

COLLECTIVE AGREEMENT

Between:

RIDLEY COLLEGE
(hereinafter referred to as "the Employer")

And:

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

Expiry: June 30, 2009

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed by Ridley College in the City of St. Catharines, save and except the Manager of Health Services and persons above the rank of Manager of Health Services.
- 2.02 A Registered Nurse is defined as a person who holds a certificate of competence from the College of Nurses of Ontario, in accordance with the Health Disciplines Act, 1990, as amended.
- 2.03 A Graduate Nurse is defined as the nurse with registration incomplete, who is a graduate of a programme acceptable to the College of Nurses of Ontario and is either in the process of being certified by the College of Nurses of Ontario or is completing certificate requirements. This certification shall be completed within 24 months following date of hire. Where a nurse fails to complete such certification requirements, she will be terminated from employment. Such termination shall not be subject matter of grievance or arbitration procedure.
- 2.04 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.
- 2.05 The Employer reserves the right to hire an unlimited number of non RN's (such as RPN's and support staff) to perform nursing functions in the Health Centre.
- 2.06 The nurse manager, while excluded from the bargaining unit, may do bargaining unit work.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Employer retains all the rights it had prior to certification save where abridged by this Agreement.
- 3.02 It is the function of the Employer to:

- a) Direct the working force;
- b) Operate and manage its operation including the Health Centre in all respects.
- c) Hire, select, transfer, schedule in any shift configuration or length it deems appropriate, or schedule no shift at all, and lay-off because of lack of work and/or budgetary restraints. The Employer will consult with the Union prior to implementing changes in shifts on a permanent basis;
- d) Maintain order, discipline efficiently and to establish and enforce reasonable rules and regulations governing the conduct of nurses, which rules and regulations shall primarily be designed to safeguard the interest of the students and the efficiency of the Employer operations;
- e) Promote, demote, discipline, suspend and discharge any nurse.

3.03 It is agreed that these rights shall be exercised in a manner consistent with the provisions of the Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the collective agreement, or any applicable legislation.
- 4.02 The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on the Employer's premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 4.03 It is agreed that there will be no discrimination in accordance with the Human Rights Code on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation and no interference, intimidation, restriction or coercion by the Employer which is not pertinent to the employment relationship.
- 4.04
 - (a) Every employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap.
ref: Ontario Human Rights Code, Sec.5(2)
 - (b) Every employee has a right to freedom of harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee. ref: Ontario Human Rights Code, Sec.7(2)

- (c) Every employee has a right to be free from:
- i) sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person. ref: Ontario Human Rights Code, Sec.7(3)
- (d) A nurse who believes that she has been harassed contrary to this provision may file a grievance under Article 8 of this Agreement.

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

ARTICLE 5 - NO STRIKES AND LOCKOUTS

5.01 The Association agrees that there will be no strikes, and the Employer agrees that there will be no lockouts in the term of this agreement. The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act. R.S.O. 1990, as amended.

ARTICLE 6 - ASSOCIATION COMMITTEES AND REPRESENTATIVES

6.01 The Employer will recognize the following members:

- (a) Two (2) Nurse Representatives; and
- (b) A Grievance Committee of up to two (2) nurses; and.
- (c) A Negotiating Committee of two (2) nurses.
- (d) An Association-Management Committee composed of up to two (2) representatives of the Employer and two representatives of the Association. Meetings of this committee shall be held at the request of either party, but at least every other month. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content, and other matters of mutual concern. Minutes of this meeting shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.

- (e) The Occupational Health and Safety Committee shall have one (1) nurse elected from the bargaining unit who is trained at the expense of the Employer to be a certified worker as defined by the Act. Any representative elected for Occupational Health & Safety Committee shall serve for a term of at least 2 (two) calendar years from the date of election.
- 6.02 The Association will supply the Employer with the names of its representatives as defined in Article 6.01 and changes thereto.
- 6.03 (a) If a representative as defined in Article 6.01 must leave her regular duties for a period of time in order to attend to Association business, she will first give reasonable notice to and obtain the permission of the Manager of Health Services. Such permission will not be unreasonably withheld. Upon completion of her business, the Representative will report to the Manager of Health Services and then return to her regular duties.
- (b) i) Representatives of the Association shall be paid at their appropriate rate of pay for all time used attending grievance meetings.
- ii) The Employer agrees that when nurse(s) are required to serve on the Association-Management and/or the Occupational Health and Safety Committee, the nurse(s) shall be paid for all hours spent outside her regular working hours at her regular rate of pay.
- (c) The Employer agrees to pay members of the Negotiating Committee for time spent in negotiations with the Employer for a renewal agreement up to but not including arbitration in the following manner:
- i) Nurses scheduled to work the night(s) tour(s) before negotiations or the evening(s) tour(s) of negotiation shall be considered off and shall be paid for each day of negotiating.
- 6.04 The Association-Management, Negotiating and Grievance Committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association.
- 6.05 During the orientation period, a nurse representative will be allowed a reasonable period of time not to exceed 60 minutes within regular working hours to interview nurses and to discuss the benefits and duties of the Association members, and responsibilities to the Association and the Employer. During such interview, membership forms may be provided to the nurse. These interviews will be scheduled in advance by the Employer.
- 6.06 Occupational Health & Safety Committee
- (a) The Employer shall abide by all applicable legislation.
- (b) The Employer and the Association agree that they mutually desire to maintain standards of health and safety of the Employer, in order to prevent accidents, injury and illness.

- (c) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, one (1) representative selected or appointed by the Association from the bargaining unit.
- (d) 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.

The Employer agrees to provide necessary information to enable the committee members to fulfil their function.

- (e) Meetings shall be held every other 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.

- 6.07 (a) The Employer will notify the Association of the names of all nurses off work due to a work related injury, if any, by the 15th of each month.
- (b) When it has been medically determined that a nurse is unable to return to the full duties of her position due to a disability, the Employer will notify and meet with the **Labour Relations Officer** and/or a representative of the Ontario Nurses' Association and the Local Contact Person of the bargaining unit to discuss a back to work program.
- (c) The Employer agrees to provide the nurses and the Association with a copy of the Weekly Accidental Indemnity (W.A.I.) Injury Report at the same time as it is sent to the insurer.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association. The deduction period for a part-time nurse may be extended where the nurse does not receive any pay in a particular month.
- 7.02 Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Association and the Provincial Secretary-Treasurer of the Association shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

- 7.05 The amounts so deducted shall be remitted monthly to the Provincial Secretary-Treasurer of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their social insurance numbers. A copy of this list will be sent to the Local Association.
- 7.06 The Employer shall provide each nurse with a T4 supplementary slip, showing the dues deducted in the previous year for income tax purposes.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

- 8.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 8.02 Any nurse(s) or the Association making a complaint and/or a grievance shall have the right of Union representation at any or all steps of the grievance procedure.

8.03 Grievance Procedure

It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she has first given the Manager of Health Services the opportunity of adjusting the complaint. Such complaint shall be discussed with her/his immediate supervisor within ten (10) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse and failing settlement within ten (10) calendar days, it shall then be taken up as a grievance within ten (10) calendar days following advice of the Manager of Health Service's decision in the following manner and sequence:

Step #1

If further action is to be taken, then within ten (10) calendar days after the decision is given at Step #1, the nurse shall submit the grievance in writing dated and signed to the Assistant Headmaster. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. Within seven (7) calendar days the Assistant Headmaster will deliver a decision in writing following the day on which the grievance was presented. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties.

Step #2

If further action is to be taken, then within ten (10) calendar days after the decision is given in at Step #1, the nurse shall submit the grievance in writing dated and signed to the Headmaster or designate. A meeting will then be held between the Headmaster or his designate and the nurse(s), the Grievance Committee and the **Labour Relations Officer** at a time mutually agreeable to the Employer and the Association. The decision of the Headmaster or his designate shall be given in writing to the nurse(s) within seven (7) calendar days following the meeting. It is further understood that the Headmaster or his designate may have such counsel and assistance as he may desire at such meeting. Should the Headmaster or his designate fail to render a decision or the decision is unsatisfactory to the nurse(s) or the Association, it may be referred to arbitration.

- 8.04 Should the Employer discharge, suspend or discipline any nurse(s) without just cause, notification by the Employer to such nurse(s) shall be made in the presence of a Nurse Representative. The nurse(s) and the Association shall be provided with written reasons for a discharge, suspension or discipline. Should the nurse(s) or the Association wish to file a grievance against this action it shall be reduced to writing and filed under Step #2 of the Grievance Procedure.

8.05 Group Grievance

Where a number of nurses have the same grievance they may present a group grievance in writing, to the Assistant Headmaster at Step #1.

8.06 Policy Grievance

A grievance arising directly between the employer and the Association concerning the interpretation, application, administration or alleged violation of the Agreement shall be originated at Step #2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the employer shall be filed with the local President or her designate.

8.07 Arbitration

Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, the Association shall notify the Employer in writing within twenty (20) calendar days of the decision under Step #2 of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the Association's appointee to an Arbitration Board.

The recipient of the notice shall, within ten (10) calendar days, inform the other party of the name of its appointee to the arbitration board. The two appointees so selected, shall, within ten (10) calendar days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the Employer fails to appoint its appointee, or the two appointees fail to agree upon a chairperson within

the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

- 8.08 The decision of the Arbitration Board is final and binding upon the parties and upon any nurse(s) affected by it.
- 8.09 The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson shall govern.
- 8.10 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of grievance procedure.
- 8.11 Whenever an Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration board at the time of reference to arbitration and other provisions referring to the Arbitration Board shall appropriately apply.
- 8.12 Each party shall pay its own expenses including appointees and witnesses and the cost of expenses of the chairperson shall be borne equally by the parties.
- 8.13 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance.
- 8.14 Time limits fixed in complaints, grievance and arbitration procedures may be extended by mutual consent of the parties.
- 8.15 The proceedings of the Arbitration Board will be expedited by the parties hereto.
- 8.16 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Association will be final and binding upon the Employer and the Association and the nurse(s).
- 8.17 The release of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this Agreement.

ARTICLE 9 - JOB SECURITY

- 9.01 Seniority for part-time nurses shall be based on paid hours accumulated since date of last hire. It is recognized that 1500 paid hours equals one (1) year of full-time service.
- 9.02 The probationary period for nurses shall be four hundred and fifty (450) paid hours or six (6) months, whichever occurs first.
- 9.03 The Employer will keep up to date seniority lists for nurses, and post the same on an Ontario Nurses' Association bulletin board by September 15th of each year, and supply copies of the current list to the Bargaining Unit President. Seniority on such lists will be expressed in terms of total hours worked.

- 9.04 A nurse shall lose all service and seniority and shall be deemed to have terminated if she:
- (a) leaves of her own accord;
 - (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
 - (c) has been laid off for eighteen (18) calendar months;
 - (d) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate patient care, unless a satisfactory reason is given to the Employer;
 - (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a satisfactory reason to the Employer;
 - (f) fails to return to work subject to the provisions of 10.05 (e) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
 - (g) fails upon being notified of a recall to signify her intention to return within ten (10) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within twenty (20) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;
 - (h) is absent from work due to illness or disability for a period of twenty-four (24) months from the time such absence commenced.
- 9.05
- (a) In the case of a vacancy or a new position, the Employer will post notice of such vacancy or new position for seven (7) calendar days, prior to filling the position, in order that any interested nurse may apply. A copy of such notice shall be sent to the local Association. Should there be no application, the Employer shall, consult with the Local Representative to determine if any or all of the hours may be taken by the remaining nurses prior to the Employer's hiring of a new nurse from outside the bargaining unit. The name of the successful applicant shall be posted by the Employer
 - (b) In all cases of transfer or promotion, seniority shall be the governing factor.
- 9.06 Lay-off and Recall
- (a) Where there is a reduction in the workload resulting in a surplus of nurses, and the Employer intends to conduct a lay-off, the Employer shall lay-off nurses in inverse of seniority at the time of lay-off.

- (b) Nurses shall be recalled in order of seniority.
- (c) In the event of a proposed lay-off of a permanent or long term nature, the Employer will;
 - i) provide the Association with 30 days notice.
 - ii) meet with the Association to review the following:
 - A) The reasons causing the lay-off;
 - B) the service which the Employer will undertake after the lay-off;
 - C) the method of implementation, including areas of cutback and the nurses to be laid off.
 - D) No new nurse(s) will be hired nor will agency nurse(s) be used nor will nurse(s) be assigned overtime in excess of one (1) tour of duty when there is a nurse(s) on lay-off.

9.07 Positions Outside the Bargaining Unit

- (a) A nurse who has been requested to substitute temporarily in a classification that is excluded from the bargaining unit, may refuse to do so. If she consents, she shall be deemed to be covered by the Collective Agreement.
- (b) Any nurse presently in the bargaining unit, who elects to transfer to a position outside of the bargaining unit, may be rehired into the bargaining unit, after the Employer has complied with the job posting and recall provisions. In the event the nurse is returned to a position in the bargaining unit, she shall be credited with seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

9.08 A part-time nurse who changes her status to full-time will be given seniority credit on the basis of fifteen hundred (1500) paid hours of part-time being equivalent to one (1) year of full-time service and visa versa. In addition, a nurse who is so transferred will be given credit for paid hours accumulated since date of last advancement.

ARTICLE 10 - EMPLOYEE FILES

10.01 In the event that it is deemed necessary by the Employer to file any letter of reprimand, suspension or other sanction, a copy of same shall be given to the nurse involved. Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter of reprimand, suspension or other sanction, provided that the nurse's record has been discipline free for twelve (12) months.

- 10.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice, or other employment related matters is completed with respect to any nurse, it shall be shown to or discussed with the nurse.
- 10.03 Upon written request to the Director, Human Resources, a nurse may view her file in the presence of the Director or her/his designate and receive a copy of anything in the file.
- 10.04 The employee must provide the Nurse Manager with a copy of registration from the College of Nurses showing the employee is in "good standing" on an annual basis by February 15th.

ARTICLE 11 - LEAVE OF ABSENCE

- 11.01 Requests for leave of absence will be considered on an individual basis by the Employer. Such requests are to be made as far in advance as possible and a written reply will be given within fourteen (14) calendar days of such request, except in cases of emergency, in which case a reply will be given as soon as possible. If the leave of absence is denied, the reason shall be given in writing, in the reply. Requests for leave of absence shall not be unreasonably withheld. It is understood that leaves of absence with or without pay may be granted for purposes other than those listed below:
- 11.02 (a) Association Leave
- The Employer agrees to grant leaves of absence without pay to nurses selected by the Association to attend Association business, including conferences and conventions. During such leaves of absence the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of full cost of such salary and applicable benefits.
- (b) Board of Directors
- 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, for a period of up to two (2) consecutive years. Nurses shall continue to accrue seniority and service during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(c) President, ONA

Upon application, in writing, by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period up to two (2) consecutive years. The nurse shall continue to accrue seniority and service during her absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits. The nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of return.

(d) Leave of Absence for Nurses Who Serve as Local Co-ordinator for the Ontario Nurses' Association

A nurse who serves as Local Co-ordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty (30) days annually. During such leaves of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of full cost of such salary and applicable benefits. Leave of absence for Local Co-ordinators for the Ontario Nurses' Association will be separate from the Association leave provided for in 11.02 (a).

11.03 Professional and Educational Leave

- (a) The Employer will pay to the Independent School's Association of Health Services membership fees for all nurses. All meetings, workshops and seminars of the I.S.A.H.S. will be posted. Should a nurse wish to attend, she will obtain prior approval of the supervisor which will not be unreasonably denied, and she will be reimbursed for all reasonable out-of-pocket expenses and the required fee to attend will be paid by the Employer to a maximum of \$500.00 per year in accordance with the support staff handbook section 5.
- (b) Nurses will be granted an unpaid leave(s) of absence with tuition to be paid to attend workshops, seminars and short courses which relate to her responsibilities. Selection shall be made on an equitable basis from nurses who make application to attend. Such leave shall not be unreasonably denied.
- (c) A nurse who wishes to attend University may apply for an Educational Leave of Absence without loss of service and without loss of seniority for a period of up to twelve (12) months. Such leave shall not be unreasonably denied.
- (d) The employer will reimburse for tuition and time spent for all education required by the Employer.

11.04 Compassionate Leave

- (a) A nurse shall be granted consecutive working days off without loss of her regular pay on the following basis:
- i) five days leave for spouse, significant other, child or step child, brother, sister, parents, ward, guardian, foster parent, step parent;
 - ii) up to three days leave for mother-in-law, father-in-law, grandchild, grandparents, sister-in-law, brother-in-law, spouse's grandparents;
 - iii) up to two days leave for aunt, uncle, nephew, niece, first cousin, son-in-law, daughter-in-law.
 - iv) "Spouses" for the purposes of compassionate leave will be defined as in the Family Law Act. "Spouse" for the purposes of compassionate leave will also include a partner of the same sex. "Immediate family" and "in-laws" as set out above shall include the relatives of "spouses" as defined herein.
- (b) Where travel is required, additional leave will be considered by the Employer.
- (c) Special Leave

An employee may be allowed a leave of absence with pay for up to two days per annum to attend to matters of a serious personal nature; such as critical illness in the immediate family. Such leaves shall be cleared with your immediate supervisor and approved by the Director of Finance and Operations. Special leave will be deducted from the employee's cumulative sick time or in the absence of such an accumulation, from the employee's overtime.

11.05 A. Pregnancy Leave

Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

- i) A nurse who is eligible for a pregnancy leave exclusive of parental leave is entitled in accordance with legislation to leave of absence of seventeen (17) weeks.
- ii) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- iii) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection ii) above by written notification received by the Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the

position has been discontinued in which case the nurse shall be given a comparable job.

- iv) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period.

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

- v) The Employer may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.

B. Parental Leave

- i) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- ii) A nurse who has taken a pregnancy leave under Article 11.05 A. above, is eligible to be granted a parental leave of up to thirty-five (35) weeks' duration in addition to the pregnancy leave, in accordance with the Employment Standards Act, for a total period of up to fifty-two (52) weeks. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent, is entitled to a leave period of up to thirty-seven (37) weeks, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. If because of late receipt of confirmation of the pending adoption the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- iii) The nurse shall be reinstated to her/his former position, unless her/his former position has been discontinued, in which case she/he shall be given a comparable job.
- iv) Nurses newly hired to replace nurses who are on approved parental leave will be covered by the same provisions as in 11.05 A iv) above.

11.06 Jury and Witness Duty

- (a) If a nurse is required to serve as a juror in any court of law or is subpoenaed to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest or is subpoenaed to appear at the College of Nurses relating to a case arising from the nurse's duties with the Employer, and notifies the Employer immediately of the nurse's notification that she will be required to attend court or inquest, the nurse will receive pay for those days of her regular schedule during which she is required to be absent, provided that such nurse promptly repays the amount (other than expenses) paid to her for such service or attendance to the Employer, and presents proof of service requiring her attendance.
- (b) A nurse shall not be required to attend work on those days, or the preceding night shift, on which she is fulfilling the above commitment.

ARTICLE 12 - PAID HOLIDAYS

12.01 The Employer agrees to recognize the following paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	½ Day Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Day	½ Day New Year's Eve
Labour Day	

In the event an additional Federal or Provincial holiday is proclaimed during this Collective Agreement, such holiday will be an additional paid holiday.

- 12.02 Holiday pay will be computed on the basis of the nurse's regular rate including any premiums for the number of hours she would have worked during her normal daily tour had there been no holiday.
- 12.03 A nurse who is required to work on any of the foregoing holidays shall be paid at the rate of two and one-half (2½) times her regular rate of pay, including any premiums for all hours worked on such holiday.
- 12.04 When a nurse is scheduled off on a paid holiday, she shall be entitled to holiday pay for the paid holidays as outlined in 12.02.

ARTICLE 13 - VACATION

13.01 All nurses shall be entitled to vacation pay as follows:

- (a) Zero (0) hours to 3000 hours - 4%

- (b) 3001 hours to 10,500 hours - 6%
 - (c) 10,501 hours to 22,500 hours - 8%
 - (d) more than 22,501 hours - 10%
- 13.02 When a nurse's employment is terminated for any reason, full payment for vacation earned, but not taken will form part of such nurse's termination.
- 13.03 (a) Vacation time for nurses shall be scheduled when the school is closed.
- (b) Nurses may request to extend their vacation time off in accordance with Article 14.05(f).

ARTICLE 14 - HOURS OF WORK

14.01 There will be at least one-half ($\frac{1}{2}$) hour paid meal period scheduled during each nurse's tour of duty which shall be taken in the Health Centre.

14.02 There shall be paid a ten (10) minute rest period during each four hours of work.

14.03 Eight-Nine-Ten Month Continuing Limited Term Positions

Eight-nine-ten month continuing limited term positions are ongoing positions and nurses in these positions are regular part-time nurses. Nurses and newly hired nurses who accept continuing limited term positions will be so appointed on the following basis:

- (a) Seniority - such nurses will:
 - i) retain their up-to-date accumulated seniority;
 - ii) continue to accumulate such seniority while working and;
 - iii) will not accumulate seniority but will retain their seniority during the period of unpaid status.
- (b) Vacation - credits will be granted in accordance with the Collective Agreement. Accordingly, there will be no accumulation of credits during each month of unpaid status.
- (c) Sick Leave - benefits will be granted in accordance with the Collective Agreement. A nurse will not be eligible to use sick leave benefits during the pre-determined unpaid status period.
- (d) Where a vacancy occurs in the 8-9-10 month continuing limited term position such vacancy will be posted in accordance with Article 9.05. Nurses shall be selected for these positions in accordance with Article 9.05.

- (e) Nurses in the 8-9-10 month continuing limited term positions, will be advised in writing June 1st of each year the anticipated commencement of unpaid status period and the date on which they are expected to return to work. Prior to the School's closure in June of each year, the nurse shall be given the School calendar of events and closures for the School year commencing in September of each year along with a tentative schedule of hours for the month of September.

14.04

Scheduling Regulations

- (a) The Employer will schedule no more than three (3) weekends in a row. Should a nurse be required to work the fourth weekend, she shall be paid in accordance with Article 15.02. The premium rate shall apply for every subsequent weekend worked until a weekend off is scheduled, save and except where:
 - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or;
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of tours with another nurse.
- (b) It is understood that a weekend consists of fifty-six (56) hours off work during the period following completion of the Friday day shift until the commencement of the Monday day shift.
- (c)
 - i) Schedules shall provide for not more than seven (7) consecutive tours of duty without days off. Should a nurse be scheduled to work eight (8) or more consecutive tours, she shall be paid in accordance with Article 15.02 until days off are scheduled.
 - ii) No nurse shall be scheduled on-call for more than three (3) consecutive days.
- (d) The Employer will post a school term of tours and days off four weeks in advance of the week to which it applies.
- (e) A period of twenty-four (24) hours off shall be scheduled between an evening tour of duty and a night tour of duty. There shall be a period of forty-eight (48) consecutive hours scheduled off between the night tour of duty and the day tour of duty. There shall be a period of sixteen (16) consecutive hours scheduled off between a change of tours (i.e., evening tour to day tour). A shorter period of time between changes of tours may be scheduled by mutual consent. Should these regulations not be adhered to, the nurse shall be paid in accordance with Article 15.02.

- (f) Requests for change in the posted schedules may be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty and the nurse initiating the change. It is understood that such change in tour initiated by the nurse shall not result in overtime premium payment as provided for in Article 15.02.
- (g)
 - i) Single shifts resulting from illness or leave of absence shall be offered to nurses on a rotational basis in the order of seniority. Such vacancy will not be offered to a nurse if working such shift would place her in violation of the scheduling regulations and result in overtime premium pay.
 - ii) When additional hours become available and a nurse is scheduled to work four hours during that shift, the nurse who is working the four hours will be offered those additional hours prior to those hours being offered in (i) above to another nurse.
 - iii) If all available nurses are in a premium pay situation, the Employer will offer such premium pay shift on the basis of rotational seniority.
- (h) There shall be no split shifts.
- (i) The parties agree to discuss the implementation of a twelve (12) hour schedule and scheduling regulations for weekends.

ARTICLE 15 - PREMIUM PAYMENT

- 15.01 Work in excess of scheduled daily tour of duty (8 hours) or in excess of eighty (80) hours bi-weekly shall be compensated at the rate of time and one-half (1 ½) her regular straight time hourly rate.
- 15.02 Work scheduled by the Employer to which a premium is attached under Article 14.05 shall be paid at one and one-half times the nurse's regular straight time hourly rate.
- 15.03 If a nurse's scheduled tour of duty is changed with less than twenty-four (24) hours' personal notice from the starting time of the scheduled tour period, she will receive a minimum of four (4) hours' pay.
- 15.04 A nurse who is called in or reports for work as scheduled on a four (4) hour shift or longer and is not required to work, shall receive a minimum of four (4) hours' pay at regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the Employer which she is capable of doing if her regular duties are not available.
- 15.05 A nurse shall be paid a shift premium:
 - i) For the tour ending at 2300 hours - seventy-five cents (.75¢) per hour;

ii) For the tour ending at 0700 hours - one dollar (\$1.00) per hour.

15.06 A nurse shall be paid a weekend premium one dollar and ten cents (\$1.10) for each hour worked between 2300 hours Friday and 2300 hours Sunday.

ARTICLE 16 - STANDBY

16.01 (a) A nurse(s) assigned to work the night tour, will be notified no later than 1900 hours by the nurse working at the Health Centre on the 1500 to 2300 tour, if she/he is required to report for the night tour (2300 to 0700), and be paid her/his regular straight time hourly rate for all hours worked.

(b) If the nurse(s) is not required to report for duty at 2300 hours, she/he shall be placed on standby and shall be covered by the Article 16.02.

16.02 (a) A nurse who is required to remain available for duty on standby outside her/his regularly scheduled working hours shall receive standby pay in the amount of **four dollars (\$4.00)** per hour for the period of standby by the employer. Where such standby duty falls on a paid holiday as set out in Article 12.01, the nurse shall receive standby pay in the amount of **four dollars and fifty cents (\$4.50)** per hour. Standby pay shall, however, cease where the nurse is called into work under Article 16.02 (b) below and works during the period of standby.

(b) Where a nurse is called back from standby, such nurse shall receive time and one-half (1 ½) her/his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1 ½) her/his regular straight time hourly rate.

(c) Where the four (4) hour period referred to in 16.02 (b) above, overlaps or extends into the day tour, the nurse will have the option of being paid in accordance with Article 16.02 (b) above and remain for four hours or receive time and one-half (1 ½) her/his regular straight time hourly rate for actual hours worked up to the commencement of the day tour and go home.

16.03 A sufficient number of beepers shall be provided and paid for by the Employer to prevent special trips to the Health Centre for nurses on standby. The number of beepers provided will be determined based on the schedule.

16.04 When a nurse is required to travel to the Health Centre and return home as a result of reporting to work between the hours of 2400 to 0600 hours, while on standby, the Employer will pay forty-one cents (41¢) per kilometre and as amended by College policy. The nurse(s) shall use the Standard Claim Form for claiming mileage.

ARTICLE 17 - MISCELLANEOUS

- 17.01 The Employer shall provide a bulletin board for the sole use of the Association in the staff room.
- 17.02 A copy of this agreement in a mutually agreed form will be issued to each nurse now employed and as employed. The cost of printing this agreement shall be equally shared between the Association and the Employer.
- 17.03 Pay cheques are to be issued bi-weekly on Wednesday, Thursday in weeks where there is a Paid Holiday, by direct deposit, with a clarified, itemized statement of all deductions, premiums, and changes of increment in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date.
- The Employer will endeavour to provide pay through direct deposit.
- 17.04 Prior to affecting any changes in the Employer's policies or rules applicable to the Health Centre operation, which would affect nurses covered by this Agreement, the Employer shall first discuss such proposed changes with the Association.
- 17.05 Each nurse shall keep the Employer informed of changes to relevant employment information.
- 17.06 Where a medical examination is required to comply with the statute, a nurse may choose her personal certified medical practitioner, unless the Employer has a specific objection to the physician selected.
- 17.07 The Employer shall make available to each nurse and the Association a copy of the booklets for those benefit programs defined in the Collective Agreement and changes thereto. Upon request, the Association shall be provided with a current copy of the master policy.
- 17.09 All School Communiqués and Staff Meeting minutes will be posted in a timely fashion so that all nurses may be able to review them.
- 17.10 Any dispute which may arise concerning a nurse's entitlement of benefits may be subject to grievance and arbitration under the provisions of this Agreement.
- 17.11 The Employer may substitute another carrier for any of the plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Association of any change in carrier or underwriter at least sixty (60) days or as soon as possible prior to implementing a change in carrier.

ARTICLE 18 - BENEFITS AND L.T.D.18.01 Pension

Every nurse, after two (2) calendar years of employment, shall be entitled to elect to participate in the Employer's pension plan as described in the support handbook or receive 4.5% pay per annum in lieu. Once the election is made to participate in the pension plan, it cannot be reversed. Such election to participate must be made with at least one (1) month's notice.

18.02 Major Medical

Every position on the master rotation shall be entitled to elect to participate in the Employer's major medical plan as described in the support staff handbook subject to the employer pay 45% of said premium cost and the nurse pay 55% of said premium cost, with a further pro rata reduction of the Employer's premium contribution and increase in the nurse's contribution in the event that the nurse shares a position or, alternatively, the holder of a position may elect to receive \$500.00 per year with a further pro rata reduction of same in the event that the nurse shares a position. Such election to participate or not to participate must be made with one (1) month's notice of the initiation or cancellation. Said payment to be made in the last pay of the calendar year or in the case of a nurse who terminates her position, on her final pay cheque.

18.03 Sick Leave

Every position on the master rotation shall be entitled to participate in the Employer's sick leave plan as described in the support staff handbook subject to earning a maximum of ½ day per month with a further pro rata reduction in the event that the nurse shares a position to a maximum accumulation of thirty (30) days total.

ARTICLE 19 - PROFESSIONAL RESPONSIBILITY

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

- (a) i) Complain in writing to the Manager of Health Services within ten (10) calendar days of the alleged improper assignment. The chairperson of the Association Management Committee shall convene a meeting of the committee within ten (10) calendar days of the filing of the complaint. The committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- ii) Failing resolution of the complaint within ten (10) calendar days of the meeting of the Association-Management Committee, the complaint shall be forwarded to an independent assessment committee composed of three (3) registered nurses; one (1) chosen

by the Ontario Nurses' Association, one (1) chosen by the Employer and one (1) chosen by a panel of four (4) independent registered nurses who are well respected within the profession. The member of the committee chosen from the panel of independent registered nurses shall act as chairperson.

iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment, and shall be empowered to investigate as is necessary, and to make what findings as are appropriate under the circumstances. The Assessment Committee shall report its findings in writing, to the parties within twenty-one (21) calendar days following completion of its hearing and those recommendations shall be binding on the parties.

(b) i) The list of the Assessment Committee is attached to Schedule "B" and forms part of this Agreement.

The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.

ii) Each party will bear the cost of its own nominee and will share equally the fee of the chairperson, and whatever other expenses are included by the Assessment Committee in the performance of its responsibilities as set out herein.

ARTICLE 20 - ORIENTATION AND INSERVICE

20.01 The Employer recognizes the need for an orientation program of such duration as it may deem appropriate taking into consideration the needs of the Employer and the nurses involved.

20.02 A newly employed nurse shall be entitled to orientation to the area where she will be working.

(a) The following minimums are to be observed in the orientation - familiarization of a nurse:

i) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of the nurses;

ii) A period of orientation - familiarization shall be twenty-one (21) hours, distributed over all tours by the Employer.

- (b) A nurse recalled from lay-off may be provided any orientation determined necessary by the Employer. A request by such a nurse for orientation shall not be unreasonably denied.

- 20.03 The inservice education program shall be based on the learning needs identified by the Employer in consultation with nurses.
- 20.04 Both the Employer and the Association recognize their joint responsibility and commitment to provide and to participate in, inservice education. The Association supports the principle of its member's responsibility for their own professional development and the Employer will endeavour to provide programs related to the requirements of the Employer. Available programs will be publicized and the Employer will endeavour to provide nurses with opportunities to attend such programs during the regularly scheduled working hours.
- 20.05 When a nurse is on duty and authorized to attend any inservice program within the Employer's premises and during a regular scheduled working hour she shall suffer no loss of regular pay. When a nurse is required by the Employer to attend courses outside of her regular scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay and for all course fees.
- 20.06 The Employer undertakes to notify the Association in advance so far as practical of any technological changes which the Employer has decided to introduce which will significantly change the status of the nurse within the bargaining unit.
- 20.07 The Employer agrees to discuss with the Association the affect of such technological changes on the employment status of the nurses and to consider practical ways and means of minimizing the adverse affect, if any, on the nurses concerned. Nurses who are subject to lay-off due to technological change will be given notice of such lay-off at the earliest reasonable time and in keeping with the requirements of the applicable legislation.
- 20.08 Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Employer agrees that reasonable computer training will be provided at no cost to the nurses involved.

All staff meetings shall be scheduled within working hours where possible. If such meetings are mandatory, then nurses shall be paid at their straight time hourly rate of pay for the duration of the meeting.

Such meetings will be held at least every other month.

ARTICLE 21 - COMPENSATION

- 21.01 The salary rates in effect during the term of this agreement shall be the same as the general salary increase approved by the Ridley College Board of Governor on an annual basis. See Appendix "A" for wages to date. Appendix "A" will be amended as increases are approved as per the above.
- 21.02 (a) On hiring, nurses shall receive recognition for past nursing experience on the basis that for each year of such experience, the nurse will receive one (1) annual increment up to a maximum of the fourth level (i.e. 3 years) on the salary scale.
- (b) An annual increment shall be paid on each nurse's anniversary date of employment and after each fifteen hundred (1500) hours paid in the case of part-time nurses.
- 21.03 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, or where a nurse alleges she has been improperly classified, the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to review the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step #2 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure it may be submitted to arbitration.
- Any change in the rate established by the Employer through meetings with the Association or by a Board of Arbitration shall be retroactive to the time at which the new or changed classification was first filled.
- 21.04 A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that she will receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification. She shall retain her service review date for purposes of wage progression.
- 21.05 For a nurse who becomes disabled and is unable to carry out the regular functions of her position, the Employer and the Association shall meet to establish and agree on a special classification and salary as set out in Article 21.03.

ARTICLE 22 - JOB SHARING

- 22.01 The Employer and the Association agree that there may be Job Sharing Lines in future rotations. Should either party wish to Implement a Job Sharing line or change the number of Job Sharing lines, it shall request a meeting to discuss such change.
- The parties further agree that the result of such meeting will be a Letter of Understanding between the parties which sets out the terms and conditions of such job sharing line or lines, and will include the principles set out in 22.02, 22.03, 22.04 and 22.05.
- 22.02 The division of the hours on the Job Sharing line shall be determined by mutual agreement between the two nurses and the Nurse Manager.
- 22.03 Each Job Sharer may exchange tours with her partner, as well as with other nurses as provided for in Article 14.05 (f).
- 22.04 Should one of the nurses in a Job Sharing line position be absent for any reason, her partner will have the option to cover her work tour(s) or be replaced by one or more Part-time nurses as required. Such tour(s) shall be done in accordance with Article 14.05 (g).
- 22.05 An incumbent part-time nurse wishing to share her position may request to do so without having her half of the position posted. The other half of the position will be posted in accordance with Article 9.05 (a).

ARTICLE 23 - DURATION

- 23.01 Agreement shall remain in effect from July 1st, 2003 to June 30th, 2009 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.
- 23.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

Dated at St. Catharines, Ontario

this 30th day of January 2007.

FOR THE EMPLOYER

C. W. Jordan
Director of Finance

FOR THE ASSOCIATION

John M. Mann
Labour Relations Officer

APPENDIX "A"

SALARIES FOR PART-TIME NURSES

	Effective July 1, 2003 Hourly Rate	Effective July 1, 2004 Hourly Rate	Effective July 1, 2005 Hourly Rate
Start	20.36	20.93	21.52
1 Year	21.40	22.00	22.62
2 Years	22.26	22.89	23.53
3 Years	23.06	23.71	24.37
4 Years	23.47	24.12	24.80
5 Years	23.86	24.54	25.23
6 Years	24.26	24.89	25.59

	Effective July 1, 2006 Hourly Rate	Effective July 1, 2007 Hourly Rate	Effective July 1, 2008 Hourly Rate
Start	22.22		
1 Year	23.35		
2 Years	24.30		
3 Years	25.17		
4 Years	25.61		
5 Years	26.05		
6 Years	26.42		