall select a panel of three (3) independent registered nurses who are well respected within the profession. The members of the panel shall sit in the following rotation of alphabetical listing:
- Eleanor Plain  
Jane Harvey  
Anitta Robertson
- Should the Chairperson who is scheduled to serve decline when requested, the next person on the list will be approached to act as Chairperson;
- (ii) each party will bear the cost of its own nominee and each will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.
- (c) If the Union and the Employer are unable to agree upon the composition or rotation of the panel, these matters shall be considered in dispute and remitted to a Board of Arbitration in accordance with Article 11 of the Collective Agreement, which shall apply mutatis mutandis.

## **ARTICLE 25 – DURATION**

- 25.01 This Agreement shall become effective on the 1<sup>st</sup> day of April, 2018 and shall remain in full force and effect until the 31<sup>st</sup> day of March, 2020 and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is

given by either party to the other not more than ninety (90) days before the expiry of the Agreement.

25.02 Retroactivity

The provisions of this Collective Agreement shall be retroactive for all nurses to April 1, 2014. As to nurses who resigned or quit since April 1, 2014, the Employer shall send by registered mail to the last known address of such nurse a notice informing her of her entitlement to retroactive pay and the manner in which it may be claimed.

Such terminated nurses shall have sixty (60) days from the date of mailing of such notice in which to apply in writing to the Employer for any retroactive entitlement, failing which individual claims will be deemed to have been abandoned.

All retroactivity will be paid in itemized cheques not later than six (6) weeks following the date of ratification of the Memorandum of Settlement.

25.03 All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of the Ontario Labour Relations Act, R.S.O. 1970, Chapter 232 and any amendments thereto and the Hospital Labour Disputes Arbitration Act, R.S.O. 1970, Chapter 208 and any amendments thereto.

IN WITNESS THEREOF the parties have caused their names to be subscribed by their duly authorized officers and representatives.

SIGNED at Kenora, ON this 30<sup>th</sup> day of January, 2020.

FOR THE EMPLOYER

FOR THE UNION

\_\_"Kevin Queen"\_\_\_\_\_

\_\_"Gurpinder Pal Singh"\_\_\_\_\_

\_\_\_\_\_

\_\_"Heather Alcock"\_\_\_\_\_

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**SCHEDULE "A" – SALARY SCHEDULE, CLASSIFICATION AND COMPENSATION**

A.01

REGISTERED NURSE			
	Effective April 1, 2018 – 1.4%		Effective April 1, 2019 – 1.75%
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
25 Years	\$46.76		\$47.58
NURSE PRACTITIONER/R.N.E.C.			
	Effective April 1, 2018 – 1.4%		Effective April 1, 2019 – 1.75%
Start	\$49.15		\$50.01
1 Year	\$51.25		\$52.15
2 Years	\$53.37		\$54.30
3 Years	\$56.44		\$57.43
8 Years	\$56.56		\$57.55
25 Years	\$57.26		\$58.26

- A.02
- (a) Each full-time staff nurse will be advanced from her present level to the next level set out in A.01 twelve (12) months after she was last advanced.
- (b) Each part-time staff nurse will be advanced from her present level to the next level set out in A.01 after the completion of each two hundred (200) tours worked in the Home.
- (c) Nurses' hourly rates shall be calculated as follows:
- $$\frac{\text{monthly rate of full-time nurse} \times 12}{1950 \text{ hours}}$$
- (d) Nurses' daily rates shall be calculated as follows:
- $$\frac{\text{monthly rate of full-time nurse} \times 12}{260}$$
- (e) In addition to her daily tour rate, a part-time nurse shall receive thirteen percent (13%) in lieu of fringe benefits.
- (f) For the purposes of clarification, this percentage as applied above in A.02 (d) shall include those benefits paid to a nurse 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,

call-in pay, court attendance, bereavement pay, educational allowance, shoe and uniform allowance and standby pay.

It is understood and agreed that pension is included within the percentage in lieu of fringe benefits. It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional thirteen percent (13%), which is paid in lieu of fringe benefits and accordingly the thirteen percent (13%) add on payment, in lieu of fringe benefits, will not be included for the purpose of computing any premium or overtime payments.

Part-time nurses who elect to participate in the Pension Plan will have their percent in lieu reduced to nine percent (9%) in lieu of fringe benefits.

- A.03 (a) Claim 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 by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Recognition will be granted on the basis of one (1) increment for each year of related clinical experience to the maximum of the salary grid.

(b) Education Allowance

Where the Employer considers that additional educational preparation is required for a job, then such preparation shall be paid for according to the following scale:

- (i) any short-term course of one (1) month or more of full-time attendance or its equivalent – twenty dollars (\$20.00) monthly;
  - (ii) for a course in nursing unit administration (CHA/CNA) – twenty-five dollars (\$25.00) monthly;
  - (iii) for a one (1) year university certificate or diploma in nursing – fifty dollars (\$50.00) monthly;
  - (iv) for a Bachelor's Degree – one hundred dollars (\$100.00) monthly;
  - (v) for a Master's Degree – one hundred and fifty dollars (\$150.00) monthly. For part-time nurses such payment shall be on a pro-rata basis according to the number of tours worked;
  - (vi) payment shall be made if the course is relevant to job classification – the allowance not to be cumulative. For part-time nurses such payment shall be on a pro-rata basis according to the number of tours worked.
- (c) Written applications will be reviewed by the Director of Care or her 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. The Employer may provide paid leave for and

may pay the tuition for nurses to take educational courses which will be of benefit to the Employer.

- A.04 Effective April 1, 2016, any nurse who works within the hours defined as evening shift shall receive a shift differential of two dollars and twenty-five cents (\$2.25) per hour on evenings. Any nurse who works within the hours defined as a night shift shall receive a shift differential of two dollars and sixty-five cents (\$2.65) on nights. Tour differential will not form part of the nurse's straight time hourly rate.
- A.05 A nurse who is required to remain available for duty on standby outside her regularly scheduled working hours shall receive standby pay in the amount of three dollars and forty-five cents (\$3.45) per hour and five dollars and five cents (\$5.05) per hour on a paid holiday for the period of standby scheduled by the Employer.
- A.06 (a) Nurses in charge of any shift shall receive an allowance of two dollars (\$2.00) per hour.
- (b) Where a nurse is requested to temporarily assume the responsibility of the Director of Care, she shall receive an allowance of three dollars (\$3.00) per hour for each hour so worked.
- A.07 When the duties of a position covered by this Agreement are changed or when a new position appropriately covered by this Agreement is established, the salary shall be negotiated. If the parties are unable to agree, such dispute may be submitted to arbitration. The decision of the Arbitration Board shall be based on the relationship established by comparison with other classifications within the Home, where possible. The salary shall be retroactive to the time the position was first filled by the nurse.
- A.08 A nurse shall be paid a weekend premium of two dollars and eighty cents (\$2.80) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. If a nurse is receiving premium pay under Article B.03 (g) with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

## SCHEDULE "B" – HOURS OF WORK AND WORKING CONDITIONS

- B.01 (a) The normal tour shall be composed of seven and one-half (7 ½) consecutive hours, exclusive of mealtime. The normal work week shall be composed of thirty-seven and one-half (37 ½) hours per week. Presently, the normal tour hours are as follows:
- 0700 – 1500;  
1500 – 2300;  
2300 – 0700.
- If the Home wishes to change the above hours of work, it will provide the Union with at least thirty (30) days' notice and it will be discussed with the Union.
- (b) There will be two (2) fifteen (15) minute (paid) rest periods and one (1) thirty (30) minute (unpaid) lunch period in each tour, the time for such periods to be determined by her Supervisor.
- (c) The half (1/2) tour shall be composed of three and three-quarters (3 ¾) consecutive hours inclusive of one (1) fifteen (15) minute paid rest period exclusive of one (1) fifteen (15) minute unpaid break. The half (1/2) tour and statutory holidays will be paid on a tour basis.
- (d) Where a nurse notifies her Supervisor that she has been or will be unable to take the normal lunch break due to the requirement of providing resident care, such nurse shall be paid time and one-half her regular straight time hourly rate for all time worked in excess of her normal daily hours.

### B.02 Scheduling

- (a) Normally, two (2) consecutive days off will be scheduled during each work week, however, schedules may be agreed upon to provide for more than five (5) consecutive days of work but not more than seven (7) consecutive days of work without days off as long as four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual consent.
- (b) Tour schedules and days off will be posted four (4) weeks in advance. On this regular four (4) week rotation, these schedules will not be changed after posting without the consent of the nurse. Change to this posted time schedule without the consent of the nurse will result in premium pay for the first shift of the new schedule, save and except Article 12.05 (b) (iv).
- (c) Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. In any event, it is understood that such a tour of duty, initiated by the nurse and approved by the Employer, shall not result in overtime compensation or payment.



- (d) Unless mutually agreed otherwise, the Employer will normally schedule each nurse at least one (1) weekend off in two (2). For the purposes of this clause, a weekend will be defined as at least fifty-six (56) consecutive hours off work from the completion of the Friday tour until the beginning of the Monday tour.
- (e) A period of at least two (2) consecutive tours off shall be scheduled between a change of shifts unless initiated by the nurse.
- (f) Split tours will not be scheduled.
- (g) A nurse who normally rotates on days and another shift shall be scheduled for at least fifty percent (50%) of time worked on days.
- (h) A nurse will not be required to change tours of duty more than once during a work week.
- (i) If a nurse is scheduled to work Saturday and Sunday, she shall be allowed to request to be scheduled to work the Monday of the following week when the Monday is a paid holiday. The request is to be made in writing in the request book. The request will not be unreasonably withheld.
- (j) Casual and unscheduled shifts will be offered to nurses on the basis of seniority. It is understood and agreed that this provision shall not be exercised in a manner that will result in premium pay.

Individual nurses will notify the Employer, in writing, of their preference of area and shift. The nurse may amend this notice, in writing, at any time.

### B.03

#### Premium Payment

- (a) If a nurse works more than seven and one-half (7 ½) hours per day or more than thirty-seven and one-half (37 ½) hours per week averaged over two (2) weeks, she shall receive overtime premium of one and one-half (1 ½) times her regular straight time hourly rate.
- (b) If a nurse works overtime on a paid holiday or on a tour that is paid at the rate of time and one-half (1 ½), she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- (c) Overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change in tour at the request of a nurse or exchange of tours by two (2) nurses.
- (d) Work scheduled by the Employer to which a premium is attached shall be paid at one and one-half (1 ½) times the nurse's regular straight time hourly rate or as otherwise provided.
- (e) Where a nurse is called in to work with less than two (2) hours' notice, she shall receive pay for the time worked of one and one-half (1 ½) with a guaranteed minimum pay of four (4) hours.

- (f) A nurse who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, but shall be provided at the time of the meal period with a hot meal or five dollars (\$5.00) if the Employer is unable to provide the hot meal. Other nurses required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a one-half (1/2) hour paid meal period and shall be provided with a hot meal or five dollars (\$5.00) if the Employer is unable to provide the hot meal.
- (g) A Full-Time or Regular Part-Time Nurse will receive premium pay as provided in Article B.03 (d) for all hours worked on the second consecutive and subsequent weekend, save and except where:
  - (i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - (ii) such nurse has requested weekend work; or
  - (iii) such weekend is worked as a result of an exchange of shifts with another nurse.
- (h) These scheduling regulations shall be waived between December 15<sup>th</sup> and January 15<sup>th</sup> so that where possible nurses may receive five (5) or more consecutive days off at either Christmas or New Year's. Christmas Eve, Christmas Day, Boxing Day or New Year's Eve and New Year's Day will be included in the five (5) days off. Scheduling will be done so that a nurse who has Christmas off one year will receive New Year's off the next year and vice-versa.

## B.04

- (a) When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to arbitration in accordance with Article 11, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved. Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filed.

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF MANAGEMENT OF  
THE DISTRICT OF KENORA HOME FOR THE AGED  
(hereinafter referred to as the "Employer")

AND:

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

**RE: SHORT-TERM DISABILITY AND LONG-TERM DISABILITY INSURANCE COVERAGE**

The parties agree that part-time nurses who meet the eligibility criteria of the Insurance Carrier Plan may purchase Short-Term Disability (S.T.D.) and Long-Term Disability (L.T.D.) Insurance coverage. It is understood that the part-time nurses will pay one hundred percent (100%) of the premiums from their percentage in lieu of benefits.

SIGNED at Kenora, ON this 30<sup>th</sup> day of January, 2020.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_"Kevin Queen"\_\_\_\_\_

\_\_\_"Gurpinder Pal Singh"\_\_\_\_\_

\_\_\_\_\_

\_\_\_"Heather Alcock"\_\_\_\_\_

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LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF MANAGEMENT OF  
THE DISTRICT OF KENORA HOME FOR THE AGED  
(hereinafter referred to as the "Employer")

AND:

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

RE: NURSE PRACTITIONER/R.N.E.C.

1. It is agreed that the Wage Grid for the Nurse Practitioner/R.N.E.C., will be as Appendix "A" for the life of the Collective Agreement. The Wage Grid shall be subject to future collective bargaining between the parties. In addition, the parties agree that the Wage Grid in Appendix "A" will be reviewed by the parties should there be an increase in the amount of the funding received by The Board of Management of the District of Kenora Home for the Aged from the Ministry of Health and Long-Term Care for Nurse Practitioners/R.N.E.C.
2. It is understood that the Nurse Practitioner will work flexible hours, scheduled at her or his discretion and dependent on the operational needs of the Employer.
3. If the Nurse Practitioner anticipates working in excess of seventy-five (75) hours in a pay period, she or he will request approval from the Director of Care prior to working the excess hours. Hours worked in excess of seventy-five (75) hours in the pay period will be paid in accordance with Schedule "A" and Schedule "B" of the Collective Agreement.
4. It is understood that the Nurse Practitioner/R.N.E.C., will be seconded on a regular basis to Birchwood Terrace Nursing Home Inc., to provide Nurse Practitioner/R.N.E.C., services in accordance with the Ministry policy requirements. The percentage of the Nurse Practitioner's/R.N.E.C., time spent at Birchwood Terrace Nursing Home Inc., shall be determined by the Employer and Birchwood Terrace Nursing Home Inc. However, the scheduling of those hours shall be determined by the Nurse Practitioner/R.N.E.C., in consultation with each facility and subject to their operational needs. It is understood that the secondment arrangement may be terminated by the Employer should the Ministry policy be amended to not require the Employer to have a shared arrangement.
5. There shall be no loss of The Board of Management of the District of Kenora Home for the Aged seniority or service for the Nurse Practitioner/R.N.E.C., during such secondment. The Nurse Practitioner's/R.N.E.C., salary, pension and applicable benefits shall be maintained by the Employer as per the ONA Collective Agreement. For clarity, the parties agree that all times while providing services on the secondment, the Nurse Practitioner/R.N.E.C., remains the employee of The Board of

Management of the District of Kenora Home for the Aged.

6. Recognition of Previous Experience

For Nurse Practitioners/R.N.E.C., the Employer will recognize related Registered Nurse and Nurse Practitioner/R.N.E.C., experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the Wage Grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to make a claim of related experience within the probationary period in order to be considered for a salary increment. If she or he fails to make a claim in the specified time period or fails to provide reasonable proof of related experience, she or he shall not be entitled to recognition.

For greater clarity, related experience includes related Registered Nurse and Nurse Practitioner/R.N.E.C., experience out-of-province and out-of-country.

This provision shall apply to all current employees at date of settlement or Award.

7. Nurse Practitioner/R.N.E.C.

- (a) The Employer will ensure that Nurse Practitioners/R.N.E.C., will be scheduled a minimum of one thousand, nine hundred and fifty (1950) hours in a calendar year. A normal work week shall consist of thirty-seven and one-half (37 ½) hours.
- (b) The Nurse Practitioner/R.N.E.C., will self-schedule and due to the nature of the work there will be flexible scheduling of hours in accordance with her or his workload. The Nurse Practitioner/R.N.E.C., will adjust her or his schedule to compensate for the variations in that workload.
- (c) If the Nurse Practitioner/R.N.E.C., works in excess of seventy-five (75) hours bi-weekly she or he shall have the option of electing payment at the applicable premium rate. Hours worked in excess of seventy-five (75) hours bi-weekly may also be taken as time in lieu at the rate of time and one-half at a time mutually agreeable to the Nurse Practitioner/R.N.E.C., and her or his Manager, as per Schedule "A" and Schedule "B" of the Collective Agreement.
- (d) Where the Nurse Practitioner/R.N.E.C., receives a stipend/remuneration from an academic institution in recognition of their supervision/mentorship of a Nurse Practitioner/R.N.E.C., student, that stipend/remuneration will be retained by the Nurse Practitioner/R.N.E.C.
- (e) Where the Home employs a Nurse Practitioner/R.N.E.C., their hours of work are not considered Registered Nurse hours as per Regulation 45 (1) of the Long Term Care Homes Act, 2007.

SIGNED at Kenora, ON this 30<sup>th</sup> day of January, 2020.

FOR THE EMPLOYER

\_\_"Kevin Queen"\_\_\_\_\_

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FOR THE UNION

\_\_"Gurpinder Pal Singh"\_\_\_\_\_

\_\_"Heather Alcock"\_\_\_\_\_

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LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF MANAGEMENT OF  
THE DISTRICT OF KENORA HOME FOR THE AGED  
(hereinafter referred to as the "Employer")

AND:

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

RE: MICHELE TAYLOR GRANDFATHER VACATION ENTILTEMENT

The Parties agree that Michele Taylor will be grandfathered to the Vacation Entitlement Provisions as dictated in the Collective Agreement expiring March 31, 2016. Upon completion of 25 years or more of employment Ms. Taylor shall be entitled to seven (7) weeks' vacation with vacation pay of fourteen percent (14%).

SIGNED at Kenora, ON this 30<sup>th</sup> day of January, 2020.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_"Kevin Queen"\_\_\_\_\_

\_\_\_"Gurpinder Pal Singh"\_\_\_\_\_

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\_\_\_"Heather Alcock"\_\_\_\_\_

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