

## **COLLECTIVE AGREEMENT**

Between:

**THE REGIONAL MUNICIPALITY OF WATERLOO  
(SUNNYSIDE HOME)**  
(Hereinafter referred to as the "Employer")

And:

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

**Expiry date: March 31, 2018**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1 – PURPOSE.....	4
ARTICLE 2 – RECOGNITION.....	4
ARTICLE 3 – NO DISCRIMINATION.....	5
ARTICLE 4 – UNION COMMITTEES AND REPRESENTATIVES.....	7
ARTICLE 5 – PROFESSIONAL RESPONSIBILITY.....	12
ARTICLE 6 – UNION SECURITY.....	15
ARTICLE 7 – MANAGEMENT RIGHTS.....	16
ARTICLE 8 – NO STRIKES OR LOCKOUTS.....	17
ARTICLE 9 – SENIORITY.....	18
ARTICLE 10 – JOB VACANCIES.....	28
ARTICLE 11 – CORRESPONDENCE.....	29
ARTICLE 12 – COMPLAINTS AND GRIEVANCES.....	30
ARTICLE 13 – SUSPENSION AND DISCHARGE.....	33
ARTICLE 14 – ARBITRATION.....	35
ARTICLE 15 – PAID HOLIDAYS – FULL-TIME.....	37
ARTICLE 16 – PAID HOLIDAYS – FULL-TIME.....	39
ARTICLE 17 – LEAVE OF ABSENCE.....	44
ARTICLE 18 – SICK LEAVE PLAN – FULL-TIME.....	53
ARTICLE 19 – HEALTH AND WELFARE BENEFITS.....	56
ARTICLE 20 – MISCELLANEOUS.....	61
ARTICLE 21 – TERMINATION OF EMPLOYMENT.....	63
ARTICLE 22 – TEMPORARY, REGULAR PART-TIME AND CASUAL PART-TIME NURSES.....	64
ARTICLE 23 – SALARIES.....	70
ARTICLE 24 – HOURS OF WORK.....	71
ARTICLE 25 – RETROACTIVITY.....	77
ARTICLE 26 – DURATION.....	77
SCHEDULE A.....	79
SCHEDULE A.....	82
SALARY SCHEDULE.....	82

SCHEDULE B .....	83
CHAIRPERSONS – NURSING ASSESSMENT COMMITTEE ...	83
SCHEDULE C – ARBITRATOR LIST .....	84
LETTER #1 LETTER OF UNDERSTANDING .....	85
Re: Prepaid Leave .....	85
LETTER #2 LETTER OF UNDERSTANDING .....	94
Re: Time Sharing .....	94
LETTER #3 LETTER OF UNDERSTANDING .....	98
Re: Master Policy .....	98
LETTER #4 LETTER OF UNDERSTANDING .....	99
Re: Job Security .....	99
LETTER #5 LETTER OF UNDERSTANDING .....	101
Re: ONA Availability Process .....	101
LETTER #6 LETTER OF UNDERSTANDING .....	105
Re: RAI Coordinator .....	105
LETTER #7 LETTER OF UNDERSTANDING .....	107
Re: New Graduate Initiative .....	107

## **ARTICLE 1 – PURPOSE**

- 1.1 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. This Agreement provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established by mutual agreement.
- 1.2 It is recognized that nurses wish to work co-operatively with the Employer to secure the best possible nursing care and health protection for residents.

## **ARTICLE 2 – RECOGNITION**

- 2.1 The Employer recognizes the Ontario Nurses' Association, as the bargaining agent of all Registered and Graduate Nurses employed by the Regional Municipality of Waterloo at the Sunnyside Home, Kitchener, in a nursing capacity, save and except Director of Nurses and Assistant Director of Nurses, and persons above the rank of Assistant Director of Nurses.\*

\*For purposes of Article 2.1, Director of Resident Care is considered a Director of Nurses, and Resident Care Co-ordinator is considered an Assistant Director of Nurses.

- 2.2 All references to officers, representatives, and committee members of the Union in this agreement shall be deemed to mean officers, representatives, and committee members of the Union, namely, "Sunnyside Home – Ontario Nurses' Association".

- 2.3 It is recognized that the Labour Relations Officer is the signing authority on any and all documents related to bargaining unit matters.

### **ARTICLE 3 – NO DISCRIMINATION**

- 3.1 (a) The parties agree that they are both committed to a harassment free environment, addressing discrimination and harassment issues in a timely and effective manner.
- (b) The Ontario Human Rights Code defines harassment as “any vexatious comment or conduct that is unwelcome or ought reasonably to be known to be unwelcome.” The Code protects all employees from harassment under the following **grounds age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status (including single status) gender identity, gender expression, record of offences, sex (Including pregnancy and breastfeeding), sexual orientation and any other protected ground added to the *Ontario Human Rights Code*.**

The Employer and the Union agree that confirmed cases of harassment will not be tolerated. All nurses are expected to treat others with courtesy and consideration to discourage harassment.

- (c) A nurse who believes that he/she has been harassed, discriminated against and/or been subject to reprisals is expected to follow the process set out in the Human Resources policy and/or Grievance and Arbitration procedure of the Collective Agreement prior to filing a complaint with the Ontario Human Rights Commission.

3.2 No nurse will conduct Union activities on the Employer's premises except as specifically permitted by this agreement or with the permission of the **Director Seniors' Services** or Director of Resident Care.

3.3 Modified Work/Return To Work Program

The Employer and the Union recognize their joint duty to accommodate disabled nurses to the point of undue hardship in accordance with the provisions of the Ontario Human Rights Code.

The Employer and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their safe return to work.

The parties undertake to provide safe and meaningful employment for all nurses based on the following objectives and principles:

- (a) to restore an ill or injured nurse to his/her fullest possible occupational and economic capacity,
- (b) to provide a nurse with an effective setting for work accommodation and work rehabilitation following illness or injury.
- (c) to accommodate and/or rehabilitate an ill or injured nurse in his/her original position wherever feasible or to accommodate the nurse in another position within his/her capabilities and/or limitations.

- (d) a nurse participating in this program will be paid the applicable hourly rate in accordance with the Collective Agreement.
- (e) upon request, the Employer shall notify the Union of all nurses off work due to an injury or returning on modified duties.
- (f) the Union will be involved in all meetings to establish or formally review a modified work/return to work programme for a nurse.

### 3.4 Police Record Check

Should the Employer require nurses to obtain a Police Record Check, the Employer shall reimburse the full cost associated with obtaining such Police Record Check to the nurse(s).

Should the Employer require nurses to obtain a Police Records Check the information provided in the Police Records Check shall only be considered if it impacts on the bona fide occupational requirements of the position. The Police Records Check will only be viewed by Human Resource Associates, Labour Relations staff or Directors in the Human Resources Department. It will be placed in a sealed envelope in the nurse's personnel file.

## **ARTICLE 4 – UNION COMMITTEES AND REPRESENTATIVES**

- 4.1 The Employer agrees to recognize the following representatives of the Union:
- (a) A negotiating committee of not more than three (3) nurses employed by the Home.

- (b) A grievance committee of not more than three (3) nurses employed by the Home.
- (c) Nurse representatives in the Home's employ to assist nurses in the presentation of any grievances that may arise if the nurse representative's assistance is requested by the aggrieved nurse.
- (d) Meetings of a Union Management committee comprising of not more than three (3) nurses and three (3) Employer representatives may be held as required at times to be mutually arranged, but not normally more often than once a month. The party requesting the meeting shall make a request in writing and shall at the same time advise the other party of the matters it wishes to discuss. It is agreed that such meetings are for the purpose only of discussing matters of mutual interest and for the free exchange of information. It is not the intent of this provision to replace or circumvent the grievance procedures established in this agreement. The Union shall make their request for a Union Management committee meeting to the Director of Resident Care, when the subject matter relates only to professional nursing matters. The Chairperson for this committee shall be appointed on an alternating basis by the Home and the Union.

4.2 The Union committee shall have the right to have the assistance of a representative or consultant of the Ontario Nurses' Association.

4.3 The Union will provide the Employer with the names of its committee members, officers and nurse representatives and shall keep such lists up to date at all times.

- 4.4 Four (4) hours with pay per month is to be granted to the Bargaining Unit President for the purpose of conducting union business. Such time shall be spent on the Home premises at a mutually agreed upon time during the President's regular working hours and shall be paid at the regular rate of pay.
- 4.5 (a) The Union acknowledges that the nurse representatives and the committee members from among the nurses will be required to efficiently perform their regular duties on behalf of the Employer, and that such nurses will not leave their regular duties without first obtaining permission from the Director of Resident Care, to leave such regular duties and will report back to the Director of Resident Care upon resuming their regular duties. In accordance with this understanding, any representative of the Union who is granted time off during their regular work period to adjust a grievance or possible grievance, or meet with the Employer's representatives on Union business, shall be paid for such time at their regular rate, the combined total of which not to exceed regular daily hours of work.
- (b) Nurses on the negotiating committee shall not lose time for attending negotiating meetings. Nurses on the evening and night shift shall receive paid time off for one entire shift; either the one prior to or the one following the actual day of the negotiating meeting, but not both.
- (c) The employer agrees to provide on-site internet access and voice-mail for the use of the Bargaining Unit President.
- 4.6 If a nurse representative is transferred from an area to another, such nurse will continue to be recognized by the

Employer as the representative of the area from which the nurse has been transferred for one month, except if transferred to a managerial position.

4.7 A temporarily employed nurse may be eligible to serve as nurse representative or Union committee member.

4.8 Occupational Health & Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, at least one representative selected or appointed by the Union from the bargaining unit.
- (c) Such committee shall identify potential dangers and hazards, institute means of improving Health and Safety programmes, and recommend actions to be taken to improve conditions relating to Occupational Health and Safety.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its function.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) All time spent by a member of the Occupational Health and Safety Committee attending meetings of

the Committee, shall be deemed to be time worked for which she shall be paid by the Employer at her regular rate, and she shall be entitled to such time from her work, as is necessary.

- (g) The Home, with the nurse's consent, will provide the Union with copies of incident reports involving assault on the job.
- (h) Sunnyside Home agrees to monitor the effectiveness of the policies and procedures related to violence in the workplace and review changes made to these policies and procedures at Joint Health and Safety Committee meetings.

Specifically, the Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not limited to:

- Musculoskeletal Injury Prevention
- Needle Stick Injury Prevention
- Personal Protective Equipment
- Certification training for the ONA representative to the Joint Health and Safety Committee

- (i) Employer to implement workplace violence policies and procedures as per Bill 168 and the resultant changes to the *Occupational Health and Safety Act*.

- 4.9 a) The parties agree that workplace violence is defined as comment or conduct that is physically intimidating or ought to be known to be physically intimidating. It includes the wrongful physical violation or abuse of other persons or threat to such actions. It also includes damage or threat of damage to property. The parties**

**agree that such incidences should not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will take every precaution reasonable in the circumstances for the protection of the worker to rectify the situation.**

- b) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons and/or residents with responsive behaviours.**
- c) The Employer agrees that the Occupational Health and Safety Committee shall concern itself with all matters relating to violence involving staff as per Human Resources Policies and Procedures such as HR policy 1-13, Workplace Harassment Prevention and HR Policy IV-15 Workplace Violence Prevention. The Employer agrees to furnish a written report of all incidents to the co-chairs of the Joint Health and Safety Committee prior to the JHSC meeting.**

## **ARTICLE 5 – PROFESSIONAL RESPONSIBILITY**

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

- (a) i) Complain in writing to the nursing committee within ten (10) calendar days of the alleged**

improper assignment. The Chairperson of the nursing committee shall convene a meeting of that 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 five (5) calendar days of the meeting of the nursing committee, the complaint shall be forwarded to an independent assessment committee composed of three (3) nurses; one (1) chosen by The Ontario Nurses' Association, and one (1) chosen by the Home, and one (1) chosen from a panel of four (4) independent nurses who are well respected within the nursing profession and who are knowledgeable in matters concerning Homes For The Aged. The member of the committee chosen from the panel 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 to properly assess the merits of the complaint. The assessment committee shall report its findings in writing to the **Director Seniors' Services** and the Union within fourteen (14) calendar days following completion of its hearing and investigation.
- (b) i) The parties shall select a panel of four (4) independent nurses who are to act as chairpersons. The members of the panel shall sit in a rotation agreed upon by the parties. If a panel member is unable to sit within the time

limit stipulated, the panel member next scheduled to sit will be appointed by the parties. The names of the four panellists shall be as indicated in the Letter of Understanding attached to this agreement.

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the chairperson and whatever other expenses are incurred by the assessment committee in the performance of its responsibilities as set out herein.

5.2 Each newly hired nurse shall, where possible, have a minimum of six (6) tours of orientation. Any tours of orientation must be completed within three (3) months of hire.

5.3 Nurses may be required, as part of their regular duties, to supervise activities of nurses working with a temporary certificate of registration in accordance with the current College of Nurses of Ontario Standards. Nurses will be informed in writing or e-mail of their responsibilities in relation to these nurses. Any information that is provided to the Employer by the College of Nurses with respect to practice expectations or restrictions will be made available to all nurses who will be working with any nurse working with a temporary certificate of registration.

5.4 The Peer Feedback Process of the Quality Assurance Program Required By the College of Nurses of Ontario

The above referenced Peer Feedback is confidential information which the nurse is expected to obtain by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of

Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program.

## **ARTICLE 6 – UNION SECURITY**

- 6.1 (a) The Employer will deduct from the pay due to each nurse who is covered by this agreement, a sum equal to the monthly Union dues of each nurse. The Union shall notify the Employer, in writing, of the amount of such dues from time to time and agrees to notify the Employer, in writing, at least thirty (30) calendar days prior to any required change in the dues assessment.

The Employer will send its cheque for the deducted dues each month to the Ontario Nurses' Association, accompanied by a list of all nurses including social insurance numbers, from whose wages the deductions have been made. The Union shall indemnify and save the Employer harmless with respect to any liability for all dues so deducted and remitted.

- (b) For new nurses, such deductions shall commence on the first pay day in the calendar month following the month in which the nurse is hired.
- (c) Deductions will not be made from any nurse unless the nurse receives at least one (1) day's pay in a month.

- 6.2 All nurses shall be eligible for Union membership on a voluntary basis and the Employer agrees to acquaint new nurses with the fact that a Collective Agreement is in effect. New nurses shall be presented with a copy of this agreement.

- 6.3 (a) Once each quarter the Employer will notify the Union of the following changes, if any, that occurred in the preceding quarter:
- i) New and terminated nurses.
  - ii) Nurses promoted out of the bargaining unit.
- (b) An officer of the Union or nurse representative shall be allowed a maximum of fifteen (15) minutes within regular working hours to interview each new nurse and to discuss the benefits and duties of Union membership and the nurse's responsibilities and obligations to the Employer.

Such interview shall be conducted within the first two (2) weeks of employment.

## **ARTICLE 7 – MANAGEMENT RIGHTS**

- 7.1 The Union recognizes the right of the Employer to:
- (a) Operate and manage its business in all aspects in accordance with its responsibilities and the right, powers and functions conferred upon the Employer by statute;
  - (b) Maintain order, discipline and efficiency and, in connection therewith, to make, alter, and enforce from time to time reasonable rules and regulations, policies and practises to be observed by the nurses. The Employer recognizes that the foregoing is subject to the right of the nurses concerned to lodge a grievance in the manner and extent herein provided;

- (c) Select, hire, discipline, discharge, transfer, assign to shifts, promote, demote, classify, lay off, recall, suspend and retire nurses and select nurses for positions excluded from the bargaining unit, provided that no nurse shall be transferred out of the bargaining unit against the nurse's wishes, and further provided that a claim of discriminatory promotion, demotion, transfer, classification, discipline or suspension, or a claim by a nurse that the nurse has been discharged or disciplined without cause, may become the subject of a grievance and be dealt with as herein provided;
- (d) Direct the working forces, the right to plan, direct and control the operations of the Employer, the right to introduce new and improved methods and facilities, the equipment, the amount of supervision of personnel necessary, the number of nurses to be employed, the work schedules, the establishment of standards of quality, the extent of the Employer's operations and the increase or decrease in employment arising therefrom, the exclusive jurisdiction over all operations, buildings, machinery, equipment and tools.

## **ARTICLE 8 – NO STRIKES OR LOCKOUTS**

- 8.1 The Employer and the Union agree to follow procedures as outlined in this agreement. The Union agrees that during the life of the agreement, there will be no strikes, picketing, sit down, slow down or stoppage of work either complete or partial, or any other interference with the operation of the Employer, for any reason, by the nurses for the duration of this agreement. The Employer and its officers who are in positions of authority agree that no means prejudicial to the nurses or any of them will be

exercised and there will be no lockouts of nurses for the duration of this agreement.

- 8.2 The parties hereto mutually agree that this agreement is subject to the rules of practice and procedure and regulations of the Labour Relations Act of the Province of Ontario 1980, and as amended from time to time.

## **ARTICLE 9 – SENIORITY**

- 9.1 (a) The Employer shall maintain a seniority list showing the effective seniority and date of hire for each permanent nurse. An up-to-date copy of this list will be given to the Union in May (as of April 30th) and November (as of October 31st).

At the same time, the Employer shall post a copy of the seniority list on the bulletin board provided for the Union.

- (b) Seniority shall be kept and operate separately for nurses employed on a regular or casual part-time basis. A part time nurse shall accumulate seniority on the basis of one year for each fifteen hundred (1500) paid hours.
- (c) Seniority credits shall be interchangeable from full-time to part-time and vice versa. A full-time nurse who becomes part-time will be credited with years of seniority since the last date of hire prorated to include all paid hours.
- 9.2 (a) Seniority shall operate and govern on a bargaining unit wide basis. In all cases of transfer or promotion the following factors shall be considered:
- i) qualifications, ability and performance;

- ii) seniority;

Where the qualifications of factor (i) are relatively equal factor (ii) shall govern.

It is not the Employer's intention to prevent Registered Nurses employed at the time of the enactment of the entry to practice requirements from the College of Nurses, from acquiring a new position within the Registered Nurse classification on the basis of their non-baccalaureate status.

- (b) In the event of a lay-off where there is a reduction of the workload such that there is a surplus of nurses actively employed in the bargaining unit, the Employer may lay off nurses provided that the last nurse hired shall be the first laid off and last nurse laid off shall be the first requested to return provided that the remaining nurses are able to satisfactorily perform the work available.
- (c) A nurse who is laid off has the following options:
  - i) retire under the conditions and terms of the OMERS Pension Plan
  - ii) accept the layoff and does not elect to remain on the recall list
  - iii) accept the layoff and stays on the recall list
  - iv) exercise his/her bumping rights

Further to (ii) above, a nurse who accepts the layoff and does not elect to remain on the recall list, will be

entitled to severance pay in accordance with the Employment Standards Act.

Further to (iv) above, a nurse exercising her bumping rights may:

- i) bump from full-time to part-time or vice versa
- ii) if a part-time nurse bumps into a full-time position, she must accept all of the full-time position.

In the event of a layoff, the parties agree the most junior nurse in the affected classification will be the first to be laid off. The laid-off nurses shall be permitted to bump the most junior nurse in any classification provided the nurse possesses the necessary skill and ability to perform the work available within a three (3) work day orientation period and no training. The orientation period shall provide an opportunity for the Employer to advise the nurse who is bumping of any particular requirements, procedures or aspects of the job, to become familiar with the job processes and requirements.

In the event of a long term layoff of thirteen (13) weeks or greater, laid-off nurses must exercise their bumping rights as soon as possible and within seven (7) calendar days from the date they are notified of the layoff. Subsequent bumps must be exercised within three (3) work days of receipt of the layoff notice.

In the event of a temporary layoff of less than thirteen (13) weeks or as defined by the Employment Standards Act, laid-off nurses must exercise their

bumping rights as soon as possible and within five (5) calendar days from the date they are notified of the layoff. Subsequent bumps must be exercised within three (3) work days of receipt of the layoff notice.

If the nurses to be laid-off did not successfully bump in accordance with the above within the stated time limits, then they will take the layoff in accordance with the date indicated on the notice. Extenuating circumstances such as vacation, illness shall be considered by the Employer.

Prior to any layoff, probationary and temporary nurses will first be terminated.

Union representatives may be present at all steps of the layoff process.

(d) Notice of Layoff

i) Union

There shall be at least four (4) months written notice to the Union in the event of a proposed layoff of a long term nature. A seniority list with Full time and Part time blended for the purposes of layoff and recall only, will be provided four (4) months prior to the long term layoff, and that list will be used for the purposes of implementing the layoff and recall process only.

There shall be at least thirty (30) days written notice to the Union in the event of a proposed layoff of a temporary nature. A seniority list with Full time and Part time blended for the

purposes of temporary layoff and recall only, will be provided thirty (30) days prior to the layoff, and that list will be used for the purposes of implementing the layoff and recall process only.

ii) Nurses

In the event of a lay-off of a long term nature, nurses to be laid-off will be given at least three (3) months notice of lay-off. The above mentioned notice will be considered notice to all nurses subsequently affected by the original layoff. This will include notice to any individuals laid off as a result of being displaced by a more senior employee. A copy of any notice of lay-off to a nurse will be provided to the Union at the same time.

In the event of a layoff in a temporary nature, nurses to be laid off will be given at least thirty (30) days notice of layoff. The above mentioned notice will be considered notice to all nurses subsequently affected by the original layoff. This will include notice to any individuals laid off as a result if being displaced by a more senior employee. A copy of any notice of layoff to a nurse will be provided to the Union at the same time.

iii) In the event of a proposed layoff, the Employer will meet with the bargaining unit through the Union-nursing committee to review the following:

A) The reasons causing the lay-offs;

- B) The service which the Home will undertake after the lay-off;
- C) The method of implementation including the areas of cutback and the nurses to be laid off.

(e) Recall:

Should a permanent or temporary vacancy occur while a nurse is on layoff, after the job posting provisions have been complied with, a nurse on layoff will be given the first opportunity to return provided she already possesses the necessary skill and ability to perform the work available and subject to all applicable seniority clauses before a new nurse is hired.

Casual part time nurses will not be utilized while nurses are on layoff.

Nurses must put in writing if they will accept 1) occasional shifts, 2) temporary full time or part time work, or 3) accept only recall to permanent work. The notification stands for the length of the recall and extenuating circumstances shall be considered by the Employer.

Regular part time nurses on recall have the right to refuse full time work and stay on the recall list. Full time nurses on recall have the right to refuse all part time work and stay on the recall list.

Full time nurses who work occasional shifts or a temporary full time or part time placement while on the recall list will remain classified as full time nurses, but for the purposes of benefits, vacation pay and seniority will be treated as part time nurses while on the recall list.

Occasional shifts shall be offered to nurses on the recall list starting with the most senior as per their commitment.

Temporary vacancies arising out of full time work shall be offered by seniority to the full time nurses on the recall list and if not filled then by seniority to the regular part time nurses on the recall list and if still not filled, then to the casual part time nurses.

Temporary vacancies arising out of part time work shall be offered by seniority to the part time nurses on the recall list and if not filled then by seniority to the regular full time nurses on the recall list and if still not filled, then to the casual part time nurses.

- 9.3 Seniority status once acquired by nurses will be lost and their names removed from the seniority list and their employment terminated for any of the following reasons:
- (a) Voluntary resignation;
  - (b) Discharge for cause not reversed through operation of the grievance procedure;
  - (c) Continuous absence, including lay-off but not including sickness or accident or approved leave of absence, for a period of three (3) months for casual part-time employees, eighteen (18) months for part-time employees and a period of twenty four (24) months for full-time employees.
  - (d) i) Failure to signify intention to return to work after recall from lay-off within three (3) working days following proper notification by the Employer by registered mail sent to the nurse

at the last address provided by the nurse to the business office. If the nurse notifies the Employer during the said three (3) working days that the nurse intends to return, the nurse must return to regular duties within five (5) working days of notification of intent to return.

- ii) If a nurse notifies the Employer within said three (3) working days that the nurse is unable to return to work within the prescribed time for a legitimate reason acceptable to the Employer, the nurse's name will not be struck from the seniority list. The nurse's name, however, may be passed over and the next in line in seniority may be recalled.
- iii) These time limitations may be extended in writing for valid reasons such as sickness certified by a doctor's certificate, death in the immediate family, accident, and other legitimate reasons acceptable to the Employer;

- (e) Absence from work without a satisfactory reason acceptable to the Employer for a period of more than three (3) working days.

- 9.4
- (a) Newly employed nurses will be considered probationary for seventy (70) shifts or five hundred and twenty-five (525) hours worked, or nine (9) months of active service, whichever comes first. Seniority shall then be credited as of the date of last hire.
  - (b) During the probationary period, probationary employees may be discharged on the basis of a fair and proper assessment of their suitability for the position. A reasonable standard of performance and

their suitability for the position are factors to be applied for just cause for discharge of a probationary employee.

- 9.5 Where the length of seniority is the same, the toss of a coin will decide the most senior nurse.
- 9.6 Subject to Clause 9.3 (c), if a permanent nurse is absent from work because of lay-off or authorized leave of absence without pay, the nurse shall not lose seniority, but shall not accumulate seniority after thirty (30) continuous calendar days of each such lay-off or authorized leave of absence without pay. Nurses absent from work on sick leave due to illness or accident, pregnancy leave, and parental leave will continue to accumulate seniority.
- 9.7 (a) i) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than three (3) months shall not suffer any loss of seniority, service or benefits.
- ii) A nurse who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation for the date of her or his return to the bargaining unit.
- iii) A nurse under 9.7 a) ii) above must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all

seniority held at the time of the subsequent transfer.

- iv) The nurse shall continue to pay dues and shall not be involved in issuing any discipline against a member of this bargaining unit.
  
- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her or his return to the bargaining unit.
  
- (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
  
- (d) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the Bargaining Unit President of the names of any nurses performing the duties of positions outside of the bargaining unit pursuant to this Article and/or Article 24.2, the date the assignment commenced, the area of assignment and the duration of such assignments.

The promotion or transfer of nurses to positions outside the bargaining unit is not covered by this agreement, and shall not be subject to the terms of this agreement except that such nurses will retain their seniority after promotion or transfer, and if demoted or transferred for any reason to a position which is subject to this agreement, such nurses shall be given full credit in their seniority standing

for the time spent in a nursing position not subject to this agreement in addition to their seniority credit in the unit.

## 9.8 No Contracting Out

In order to protect the standard of nursing care, the Employer agrees that no one outside of the above-mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit except for the purpose of instruction, experimentation or in the event of an emergency situation, or in the event that regular nurses are not available to perform work due to being late for work or absent from work.

## **ARTICLE 10 – JOB VACANCIES**

- 10.1 (a) Any new or vacant full-time or regular part-time position of employment of four (4) months or more duration becoming available, will be posted within fourteen (14) calendar days of becoming available or vacant, as the case may be, for not less than seven (7) calendar days prior to filling the position, provided such position(s) is to be filled.

If said position(s) is not to be filled, the Employer will within thirty(30) calendar days of the position becoming vacant, notify the Union in writing, that said vacancy is not to be filled.

- (b) An application for transfer system will be established under which any nurse may make written application to the Director of Resident Care for another position.

Applications from probationary nurses will be entertained only at the discretion of the Employer.

- (c) A nurse who is successful in her application for a job posting in accordance with the provisions of the Collective Agreement, can only get an extension of whatever start date is required by the Employer if the nurse makes a written request to the Director of Resident Care, stating reasons that in the opinion of the Employer are acceptable. A written reply will be given to the nurse. Any extension granted will not exceed a once only maximum of thirty (30) calendar days under any circumstances

- 10.2 Nothing in this Article shall be construed as restricting the right of the Employer to temporarily assign a nurse to a position which qualifies for posting hereunder, until the posting procedure has been complied with, and arrangements have been made to promote or transfer the nurse selected to fill the vacancy to be assigned to the position concerned.
- 10.3 A nurse selected as a result of a posted vacancy need not be considered for a further permanent vacancy for a period of up to four (4) months from the date of her selection.
- 10.4 An employee who fills a temporary vacancy shall be reinstated in the employee's previous position and work location and shift at the end of the vacancy. Should the position be changed or no longer exist, seniority will apply to determine the outcome.

## **ARTICLE 11 – CORRESPONDENCE**

- 11.1 All correspondence between the parties hereto, arising out of this agreement or incidental hereto, shall pass to and from the **Commissioner, Human Resources**, Human Resources or designate, the Bargaining Unit President, Ontario Nurses' Association, with a copy in all

cases going to the Home **Director Seniors' Services** and the Labour Relations Officer of the Ontario Nurses' Association.

## **ARTICLE 12 – COMPLAINTS AND GRIEVANCES**

12.1 It is the mutual desire of the parties hereto that complaints of nurses covered by this Collective Agreement shall be adjusted as quickly as possible. Such complaints shall be acted upon in the following manner and sequence:

Step 1: It is agreed that a nurse has no grievance until the nurse has first given the Coordinator, Resident Care or designate an opportunity of adjusting the complaint. Such complaint shall be discussed with the Coordinator, Resident Care or designate within five (5) working days after the circumstances giving rise to the complaint have occurred or ought reasonably to have come to the attention of the nurse.

The Director of Resident Care or designate will reply within five (5) working days after the discussion of the complaint. The nurse may be accompanied by a nurse representative during discussion of the complaint, if the nurse so desires. Failing settlement, it may then be taken up as a grievance within five (5) working days following the reply of the Director of Resident Care or designate.

Step 2: If the nurse is satisfied that there is a grievance, the nurse shall present such grievance in writing to the Director of Resident Care or designate and the nurse may have the assistance of the nurse representative if the nurse desires. The written grievance signed by the aggrieved nurse must contain the nature of the grievance, the remedy

sought and the section or sections of the agreement which are alleged to have been violated.

The **Director Seniors' Services** or designate will deliver the decision in writing to the grievor and the President within five (5) working days following the day on which the grievance is presented.

Failing settlement – then Step No. 3 may be invoked.

Step 3: Within five (5) working days following the decision of the Director of Resident Care or designate under Step No. 2, the Grievance Committee may submit the written grievance to the Director of Employee Relations or designate. A meeting will be arranged within ten (10) working days with the **Director Seniors' Services** or designate in attendance at which time the matter will be reviewed. The Director of Employee Relations or designate will deliver the decision in writing to the grievor and the President or designate within five (5) working days from the date on which the meeting was held under Step No. 3.

12.2 The Employer may, at its discretion, refuse to consider a grievance, or having considered it, refuse to agree to the arbitration of any matter, the alleged circumstances of which occurred more than fifteen (15) working days prior to the filing of the grievance in writing.

12.3 Any difference arising directly between the Employer and the Union involving the interpretation, application or alleged violation of this Agreement may be submitted in writing by either party and dealt with as a grievance commencing at Step No. 3 of the grievance procedure. Any grievance by the Employer or the Union as provided

in this paragraph, shall be commenced within thirty-five (35) calendar days of the date of the occurrence.

No Union grievance shall be presented at Step No. 3 which the nurse, or a group of nurses could normally process as an individual grievance, or a grievance of a group of nurses.

- 12.4 Failing settlement under the foregoing procedure of any grievance between the parties, arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether the matter is arbitrable, such grievance may be submitted to arbitration, as set forth in Article 14. If no written request for arbitration is received within fifteen (15) working days after the decision under Step No. 3 is given, it shall be deemed to have been settled and not eligible for arbitration.
- 12.5 It is agreed that grievances and replies to grievances shall be in writing in all stages.
- 12.6 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 Union and the nurse(s).
- 12.7 No adjustment affected under the grievance procedure or arbitration procedure shall be made retroactive prior to the date of the occurrence which resulted in the grievance being filed. This Clause shall not prevent the adjustment of pay caused by clerical errors in computation.
- 12.8 Where no answer is given to the grievor(s) within the time limit specified in the grievance procedure, the grievor(s) shall be entitled to submit the grievance to the next step of the grievance procedure.

- 12.9 Working day as used in this Article and Articles 13 and 14, shall mean a day other than Saturday, Sunday or a specified holiday.
- 12.10 A grievance that is not submitted to the next step within the time limits shall be deemed to be settled and disposition shall be as per the reply given at the preceding step.
- 12.11 All time limits in the grievance and arbitration procedures may be extended upon mutual agreement of the parties.
- 12.12 Records of discipline will be removed from the nurse's file after eighteen (18) months provided the nurse's record has been discipline-free for that same period. **Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) month period noted above.**
- 12.13 Letters of counsel will be removed from the nurse's file after eighteen (18) months provided the nurse's performance issues referenced in the letter have improved during that period.
- 12.14 Where more than two (2) employees have a common complaint, it may be processed as a group grievance which shall commence within nine (9) working days after the circumstances giving rise to the complaint have occurred. Step 1 will be by passed in a group grievance.

## **ARTICLE 13 – SUSPENSION AND DISCHARGE**

- 13.1 Should the Employer suspend or discharge a nurse, notification to such nurse shall be in writing with reasons given for such action and shall be made in the presence of an Union member. If the nurse refuses a meeting with

the Employer, or the presence of an Union member, notice of the discharge and/or suspension, shall be forwarded to the nurse by registered or certified mail to the last known address on file with the personnel office, with a copy to the Bargaining Unit President. In cases where a nurse is discharged verbally, the above notification will still be sent to the nurse for verification purposes.

- 13.2 A claim by nurses, other than a temporary nurse as defined in 23.1 a), that they have been unjustly discharged, shall be treated as a grievance if a written statement of such grievance is lodged at Step No. 3 of the grievance procedure within five (5) working days after the nurse ceases to work for the Employer, and the first and second steps of the grievance procedure will be omitted in any such case. Such special grievance may be settled under the grievance and arbitration procedures by:
- (a) confirming the Employer's action in dismissing the nurse; or
  - (b) reinstating the nurse with full compensation and seniority for the time lost; or
  - (c) by any other arrangement which is just, in the opinion of the parties, or the arbitration board if appointed.
- 13.3 A claim by nurses with seniority that they have been unjustly suspended shall be treated as a grievance if a written statement of such grievance is lodged at Step No. 2 of the grievance procedure within five (5) working days after notification of the suspension has been received.
- 13.4 (a) At the time formal discipline is imposed or at any stage of the grievance procedure, a nurse is entitled

to be represented by her nurse representative, (as defined in Article 4.1).

The nurse shall be advised of this right prior to the imposition of any discipline.

- (b) The Employer agrees that where an employee is required to attend an investigation meeting with the Employer that may lead to disciplinary action for that employee, the employee will be informed of the purpose of the meeting in advance.

## **ARTICLE 14 – ARBITRATION**

- 14.1 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, administration or alleged violation of this agreement which cannot be settled after exhausting the grievance procedure, shall be settled by arbitration as defined in the Ontario Labour Relations Act. It is understood that any question as to whether a matter is arbitrable may also become the subject for arbitration.
- 14.2 No person shall be selected as a member of an arbitration board who has been involved in the negotiation of the Collective Agreement or in an attempt to settle the grievance in issue.
- 14.3 Within fifteen (15) work days of the receipt of notice referred to in Article 12.4, either party may submit the grievance to arbitration. The parties agree to use a sole arbitrator in most circumstances, but reserve the right to use an arbitration board for discipline and termination grievances.

Each of the parties to this agreement will bear all the expenses of the nominee appointed by it; and the parties

will jointly bear the expense, if any, of the chairperson. A list of approved arbitrators is attached as Schedule C.

- 14.4 All references in Article 14 to an Arbitration Board shall be taken to include a sole arbitrator.
- 14.5 The time limits fixed in both grievance and arbitration procedures may be extended only by mutual consent in writing of the parties to this agreement.
- 14.6 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the nurse(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 14.7 The sole arbitrator shall have the power to mediate/arbitrate the grievance, if the parties have provided prior written mutual consent. The sole arbitrator shall also have the power to impose a settlement in accordance with Article 14.8.
- 14.8 The decision of the Board of Arbitration, or a majority thereof, shall be binding on both parties. The Board of Arbitration shall not have any power to alter, modify, amend or change any of the provisions in the agreement, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and contents of this agreement.
- 14.9 It is agreed that a representative of the Ontario Nurses' Association may be present at all stages of the grievance and arbitration procedures if requested by either party.

## **ARTICLE 15 – PAID HOLIDAYS – FULL-TIME**

15.1 The following shall be recognized as paid holidays with respect to full-time nurses:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

15.2 In order to qualify for payment for specified holidays, nurses must work their scheduled working day immediately prior to and following the holiday except in the following circumstances; where absence on either or both of the said qualifying working day is with prior written permission or due to illness verified by doctor's certificate. For the purpose of this clause a paid absence shall be treated as time worked.

15.3 (a) A full-time nurse who is scheduled to work on a paid holiday shall receive premium pay for all hours worked at the rate of time and one-half (1½) at the nurse's regular rate and shall be given a day off with pay and said pay shall be at the regular rate of pay times the number of hours actually worked, in lieu of such holiday.

The scheduling of holidays worked and lieu days shall be by mutual consent.

Requests for specific holidays or lieu days shall not be unreasonably denied.

(b) Where a nurse works overtime or additional hours following the nurse's full tour on a holiday, the nurse

shall be paid two (2) times the nurse's regular rate of pay for such additional time of work.

- (c) Upon exhaustion of the normal call-in procedure, if a fulltime nurse is called in and required to work on a Paid Holiday, the nurse shall receive two (2) times her regular straight time hourly rate.

- 15.4 Nurses who are absent on a paid holiday for which they are scheduled to work shall forfeit their paid lieu day off unless such absence is due to illness certified by a doctor's certificate. For the purpose of this clause a paid absence shall be treated as time worked.
- 15.5 In the event of a paid holiday falling within a nurse's vacation period, such nurse shall be granted an additional day of vacation at a time mutually agreed upon.
- 15.6 A nurse who is scheduled off in recognition of the holiday on the actual day of the specified holiday shall, if called in, receive the nurse's regular day's pay for the holiday and in addition shall receive time and one half (1½) the nurse's regular rate for all hours worked with a minimum of three (3) hours pay.
- 15.7 When any of the specified holidays in this Article fall on a nurse's scheduled day off, the nurse shall receive another day off with pay at a time mutually agreed upon between the nurse and the Employer.
- 15.8 "Holiday pay" shall be defined as the amount of straight time pay exclusive of shift premium which a nurse would have received if the nurse had worked the scheduled tour of work.

- 15.9 The Employer shall endeavour to schedule paid holidays or lieu days off in conjunction with other scheduled days off.
- 15.10 Only those nurses who work a shift, the greater part of which falls on a holiday, shall be deemed to have worked on the holiday for the purposes of paid holidays. This clause shall also apply in the same manner on a nurse's scheduled day off, in lieu of a holiday.
- 15.11 Nurses may accumulate up to five (5) days in lieu of paid holidays to be taken consecutively at a mutually agreeable time. Such lieu days must be taken not later than March 1st of the year following the holiday. In the event that the nurse has not taken a lieu day off by March 1st of the following year, she shall be paid a regular day's pay and forfeit the lieu day.

## **ARTICLE 16 – PAID HOLIDAYS – FULL-TIME**

- 16.1 For the purpose of calculating vacations and eligibility, the fiscal year shall be June 1st of any year to May 31st of the following year.
- 16.2 Eligibility for paid vacations shall be determined on June 1st in each year, and shall be on the following basis;

### Length of Service

Less than one (1) continuous year of service as of May 31<sup>st</sup>.

### Vacation Entitlement

One and one quarter (1¼) days per completed calendar month of service.

One (1) year of continuous service but less than three (3) years continuous service as of May 31 <sup>st</sup> .	Three (3) weeks.
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Three (3) years continuous service but less than thirteen (13) years continuous service as of May 31 <sup>st</sup> .	Four (4) weeks.
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Thirteen (13) years continuous service but less than twenty-two (22) years continuous service as of May 31 <sup>st</sup> .	Five (5) weeks.
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Twenty-two (22) years continuous service but less than twenty-nine (29) years continuous service as of May 31 <sup>st</sup> .	Six (6) weeks.
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Twenty-nine (29) years or more of continuous service as of May 31 <sup>st</sup> .	Seven (7) weeks
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Effective May 31, 2012

Twenty-eight (28) years or more of continuous service as of May 31 <sup>st</sup> .	Seven (7) weeks
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A nurse who becomes full-time will be credited for her part-time service on the following basis, one year's service for each 1500 paid hours. Any time worked in excess of an equivalent year shall be prorated at the time of transfer with credit based on one month's service for each one hundred and twenty-five (125) paid hours since date of last hire.

- 16.3 Not more than two (2) consecutive weeks vacation may be taken at a time, during the months of June, July and August however, if the holiday(s) of another nurse(s) is not affected in any way and efficient operations can be maintained, the Employer will allow a longer vacation than two consecutive weeks during the three (3) months stipulated in this Clause.
- 16.4 Subject to regulations of the Employment Standards Act, vacations must be taken within the twelve (12) month period following the June 1st eligibility date and shall not be accumulated.
- 16.5 (a) Vacations will be scheduled at such time of the year as is found most suitable considering both the wishes of the nurse and the Employer; however, they will be scheduled in such a manner as to provide a fair distribution of the number of nurses absent at any one time. Request for vacation shall not be unreasonably denied provided efficient operations can be maintained as determined by Management.
- (b) Nurses with greater seniority will have first choice of vacation dates providing the requests for vacation time are submitted by April 1st for the period June 1st. This procedure is to allow the vacation approvals to be communicated no later than May 1st.
- (c) Vacation requests not received by April 1st, may be submitted at least two (2) weeks in advance, and such vacation will be granted on a first come, first served basis in keeping with staffing requirements and the remaining time slots.

- (d) Requests for vacation for periods of less than five (5) days may be granted upon provision of one (1) week's notice on a request form. Requests on shorter notice may be granted upon mutual agreement of the nurse and the Resident Care Coordinator.
- (e) Vacation quotas shall only include members of this bargaining unit and shall not be unreasonable.

16.6 Vacations may be scheduled over the two (2) weeks of Christmas and New Year's; however, the vacation quotas may be reduced during these weeks to facilitate the Christmas schedule in Article 24.19.

16.7 On termination, a nurse shall be paid any vacation credits calculated on the basis of the nurse's vacation entitlement, i.e. 6%, 8%, 10%, 12%, 14%.

16.8 If a nurse works or receives paid leave for less than 1500 hours in the vacation year the nurse will receive vacation pay based on a percentage of her gross salary for work performed, on the following basis:

- 3 week entitlement – 6%
- 4 week entitlement – 8%
- 5 week entitlement – 10%
- 6 week entitlement – 12%
- 7 week entitlement – 14%

Note: For the purposes of this agreement, gross salary shall be defined as all earnings of a nurse during the vacation year.

16.9 All part-time nurses shall be entitled to vacation pay in accordance with Article 16.2 and 16.8. Vacation pay for both temporary and part-time nurses shall be calculated

and paid on each pay cheque and based upon the percentage of gross earnings.

- 16.10 (a) Nurses shall be entitled to the weekend off prior to commencement 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 unless already scheduled.
- 16.11 In the event a nurse suffers a certifiable personal illness or injury while on vacation prior to the start of the scheduled vacation, the period of vacation during which the nurse was incapacitated may be transferred to sick leave at the nurse's request. Vacation for equivalent time may be taken at another mutually agreed upon time provided all of the following conditions are met:
- (a) the nurse has sick credits, and;
- (b) the nurse requests the transfer in writing to the **Commissioner, Human Resources** or designate within seven (7) work days of return to duty, and;
- (c) this request is supported by a medical certificate which shows the start and end dates of the illness and that the nurse was under the physician's care.
- 16.12 Nurses who have been absent without pay for any reasons for more than thirty (30) work days in the vacation eligibility, shall receive a pro-rata reduction in their vacation pay entitlement.
- 16.13 Prior to returning from pregnancy and/or parental/adoption leave, employees shall be required to take the vacation they accrued during the leave(s) of absence to ensure they comply with Article 16.4. Such

vacation shall be taken continuous with the leave of absence.

## **ARTICLE 17 – LEAVE OF ABSENCE**

17.1 Request for leaves of absence without pay for personal reasons will be considered on an individual basis by the Director of Resident Care. Such requests will not be unreasonably withheld and requests shall be made in writing as far in advance as possible to the Director of Resident Care or designate. The Director of Resident Care or designate will reply in writing except in case of emergency.

### 17.2 Compassionate Leave

In the event of a death in the immediate family of nurses who are at their regular work, they shall be entitled to receive consecutive scheduled working days leave of absence with pay as follows, one of which must be the day of the funeral but shall not be paid for those days they were not scheduled to be at work.

- five (5) working days shall be granted in the event of the death of a mother, father or other person in loco parentis, spouse, same sex partner, child or step-child.
- three (3) working days shall be granted in the event of the death of father-in-law, mother-in-law, sister, brother, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild, **spouse's grandparent or spouse's grandchild.**
- two (2) working days shall be granted in the event of the death of a spouse's grandparent or spouse's grandchild.

Part-time nurses will be credited with service and seniority for such leave.

The Employer may, if requested by the employee, grant such additional unpaid leave of absence as is necessary.

Compassionate leave without pay may be extended and/or given in special cases other than the above.

### 17.3 Pregnancy and Parental/Adoption Leave

- (a) i) An employee will be granted pregnancy leave, upon request and certification of a medical practitioner. The leave shall be granted for any period of up to seventeen (17) weeks immediately preceding the expected date of delivery stated on the certification. Total length of pregnancy leave shall not exceed seventeen (17) weeks, except under extenuating circumstances.

An employee may return from such leave prior to a date which is six (6) weeks after the date of delivery provided that the employee is considered fit to return to full duties and is certified by a medical practitioner. Notice of said return to work must be provided at least two (2) weeks in advance of the date of return.

An employee returning from leave shall be reinstated in the employee's previous position and work location and shift, at a rate of pay not less than that which the employee was receiving at the time of the beginning of the leave of absence.

Employees shall continue to accumulate seniority and service benefits during said pregnancy leave. The Employer shall continue to pay the premium for all applicable benefits (does not include OMERS) during the pregnancy leave. The Employer contribution to OMERS will be continued unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions.

- ii) Pregnancy leave with pay shall be granted subject to the following conditions:

A nurse shall be entitled to seventeen (17) weeks of paid leave provided she requests such leave two (2) weeks in advance of the expected date of commencing leave. The Employer shall pay the first two (2) weeks of leave at eighty (80%) of their current weekly earnings.

Effective date of ratification, a nurse shall be entitled to seventeen (17) weeks of paid leave provided she requests such leave two (2) weeks in advance of the expected date of commencing leave. The Employer shall pay the first two (2) weeks of leave at eighty-four (84%) of their current weekly earnings.

The fifteen (15) week entitlement under E.I. shall be topped by the Employer so that the nurse receives eighty percent (80%) of her current weekly earnings. (Current weekly earnings includes paid leaves and in the case of part-time nurses, percent in lieu).

Effective date of ratification, November 14, 2011, the fifteen (15) week entitlement under E.I. shall be topped by the Employer so that the nurse receives eighty-four percent (84%) of her current weekly earnings. (Current weekly earnings includes paid leaves and in the case of part-time nurses, percent in lieu).

(b) Parental/Adoption Leave

i) An employee will be granted parental leave for a period up to and including thirty-five (35) weeks if pregnancy leave taken, or thirty-seven (37) weeks if pregnancy leave was not taken, upon request and verification of:

A) The birth of the employee's child;

or

B) The coming of a child into the custody, care and control of the parent for the first time.

Parent is defined as a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.

Parental leave must begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The employee must provide the Employer with at least two (2) weeks written notice of the date the leave is to begin.

Employees shall continue to accumulate seniority and service benefits during the parental leave. The Employer shall continue to pay the premium for all applicable benefits (does not include OMERS) during the parental leave. The Employer contribution to OMERS will be continued unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions.

An employee who is prevented from returning to work by reason of personal illness at the end of parental leave shall then be considered to be on leave of absence due to illness.

- ii) Parental/Adoption leave with pay shall be granted subject to the following conditions:

A nurse shall be entitled to thirty-five (35) weeks if pregnancy leave taken, or thirty-seven (37) weeks if pregnancy leave was not taken, of paid leave provided she requests such leave two (2) weeks in advance of the expected date of commencing leave.

The twelve (12) week entitlement under E.I. shall be topped by the Employer so that the

nurse receives eighty percent (80%) of her current weekly earnings. (Current weekly earnings includes paid leaves and in the case of part-time nurses, percent in lieu).

Effective date of ratification, November 14, 2011, the twelve (12) week entitlement under E.I. shall be topped by the Employer so that the nurse receives eighty-four percent (84%) of her current weekly earnings. (Current weekly earnings includes paid leaves and in the case of part-time nurses, percent in lieu).

- 17.4 Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer, to nurses to attend Union business, provided such leave of absence does not interfere with efficient operation. Such time shall not exceed a total of fifty (50) working days in any calendar year and not more than two (2) nurses shall be permitted to be absent at any one time. Such requests shall be made in writing to the Director of Resident Care as far in advance as possible and shall contain the names of the appointed nurses, plus the dates of the meeting.

17.5 A nurse who takes other gainful employment during absence from work due to illness, injury or authorized leave of absence, shall be deemed to have voluntarily quit her employment unless the nurse has prior written permission from the Employer to take other employment.

17.6 Jury & Witness Duty

Nurses who are required to serve as jurors or witnesses in any court or at a coroner's inquest, or is required to attend as a witness in a court proceeding in which the crown is a party shall not lose regular pay because of such attendance and shall be granted leave of absence for this purpose.

Nurses who are required to appear at a hearing at the College of Nurses of Ontario with respect to Sunnyside Home where the nurse is not under investigation or testifying on behalf of someone under investigation, shall not lose regular pay because of such attendance and shall be granted leave of absence for this purpose.

Such leave shall not constitute a break in service for the calculation of seniority, vacation accrual or sick leave credits. Upon completion of the nurse's jury or witness service, such nurse shall present to the Director of Resident Care a certificate satisfactory to the Employer showing the period of such service.

Such nurse will be paid the nurse's full salary for the period of such jury or witness service provided the nurse shall deposit with the **Director Seniors' Services** the full amount of compensation received, excluding mileage and travelling expense.

A nurse shall not be required to attend work on those days on which the nurse is fulfilling the above commitment.

A nurse working night shift shall be entitled to one scheduled tour off, either the night immediately prior to, or the night of the day of service.

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

A nurse who is elected to the office of the President, of the Ontario Nurses' Association shall be granted, upon request, leave of absence without loss of seniority and benefits up to four (4) years. 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 contribution to benefits. At the end of the leave of absence, any employee that was hired or placed as substitute for the nurse on such absence may be terminated or laid off by the Employer, or be transferred to the nurse's previous position if the substitution was a transfer. If a layoff is required as a result of this leave and an agreement is in place regarding Voluntary Exit Option (VEO), a VEO will not be offered.

The Provincial President will notify the Employer at the earliest possible date in the year of her intent to return in order to facilitate the layoff requirements of the collective agreement.

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

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 leave of absence without pay up to a total of one hundred and fifty (150) working days annually. There shall be no loss of seniority for the purpose of salary advancement and vacation entitlement or other purposes during such leave of absence. Leave of absence for board members of the Ontario Nurses' Association will be separate from the Union leave provided for in Article 17.4 of this Agreement. At the end of the leave of absence, any employee that was hired or placed as substitute for the nurse on such absence may be terminated or laid off by the Employer, or be transferred to the nurse's previous position if the substitution was a transfer. If a layoff is required as a result of this leave and an agreement is in place regarding Voluntary Exit Option (VEO), a VEO will not be offered.

17.8 Subject to the approval of the Employer nurses may be granted permission to attend educational courses or seminars required by the Employer. In such approved cases, the Employer shall maintain the nurse's salary and shall pay such travel and living expenses as required in accordance with the Employer's per diem and travel expense policies. The Employer shall prepay such registration fees as required.

17.9 Family Medical Leave

(a) A nurse is entitled to family medical leave of up to eight (8) weeks in accordance with the provisions of the *Employment Standards Act*.

- (b) A nurse shall advise the Employer as far in advance as possible with respect to the leave of absence.
- (c) The nurse shall be reinstated to her or his former position, unless that position has been discontinued, in which case the nurse shall be given a comparable job.

**17.10 Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence for a period of twelve (12) months may be granted to such employee selected for a secondment or temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond an additional twelve (12) months. There shall be no loss or accumulation of service or seniority for an employee deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.**

## **ARTICLE 18 – SICK LEAVE PLAN – FULL-TIME**

- 18.1 A record of all unused illness allowance will be kept by the Employer and by March 1st of each year, a statement of the amount of illness allowance accumulated by each full-time nurse as of the preceding December 31st, will be provided to each nurse.
- 18.2 Nurses may be required to provide medical proof of illness from an attending physician for any absence of scheduled shifts, which is neither vacation nor an

approved leave of absence. It is agreed and understood that such requests will not be unreasonable or arbitrary.

- 18.3 Full-time nurses shall be entitled to paid sick leave as provided by the Region's By-law #98-026.
- 18.4 By-law 98-026 provides for accumulation of sick leave credits at the rate of one and one half (1½) days per month of completed service.
- 18.5 Service for this purpose does not include unpaid leaves of absence, including unpaid sick leave exceeding thirty (30) days. All nurses hired prior to November 15, 2000 shall on termination due to death or normal retirement or on termination for any other cause after five (5) years of service, one half (½) the nurse's unpaid credits are paid for to a maximum of one half (½) a year's pay.
- 18.6 (a) In all cases in this Collective Agreement where a medical certificate is required, the certificate must be submitted to the Employer prior to the end of the pay period following the pay period in which the illness occurred that necessitated the certificate.
- (b) If the Employer requires the employee to obtain a medical certificate for the purposes of attendance management or a return to work program, the Employer shall pay the full cost of obtaining the certificate.
- 18.7 A nurse who is absent from duties by reason of illness, injury, or accident, must furnish a medical certificate signed by a duly qualified medical practitioner (including chiropractor, dentist or psychologist), to the nurse's supervisor prior to returning to work, if either or both of the following situations are evident:

- (a) The absence, regardless of reason, is for a continuous period in excess of twenty-one (21) calendar days.
- (b) Subject to Clause 18.2, the absence results from an accident causing injury to any part of the body.

The required medical certificate must attest to the ability of the nurse to return to regular duties or to modified work with specific restrictions. If modified work is required, the nurse will be eligible for accommodation in available work in accordance with the Region's Accommodation of Special Needs Policy, the Ontario Human Rights Code and the Workplace Safety and Insurance Act.

18.8 Nurses with accumulated sick leave credits may, following an extended illness in excess of 21 calendar days, use their accumulated sick leave credits to ease their return to regular duties, and subject to the following mandatory conditions:

- (a) The request must be in writing to the **Director Seniors' Services** of the Home, with appropriate supporting written certification from their physician.
- (b) Written approval must be obtained from the **Director Seniors' Services** of the Home or designate, prior to the nurse returning to duty.
- (c) The maximum period of time that this can be utilized, is twenty (20) consecutive working days contained within a four (4) week period or the expiry of accumulated sick leave credits, whichever first occurs.

18.9 Employees are entitled to use up to five (5) days of accumulated sick leave per calendar year to attend to

family illness. 'Family' is defined as set out in the employer's present Family Medical Leave Policy so as to include spouse (common law and same sex), child, stepchild, foster child, parent, stepparent and foster parent.

## **ARTICLE 19 – HEALTH AND WELFARE BENEFITS**

- 19.1 (a) The Employer will pay one hundred percent (100%) of the cost of the following benefits for properly enrolled nurses, provided these plans continue to be available and subject to the terms and conditions of such plans:
- i) Ontario Health Insurance Plan (OHIP).
  - ii) Group Life Insurance Plan – equivalent to two (2) times annual earnings to nearest one thousand dollars (\$1,000.00) that is higher to a maximum of \$200,000.
- (b) The Employer will pay seventy-five percent (75%) of the cost of the following benefits, and the nurse will pay twenty-five percent (25%) for properly enrolled nurses, provided these plans continue to be available and subject to the terms and conditions of such plans. The cost shall be collected monthly through payroll deduction.

- i) Extended Health Care Plan

Drug Plan: excludes "over the counter" drugs.

Employees will be issued pay direct cards for the purchase of prescription drugs, covered by the present policy. Along with the issuing of the cards, the parties agree to automatic

substitution of generic prescription drugs, unless the brand name drug is prescribed by the physician, where generic substitutions are available. A pharmacy dispensing fee cap of \$10.00 per prescription shall apply on all prescriptions.

Effective March 31, 2010, Vision Care (eye glasses) – maximum \$425.00 per person once in every two (2) consecutive calendar years. Laser, or other corrective surgery/procedure, shall be included in the overall vision maximum allowance. In addition, the plan will provide for payment of up to \$80.00 every two (2) years, or annually if medically required, for eye examinations.

Effective 2012, Vision Care (eye glasses) – maximum \$450.00 per person once in every two (2) consecutive calendar years. Laser, or other corrective surgery/procedure, shall be included in the overall vision maximum allowance. In addition, the plan will provide an eye examination every two (2) years, or annually if medically required, for eye examinations.

Effective December 15, 2007, Hearing Aids prescribed by an otolaryngologist, to a maximum of \$1,500.00 once in every three (3) consecutive calendar years.

Effective 2012, Hearing Aids prescribed by an otolaryngologist, to a maximum of \$1,750 once in every three (3) consecutive calendar years.

Effective March 31, 2010, Massage Therapy treatments to \$1,500.00 per year maximum per person.

Effective December 15, 2007, Physiotherapy treatments to \$2,250.00 per year maximum per person.

Effective March 31, 2010, Chiropractic – increase to \$400.00 per year maximum per person.

Effective April 7, 2015, orthopedics to \$250.00 per calendar year maximum per person.

- ii) Long Term Disability Plan that pays sixty-six and two-thirds (66 2/3%) of a nurse's normal monthly salary if the nurse is incapable of performing any kind of work because of illness etc. after a seventeen (17) week (one hundred and nineteen (119) calendar days) waiting period or when her sick leave credits are exhausted whichever is the greater.

Footnote: The Employment Insurance Commission allows the Employer a credit against premiums because of the Region's sick leave plan, and it has been agreed that this credit, as it applies to nurses in this unit, is to be used to delete the deductibles of \$10.00 and \$20.00 from the Extended Health Care Plan.

- iii) Effective the first of the month following the mutual signing of this Collective Agreement, the Employer will provide a basic preventative dental plan based on the constantly maintained current O.D.A. fee schedule. Dental recall

every nine (9) months for adults with 10 periodontic units.

Orthodontal services will be included in the above dental plan. This will provide coverage on the basis of fifty percent (50%) of the cost of orthodontal services to a lifetime maximum of two thousand (2000.00) per person.

Coverage will include major restorative treatment including implants. This will provide coverage on the basis of 50% of the cost of services to a lifetime maximum of three thousand dollars (\$3,000.00).

- (c) All permanent full-time nurses will immediately enrol in the Ontario Municipal Employees Retirement System (OMERS). Temporary and part-time nurses may enrol provided that they meet the criteria for enrolment. Employees enrolled in OMERS are required to remain as participants in accordance with Federal and Provincial legislation. Contributions to the OMERS plan are in accordance with the rules and regulations of the plan as amended from time to time.

19.2 It is agreed that the Employer will maintain an employee's Health and Welfare program for sixty (60) calendar days while the employee is on leave of absence for any reason, and for the duration of the entire absence if the employee is on Pregnancy or Parental Leave or is in receipt of sick leave, L.T.D. (subject to the two (2) year maximum), or W.S.I.B. benefits. Thereafter, the Employer will continue to maintain the program with the employee repaying the Employer for the fourth and succeeding months, and that any financial arrangement made between the Home and

employee will cease and coverage will be lost if payments are not made as arranged.

- 19.3 Subject to the regulations of the carrier(s), nurses may make arrangements with the Employer to continue benefits with the nurse paying 100% of all such premiums and provided the Employer is reimbursed as per the arrangements agreed to or else the benefits will be terminated.
- 19.4 If a nurse is entitled to receive Worker's Compensation, she may choose to turn over to the Employer all monies received for such compensation, in which case the Employer will continue to pay said nurse full salary, taking the difference between compensation payment and full salary from the nurse's accumulated illness allowance credit on the basis of three quarters (3/4) of an hour for each day until such credit is exhausted, after which time the nurse will receive only compensation payments.
- 19.5 The Region may change carriers provided that the benefits will at least be equivalent to those now in effect. This does not apply to O.H.I.P. or to any other plan mandated by law.
- 19.6 The Employer shall provide each nurse with information booklets outlining all of the current provisions in the benefit plans.
- 19.7 The Region will extend seventy-five percent (75%) Employer and twenty-five percent (25%) employee paid retiree paid benefits in accordance with Article 19 to full-time employees who are age 55 to 65 and who retire under the terms and conditions of the OMERS early retirement plan.

## **ARTICLE 20 – MISCELLANEOUS**

- 20.1 The Employer shall provide a bulletin board for the use of the Union.
- 20.2 A copy of this agreement in mutually suitable form will be issued by the Employer to each nurse now employed and as employed. Costs will be born by the Employer. This applies when the copy is made by the Region using its own equipment. If printed by another source, the costs will be jointly shared by the Union and the Employer.
- 20.3 The Employer may grant permission to the Union to hold meetings on the Home's premises.
- 20.4 When the Home requires employees to wear uniforms (including footwear), the required uniforms will meet the standards of the Home, as published reasonably in advance, in respect to style and colour, and the allowance shall be paid as follows:
- (a) To each full-time employee required to a wear a uniform, provided the employee has been in the service of the Home for at least twenty (20) working days at the date of payment, the amount of one hundred and ten (\$110.00) dollars per year payable in October of each year.
  - (b) To each regular part-time or casual part-time employee required to wear a uniform, the Employer shall pay a uniform allowance of five point six (5.6¢) cents per hour worked, in October of each year, provided the employee has been in the service of the Home for at least one hundred and fifty (150) hours worked.

20.5 The parties agree that influenza vaccinations may be beneficial for residents and nurses, and therefore all nurses are strongly encouraged to be vaccinated or take prescribed anti-viral medication. 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 the vaccine 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 Home recognizes that nurses have the right to refuse any required vaccination.
- (d) If a nurse refuses to take the vaccine or anti-viral medications 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) During an outbreak, if a nurse is unable to take the vaccine because the nurse has provided documentation that it is medically contra-indicated, the nurse is required to take prescribed anti-viral medication as directed by their physician.

If the nurse has provided documentation that they are unable to take anti viral medication as it is medically contra indicated, she or he will be reassigned during the outbreak period, unless reassignment is not possible.

- (f) If a nurse gets sick following the vaccination, and chooses to apply for WSIB, the Employer will not oppose the claim.
- (g) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

## **ARTICLE 21 – TERMINATION OF EMPLOYMENT**

21.1 Except in extenuating circumstances, full-time and regular part-time nurses shall give not less than four (4) calendar week's written notice of resignation.

The Employer shall give nurses, other than probationary nurses, not less than four (4) calendar weeks written notice of termination of employment, or pay in lieu thereof except in the case of discharge for cause not reversed through the grievance procedure. The written notice shall give the reason for such termination.

21.2 Upon written request, the Employer will provide to each employee upon termination of employment a letter detailing her or his employment dates and length of service.

## **ARTICLE 22 – TEMPORARY, REGULAR PART-TIME AND CASUAL PART-TIME NURSES**

- 22.1 (a) A temporary nurse is a nurse who has been hired to work the regular number of hours each week, but for a specified period of time of ten (10) continuous months or less, or the length of the maternity/parental leave causing the temporary vacancy. Any nurse retained for a period of more than ten (10) continuous months, or the length of the maternity/parental leave causing the temporary vacancy, shall automatically be posted to the permanent staff and shall be credited with seniority standing from the date of the nurse's last employment.
- (b) Newly hired temporary nurses will not have recourse to the grievance or arbitration procedures when their temporary employment is terminated at the end of the temporary term for which they were hired, or upon the return to duty of the nurse(s) they were hired to replace temporarily.
- 22.2 The Employer will recognize two (2) classifications of part-time nurses: regular and casual. Each nurse shall elect in writing the nurse's part-time category for the term of the agreement in accordance with the following definitions:

### **Regular Part-time Nurse**

- (a) The regular part-time nurse must be available as required by the Employer to work at least ten (10) calendar months of the year which must include December and July or December and August, and

the nurse's commitment will include the following conditions if required by the Employer.

- i) At least every other weekend.
  - ii) At least four (4) days worked per two (2) week period. For this purpose, a week is defined as being from Sunday to Saturday.
  - iii) At least one of the Christmas period or the New Year's period. The Christmas period will be a period of up to five (5) consecutive days that encompasses Christmas Eve, Christmas Day and Boxing Day. The New Year's period will be a period of up to five (5) consecutive days that encompasses New Year's Eve and New Year's Day.
  - iv) Work a minimum of four (4) additional recognized holidays during the year.
  - v) Submit availability two (2) weeks prior to the posting of the schedule.
- (b) All other part-time nurses shall be casual part-time and must submit their monthly availability by the 1st of each month.
  - (c) Where a nurse desires a change of category, the nurse must place the nurse's request for transfer in writing to the Director of Resident Care.
  - (d) A casual part-time nurse who accepts a temporary full or part-time assignment shall be required to fulfil all scheduling requirements of the full or part-time position during the term of the assignment.

### 22.3 (a) Additional single tours or part tours

Regular part-time nurses (including time sharers and the RAI Coordinators) will be scheduled for extra tours rotationally first by availability, equitability and then by seniority over the two-week pay period.

Where no Regular part-time is available to work, casual part-time nurses will be offered tours rotationally by seniority.

The parties agree to keep the number of part tours to a minimum.

### (b) Vacation, Bereavement, Sick Relief or any other absence of one weeks' duration but less than four months

Regular part-time nurses will be offered one (1) week of tours at a time rotationally by seniority. If tours are not able to be scheduled a week at a time then tours will be offered as per (a) above.

### (c) If tours are not able to be scheduled as per (a) and (b) above without incurring premium payment, then premium tours will be offered first to regular part-time nurses rotationally in order of least hours within the pay period and when equal by seniority providing that by working that overtime tour, the subsequent tour will not attract a premium. If regular part-time nurses are not available then overtime will be offered to full-time nurses in order of seniority.

### 22.4 Regular part-time and casual part-time nurses shall not be eligible for participation in any employee benefit plans specified in this agreement except as otherwise provided or required by statute.

- 22.5 (a) Vacations will be scheduled at such time of the year as is found most suitable considering both the wishes of the nurse and the Employer; however, they will be scheduled in such a manner as to provide a fair distribution of the number of nurses absent at any one time.

Where a nurse's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into their scheduled vacation period, the nurse may submit a subsequent vacation request.

- (b) Nurses with greater seniority will have first choice of vacation dates providing the requests for vacation time are submitted by April 1st for the period June 1st. This procedure is to allow the vacation approvals to be communicated no later than May 1<sup>st</sup>.
- (c) Vacation requests not received by April 1st, may be submitted at least two (2) weeks in advance, and such vacation will be granted on a first come, first served basis in keeping with staffing requirements and the remaining time slots.
- (d) Requests for vacation for periods of less than five (5) days may be granted upon provision of one (1) week's notice on a request form. Requests on shorter notice may be granted upon mutual agreement of the nurse and the Resident Care Coordinator.
- (e) Vacation quotas shall only include members of this bargaining unit and shall not be unreasonable.
- (f) Vacation pay shall be based upon the applicable percentage of gross earnings provided in accordance with the vacation entitlement of full-time

nurses. It being understood that 1500 hours shall constitute one (1) year of service. In addition to vacation pay, part-time nurses shall be entitled to receive the corresponding time off for vacation purposes.

3 week entitlement – 6%  
 4 week entitlement – 8%  
 5 week entitlement – 10%  
 6 week entitlement – 12%  
 7 week entitlement – 14%

- (g) A full-time nurse who becomes part-time will be credited for her full-time service based on the years worked since her date of last hire prorated to include all completed months of work. Any vacation accrued but not taken as a full-time nurse shall be paid out on the next regular pay after the transfer to part-time.

- 22.6 (a) Regular part-time and casual part-time nurses shall be paid double time and one half (2½) of their regular straight time pay for working on any of the following holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

It is understood that such payment of double time and one half (2½) for work on the above-named holidays shall include any holiday pay to which the employee may be entitled under the Employment Standards Act. The nurse shall continue to receive

the above holiday premium rate for any overtime or additional hours worked following the nurse's full tour on a holiday.

(b) A part-time nurse who is not scheduled to work on a paid holiday as set out in Article 15.1 shall receive a day's pay at the nurse's regular rate of pay provided. For clarification of this article a day's pay is 7.5 hours

i) The nurse has earned wages on at least ten (10) days during the four (4) workweeks immediately preceding the holiday. For clarity the four (4) workweeks will be counted backwards from the Saturday immediately preceding the week in which the public holiday falls.

ii) Works the scheduled shift preceding and following the holiday except in the following circumstances:

A) where absence on either or both of the said qualifying scheduled shift is with prior written permission; or

B) due to illness certified by doctor's certificate.

For purposes of this clause a paid absence shall be treated as time worked.

(c) When a part-time nurse is scheduled to work the Saturday and Sunday of a holiday weekend, the nurse will also be scheduled to work the holiday, if required.

- 22.7 (a) Article 17.6 jury or witness duty shall apply to part-time nurses, including casual part-time who are pre-booked, when they are scheduled to work.
- (b) Article 17.2 compassionate leave shall apply to part-time nurses when they are scheduled to work.

## **ARTICLE 23 – SALARIES**

- 23.1 Classifications and salary rates as set forth in Schedule "A" which is attached hereto and forms a part of this Collective Agreement.
- 23.2 In the event that a new or changed occupational classification is decided upon by the Employer as necessary to its operation then the work, the position title and the salary rate shall first be determined and acted upon by the Employer for the purpose of assigning a nurse and proceeding with the task to be then performed. The Employer shall, within three (3) working days thereafter, notify the Union by registered mail of the action taken. If no formal protest is lodged in writing to the Employer by the Union within one (1) month of the date of such notice, the new or changed occupational classification shall be deemed to have become a modification of Schedule "A" of this agreement. In the event that a formal protest is made by the Union, the parties shall arrange for a meeting for the purpose of endeavouring to resolve any differences. If such differences between the parties are not resolved by this means, then the dispute may be submitted to arbitration in the same manner as a grievance.
- 23.3 There will be two (2) responsibility premiums which will not pyramid.

- (a) In the absence of the Director of Resident Care or the Resident Care Co-ordinator and Team Leader, the Employer **may** designate **the most senior** Registered Nurse the responsibility of being "in charge" and shall pay a premium of **one dollar ninety-five (\$1.95)** for each **hour** so designated. **If a Team Leader is working an overtime shift at the rate of a Registered nurse the Team Leader shall receive the premium pay for this provision.**
- (b) Effective July 1, 2002, a nurse shall receive time and one-half (1 1/2) per hour while the nurse is the only registered nurse working in the Home.

## **ARTICLE 24 – HOURS OF WORK**

24.1 The Employer does not guarantee to provide employment or work for normal hours or for any other hours.

24.2 (a) The normal hours of work shall be an average of thirty-seven and one half (37½) hours per week, consisting of seven and one half (7½) hours per shift, exclusive of the one half (½) hour unpaid meal period. Such hours shall be worked in accordance with shift schedules as determined by the Employer.

(b) The start and finish times of the present shifts are the following:

Days	0700 – 1500 hours
Evenings	1500 – 2300 hours
Nights	2300 – 0700 hours

Management and Union shall discuss any proposed changes to start and finish time prior to implementation.

- 24.3 (a) When a nurse is required to work more than seven and one half (7½) hours in any one day or more than seventy-five hours (75) in any pay period, a nurse will be compensated for working such additional hours at the rate of time and one half (1 1/2) of normal straight time pay, or if the nurse requests and the Director of Resident Care approves, compensating time off.
- (b) Subject to (iii) below, the maximum amount of compensating time off which may be accumulated is thirty-seven and one-half (37.5) hours at any given time. Any overtime worked in excess of the maximum shall be paid out to the nurse.
- (c) Compensating time remaining in a nurse's bank as of October 1st of each year shall be provided in writing to the nurse. The nurse shall use the compensating time before December 15th, at which point the remaining time, and any lieu time earned between that date and December 31st will be paid out.
- 24.4 No overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work at the end of his/her normal shift. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal shift.
- 24.5 A rest period of fifteen (15) minutes will be granted during each half of the shift.
- 24.6 A nurse will not be laid off during the normally scheduled hours of such nurse for the sole purpose of avoiding overtime pay.

## 24.7 Time Change

Actual hours worked will be compensated at straight time rates for the shifts on which the time change occurs.

Overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change over to daylight savings time from standard time or vice versa.

## Shift and Weekend Premiums

- 24.8 (a) Effective **October 17, 2017**, a nurse will be paid a shift differential of **one dollar and ninety cents (\$1.90)** for each hour worked between 1500 hours and 2300 hours daily (evening premium) and a shift differential of **two dollars and twenty cents (\$2.20)** for each hour worked between 2300 hours and 0700 hours the next day (night premium).
- (b) Effective **October 17, 2017** nurses shall be paid a weekend premium of **two dollars and forty cents (\$2.40)** per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, with full retroactivity. This premium shall be in addition to any other premium.
- 24.9 When a nurse is recalled to work reports to work outside of her regular hours, the nurse shall be paid at time and one half (1½) her regular rate of pay with a guaranteed minimum of four (4) hours work at time and one half (1½).
- 24.10 A nurse who reports for work not having been previously notified not to report for work, at the starting time of her shift for the day, shall be given four (4) hours employment at work available or, if work is not available, four (4) hours pay at the nurse's basic straight time rate in lieu thereof.

This obligation shall not apply to the Employer when a nurse has failed to keep the Employer informed of the telephone number or address to be used for notification, or where no work is available because of any condition or situation beyond the reasonable control of the Employer.

- 24.11 Tours of duty schedules shall be posted at least two (2) weeks in advance. Requests for specified 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 to the Director of Resident Care or designate 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.

Two (2) six (6) week schedules will be posted at one time to cover the majority of July and August, by June 1<sup>st</sup>.

Should the Employer make changes in the posted times with less than forty-eight (48) hours notice, a nurse affected by such change shall be paid one and one half (1½) the nurse's basic rate only for the first shift of the new schedule. The Employer will endeavour to notify the nurse of such changed schedule at the time the change is made.

- 24.12 Normally two consecutive days off will be scheduled during each work week, however, no nurse shall be scheduled to work more than seven (7) consecutive days without consent. Four (4) days off are to be scheduled within each fourteen (14) day pay period, with at least two (2) consecutive days off. The remaining two (2) days off may be split by mutual consent or when the exigencies of the service so require.

24.13 At least sixteen (16) hours time off shall be scheduled between tours of duty. Where less than sixteen (16) hours off is scheduled, the nurse shall receive time and one-half (1½) for all hours worked on the next tour. A shorter period of time between changes of tour may be scheduled by mutual consent.

24.14 A nurse is entitled to at least one weekend off in two. Should a nurse be required to work two or more consecutive weekends, the nurse shall be paid time and one half (1½) the nurse's basic rate for all hours worked on the second and subsequent weekends worked until the nurse receives a weekend off.

The premium shall not apply if:

(a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse;

or

(b) such nurse has requested weekend work;

or

(c) such weekend is worked as the result of an exchange of shifts with another nurse;

or

(d) such nurse has accepted a call-in shift.

24.15 A nurse may request permanent evening or night work and such request may be granted at the Employer's discretion. It is understood that the Employer may require the nurse to work on day shifts for periods not to exceed four (4) weeks in all per calendar year and except in

cases of emergency, four (4) weeks notice will be given. This language will only be utilized following discussion with the Union, the affected nurse and the Employer.

24.16 Overtime, shift and premium payments shall not pyramid under any circumstances.

24.17 Nurses who are unable to assume their normal duties on any working day must notify the Employer at least two (2) hours prior to the commencement of their regular shift, except in extenuating circumstances.

24.18 The Employer will endeavour to avoid scheduling a nurse to work more than two (2) different shifts in any one (1) week period.

24.19 Holiday Season

(a) The scheduling regulations, if required, will be waived between December 15th and January 15th, so that all nurses will receive at least five (5) consecutive days off at either Christmas or New Year's, unless the nurse so declines. Nurses may request their five (5) consecutive days off to be scheduled to coincide with their religious holidays.

(b) Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve and New Year's Day.

(c) Nurses may be required to work either the Christmas or New Year's period on alternate years, as required by the Employer unless otherwise mutually agreed between the nurse and her/his supervisor.

- (d) The employer shall endeavour to post the holiday schedule at least six (6) weeks in advance of December 15th.

24.20 If an employee is required by the employer, without prior notice, to work at least four (4) hours overtime immediately following a seven and one-half hour tour, the employee will be provided with a free meal.

## **ARTICLE 25 – RETROACTIVITY**

25.1 Any employee in the employ of Sunnyside Home, including those hired since April 1, 2010, shall be entitled to retroactivity as from the date of hire. Any nurse who has left the employ of the Employer and is entitled to retroactivity will be contacted by the Employer within thirty (30) days following ratification or release of an arbitration award. The Employer's letter in this regard will advise the terminated nurse of the entitlement to apply for retroactive salary and the method by which application is to be made. All retroactivity shall be paid within eight (8) weeks following the ratification of this Memorandum of Agreement or the release of an interest board's award, whichever shall be sooner and if so paid shall not bear interest. Itemized statements of retroactivity calculations will be provided to each nurse.

NOTE: It is agreed retroactive increases will be applied toward outstanding overpayments.

## **ARTICLE 26 – DURATION**

26.1 This Agreement shall remain in force and effect from the 1st day of April, **2016** until the 31<sup>st</sup> day of March, **2018**, and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing within ninety (90) days prior to the expiry date of

this agreement of its desire to terminate or amend this agreement.

26.2 During the period of negotiation resulting from any of the provisions above, this agreement shall remain in full force and effect.

**SIGNING PAGE**

Dated at Kitchener Ontario, this 12<sup>th</sup> day of October, 2017.

**FOR THE EMPLOYER**

**FOR THE UNION**

Ken Seiling  
Regional Chair

Diane Peckham  
Labour Relations Officer

Kris Fletcher  
Regional Clerk

Marion Tschirhart  
Bargaining Unit President

Jane Albright  
Commissioner, Human  
Resources and Citizen  
Service

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

Matthew Sutcliffe  
Director, Employee Relations

\_\_\_\_\_

## **SCHEDULE A**

### **Note 1**

(a) **Temporary Full-Time, Regular and Casual Part-time**

A temporary full-time, regular part-time and casual part-time nurse shall receive the hourly rate of the full time nurse at each level of the salary grid plus thirteen percent (13%) in lieu of benefits. Part-time nurses will advance up the salary grid on the completion of each fifteen hundred (1500) hours paid.

For regular part-time and casual part-time nurses who are enrolled in OMERS, the percent in lieu shall be nine percent (9%).

(b) A full-time nurse who transfers to the part-time classification shall remain at the nurse's present level on the salary grid. Presently employed part-time nurses will continue to be placed on the grid in accordance with all their service based on the fifteen hundred (1500) paid hour formula.

(c) Part-time nurses who transfer to full-time shall remain at their present level on the salary grid.

(d) Nurses who transfer from full-time to part-time or vice versa, will be given credit for all service accumulated.

## Note 2

- (a) At the time of hiring, the Employer will credit a newly hired nurse with one (1) annual service increment for each year of service in recent and related experience up to the maximum on the salary grid. If a period of more than two (2) years has elapsed since the nurse has occupied a nursing position, then the increment shall be at the discretion of the Employer. This clause shall apply only to nurses hired after June 10, 1985.
- (b) Where the applicable accumulated years of experience is an uneven total, the accumulated experience will go to the nearest even number of years before a) above is applied.
- (c) The Employer shall confirm employment in writing at the time of hire indicating the nurse's placement on the salary grid. The nurse must advise the Employer within forty-five (45) days of the receipt of such notice, of any dispute with the grid placement and the rationale for such dispute.

## Note 3

The anniversary increment shall be paid on the anniversary date of each nurse in accordance with the terms of this Collective Agreement. If a nurse's absence without pay from the Home (excluding Pregnancy and Parental Leave) exceeds thirty (30) continuous calendar days during each twelve (12) month period (anniversary date to anniversary date), her anniversary date will be extended by the length of the excess of each such absence in excess of thirty (30) continuous calendar days.

#### Note 4

Promotion: When a full-time nurse is promoted to a higher paid occupational classification, the salary rate to be paid shall be the rate applicable to the higher paid position but for one (1) less year of service than the nurse is being paid for in the lower position held, except that when a graduate nurse becomes registered the nurse shall move directly upward into the same salary step of the registered nurse classification as held by the nurse's in the graduate classification and retroactive to the date of employment or date of writing the successful examination, whichever is the later.

**SCHEDULE A****SALARY SCHEDULE**

<b>SSH Registered Nurse [DG-A] STEP</b>	<b>Effective 1-Apr-15</b>	<b>Effective 1-Apr-16</b>	<b>Effective 1-Apr-17</b>
Start Step 1	<b>31.02</b>	<b>31.45</b>	<b>32.21</b>
Year 1 Step 2	<b>31.48</b>	<b>31.92</b>	<b>32.37</b>
Year 2 Step 3	<b>32.01</b>	<b>32.46</b>	<b>32.91</b>
Year 3 Step 4	<b>33.58</b>	<b>34.05</b>	<b>34.53</b>
Year 4 Step 5	<b>35.17</b>	<b>35.66</b>	<b>36.16</b>
Year 5 Step 6	<b>37.15</b>	<b>37.67</b>	<b>38.20</b>
Year 6 Step 7	<b>39.13</b>	<b>39.68</b>	<b>40.24</b>
Year 7 Step 8	<b>41.15</b>	<b>41.73</b>	<b>42.31</b>
Year 8 Step 9	<b>44.07</b>	<b>44.69</b>	<b>45.32</b>
(25Yrs) Step 10	<b>44.84</b>	<b>45.47</b>	<b>46.11</b>
<b>SSH Team Leader [DG-B]</b>			
Start Step 1	<b>31.83</b>	<b>32.28</b>	<b>32.73</b>
Year 1 Step 2	<b>33.01</b>	<b>33.47</b>	<b>33.94</b>
Year 2 Step 3	<b>34.61</b>	<b>35.09</b>	<b>35.58</b>
Year 3 Step 4	<b>36.18</b>	<b>36.69</b>	<b>37.20</b>
Year 4 Step 5	<b>37.77</b>	<b>38.30</b>	<b>38.84</b>
Year 5 Step 6	<b>39.77</b>	<b>40.33</b>	<b>40.89</b>
Year 6 Step 7	<b>41.75</b>	<b>42.33</b>	<b>42.92</b>
Year 7 Step 8	<b>43.76</b>	<b>44.37</b>	<b>44.99</b>
Year 8 Step 9	<b>46.57</b>	<b>47.22</b>	<b>47.88</b>
(25Yrs) Step 10	<b>47.49</b>	<b>48.15</b>	<b>48.82</b>

(\*) Pay Equity Based

\*Nurses who received an increase through Pay Equity that was greater than the negotiated rate will continue to be paid at the greater rate.

**SCHEDULE B****CHAIRPERSONS – NURSING ASSESSMENT COMMITTEE**

Carol Lynn Anderson  
16151 Old Simcoe Rd.  
Port Perry, ONT. L9L 1P2  
Telephone: 905-982-1366  
E-mail:carola@bell.net

Eleanor Plain  
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Anita Irmeli Robertson  
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Aurora, Ontario  
L4G 6L5  
Telephone: (905) 727-3072  
Fax: (905) 727-3624  
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**SCHEDULE C – ARBITRATOR LIST**

William Kaplan

Susan Stewart

Jane Devlin

Marilyn Nairn

## **LETTER #1 LETTER OF UNDERSTANDING**

Between:

**THE REGIONAL MUNICIPALITY OF WATERLOO  
(SUNNYSIDE HOME)**  
(Hereinafter referred to as the "Employer")

And:

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

Re: Prepaid Leave

WHEREAS the parties to the Collective Agreement which expires on November 15, 2001, are desirous of providing opportunity to members of the bargaining unit to take long-term meaningful leaves of absence,

AND WHEREAS the Council of the Regional Municipality of Waterloo has enacted a policy provision known as the Prepaid Leave Plan for Permanent Full-Time Employees subject to the condition that each bargaining unit must consent to said plan before it shall apply to the employees within that bargaining unit,

AND WHEREAS it is a requirement of the Canada Department of Revenue that each bargaining agent and its Bargaining Unit must agree to said plan before the implementation of the deferred payment portion of the plan,

NOW THEREFORE the parties agree that effective immediately, the Prepaid Leave Plan for Permanent Full-Time Employees, a copy of which is attached hereto as Schedule "1", shall apply to members of the Ontario Nurses' Association in accordance with the terms and conditions outlined in the Plan.

Dated at Kitchener Ontario, this 8<sup>th</sup> day of June, 2016.

**FOR THE EMPLOYER**

Connie Lacy

Helen Eby

Zilda Amaral

Diana Ulett

Heather Larmour

**FOR THE UNION**

Diane Peckham  
Labour Relations Officer

Marion Tschirhart

Diana Stajduhar

Ruth Jager

## **SCHEDULE 1 – PREPAID LEAVE PLAN**

REVISION DATE: September 2008

Operating Principle: The Region will provide a Prepaid Leave Plan to permit employees to self-fund a paid leave of absence by deferring a portion of their salary to provide an income during the period of their leave.

Details: Compulsory Terms and Conditions:

- The plan allows for leaves of absence of either six (6) consecutive months or twelve (12) consecutive months. The employee is required to return to work for the Region for a minimum period of time equal to the length of the leave.
- The rate of deferral of salary may be 20%, 25%, or 33 1/3% of the gross salary received with the period of deferral ranging from 12 months to 4 years based on the programs listed in the chart below:

SALARY DEFERRAL PERIOD	LEAVE PERIOD	PERCENTAGE OF SALARY DEFERRAL
24 months	6 months	20%
18 months	6 months	25%
12 months	6 months	33 1/3%
4 years	1 year	20%
3 years	1 year	25%
2 years	1 year	33 1/3%

- The Prepaid Leave Plan is voluntary, and is established in accordance with and subject to the regulations of Revenue Canada (Regulation 6800 – Prescribed Funds or Plans – of the Income Tax Act).

- The operation of the plan is at no cost to the Region.

#### Eligibility:

- All permanent full-time and regular part-time employees who have been employed by the Region for a minimum of one consecutive year are eligible to participate in this plan.
- An employee who takes a leave of absence under this Plan may not apply for a second leave of absence under this Plan until twelve (12) months after returning from the first period of leave.

#### Application and Approval:

- Unionized staff must first receive a written and signed agreement from their union executive, responding to aspects of such leaves that may be in conflict with the applicable Collective Agreement.
- Employees must apply in writing, using the appropriate application form, to their Divisional Director a minimum of three months prior to desired start date of salary deferral.
- The Department Director will forward the application to the Commissioner of Human Resources for their approval.
- The application will be returned to the employee after suitable approvals have been obtained. If the application is not approved the employee will be given the reason in writing by the individual who is responsible for denying the request.

### Percentage of Salary Deferred:

- During the period of salary deferment, prior to the commencement of the leave, the participating employee will be paid that portion of their salary, as agreed in writing in their Application for Approval (HR 36).

### Funding Deposits and Interest:

- The portion of the salary deferred shall be deposited into an interest bearing account in the bank normally used by the Region and retained for disbursement during the period of the leave. The Region will maintain a record of funds and interest for each employee enrolled in the plan.
- The total amount of accumulated salary deferral funds shall be paid to the employee in bi-weekly payments as appropriate for the approved period of time.
- The total amount of accumulated salary deferral funds plus interest shall be paid to the employee in bi-weekly payments as appropriate for the approved period of leave.

### Further Contributions:

- Canada Pension Plan contributions and Income Tax deductions are deducted from the employee's pay during the period of deferment, based on a percentage of the salary paid (i.e. 66 2/3% to 80%), deductions of Employment Insurance will be made on 100% of salary before the salary deferral is deducted.

- During the period of leave, no deductions for Employment Insurance are made.
- OMERS contributions during the period of deferment are made based on 100% of the employee's gross earnings before any deferral amounts are withheld. No contributions are made during the period of the leave, by either the employee or the Region, this period being considered a period of "broken service". Following the leave, periods of broken service may be purchased by the employee alone, subject to the regulations of OMERS.
- During the leave period employees will be able to make regular contributions, should they choose.
- Contributions to the Regionally sponsored Group RRSP during the period of deferment are taken from the gross earnings before any deferral amounts are withheld. During the leave period employees will be able to make up the difference through a lump sum payment.
- Union dues will be based on the full salary earned prior to the leave commencing, and will not be deducted from payments made to the employee during the period on leave.

#### Benefits:

- Benefits may be maintained by the employee during the leave period, with the employee paying 100% of the premiums.

Employees must indicate when applying for the leave, if they wish benefits to be continued. Payment arrangements with the Human Resources

Department must be made prior to the commencement of the leave. If not, all benefits will be immediately cancelled and the employee will have to make application for benefits in the usual manner and subject to the insurance carrier's regulations, immediately upon returning to duties following cessation of the leave period:

- Major Medical
- Dental Plan
- Life Insurance and AD&D\*\*
- Long Term Disability (LTD), (however, should an employee become disabled during the leave, the Long Term Disability benefit will not commence being calculated in the normal manner until the employee's scheduled return to work date)\*\*

\*\* These benefits will be based on the employee's full salary prior to the leave commencing, and not the lesser salary.

- Payment of the Employer Health Tax will be based on the lesser salary for the period of the leave.
- During the period of the leave, the employee shall not be entitled to use sick leave credits. Upon returning from the leave, the employee shall be entitled to any unused sick leave credits accumulated prior to the beginning of the leave.
- For benefit purposes (vacation, seniority, sick leave, etc.) the period of the leave will be considered "broken service" and no benefits or credits shall be accumulated during this period.

## Withdrawal From the Plan:

- Once the salary deferral has commenced, employees can only withdraw from the plan under exceptional circumstances, such as severe financial hardship, etc. The employee must make a request in writing to their Department Head, giving appropriate reasons, at least four (4) months prior to the scheduled start date of the leave. The Department Head will send the request to Human Resources with any additional comments attached.
- Once the leave commences, the employee is expected to follow the leave process through to its conclusion.
- The employee withdrawing from the plan shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the plan.
- If an employee is laid off during the salary deferral period, the employee will be required to immediately withdraw from the plan and accrued salary plus interest will be paid in a lump sum to the employee.
- If an employee enrolled in the plan is terminated by the Region, the funds accumulated in the employee's account (deferred salary plus interest) shall be paid out to the employee upon termination.

- In the event of the death of any employee participating in the plan, monies accumulated plus interest accrued shall be paid to the employee's estate.

See Also: Benefits

Application for Approval of Prepaid Leave Plan Form  
(HR36)

## LETTER #2 LETTER OF UNDERSTANDING

Between:

**THE REGIONAL MUNICIPALITY OF WATERLOO  
(SUNNYSIDE HOME)**  
(Hereinafter referred to as the "Employer")

And:

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

Re: Time Sharing

Time-Sharing is defined as two nurses who share the time normally worked by one Full-Time position and one Part-Time position. The nurses in such an arrangement shall be referred to as time-sharers or time-sharing partners. Any time-sharing arrangements after approval by the Director of Resident Care and ONA shall be implemented as follows:

1. The schedules shall conform with the scheduling provisions for Full-Time nurses.
2. The division of hours over the schedule for each time-sharer shall be determined by mutual agreement between the two (2) partners and the Director of Resident Care.
3. The time-sharers involved will have the right to determine which partner works on a scheduled paid holiday and time-sharers shall be required to work all the paid holidays. The time-sharers will determine who will work each paid holiday and each will work fifty percent (50%) of the paid holidays in each year and comply with Article 25.20.

4. Each time-sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement and by Sunnyside Home Policy.
5. Should one of the nurses in a Time-Sharing arrangement be absent due to illness or leave of absence, her/his partner will be offered the absent days first. Should the partner be unable to work, then the Home will replace the absent days in accordance with the collective agreement.
6. Time-sharers are not required to cover for their partner for vacation. Where the time-sharers agree to cover one another for vacation, the maximum is the equivalent of full-time hours.
7. Implementation

If a Full-Time vacancy occurs in which the parties have agreed to convert this Full-Time vacancy together with the Part-Time complement of this position to a time-shared arrangement then the position will be posted and awarded in accordance with the Collective Agreement.

Where a Full-Time nurse wishes to share her/his position she/he may request to do so without having her/his half of the time-sharing arrangement posted. The time-sharing arrangement will be posted indicating that it is the other half of the arrangement.

8. Selection will be made based on the criteria as set out in the Collective Agreement, provided the current Part-Time relief nurse is not displaced from her/his shift without her/his consent.
9. If one of the time-sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the arrangement shall revert to a Full-Time and a

Part-Time position and be filled in accordance with the Collective Agreement.

10. Time sharers shall participate in the following employee benefit programs:
  - (a) Extended Health
  - (b) Dental Plan
  - (c) Long Term Disability
  - (d) Group Term Life and Accidental Death and Dismemberment (AD&D) Insurance and Ontario Health Insurance Plan
  - (e) Ontario Municipal Employees' Retirement System

The time-sharer will pay in addition to the co-share in place as per Article 19.01 ii) the proportionate cost of the assessed average monthly billing for a) Extended Health, and b) Dental Plan and c) Long Term Disability. The proportionate cost will be based on the time-sharer working .7 of full-time employment, and not working the equivalent of .3 of full-time employment.

The insured amount for c) Long Term Disability shall be calculated on each Time-Sharer's annualized base earnings.

The insured amount for Group Term Life and AD&D and Ontario Health Insurance Plan shall be calculated on each time-sharer's annualized base earnings and the premium cost shall be paid by the Employer.

11. Each Time-Sharer will earn and utilize sick leave credits in accordance with Article 18 on a prorated basis of .7 of full-time employment.

## 12. Discontinuation

The time-sharing arrangement may be discontinued at the request of one or the other time-sharer, or by the Employer because of adverse effects on resident care or other reasons which are neither unreasonable nor arbitrary.

When notice of desire to terminate is given by either party in accordance with this agreement, then:

- (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- (b) where it is determined that the time-sharing arrangement will be discontinued affected nurses shall be given sixty (60) days notice before schedules are amended.

13. Except as outlined above, the time-sharers will be covered by the Part-Time Collective Agreement.

Dated at Kitchener Ontario, this 8<sup>th</sup> day of June, 2016.

### **FOR THE EMPLOYER**

Connie Lacy

Helen Eby

Zilda Amaral

Diana Ulett

Heather Larmour

### **FOR THE UNION**

Diane Peckham  
Labour Relations Officer

Marion Tschirhart

Diana Stajduhar

Ruth Jager

**LETTER #3 LETTER OF UNDERSTANDING**

Between:

**THE REGIONAL MUNICIPALITY OF WATERLOO  
(SUNNYSIDE HOME)**  
(Hereinafter referred to as the "Employer")

And:

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

Re: Master Policy

At the request of the Union, management will provide excerpts of the Master Policy contract with the insurance carrier within two (2) weeks of the request.

Dated at Kitchener Ontario, this 8<sup>th</sup> day of June, 2016.

**FOR THE EMPLOYER**

Connie Lacy

Helen Eby

Zilda Amaral

Diana Ulett

Heather Larmour

**FOR THE UNION**

Diane Peckham  
Labour Relations Officer

Marion Tschirhart

Diana Stajduhar

Ruth Jager

## **LETTER #4 LETTER OF UNDERSTANDING**

Between:

**THE REGIONAL MUNICIPALITY OF WATERLOO  
(SUNNYSIDE HOME)**  
(Hereinafter referred to as the "Employer")

And:

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

Re: Job Security

Further to discussions on Job Security at negotiations and as a resolution to the concerns on this issue, the Employer agrees to the following commitments. These commitments are made in good faith based on present funding from the Ministry of Health and Long Term Care and legislated Long Term Care Standards.

Commitments:

1. The Employer will continue scheduling at its current staffing of 122 – 7.5-hour shifts worked each pay period by members of the bargaining unit when no statutory holidays are in the pay period.

In the event that these RN complement commitments cannot reasonably be continued due to a major reduction in funding or Long Term Care Standards, all relevant information will be discussed in advance with the bargaining unit representatives of the Ontario Nurses' Association.

Dated at Kitchener Ontario, this 8<sup>th</sup> day of June, 2016.

**FOR THE EMPLOYER**

Connie Lacy

Helen Eby

Zilda Amaral

Diana Ulett

Heather Larmour

**FOR THE UNION**

Diane Peckham  
Labour Relations Officer

Marion Tschirhart

Diana Stajduhar

Ruth Jager

## **LETTER #5 LETTER OF UNDERSTANDING**

Between:

**THE REGIONAL MUNICIPALITY OF WATERLOO  
(SUNNYSIDE HOME)**  
(Hereinafter referred to as the "Employer")

And:

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

Re: ONA Availability Process

To ensure that Article 22 is consistently applied when filling available tours, the parties agree to adopt the process below:

1. The Employer will provide availability forms that will be used by every part time nurse. Every part time nurse is required to provide to the Employer, a completed availability form by 2400 hours on the Saturday, 2 weeks prior to the posting of the schedule which indicate all periods of availability during the scheduling period.
2. For the schedules that include December 15 to January 5, the deadline for submission of the availability sheet is October 15. Approvals will be provided by November 1 with the posting of the Christmas schedule.

3. For the schedules that include July and August, the deadline for submission of the availability sheets is April 1<sup>st</sup>. Approvals will be provided by May 1<sup>st</sup>.
4. Part time nurses have the option of providing a master availability sheet that lists their availability for the schedule provided for, and all subsequent schedules, until they initiate a change to the availability sheet.
5. Availability sheets will be used to fill expected absences before and after the schedule is posted, and for call in purposes. Nurses will be notified personally when a shift is added after the schedule is posted.
6. A nurse when submitting availability shall not be required to be available for more than one shift per day, nor does this preclude a nurse from making themselves available for more than one shift per day.
7. Nurses will be deemed to be unavailable for all shifts during the posting period if no availability form is provided to the employer. Late submissions will be accepted for any remaining unfilled shifts and call-ins that arise, but not for pre-booked shifts.
8. Once a shift has been assigned to a nurse and posted on the schedule, it is the requirement of the employee to work the shift.
9. When filling extra tours within one (1) week of an open shift the shift will be offered in order of availability, equitability and then seniority. The nurse will be expected to respond within thirty (30) minutes, after which time the shift will be offered to the next available nurse, etc. The first nurse to respond will be awarded the shift.

10. Nurses have the right to cancel prior availability, (but not any scheduled shifts) after submission of the availability sheet in the following manner:

-Amendments for shifts on the weekend, including any adjacent paid holidays, must be left on voicemail with the staffing clerk by noon on Friday preceding the weekend.

-Other amendments prior to 48 hours in advance of the shift in question may be left on voicemail with the staffing clerk.

-Amendments 48 hours or less in advance of the shift in question must be left by speaking in person with the staffing clerk, manager, or RN in charge and/or by writing it in the communication book by the staffing clerk work station.

Notification of increased availability for call-ins is welcomed at anytime.

11. When all availability is exhausted and a decision is made to proceed to overtime, overtime will be offered in the following order in order of seniority and be paid at the RN rate.

- (a) PT RN
- (b) FT RN including the Team Leader
- (c) Casual

Dated at Kitchener Ontario, this 8<sup>th</sup> day of June, 2016.

**FOR THE EMPLOYER**

Connie Lacy

Helen Eby

**FOR THE UNION**

Diane Peckham  
Labour Relations Officer

Marion Tschirhart

Zilda Amaral

Diana Stajduhar

Diana Ulett

Ruth Jager

Heather Larmour

## LETTER #6 LETTER OF UNDERSTANDING

Between:

**THE REGIONAL MUNICIPALITY OF WATERLOO  
(SUNNYSIDE HOME)**  
(Hereinafter referred to as the "Employer")

And:

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

Re: RAI Coordinator

RAI Coordinators are regular part-time nurses under Article 22 and covered by the Collective Agreement as such except as modified below:

1. RAI Coordinators will self schedule, in accordance with the collective agreement, and in consultation with the **Director Seniors' Services**, Resident Care. They will not schedule themselves for statutory holidays for documentation work.
2. RAI Coordinators must be available and accept for at least one (1) call-in per month in keeping with their responsibility to work enough call-ins on the floor to maintain his or her skills, abilities and knowledge of the role in order to satisfy the scheduling requirements in # 3.
3. RAI Coordinators may be required to work the Christmas or New Year's period on alternate years as required by the Employer.

4. For incidental illness, Leave of Absence, or vacations, RAI Coordinators will be treated in accordance with Article 22.

Dated at Kitchener Ontario, this 8<sup>th</sup> day of June, 2016.

**FOR THE EMPLOYER**

Connie Lacy

Helen Eby

Zilda Amaral

Diana Ulett

Heather Larmour

**FOR THE UNION**

Diane Peckham  
Labour Relations Officer

Marion Tschirhart

Diana Stajduhar

Ruth Jager

## **LETTER #7 LETTER OF UNDERSTANDING**

Between:

**THE REGIONAL MUNICIPALITY OF WATERLOO  
(SUNNYSIDE HOME)**  
(Hereinafter referred to as the "Employer")

And:

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

Re: New Graduate Initiative

The Employer and the Association agree that the following principles will apply when the creation of a supernumerary position is offered to newly graduated nurse as part of the Ministry of Health and Long-Term Care's Nursing Graduate Guarantee initiative:

1. Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year;
2. Such created positions will not be subject to internal postings or for request for transfer processes outlined in Article 10.
3. Such nurses will be full-time and covered by the Collective Agreement;
4. Such nurses will be in formal mentorship arrangements and a copy of the mentorship arrangement will be provided to the Bargaining Unit President, as well as the incumbent.

5. The normal duration of such supernumerary appointments will be at least six (6) months;
6. Such nurses will normally be permitted to transfer out of the supernumerary position after six (6) months; however, a transfer may be permitted as early as three (3) months upon agreement between new grad, the employer, and the association.
7. If the nurse has not successfully posted into a permanent position by the end of the six (6) month period, she/he will be reclassified as casual part-time and this will not be considered a lay-off and the nurse will not be reassigned;
8. The Employer bears the onus of demonstrating that such positions are supernumerary;
9. The Association will be provided with written notification of the outcome of each position;
10. Either party may terminate these arrangements in the event of a layoff.

Dated at Kitchener Ontario, this 8<sup>th</sup> day of June, 2016.

**FOR THE EMPLOYER**

Connie Lacy

Helen Eby

Zilda Amaral

Diana Ulett

Heather Larmour

**FOR THE UNION**

Diane Peckham  
Labour Relations Officer

Marion Tschirhart

Diana Stajduhar

Ruth Jager