

## **WORKPLACE PRACTICES**

Between:

**ROYAL CREST LIFECARE GROUP**  
(Hereinafter referred to as the "Home")

And:

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

Note: Throughout the Document, local issues have been indicated with italics.

Note: Ernst and Young, Inc. was appointed Interim Receiver of the estates of Royal Crest pursuant to Orders of the Court made on November 13, 2002 and Trustee in Bankruptcy of the estates of Royal Crest pursuant to receiving orders made on January 10, 2003.

The Bankruptcy Trustee is operating the Royal Crest Homes pursuant to the BIA, the NHA and the Ancillary Powers Order. The Bankruptcy Trustee has engaged the staff at the Homes pursuant to engagement letters. The Trustee and the Receiver are seeking a purchaser for the Homes.

On May 2, 2005, the Bankruptcy Trustee and ONA reached a Settlement Agreement which included an agreement that the Bankruptcy Trustee would adopt certain Workplace Practices subject to the qualifications and limitations set out in the Settlement Agreement. This document sets out those Workplace Practices and, as such, should be read subject to the Settlement Agreement.

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – PURPOSE .....	1
ARTICLE 2 – SCOPE & DEFINITIONS .....	1
ARTICLE 3 – MANAGEMENT RIGHTS.....	4
ARTICLE 4 – NO DISCRIMINATION.....	5
ARTICLE 5 – NO STRIKES OR LOCKOUTS .....	6
ARTICLE 6 – UNION COMMITTEES AND REPRESENTATIVES .....	6
ARTICLE 7 – UNION SECURITY .....	11
ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE .....	12
ARTICLE 9 – SENIORITY AND JOB SECURITY .....	17
ARTICLE 10 – NURSE FILES .....	22
ARTICLE 11 – LEAVE OF ABSENCE .....	23
ARTICLE 12 – PAID HOLIDAYS .....	29
ARTICLE 13 – VACATIONS .....	31
ARTICLE 14 – DISABILITY INCOME PROTECTION PLAN .....	39
ARTICLE 15 – HOURS OF WORK & SCHEDULING .....	42
ARTICLE 16 – PREMIUM & OTHER PAYMENT.....	53
ARTICLE 17 – BENEFITS .....	59
ARTICLE 18 – RETIREMENT INCOME PLAN.....	61
ARTICLE 19 – PROFESSIONAL RESPONSIBILITY .....	61
ARTICLE 20 – ORIENTATION AND IN SERVICE .....	62
ARTICLE 21 – MISCELLANEOUS .....	64
ARTICLE 22 – COMPENSATION.....	66
ARTICLE 23 – DURATION .....	69
APPENDIX "A" .....	70
RATES OF PAY .....	70
APPENDIX "B" .....	72
ASSESSMENT COMMITTEE CHAIRPERSONS .....	72
APPENDIX "C" – FOUR ON, TWO OFF SCHEDULE .....	73
APPENDIX "D" .....	75
PAY EQUITY AGREEMENT.....	75
LETTER OF UNDERSTANDING .....	76
RE: HARASSMENT AND DISCRIMINATION.....	76
LETTER OF UNDERSTANDING .....	77
RE: HARASSMENT AND DISCRIMINATION.....	77
LETTER OF UNDERSTANDING .....	78
RE: TRANSFERS BETWEEN HOMES WITHIN CHAIN .....	78
LETTER OF UNDERSTANDING .....	79
RE: PROVINCE-WIDE MULTI-UNION VIOLENCE IN THE NURSING HOME DISCUSSION .....	79
LETTER OF UNDERSTANDING .....	80
RE: NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN.....	80
LETTER OF UNDERSTANDING .....	83
RE: APPLICATION OF ARTICLE 14.01 (A) (I – II).....	83

SCHEDULE A .....85  
    CERTIFICATE OF NURSE CONFIRMING ABSENCE DUE TO PERSONAL ILLNESS OR  
    INJURY .....85  
SCHEDULE B .....86  
    MEDICAL CERTIFICATE OF INABILITY TO WORK .....86  
    DUE TO PERSONAL ILLNESS OR INJURY .....86  
SCHEDULE C .....87  
    MEDICAL CERTIFICATE OF READINESS TO RETURN TO WORK.....87  
    FOLLOWING PERSONAL ILLNESS OR INJURY .....87  
LETTER OF UNDERSTANDING .....88  
    RE: PARKING .....88

## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Document is to establish mutually satisfactory labour relations between the Home and the nurses covered by this Document. It provides the means for prompt settlement of grievances and establishes salaries, hours of work and other conditions of engagement.
- 1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents.
- 1.03 Subject to the Settlement Agreement, the Home undertakes that it will not enter into any other agreement or contract with those nurses for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Document.

## **ARTICLE 2 – SCOPE & DEFINITIONS**

### **2.01 Oakville**

*The Home recognizes the Ontario Nurses' Association as the sole and exclusive bargaining unit of all Registered and Graduate Nurses engaged by Oakville Lifecare Centre in Oakville, Ontario, save and except the Director of Care and persons above the rank of Director of Care.*

### **Townsvie**

*The Home recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent of all Registered and Graduate Nurses engaged in a nursing capacity by Royal Crest Lifecare Group carrying on business as Townsvie Lifecare Centre in the City of Hamilton, save and except the Director of Care and persons above the rank of Director of Care.*

### **Brantwood**

*The Home recognizes the Union as the Bargaining Agent for all Registered and Graduate nurses engaged by Brantwood Manor Nursing Homes Limited, Burlington, in a nursing capacity save and except the Director Of Nursing and persons above the rank of Director Of Nursing.*

### **Highbourne**

*The Home recognizes the Ontario Nurses' Association as the bargaining agent of all Registered and Graduate Nurses engaged in a nursing capacity at Highbourne Lifecare Centre in Etobicoke, Ontario, save and except Assistant Director of Care and persons above the rank of Assistant Director of Care.*

### **Marnwood**

*The Home recognizes the Union as the sole and exclusive bargaining unit of all registered and graduate nurses engaged by Marnwood Lifecare Centre in Bowmanville, Ontario, save and except the Director of Care and persons above the rank of Director of Care.*

Mississauga

*The Home recognizes the Union as the bargaining agent for registered and graduate nurses engaged by Royal Crest Lifecare Inc. (formerly known as Extencicare Health Care Services Inc.) at Mississauga, Ontario engaged in a nursing capacity save and except the Director of Care and persons above the rank of Director of Care.*

Norcliffe

*The Home recognizes the Union as the sole and exclusive Bargaining Agent for all Registered and Graduate Nurses engaged in a nursing capacity by Norcliffe Lifecare Centre in Hagersville, Ontario, save and except the Administrator and those above the rank of Administrator.*

St. Olga's

*The Home recognizes the Ontario Nurses' Association as the bargaining agent of all Registered and Graduate Nurses engaged by Martino Nursing Centres Inc. c.o.b. St. Olga's Lifecare Centre in the City of Hamilton, save and except Nurse Manager and persons above the rank of Nurse Manager.*

Stoney Creek

*The Home recognizes the Union as the sole and exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity by the Home save and except the Director of Resident Care and persons above the rank of Director of Resident Care.*

Strathaven

*The Home recognizes the Ontario Nurses' Association as the bargaining unit of all Registered and Graduate Nurses engaged in a nursing capacity at Strathaven Lifecare Centre in Bowmanville, Ontario, save and except Assistant Director of Care and persons above the rank of Assistant Director of Care.*

Yorkview

*The Home recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses engaged in a nursing capacity by Yorkview Lifecare Centre, (previously known as Oakridge Villa Nursing Home) in Downsview, Ontario, save and except the Assistant Director of Nursing and persons above the rank of Assistant Director of Nursing.*

- 2.02 (a) Mississauga, Norcliffe, Oakville, Townsview, Highbourne, St. Olga's, Strathaven

A full-time nurse shall mean a nurse covered by this Document who is committed to and regularly works the full work period of *thirty-seven and one-half (37.5) hours per week or seventy-five (75) hours bi-weekly*, exclusive of overtime.

Note at Oakville and Townsview: Nurses engaged on May 21, 1993 to work less than seventy-five (75) hours bi-weekly that are currently considered full-time, shall remain so.

Brantwood

A full-time nurse shall mean a nurse covered by this Document who is committed to and regularly works the full work period of *nine (9) days but not more than ten (10) days in a two (2) week period*, exclusive of overtime.

Marnwood

A full-time nurse shall mean a nurse covered by this Document who is committed to and regularly works the full work period of *at least thirty (30) hours per week*, exclusive of overtime.

Stoney Creek, Yorkview

A full-time nurse shall mean a nurse covered by this Document who is committed to and regularly works the full work period of *more than twenty-four (24) hours per week*, exclusive of overtime.

- (b) A regular part-time nurse is one who is committed to and regularly works less than the full prescribed bi-weekly hours of work.
- (c) A casual part-time nurse means a nurse who is called to work on a call in basis, but who does not work a regular schedule, or does so only for a specified period. Such nurse has the option of refusing work when it is made available to her.

2.03 Whenever the feminine pronoun is used in this Document, it includes the masculine pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.

2.04 Work of the Bargaining Unit

- (a) In order to protect the standard of nursing care, the Home shall not contract out the work normally performed by members of this bargaining unit except:
  - i) for purposes of instruction,
  - ii) in the event of an emergency situation,
  - iii) when performing developmental or experimental work, or
  - iv) when nurses are not available due to a nurse not reporting for work as scheduled or not being available for work.
- (b) Reassignment to other nurses of work normally performed by members of the bargaining unit shall not result in the termination, layoff or reduction in hours of any member of the bargaining unit.
- (c) When it is decided to not fill a position following a nurse's resignation, the Home will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representations on this matter.

2.05 Minimum Staffing

The Home agrees to engage sufficient registered staff and health care aides to meet the staffing needs that may be set from time to time by statute and/or regulation. In the event that there is insufficient staffing to meet this undertaking, the Home will post vacancies so that any unmet care undertaking will be satisfied.

2.06 For purposes of this Document and the benefits contained herein, including insurance coverage, dependent coverage is available to the nurse to cover her same sex partner and their dependents, in accordance with the terms and conditions of the plans.

2.07 A Graduate Nurse is defined as a nurse who is a graduate of a program acceptable to the College of Nurses of Ontario and is in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of engagement.

The continued engagement of a graduate nurse shall be in compliance with the *Nursing Home Act*.

A graduate nurse shall notify the Home of the results of the College of Nurses exam(s) she writes.

2.08 All references to officers, representatives and committee members of the Union in this Document shall be deemed to mean officers, representatives and committee members of the bargaining unit who are engaged by the Home.

2.09 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and the *Nursing Act*.

2.10 The terms "regular pay" and "straight time pay" when used in this Document shall mean the amounts indicated in the wage classifications contained in Schedule "A".

2.11 The word "Nurse" when used throughout this Document shall mean a person included in the above described bargaining unit.

**NOTE:** Where any reference is made to the *Nursing Home Act* it should be read to mean *Long-Term Care Homes Act*.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Home and without limiting the generality of the foregoing, it is the exclusive function of the Home:

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the facility.
- (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations.

- (c) To engage, transfer, layoff, schedule, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline nurses for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that a nurse has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- (d) To have the right to plan, direct, and control the work and direction of nurses and the operation of the facility. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules, the combining or splitting up of departments, and the increases or reduction of personnel in a particular area or on the whole.

3.02 The Home will exercise these rights in a manner consistent with this Document and apply the provisions of this Document in a reasonable manner.

#### **ARTICLE 4 – NO DISCRIMINATION**

4.01 The Home and the Union 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 Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under this Document.

4.02 There shall be no discrimination on the part of the Home, the Union or any nurses covered by this Document by reason of race, creed, colour, marital status, sex, nationality, ancestry, sexual orientation, disability, place of origin, residence, age, political or religious affiliation or other factors not pertinent to performance with respect to engagement, placement, promotion, salary determination or other terms of engagement.

The nurse rights set out above shall be interpreted within the context of the Ontario *Human Rights Code*.

4.03 The Union and the Home agree to abide by the Ontario *Human Rights Code*.

4.04 "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)*

(a) "Every person who is a nurse has a right to freedom from harassment in the workplace by the Home or agent of the Home or by another nurse because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or disability". [ref: Ontario *Human Rights Code, Sec. 5 (2)*].

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

The nurse rights set out above shall be interpreted within the context of the Ontario *Human Rights Code*.



A nurse who believes that she has been harassed, contrary to this provision shall follow the process set out in the Complaint, Grievance and Arbitration procedure in Article 8 of this Document prior to filing a complaint with the Ontario Human Rights Commission.

#### 4.05 Modified Work/Return to Work

- (a) The normal retirement age is sixty-five (65) years of age. The Home may continue to engage a nurse beyond retirement age, if the Home determines that the nurse can satisfactorily perform the requirements of her classification. (Effective December 12, 2006, the parties agree this sub-section no longer applies).
- (b) The parties recognize the duty of reasonable accommodation for individuals under the Ontario *Human Rights Code* and agree that this Document will be interpreted in such a way as to permit the Home and the Union to discharge that duty.
- (c) If a nurse becomes disabled, including WSIB, with the result that she is unable to perform the regular functions of her position, the Home may determine a special classification and salary, with the hope of providing an opportunity for continued engagement.

Positions established under this article will not constitute new classifications and shall lapse upon the termination, resignation, or retirement of the nurse in question.

- (d) Prior to any disabled nurse returning to work from a disability including WSIB to a modified/light/alternate work program, the Home will notify and meet with members of the bargaining unit executive to consult on a back to work program for the nurse. Any agreement resulting from these discussions which conflicts with this Document shall, subject to agreement by the Union, prevail over any provision of this Document in the event of a conflict.

Nothing in this language obligates the Home to establish a modified/light/alternative work program, except as required by law.

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

- 5.01 The Union agrees there will be no strikes and the Home agrees there will be no lockouts. The term "strike" and "lockout" shall bear the meaning given them in the Ontario *Labour Relations Act 1995*, as amended.

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

- 6.01 The Home will recognize the following:
  - (a) *Two (2)* nurse representatives. Upon mutual agreement of the parties, the number may be altered from time to time.
  - (b) A Grievance Committee of *two (2)* nurses.
  - (c) A Negotiating Committee of *two (2)* nurses.

**NOTE:** At Yorkview and Townsview, Highbourne - *three (3) nurses*.

- (d) A Union-Management Committee composed of an equal number of representatives of the Home and the Union. Meetings of this Committee shall be held at the request of either party, but no more than once quarterly. 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 these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.
- (e) All joint Home Union meetings noted above shall be scheduled where practical, during the nurse's working hours. The Home will provide replacement staff where operationally required.

6.02 The Union will supply the Home with the names of its representatives and any changes thereto.

6.03 The committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association.

6.04 (a) The Home shall pay representatives and Committee members their respective salaries for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiating this Document and renewals thereof, up to and including conciliation, and while attending meetings with the Home. Nurses on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.

Notwithstanding the foregoing, it is understood and agreed that in circumstances where local issue bargaining commences after a central conciliation process, the first (1<sup>st</sup>) day of such local negotiations will be treated for purposes of pay as if the negotiations commenced prior to conciliation.

- (b) It is agreed that members of the Grievance Committee may require a reasonably brief period of time during the day to fulfil their duties as Committee members as set out in a) above. However, it is further agreed that members of the Grievance Committee have their regular duties and responsibilities to perform for the Home and shall not leave their regular duties without first (1<sup>st</sup>) obtaining permission from their immediate supervisor or designate. Such permission shall not be unreasonably withheld.

6.05 The Home agrees that a Union representative shall be given the opportunity of interviewing each newly-engaged nurse, for a period not to exceed fifteen (15) minutes, and as early as practical during the probation period, for the purposes of advising such nurses of their rights and obligations under the terms of this Document, and the Union may provide membership forms at this meeting.

6.06 Health & Safety

- (a) The Home and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the *Occupational Health and Safety Act* as amended from time to time.

- (b) A Joint Health and Safety Committee representing management and nurses staff shall be constituted in accordance with the *Occupational Health and Safety Act*, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Home or other persons respecting the identification of hazards and standards. The Committee shall meet at least every three (3) months or more frequently if the Committee decides.

The Home agrees to accept as a member of its Joint Health and Safety Committee at least one (1) ONA representative selected or appointed by the Union from the Home.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Home at her regular or overtime rate.

Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace health & safety bulletin board.

- (c) The Home shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the nurse representative.

Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the *Occupational Health and Safety Act*, the Home shall afford a certified Committee member representing nurses the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a nurse certified member is not on-site and available, the Home shall afford a union designate selected by a Union, because of knowledge, experience and training, to represent the union members, the opportunity to accompany the inspector during the inspection of the workplace, or any part or parts thereof.

- (d) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the nurses, shall make monthly inspections of the workplace and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the nurses shall designate a member representing the nurses to inspect the workplace. Where possible that member shall be a certified member. The Home shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.

- (e) The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in S.51, S.52 and S.53 of the *Occupational Health and Safety Act* and the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.

- (f) The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.
- (g) The Home will use its best efforts to make all affected direct care nurses aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Nurses will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all nurses are aware of the requirement to practice universal precautions in all circumstances.
- (h) The parties further agree that suitable subjects for discussion at the Joint Labour Management Committee meetings will include aggressive residents.

The Home will review with the Joint Health and Safety Committee written policies to address the management of violent behaviour. Such policies will include but not be limited to:

- i) Designing safe procedures for nurses.
  - ii) Providing training appropriate to these policies.
  - iii) Reporting all incidents of workplace violence.
- (i) The Home shall:
    - i) inform nurses of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
    - ii) inform nurses regarding the risks relating to their work and provide training and supervision so that nurses have the skills and knowledge necessary to safely perform the work assigned to them;
    - iii) ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.
  - (j) A nurse shall:
    - i) work in compliance with the provisions of the *Occupational Health and Safety Act* and the regulations;
    - ii) use or wear the equipment, protective devices or clothing that the nurse requires to be used or worn;
    - iii) report to her Home or supervisor the absence of or defect in any equipment or protective device of which the nurse is aware and which may endanger herself or another nurse; and
    - iv) report to her Home or supervisor any contravention of the *Occupational Health and Safety Act* or the regulations or the existence of any hazard of which she knows.

(k) Injured Nurses Provisions

At the time an injury occurs, the Home shall provide transportation for the injured nurse (if the nurse needs it) to a hospital or a physician located within a reasonable distance or to the nurse place of residence. The Home shall pay for the transportation.

(l) Infectious Diseases

The Home and the Union desire to arrest the spread of infectious diseases in the workplace.

To achieve this objective, the Joint Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, nurse education and training, and personal protective equipment.

The Home will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

## (m) 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
- Training designed to ensure competency under the *Occupational Health and Safety Act* for those persons with supervisory responsibilities.

## 6.07

Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which a nurse is abused, threatened or assaulted while performing work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any nurse who believes she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, nurses as referred to herein shall mean all nurses of the Home notwithstanding Article 2.11.
- (b) The Home agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.
- (c) The Home will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Home agrees to provide training and information on the prevention of violence to all nurses who come into contact with potentially aggressive

persons. This training will be done during a new nurse's orientation and updated as required.

- (e) Subject to appropriate legislation, and with the nurse's consent, the Home will inform the Union within three (3) days of any nurse who has been subjected to violence while performing her work. Such information shall be submitted in writing to the Union as soon as practicable.

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

It is understood that all such occurrences will be reviewed at the Resident Care Conference.

6.09 It is recognized that the Labour Relations Officer is the signing authority for any documents which would form part of or amend this Document.

6.10 The Union may hold meetings on the Home's premises providing permission has been first (1<sup>st</sup>) obtained from the Home.

#### **ARTICLE 7 – UNION SECURITY**

7.01 The Home shall deduct monthly from the pay due to each nurse who is covered by this Document a sum equal to the monthly Union dues of each such nurse. Where a nurse has no earnings during the first (1<sup>st</sup>) payroll period, the deduction shall be made in the next payroll period where the nurse has earnings, within that month. The Union shall notify the Home in writing of the amount of such dues from time to time. The Home will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted.

7.02 The Home shall provide the Union with a list showing the names and Social Insurance Numbers of all nurses from whom deductions have been made. The report will identify the name of the facility. The Home will also identify job classification (where the bargaining unit includes classifications, nurses paid less than RNs) and status (i.e. full-time, part-time) of the nurses, all terminations and newly-engaged nurses. At least once per calendar year, the Home will provide the Union with a list which includes the addresses, shown on the Home's personnel records, of all current members of the bargaining unit. The Home will endeavour to provide information in electronic format if the Home has the technology.

7.03 The Home shall provide each nurse with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Home's payroll system.

7.04 The Union shall indemnify and save the Home harmless with respect to dues so deducted and remitted.

## **ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE**

Grievances may be filed in regard to any differences between the parties arising from the interpretation, application, administration, or alleged violation of this Document, including the question whether any matter is arbitrable. All grievances shall be restricted to matters which arose after the date of the Settlement Agreement, except for the Unresolved Grievances listed in Schedule C of the Settlement Agreement which shall be subject to this Grievance and Arbitration Procedure.

### **A. GRIEVANCE AND ARBITRATION PROCEDURE**

1. All grievances shall be taken up in the following manner:

#### Step One

A nurse (hereinafter referred to as “Grievor” for the purposes of this Article) having a grievance shall refer it in writing to her Department Head within eight (8) working days of the actual occurrence leading to the grievance. The Department Head shall reply to the grievance within five (5) working days from the date the grievance is received.

#### Step Two

If the grievance is not settled at Step 1, then within five (5) working days after the decision is given in Step 1, the Grievor, who may request the assistance of a Steward, shall submit the grievance in writing with as much detail as possible to the Administrator of the Home or the Administrator’s designated representative (collectively the “Administrator”). A meeting will then be held within ten (10) working days with the Administrator. At such a meeting, the Administrator may have such counsel and assistance as she may desire, and the Grievor may have a Steward present. The Union Representative may also be present at the request of the Steward or the Administrator. The decision of the Administrator shall be given in writing within ten (10) working days following the meeting.

#### Step Three

If the grievance is not settled at Step 2, then within five (5) working days after the decision is given at Step 2 the grievance may be referred in writing to both the designated representatives of the Bankruptcy Trustee and the Operator who will consult and respond within ten (10) working days of the grievance being so referred or hold a meeting with the Union Representative, Steward and Grievor or Grievance Committee, and then respond in writing within ten (10) working days of such meeting.

#### Step Four

If the grievance is not settled at Step 3, then within ten (10) working days after the decision is given at Step 3 the grievance may be referred to Mediation, Arbitration/Mediation or Arbitration by either the Bankruptcy Trustee or the Union in accordance with the terms of this Grievance and Arbitration Procedure. If no written request for Mediation, Arbitration/Mediation or Arbitration is received within ten (10) working days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

2. Any of the time allowances above may be extended by mutual agreement.
3. Working days under this Grievance and Arbitration Procedure excludes Saturdays, Sundays and paid holidays.

4. A grievance shall be on a form supplied by the Union and shall contain a statement of the matter complained of, the redress sought, and shall be signed by the Grievor submitting the grievance. If the grievance is a Policy Grievance or Group Grievance, the grievance form may be signed by the Steward or the Union Representative.
5. Any grievance which has been disposed of under the terms of this Grievance and Arbitration Procedure shall not be made the subject of another grievance.

#### Termination Grievance

6. A grievance respecting a termination without just cause of the engagement of a nurse shall be submitted directly to the Administrator at Step 2.

#### Bankruptcy Trustee Grievance

7. The Bankruptcy Trustee may file a grievance by forwarding a written grievance to the Union Representative, providing it is presented within ten (10) working days after the occurrence of the circumstances giving rise to the grievance. The Union Representative shall give a decision in writing within ten (10) working days after receiving the written grievance and, failing settlement, the grievance may be referred to Mediation, Mediation/Arbitration or Arbitration by the Bankruptcy Trustee in accordance with Step 4 of the Grievance and Arbitration Procedure.

#### Union Policy Grievance

8. The Union may institute a policy grievance at Step 3 of the Grievance and Arbitration Procedure providing that it is presented in writing within ten (10) working days after the occurrence of the circumstances giving rise to the grievance. However, it is expressly understood that this clause shall not be used to institute a grievance directly affecting a nurse or nurses where such nurse or nurses could themselves initiate a grievance as an individual or group grievance.

#### Group Grievance

9. Where a number of nurses have similar grievances and each nurse would be entitled to grieve separately, they may present a group grievance in writing identifying each Grievor who is grieving to the Administrator at Step 2 within eight (8) working days after the circumstances giving rise to the grievance occurred.

### **B. GRIEVANCE MEDIATION**

10. By mutual agreement of the Union and the Bankruptcy Trustee, a grievance may be submitted to Grievance Mediation at any time within ten (10) working days after the decision has been rendered at Step 3.
11. Grievance Mediation will commence within fourteen (14) working days of the grievance being submitted to mediation or such longer period of time as may be agreed to by the Bankruptcy Trustee and the Union.
12. No matter may be submitted to Grievance Mediation which has not been properly carried through the Grievance and Arbitration Procedure, provided that time limits in the Grievance and Arbitration Procedure may be extended by mutual agreement. Such agreement shall not be unreasonably withheld.



13. A Mediator shall be chosen from the following list on a rotating basis subject to availability:
  - (1) Gerry Lee
  - (2) Don Sheppard
  - (3) Pat Metcalfe
14. Proceedings before the Mediator shall be informal. The Mediator shall endeavour to assist the parties to settle the grievance by mediation and may limit the nature and extent of submissions and may impose such conditions as she considers appropriate.
15. If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
16. Any settlement shall be without prejudice or precedent.
17. If no settlement is reached at Grievance Mediation, the parties are free to submit the matter to Mediation/Arbitration or Arbitration in accordance with the provisions of this Grievance and Arbitration Procedure. In the event that a grievance which has been mediated subsequently proceeds to Mediation/Arbitration or Arbitration, no person serving as the Mediator may serve as Mediator/Arbitrator or Arbitrator. Nothing said or done by the Mediator may be referred to in Mediation/Arbitration or Arbitration.
18. The Union and the Bankruptcy Trustee will share equally the cost of the Mediator.

### **C. MEDIATION/ARBITRATION PROCESS**

19. By mutual agreement of the Union or the Bankruptcy Trustee, a grievance or grievances may be submitted to Mediation/Arbitration at any time within ten (10) working days after the decision has been rendered at the step prior to Arbitration or within five (5) working days following the conclusion of Grievance Mediation where no settlement has been achieved.
20. Mediation/Arbitration will commence within fourteen (14) working days of the grievance being submitted to the Mediator/Arbitrator or such longer period of time as may be agreed by the Bankruptcy Trustee and the Union.
21. No matter may be submitted to Mediation/Arbitration which has not been properly carried through the Grievance and Arbitration Procedure, provided that the time limits fixed in the Grievance and Arbitration Procedure may be extended by mutual agreement. Such agreement shall not be unreasonably withheld.
22. The Mediator/Arbitrator shall be chosen from the following list on a rotating basis subject to availability.
  - (1) Susan Stewart
  - (2) Janice Sarra
  - (3) Paul Haefling
  - (4) Jane Devlin
  - (5) William Kaplan
  - (6) Kevin Whittaker
23. The Mediator/Arbitrator shall endeavour to assist the parties to settle the grievance(s) by mediation.
24. If possible, an agreed statement of facts will be provided to the Mediator/Arbitrator, and if possible, in advance of the Mediation/Arbitration Conference.

25. If the parties are unable to settle the grievance by mediation, the Mediator/Arbitrator shall endeavour to assist the parties to agree upon the material facts in dispute and then shall determine the grievance by arbitration.
26. When determining the grievance by arbitration, the Mediator/Arbitrator may limit the nature and extent of the evidence and submissions and may impose such conditions as she considers appropriate.
27. The parties will share equally the cost of the Mediation/Arbitration, including the Mediator/Arbitrator's fee. The parties further agree that where the Mediator/Arbitrator's daily fee exceeds the standard contracted daily fee negotiated by the Union for mediation/arbitration services, as may be amended from time to time, the Bankruptcy Trustee shall be responsible for the Union's share of the daily fee that exceeds the standard contracted daily fee in addition to its 50% share of the Mediator/Arbitrator's fee. No costs of any Mediation/Arbitration shall be awarded to or against any party.

#### **D. ARBITRATION PROCESS**

28. Either the Union or the Bankruptcy Trustee may submit a grievance to Arbitration by giving notice in writing within ten (10) working days of the decision at Step 3.
29. The Arbitrator shall be selected from the following list of arbitrators on a rotating basis subject to availability of the arbitrator:
  - (1) Susan Stewart
  - (2) Janice Sarra
  - (3) Paul Haefling
  - (4) Jane Devlin
  - (5) William Kaplan
  - (6) Kevin Whittaker
30. The parties will share equally the cost of the Arbitration, including the Arbitrator's fee. No costs of any Arbitration shall be awarded to or against any party.
31. No matter may be submitted to Arbitration which has not been properly carried through the Grievance and Arbitration Procedure, provided that the time limits fixed in the Grievance and Arbitration Procedure may be extended by mutual agreement. Such agreement shall not be unreasonably withheld.
32. The Arbitrator shall issue a decision within twenty-one (21) working days of the conclusion of the hearing. The decision of the Arbitrator shall be final and binding upon the Bankruptcy Trustee, the Union and the nurses, subject to the limited appeal process set out below.

#### **E. POWERS OF A MEDIATOR/ARBITRATOR AND ARBITRATOR**

33. A Mediator/Arbitrator and an Arbitrator appointed under this Grievance and Arbitration Procedure shall have the powers and remedies set out below, except that no decision of the Arbitrator may impose any liability on the Bankruptcy Trustee which is inconsistent with section 14.06 of the BIA. Further, a Mediator/Arbitrator acting as Arbitrator or an Arbitrator shall not have the jurisdiction or authority to impose liability or order anything inconsistent with this Document, the Settlement Agreement, and Ancillary Powers Order, the Approval Order, or any Order of the Court, or this Grievance and Arbitration Procedure.

34. A Mediator/Arbitrator acting as Arbitrator and an Arbitrator under this Grievance and Arbitration Procedure shall conduct the arbitration in accordance with the *Ontario Arbitration Act*, 1991 except as amended by this Grievance and Arbitration Procedure. In addition to the powers set out in the *Arbitration Act*, and this Grievance and Arbitration Procedure, a Mediator/Arbitrator acting as Arbitrator and an Arbitrator under this Grievance and Arbitration Procedure shall have the power to:
- (a) require any party to furnish particulars before or during a hearing;
  - (b) require any party to produce documents or things that may be relevant to the matter and to do so before or during the hearing;
  - (c) fix dates for the commencement and continuation of hearings;
  - (d) summon and enforce the attendance of witnesses and to compel them to give oral or written evidence on oath in the same manner as a court of record in civil cases;
  - (e) administer oaths and affirmations;
  - (f) accept the oral or written evidence as the Arbitrator in their discretion considers proper, whether admissible in a court of law or not;
  - (g) enter any Home where anything is taking place or has taken place concerning any of the differences submitted to the Arbitrator, and inspect and view any work, material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences;
  - (h) authorize any person to do anything that the Arbitrator may do under clause (g) and to report to the Arbitrator thereon;
  - (i) make interim orders concerning procedural matters;
  - (j) interpret and apply human rights and other employment-related statutes to the relationship between the Bankruptcy Trustee and the nurses despite any conflict between those statutes and this Document, provided no such interpretation or application shall conflict with the Settlement Agreement;
  - (k) where the Arbitrator/Mediator or Arbitrator determines that a nurse has been discharged or otherwise disciplined for cause and the Workplace Practices do not contain a specific penalty for the infraction that is the subject-matter of the arbitration, the Arbitrator/Mediator or Arbitrator may substitute such other penalty for the discharge or discipline as she deems just and reasonable in all the circumstances;
  - (l) a Mediator/Arbitrator or Arbitrator, as the case may be, may mediate the differences between the parties at any stage in the proceedings with the consent of the parties. If mediation is not successful, the Mediator/Arbitrator or Arbitrator retains the power to determine the differences by arbitration;
  - (m) a Mediator/Arbitrator or Arbitrator, as the case may be, may enforce the written settlement of a grievance.
  - (n) a Mediator/Arbitrator or Arbitrator, as the case may be, may extend the time for the taking of any step in the Grievance and Arbitration Procedure, despite the expiration of the time, where the Mediator/Arbitrator is satisfied that there are reasonable

grounds for the extension and the opposite party will not be substantially prejudiced by the extension; and

- (o) where a party to the Settlement Agreement or a nurse fails to comply with any of the terms of the decision of a Mediator/Arbitrator or Arbitrator, any party to the Settlement Agreement affected by the decision may file in the Superior Court of Justice a copy of the decision exclusive of the reasons therefore, in the prescribed form, whereupon the decision shall be entered in the same way as a judgment or order of that court and is enforceable as such.

- 35. The decision of a Mediator/Arbitrator acting as Arbitrator or an Arbitrator shall be final and binding on the parties and the nurse.

#### **F. APPEAL/JUDICIAL REVIEW**

- 36. The Bankruptcy Trustee or the Union may make application to the Ontario Superior Court of Justice (Divisional Court) for judicial review of any decision of an Arbitrator/Mediator or Arbitrator regarding the interpretation, application, administration or violation of the Workplace Practices. The standard of review for any such judicial review shall be one employed by the Ontario Courts when reviewing a labour arbitrator's decision regarding the interpretation, application, administration or violation of this Document.
- 37. The Bankruptcy Trustee shall have a limited right of appeal to Mr. Justice Farley, or any other sitting judge of the Ontario Superior Court of Justice (in Bankruptcy and Insolvency), regarding any decision of the Arbitrator/Mediator or Arbitrator which imposes any obligations or liability upon the Bankruptcy Trustee which are inconsistent with Part I of the BIA.

#### **ARTICLE 9 – SENIORITY AND JOB SECURITY**

- 9.01 (a) Seniority and service for full-time nurses shall be defined as the length of continuous service with the Home since the date of last engagement, subject to Article 9.03-9.05, 9.17, 9.18 and 11.09 and any other related provision of this Document.
- (b) Part-time nurses shall accumulate seniority and service on the basis of fifteen hundred (1500) hours paid with the Home since the date of last engagement, equals one (1) year of seniority and service subject to Article 9.03-9.05, 9.17, 9.18 and 11.09 and any other related provision of this Document.  
  
The Union and the Home agree to abide by the Ontario *Human Rights Code*.
- (c) Subject to the above, seniority is limited to continuous service within the bargaining unit since date of last engagement.
- (d) The probationary period shall be:
  - i) four hundred and fifty (450) hours worked for full-time nurses;
  - ii) four hundred and fifty (450) hours worked or six (6) calendar months, whichever occurs first (1<sup>st</sup>), for regular part-time nurses; and,
  - iii) three hundred and sixty (360) hours worked or eight (8) calendar months, whichever comes first (1<sup>st</sup>), for casual part-time nurses.

9.02 *The Home agrees to keep a seniority list for all bargaining unit nurses and to post the same in a conspicuous place and supply copies of the current list to the Union twice a year.*

**NOTE:** *At St. Olga's and Strathaven include the following: in the months of January and July, and prior to any layoff.*

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

- (a) when on approved leave of absence with pay;
- (b) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
- (c) generally when absent due to disability including WSIB benefits, LTD benefits including the period of the disability program covered by employment insurance or absence due to illness or injury. For part-time nurses, accumulation will be based on the nurse's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the nurse is not absent due to injury or illness that exceeds thirty (30) consecutive calendar days, WSIB, vacation, pregnancy-parental leave, family medical leave or emergency leave.
- (d) in accordance with the Ontario *Employment Standards Act* ("ESA") when on pregnancy/ parental leave (currently a maximum of twelve (12) months), family medical leave (currently a maximum of eight (8) weeks) or emergency leave (currently a maximum of ten (10) days per year).

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

9.04 Seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions:

- (a) when on an approved leave of absence without pay, not provided for in 9.03(b) above;
- (b) when absent due to layoff for a period of thirty (30) calendar months;
- (c) when in receipt of WSIB as the result of injury or illness incurred while in the engagement of the Home for the period beyond twenty-four (24) months and up to thirty (30) months;
- (d) when on illness absence not paid by the Home for a period up to thirty (30) months.

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

9.05 A nurse shall lose all seniority and shall be deemed terminated if she:

- (a) resigns;
- (b) is discharged and not reinstated;

- (c) is absent for three (3) consecutive working days without notifying the Home unless a satisfactory reason is given;
- (d) is laid off for more than thirty (30) calendar months;
- (e) retires;
- (f) when in receipt of WSIB as the result of injury or illness incurred while engaged by the Home for the period in excess of thirty-six (36) months, and there is no reasonable likelihood the nurse will return to work within the foreseeable future;
- (g) when on illness absence not paid by the Home for a period in excess of thirty-six (36) months, and there is no reasonable likelihood the nurse will return to work within the foreseeable future;
- (h) fails upon being notified of a recall to a position of the same engagement status held prior to the layoff (other than a temporary or casual part-time position) to signify her intention to return within seven (7) 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 Home and fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties.

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

- 9.06
- (a) Where a vacancy which is not covered by Article 9.07 occurs in the bargaining unit, which the Home intends to fill, or a new position within the bargaining unit is established by the Home, such vacancy shall be posted in the nursing home for a period of ten (10) consecutive calendar days. Nurses may make written application to their Director of Care or designate for such vacancy within the period referred to herein. Applicants will be considered in accordance with Article 9.08. The name of the successful applicant shall be posted by the Home. If requested, a copy of the job posting shall be given to the Bargaining Unit President, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process.
  - (b) Subsequent vacancies caused by the filling of an earlier vacancy need only be posted for seven (7) consecutive calendar days.
  - (c) Where a nurse will be absent on vacation, she may indicate in writing to her Director of Care or designate her interest in any posting that may occur during her absence. This written indication will be treated as an application for the posting.
  - (d) The Home may temporarily fill any such vacancy or position while observing the procedure herein set forth until such time as a successful candidate has been chosen.
  - (e) The job posting requirements apply, prior to the exercise of recall rights by laid off nurses and notwithstanding the existence of layoff notices.
- 9.07
- (a) Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Home. In filling such vacancies,

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

- (b) A part-time nurse who is awarded a temporary full-time position shall be deemed to retain her part-time status.
- (c) If no internal applicant is qualified to perform the required work, the Home may fill the vacancy from outside the bargaining unit.
- (d) The nurse shall have the right to return to her former position upon return of the nurse whose position she is filling.

9.08 In all cases of job postings under Article 9.06 above, the following factors shall be considered:

- (a) skill and ability;
- (b) seniority.

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

9.09 Notwithstanding the level of entry to practice (baccalaureate degree in nursing which became effective in 2005), the Home will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

9.10 So long as a full-time position exists there will be no splitting of that position into two (2) or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

#### 9.11 Layoff and Recall

**NOTE:** In the event of a layoff, the Bankruptcy Trustee shall follow the Workplace Practices. For the purposes of such layoffs, seniority for determining the order in which nurses are to be laid off and length of notice required shall be based on the nurse's date of engagement by the Home or the date of engagement by the Bankruptcy Trustee, whichever is earlier.

Notice and severance pay under the ESA or the Workplace Practices shall be calculated as follows:

- (a) for layoffs in the normal course, service shall include service with the Home and the period of engagement by the Bankruptcy Trustee to a combined maximum of ten (10) years; and
- (b) in the event of a closure of the Home and/or in those situations where control or possession of the Home is removed from the Bankruptcy Trustee for any reason, service shall be deemed to commence the later of the Insolvency Date and the date on which the nurses was engaged by the Bankruptcy Trustee.

For greater clarity, normal course shall include layoffs as a result of the reduction of nurses other than a closure of the Home and/or in those situations where control or possession of the Home is removed from the Bankruptcy Trustee for any reason.

- (a) A layoff of nurses shall be made on the basis of seniority, based on an integrated seniority list of all hours paid since date of last engagement. It is understood and agreed that through the bumping procedure the first (1<sup>st</sup>) to be laid off are probationary nurses followed by those who work casual shifts. No agency or newly-engaged nurses will be used when there is a nurse on layoff provided that the nurses on layoff will meet the staffing requirements of the Home.

A nurse will not be laid off out of seniority order if her lack of qualification for a junior nurse's shift can be remedied by a three (3) day orientation to that shift. A nurse will not be denied recall to a shift if her lack of qualification for the recall opportunity can be remedied by a three (3) day orientation to that shift.

- (b) Recall to a regular part-time or full-time position shall be in order of seniority. A nurse will respond to a registered notice of recall within seven (7) calendar days of receipt of same and shall be available for work within an additional fourteen (14) days unless otherwise agreed.
- (c) The Home and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service which the Home will undertake after the layoff.

#### 9.12 Notice to Union of Long Term Layoff

In the event of a pending layoff of a permanent or long-term nature, the Home will:

- (a) Provide the Union with ninety (90) days' notice;
- (b) Meet with the Union to review the following:
- i) the reasons causing the layoff;
  - ii) the service which the Home will undertake after the layoff;
  - iii) the method of implementation, including areas of cutback and the nurses to be laid off.

It is understood that permanent or long-term nature means a layoff which will be longer than eight (8) weeks.

9.13 Ninety (90) days' notice of layoff shall be given to each affected individual which is not pyramided on the notice provided for in Article 9.12.

9.14 No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union, such consent not to be unreasonably withheld when shown to be in the best interests of residents.

9.15 Severance pay will be in accordance with the provisions of the ESA.

9.16 Where a full-time nurse receives a long-term layoff, she shall be entitled to receive, within twelve (12) months of the layoff, and upon the presentation of appropriate receipts, reimbursement of retraining costs up to two thousand five hundred dollars



(\$2,500.00). For regular part-time nurses the maximum is one thousand five hundred (\$1,500.00) and for casual part-time nurses the maximum is two hundred and fifty (\$250.00).

A nurse, upon long-term layoff, at her own expense, and except for short and long-term sickness and income protection, may continue benefit coverage for a period of twelve (12) months following the layoff by arranging to pay the full premiums, in advance, on a quarterly basis.

#### 9.17 Positions Outside the Bargaining Unit

- (a) A nurse who substitutes temporarily in a position outside the bargaining unit shall be covered by this Document for up to fifteen (15) months from the date of the assignment. Bargaining unit nurses shall be given the first (1<sup>st</sup>) opportunity to fill the resulting vacancy. The nurse shall have the right to return to her bargaining unit position prior to the expiry of the fifteen (15) month period by giving the Home six (6) weeks' notice. A nurse who remains outside of the bargaining unit beyond the period covered by this article shall lose all seniority.
- (b) A nurse who accepts a promotion with the Home to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three (3) months shall be given credit for all seniority and service accrued while outside the bargaining unit plus all seniority and service accrued in the bargaining unit prior to the promotion. Should the nurse return to the bargaining unit, all other nurse(s) shall revert to their previous positions.

#### 9.18 Change of Status

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

**NOTE:** Provisions relating to retention of sick leave credits on transfer to part-time status will be dealt with under the sick leave issue and will not be deleted by this standard language. Similar treatment will apply to provisions on vacation or other credits on transfer.

### **ARTICLE 10 – NURSE FILES**

- 10.01 A copy of any completed formal evaluation which is to be placed in a nurse's file shall be first (1<sup>st</sup>) reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Home against the nurse.

Having provided a written request to the Director of Care, or her designate, a nurse shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Care, at a mutually agreeable time.

- 10.02 The Home will accommodate reasonable requests for copies of performance appraisals and records of discipline in a nurse's file.
- 10.03 Letters of discipline shall be removed from a nurse's file eighteen (18) months following the receipt of such letters provided that the nurse's disciplinary record has remained discipline free over the eighteen (18) month period.

## **ARTICLE 11 – LEAVE OF ABSENCE**

### 11.01 Personal Leave of Absence

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

### 11.02 Union Leave

#### (a) i) Local Union Leave

*The Home agrees to grant leaves of absence without pay to no more at one time than two (2) nurses selected by the Union to attend Union business, including conferences and conventions*

The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed sixty-five (65) working days in a calendar year.

#### Brantwood

*Leave of absence for Union business shall be given provided adequate written notice is given to the Home. The Home agrees that permission for such leave will not be unreasonably withheld.*

#### Marnwood

**NOTE:** *No limit to the number of nurses off at one time.*

#### Mississauga

*The Union will give at least two (2) weeks' notice when possible that such leave is required.*

#### Norcliffe

*Providing reasonable notice is given, the Home will not arbitrarily withhold leave of absence to nurses to attend Union business. Not more than one (1) nurse shall be on such leave of absence at any time.*

Stoney Creek

*Upon delivery of two (2) weeks' written notice to the Home and provided that such leave of absence shall not involve more than one scheduled nurse at each occasion.*

Yorkview

*Provided adequate notice is given to the Home, and provided another nurse will fill in.*

St. Olga's, Strathaven

*The Union will give at least (2) weeks' notice when possible that such leave is required.*

(b) Leave of Absence for Nurses on 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 (100) days annually. Leave of absence for board members of the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

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

A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to three (3) consecutive two (2) year terms. During such leaves of absence salary and benefits will be kept whole by the Home and the Union agrees to reimburse the Home for such salary and Home contributions to benefits. The nurse agrees to notify the Home of her intention to return to work within two (2) weeks following termination of office.

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

A nurse who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty-five (35) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

## (e) The Home agrees to keep the salary and benefits whole for all nurses on Union Leave under clauses (a), (b), (c) and (d) above, and will bill the Union for such salary, as well as employment insurance, C.P.P., E.H.T. and W.S.I.B. premiums, vacation pay (where such nurse is paid a percentage of earnings) and RRSP and/or percentage in lieu contributions as applicable. It is understood that nurses accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the nurse. It is further understood that

should EHT be switched to a premium based financing method there will be no obligation to reimburse the Home for that cost.

### 11.03 Professional and Education Leaves

- (a) Leave of absence with pay or without pay may be granted to nurses to attend professional and educational meetings, courses, or other events which may be judged beneficial to the nurse's professional development, especially as it relates to her responsibilities with the Home.
- (b) Where a nurse is required by the Home to attend a course or workshop, the Home agrees to pay any applicable fee and the Home agrees to compensate such nurses for the time off from work as the result of attending the course.
- (c) Leave of absence without pay may be granted to nurses for up to one (1) academic year to attend further education which may be judged by the Home to be beneficial to the nurse's professional development, especially as it relates to her responsibilities with the Home. This request shall not be unreasonably denied. The nurse who is granted such a leave will make a commitment to return to work for a period equal to that of the leave.
- (d) Professional leave without pay will be granted to full-time and regular part-time nurses who are elected to or appointed to the College of Nurses or the Registered Nurses Association of Ontario to attend regularly scheduled meetings of the College of Nurses or the Registered Nurses Association of Ontario subject to the following limitations:
  - i) No more than one (1) nurse may be absent at one time;
  - ii) Nurses must provide at least thirty (30) calendar days' notice in writing;
  - iii) Provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home.

#### Marnwood

Professional leave with pay will be granted to nurses who are elected to the College of Nurses of Ontario to attend the regularly scheduled meetings.

### 11.04 Compassionate Leave

- (a) Upon the death of a nurse's spouse, spouse to include same sex partner, child or stepchild, a nurse shall be granted leave up to a maximum of five (5) continuous calendar days without loss of pay. One (1) of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Home.
- (b) When a death occurs in the immediate family of a nurse, the nurse shall be granted leave up to a maximum of three (3) consecutive days without loss of pay around the date of the funeral or equivalent service provided that the nurse must be regularly scheduled to work such days to receive pay.
- (c) Immediate family shall be defined as parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather and grandchildren.

- (d) A nurse shall be granted one (1) day bereavement leave without loss of pay to attend the funeral, or if there is no funeral, an equivalent service for her aunt or uncle, niece or nephew. Where there is a funeral but the nurse cannot attend by reason of religion or other protected grounds under the Ontario *Human Rights Code*, the nurse shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.
- (e) A nurse will not be eligible to receive payment for any period in which she is receiving any other payments. For example, holiday pay, vacation pay or sick pay.
- (f) Where it is necessary, because of distance, the nurse may apply for personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

#### 11.05 Pregnancy and Parental Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the ESA, except where amended in this provision.
- (b) If possible the nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Home at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (d) A nurse who is on pregnancy leave as provided under this Document, who has completed five (5) months of continuous service and has applied for and is in receipt of employment insurance pregnancy/parenting benefits pursuant to Sections 22 and 23 of the *Employment Insurance Act, 1997*, as amended shall be paid a supplemental employment benefit ("SUB"). That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings (which for part-time nurses shall include percentage-in-lieu, effective for leaves which commence after November 20, 2006) and the sum of her weekly employment insurance benefits and any other earnings. Such payment shall commence following receipt by the Home of the nurse's employment insurance cheque stub as proof that she is in receipt of employment insurance pregnancy/parenting benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of seventeen (17) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The normal weekly hours for a nurse working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the employment insurance benefit.

The nurse does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect

of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) A nurse who becomes a parent, and who has been engaged for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- (f) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first (1<sup>st</sup>) time. For nurses on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the nurse also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (g) The nurse shall give the Home two (2) weeks' written notice of the date the leave is to begin unless exempt under the ESA. Parental leave ends thirty-five (35) weeks after it began if the nurse also took pregnancy leave and thirty-seven (37) weeks after it began if the nurse did not or on an earlier day if the nurse gives the Home at least four (4) weeks' written notice of that day.
- (h) A nurse who is on parenting leave as provided under this Document, who has completed five (5) months of continuous service and has applied for and is in receipt of employment insurance parenting benefits pursuant to Section 23 of the *Employment Insurance Act, 1997*, as amended shall be paid a SUB. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings (which for part-time nurses shall include percentage-in-lieu, effective for leaves which commence after November 20, 2006) and the sum of her weekly employment insurance benefits and any other earnings. Such payment shall commence following receipt by the Home of the nurse's employment insurance cheque stub as proof that she is in receipt of employment insurance pregnancy/parenting benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a nurse working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the employment insurance benefit. (currently twenty-eight (28) weeks)

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

- (i) For the purposes of parental leave, the provisions under (a) and (c) shall also apply.

#### 11.06 Jury and Witness Duty

A nurse required to serve on jury duty, or as a witness in a case in which the Crown is a party, or as a witness at an inquest, or as a witness in a case arising out of her

engagement, or as a witness at a hearing of the College of Nurses of Ontario, shall not lose regular pay because of such attendance, provided that the nurse:

- (a) shall notify the Director of Care, as soon as possible, when required to serve under any of the above circumstances;
- (b) presents proof of service requiring her attendance;
- (c) deposits with the Home an amount equal to the jury duty attendance fees received by the nurse in any above cases but not any expenses paid by the nurse and received from the authorities for necessary travel, accommodations and meals;
- (d) will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that a nurse is scheduled to the afternoon shift, she shall not be required to attend court and then report for duty the same day; and
- (e) will not be required to work on the night shift prior to such duty. Where the nurse's presence is required in court past 1700 hours, she shall not be required to attend work for her night shift commencing later that day.

11.07 Nurses seeking to be appointed by the Province as classifiers shall have their applications co-signed by the Home. Subject to operational requirements nurses offered such assignments by the Province will be granted leave without pay. On the basis that the Home will be fully reimbursed for any such leave by the Ministry of Health, the Home will maintain the nurse's regular straight time wages and will provide full accumulation of seniority and service and as well as all other benefits under this Document. If such leave is not fully funded by the Ministry of Health, it shall be without pay and subject to the effect of absence language.

11.08 Family Medical Leave

A nurse is entitled to family medical leave in accordance with the provisions of the ESA.

11.09 Effect of Absence

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

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

- (d) The nurse's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, vacation credits or any other benefits under any provision of this Document or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Home shall continue to pay its share of the premium for the benefit plans for nurses who are on paid leave of absence or WSIB, and will continue to pay its share of the premium for the benefit plans in accordance with the ESA for nurses who are on pregnancy/parental leave (currently a maximum of twelve (12) months) or family medical leave (currently a maximum of eight (8) weeks) or emergency leave (currently a maximum of ten (10) days per year). It is understood that the obligation of the Home to pay its share of the health and welfare benefits while a nurse is on WSIB shall continue only so long as the engagement relationship continues or thirty (30) months, whichever occurs first (1<sup>st</sup>) unless prohibited by legislation.
- (g) It is understood that a nurse who chooses to continue benefits under (a), (b) or (f) above shall provide the Home with payment for the amount required on or before the first (1<sup>st</sup>) day of the month in which payment is due.
- (h) Notwithstanding 11.09 (e), when a nurse is on an educational leave under Article 11.03 above, she will continue to accumulate seniority for up to one (1) academic year. The nurse will have the option of remaining in the benefits plans provided she pays the total cost of such benefit premiums subject to clause (a) above. Seniority for part-time will be based on average over the last twenty-six (26) weeks prior to Leave of Absence.
- (i) In cases of absences for pregnancy and parental leave under the ESA, seniority and service shall accrue for the duration of the leave and the Home will maintain its share of the insured benefit premiums provided the nurse issues a cheque to the Home covering her portion of the premiums each month in advance.

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

## **ARTICLE 12 – PAID HOLIDAYS-**

- 12.01 (a) A full-time nurse who otherwise qualifies hereunder shall receive the following paid holidays:
- |   |   |
|---|---|
| <i>New Year's Day (Jan. 1<sup>st</sup>)</i> | <i>Labour Day</i>                             |
| <i>3<sup>rd</sup> Monday in February</i>    | <i>Thanksgiving Day</i>                       |
| <i>Easter Monday</i>                        | <i>Remembrance Day (Nov. 11<sup>th</sup>)</i> |
| <i>Good Friday</i>                          | <i>Christmas Day (Dec. 25<sup>th</sup>)</i>   |
| <i>Victoria Day</i>                         | <i>Boxing Day (Dec. 26<sup>th</sup>)</i>      |
| <i>Canada Day (July 1<sup>st</sup>)</i>     | <i>Civic Holiday</i>                          |
- (b) If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Document, such additional proclaimed holiday will replace one of the above named holidays as agreed by the parties. The



intent is that there will be no more than twelve (12) paid holidays per calendar year for the duration of this Document.

- (c) In a Home where float holidays exist, in order to qualify for the float holidays, a newly-engaged nurse must have completed their probationary period to be eligible.

12.02 Holiday pay for full-time nurses will be computed on the basis of the number of hours the nurse would otherwise work had there been no holiday at her regular rate of pay.

- 12.03 (a) In order to be eligible for a paid holiday, a full-time nurse must have worked her last scheduled shift immediately preceding, and her first (1<sup>st</sup>) scheduled shift immediately following, the holiday; provided a nurse shall not lose holiday pay if she is absent on any such days, and such absence is a scheduled day off, is a vacation day, is excused by the Home, or is the result of an illness or injury confirmed by a physician's certificate, if requested, or is on approved leave of absence. Nurses shall not be entitled to holidays with pay which fall during the period of Pregnancy, Parental, WSIB, or unpaid leave of absence over thirty (30) days.

A full-time nurse who is absent as a result of legitimate illness or accident which commenced within a calendar month of the date of the holiday will be eligible for the holiday(s), to a maximum of two (2) holidays in any period of illness.

Full-time nurses who are not required to work on any of the foregoing holidays shall be given the day off with pay.

- (b) An otherwise eligible full-time nurse, who is scheduled to work on one of the designated holidays but does not report to work and work as scheduled, shall forfeit her holiday pay for the particular holiday unless absent for a bona fide reason.

12.04 A nurse who is required to work on any of the above named holidays shall be paid at the rate of time and one-half (1½) her regular straight time rate of pay for all hours worked on such holiday. In addition, a full-time nurse will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the number of hours in a normal daily shift.

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

- 12.06 (a) If a paid holiday falls during a full-time nurse's vacation, her vacation shall be extended accordingly, unless the nurse and the Home agree to schedule a different day off with pay on a mutually agreeable day within a period of eight (8) weeks after the holiday, providing the nurse qualifies for the holiday pay.
- (b) If a paid holiday falls on a full-time nurse's regular day off, another day off with pay shall be scheduled on a mutually agreeable day within a period of eight (8) weeks after the holiday, providing the nurse qualifies for the holiday pay.

- (c) Failing such mutual agreement in either (a) or (b) above, the full-time nurse shall be paid in accordance with Article 12.02. Notwithstanding the foregoing, if the Home is unable to offer any lieu day to the nurse, the period of time for scheduling such days will be repeated.

12.07 Paid Holidays – Long Weekends

- (a) When a nurse is scheduled to work a weekend where a paid holiday falls on the Monday or the Friday, the Home shall endeavour to also schedule the nurse to work the paid holiday.
- (b) When the nurse is scheduled off on a weekend where a paid holiday falls on the Monday or the Friday, the Home shall endeavour to schedule the nurse off the paid holiday.
- (c) In the event of a scheduling conflict, 12.07(a) will be the deciding provision.

12.08 Marnwood

*The Home will endeavour to arrange the paid holidays to be divided equitably among the nurses in the Home.*

Strathaven

*The Home will endeavour to arrange the paid holidays to be divided equitably among the nurses in the Home. The Home will endeavour to schedule work on paid holidays to be divided equitably among the nurses in the Home.*

**ARTICLE 13 – VACATIONS**

13.01 Oakville, Townsview, Highbourne, Marnwood, Mississauga, Norcliffe, Stoney Creek, Strathaven, St. Olga's

All nurses shall receive vacations with pay based on length of full-time continuous service as follows:

- (a) Nurses who have completed less than one (1) year of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to a vacation on the basis of one and one-quarter (1.25) days for each completed month of service with pay in the amount of six percent (6%) of gross earnings.
- (b) Nurses who have completed one (1) or more years of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to an annual vacation of three (3) weeks with pay.
- (c) Nurses who have completed three (3) or more years of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to an annual vacation of four (4) weeks with pay.
- (d) Nurses who have completed fifteen (15) or more of full-time continuous service (as of the date and methods for determining vacation entitlement in

the individual nursing home) shall be entitled to an annual vacation of five (5) weeks with pay.

- (e) Nurses who have completed twenty-three (23) years or more of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to an annual vacation of six (6) weeks with pay.

### Brantwood

All nurses shall receive vacations with pay based on length of full-time continuous service as follows:

- (a) Nurses who have completed less than one (1) year of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to a vacation on the basis of one and one-quarter (1.25) days for each completed month of service with pay in the amount of six percent (6%) of gross earnings.
- (b) Nurses who have completed one (1) or more years of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to an annual vacation of three (3) weeks with pay at her regular rate.
- (c) Nurses who have completed three (3) or more years of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to an annual vacation of four (4) weeks with pay at her regular rate.
- (d) Nurses who have completed fifteen (15) or more of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to an annual vacation of five (5) weeks with pay at her regular rate. Superior conditions as it relates to five (5) week vacation to be maintained in this Document.
- (e) Nurses who have completed twenty-three (23) years or more of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to an annual vacation of six (6) weeks with pay at her regular rate.

### Norcliffe

Notwithstanding Articles 13.01 (a) and (b), the Director of Nursing shall receive four (4) weeks' annual vacation until such time as she has seventeen (17) years of service, at which time she shall receive five (5) weeks' annual vacation.

Nurses will not be allowed to take vacations in advance of accrued credits. No vacation credits shall be earned for any month in which the nurse is absent without pay for more than ten (10) days in that month.

Stoney Creek

If a nurse works or receives paid leave for less than fifteen hundred (1500) hours in the vacation year, she 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%

Yorkview

All nurses shall receive vacations with pay based on length of full-time continuous service as follows:

- i) Nurses who have completed less than one (1) year of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to a vacation on the basis of one and one-quarter (1.25) days for each completed month of service with pay in the amount of six percent (6%) of gross earnings.
- ii) Nurses who have completed one (1) or more years of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to an annual vacation of three (3) weeks of gross earnings during the vacation year.
- iii) Nurses who have completed three (3) or more years of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to an annual vacation of four (4) weeks of gross earnings during the vacation year.
- iv) Nurses who have completed fifteen (15) or more of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to an annual vacation of five (5) weeks of gross earnings during the vacation year. Superior conditions as it relates to five (5) week vacation to be maintained in this Document.
- v) Nurses who have completed twenty-three (23) years or more of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to an annual vacation of six (6) weeks of gross earnings during the vacation year.

13.02 Effective at the commencement of the 2007 vacation year (applies to all Homes):

All nurses who are regularly scheduled seventy-five (75) hours on a bi-weekly basis, shall receive vacations with pay based on length of full-time continuous service as follows:

- (a) Nurses who have completed less than one (1) year of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to a vacation on the basis of one and one-quarter (1.25) days for each completed month of service with pay in the amount of six percent (6%) of gross earnings.
- (b) Nurses who have completed one (1) or more years of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to an annual vacation of three (3) weeks at their current rate.
- (c) Nurses who have completed three (3) or more years of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to an annual vacation of four (4) weeks at their current rate.
- (d) Nurses who have completed fifteen (15) or more of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to an annual vacation of five (5) weeks at their current rate.
- (e) Nurses who have completed twenty-three (23) years or more of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual nursing home) shall be entitled to an annual vacation of six (6) weeks at their current rate.

If a nurse who is regularly scheduled seventy-five (75) hours on a bi-weekly basis, works less than fifteen hundred (1500) hours in the vacation year, she shall receive vacation pay as a percentage of gross earnings in accordance with Article 13.03 below.

13.03 All regular part-time nurses shall be entitled to vacation pay based upon the applicable percentage of their gross earnings provided in accordance with the vacation entitlement of full-time nurses on the following basis:

3 week entitlement	- 6%
4 week entitlement	- 8%
5 week entitlement	- 10%
6 week entitlement	- 12%

Casual part-time nurses will be paid vacation pay in accordance with the above entitlement on gross earnings. Equivalent years of service will be based on the casual part-time nurse's seniority established under Article 9.01 and will be calculated on the basis that fifteen hundred (1500) hours of part-time service shall equal one (1) year of full-time service and vice-versa.

Effective at the commencement of the 2007 vacation year,

All nurses who are regularly scheduled less than seventy-five (75) hours on a bi-weekly basis, shall be entitled to vacation pay based upon the applicable percentage of their gross earnings provided in accordance with the vacation entitlement for nurses who are scheduled seventy-five (75) hours on a bi-weekly basis on the following basis:

3 week entitlement	- 6%
4 week entitlement	- 8%

5 week entitlement	– 10%
6 week entitlement	– 12%

Casual part-time nurses will be paid vacation pay in accordance with the above entitlement on gross earnings. Equivalent years of service will be based on the casual part-time nurse's seniority established under Article 9.01 and will be calculated on the basis that fifteen hundred (1500) hours of part-time service shall equal one (1) year of full-time service and vice-versa.

- 13.04 (a) For the purpose of vacation entitlement service for nurses who transfer from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time nurse engaged by the Home and accumulated on a continuous basis.
- (b) Part-time nurses shall receive vacation entitlement on the basis of fifteen hundred (1500) hours paid equals one (1) year of service.

13.05 Part-Time Vacation Pay

If the Home currently has the computer systems' capability to implement bi-weekly vacation pay, they shall do so by the start of the next vacation year or earlier.

Those Homes with no computer capability will endeavour to implement bi-weekly vacation pay if there is no significant administrative burden, by the start of the next vacation year or earlier. If the Home does not so implement, it will provide reasons in writing to the Union.

Where possible without extensive programming changes, the amount of vacation pay will be separately identified on the pay stub.

- 13.06 Part-time nurses must take at least two (2) calendar weeks of vacation per year in blocks of not less than one (1) week, in accordance with the vacation scheduling provisions of this Document. Absent the nurse's co-operation in this regard, the Home will schedule the nurse's two (2) weeks of vacation.

- 13.07 A nurse who ceases her engagement with the Home for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation, it being understood and agreed that the nurse will provide at least two (2) weeks' notice of termination.

13.08 Vacations – Interruption

- (a) Where a nurse's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the nurse provides satisfactory documentation of the hospitalization.
- (b) Where a vacationing nurse becomes seriously ill requiring her to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the nurse provides satisfactory documentation of the hospitalization.
- (c) The portion of the nurse's vacation which is deemed to be sick leave under the above provisions will not be counted against the nurse's vacation credits.

Vacation SchedulingGeneral

- 13.09
- (a) *Nurses shall request vacation in writing by March 15<sup>th</sup>. The nurse shall be notified of approved vacation by April 15<sup>th</sup>. Written requests submitted after the March 15<sup>th</sup> deadline shall be dealt with on a first (1<sup>st</sup>) come first (1<sup>st</sup>) serve basis.*
  - (b) *Vacation requests shall not be unreasonably denied.*
  - (c) *Vacation quotas shall not be unduly restrictive and shall only include members of the bargaining unit.*
  - (d) *In the event of conflict, where more than one nurse requests the same period of vacation than staffing permits seniority shall be the deciding factor. The parties agree that the proper operation of the Home will be considered at all times when granting or denying vacation requests.*
  - (e) *A week of vacation shall be defined as seven (7) consecutive calendar days which includes five (5) vacation days and two (2) days off.*
  - (f) *Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following the vacation.*

Oakville

- (a) *Nurses shall arrange vacation with the Home by filling out the vacation request form on an individual basis. The Home shall reply in writing to the nurse within two (2) weeks of such request.*
- (b) *Vacation may commence on any day of the week.*
- (c) *The weekend before and after the vacation shall be scheduled off, if mutually agreed.*
- (d) *Vacation may be taken at any time of the year except vacation will not normally be granted between December 15<sup>th</sup> and January 15<sup>th</sup>.*
- (e) *In prime time (July and August of each year) no more than two (2) weeks may be taken unless staffing permits.*

Marnwood

- (a) *Vacation may commence on any day of the week.*
- (b) *The weekend before and after the vacation shall be scheduled off, if mutually agreed.*
- (c) *Vacation may be taken at any time of the year.*
- (d) *In prime time (July and August of each year) no more than two (2) weeks may be taken unless staffing permits.*

Townsvie, Highbourne

- (a) *Nurses shall arrange vacation with the Home by filling out the vacation request form on an individual basis. The Home shall reply in writing to the nurse within two (2) weeks of such request. Registered Nurses shall be replaced with a Registered Nurse for vacation periods provided they are available.*
- (b) *Vacation may commence on any day of the week.*
- (c) *The weekend before and after the vacation shall be scheduled off, if requested by the nurse.*
- (d) *Vacation may be taken at any time of the year except vacation will not normally be granted between December 15<sup>th</sup> and January 15<sup>th</sup>.*
- (e) *In prime time (July and August of each year) no more than two (2) weeks may be taken unless staffing permits.*

St. Olga's

- (a) *All vacation requests must be submitted to the Director of Nursing, in the prescribed form, by March 31 of each year. An approved schedule will be posted by April 30<sup>th</sup> of each year. Written requests submitted after the March deadline shall be dealt with on a first (1<sup>st</sup>) come first (1<sup>st</sup>) serve basis.*
- (b) *Vacation may commence on any day of the week.*
- (c) *The Home will endeavour to provide vacation weeks off inclusive of weekends at the start and at the end of the vacation period.*
- (d) *In prime time (July and August of each year) no more than two (2) weeks may be taken unless staffing permits.*

Strathaven

- (a) *Vacation entitlement will be granted to all full-time and part-time nurses in accordance with the above schedule and nurses will not be allowed to take vacation in advance of accrued credits. Vacations are not cumulative from year to year and all vacations must be taken by June 30<sup>th</sup> of the following year. Nurses may not waive a vacation and draw double pay.*
- (b) *Vacation may commence on any day of the week.*
- (c) *The Home will endeavour to provide vacation weeks off inclusive of weekends at the start and at the end of the vacation period.*
- (d) *Vacations during the June 15 to September 15 period will be limited to 2 consecutive weeks in duration. Consideration will be given to additional consecutive weeks of vacation upon written request.*
- (e) *In prime time (July and August of each year) no more than two (2) weeks may be taken unless staffing permits.*



Norcliffe

- (a) *All vacation requests must be submitted to the Director of Nursing, in the prescribed form, at least six (6) weeks in advance of the vacation dates, save and except in extenuating circumstances.*
- (b) *It is further understood that single vacation days may be granted providing these days are requested in writing at least six (6) weeks in advance of the vacation day.*

Stoney Creek

- (a) *The Home will endeavour to provide vacation weeks off inclusive of weekends at the start and at the end of the vacation period.*
- (b) *In prime time (July and August of each year) no more than two (2) weeks may be taken unless staffing permits.*

Mississauga

- (a) *Normally vacation will not be scheduled over the Christmas, New Year's period however, applications with compelling reasons for this Home will be considered.*
- (b) *No changes shall be allowed in the schedule except upon consent of the nurses affected and the Home.*

Yorkview

*Where more nurses request the same period of vacation than schedules permit, then seniority shall be the deciding factor, and when possible, nurses' requests to switch vacation entitlement amongst themselves shall not be unreasonably denied.-*

Vacation Year13.10 Brantwood

*For the purposes of calculating vacations and eligibility, the vacation year shall be from May 1<sup>st</sup> of any year to April 30<sup>th</sup> of the following year.*

Highbourne

*Commencing January 1, 2006, for the purpose of calculating eligibility, the vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup> annually.*

Mississauga, Yorkview

*For the purpose of calculating eligibility, the vacation year shall be from July 1<sup>st</sup> to June 30<sup>th</sup> of the following year.*

Strathaven

*For the purposes of calculating vacations and eligibility, the vacation year shall be from July 1 to June 30 of the following year.*

Stoney Creek

*The vacation year is a period between the nurse's anniversary dates.*

Vacation Accumulation Year to Year13.11 Oakville

*All vacation must be taken by May 31<sup>st</sup> of the year following the year in which it was earned.*

Townsvew, Highbourne

*All vacation must be taken by June 30<sup>th</sup> of the year following the year in which it was earned.*

Brantwood

*Vacation shall be taken during the current calendar year*

Norcliffe

*A nurse may only accumulate a maximum of twenty (20) days of vacation credits.*

St. Olga's, Strathaven

*Vacation entitlement will be granted to all full-time and part-time nurses in accordance with the above schedule and nurses will not be allowed to take vacation in advance of accrued credits. Vacations are not cumulative from year to year and all vacations must be taken by June 30<sup>th</sup> of the following year. Nurses may not waive a vacation and draw double pay.*

Stoney Creek

*Unused vacations may not be accumulated without prior approval in writing of the Administrator.*

Yorkview

*Vacations are not cumulative from year to year and all vacations must be taken by June 30<sup>th</sup> of the year following. Nurses may not waive a vacation and draw double pay.*

**ARTICLE 14 – DISABILITY INCOME PROTECTION PLAN**

- 14.01 Income protection is payable when a full-time nurse is absent from work due to legitimate personal illness or injury which is not compensable under the *Workplace Safety and Insurance Act*. It is understood that payment of income protection is for the sole and only purpose of protecting nurses against the loss of income during time of such illness. Seniority and service will accrue and the Home shall continue to pay its share of the premium for the benefit plans during the period of the income protection noted in this provision.

- (a)
  - i) The Home will pay seventy percent (70%) of the full-time nurses straight-time scheduled wages lost as a result of legitimate personal illness or injury up to the third (3<sup>rd</sup>) day of such illness or injury.
  - ii) The Home will pay one hundred percent (100%) of the billed premium for full-time nurses for a weekly indemnity plan covering legitimate personal illness or injury from the fourth (4<sup>th</sup>) day of illness to the end of the second (2<sup>nd</sup>) calendar week of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of straight-time scheduled wages lost. It is understood and agreed that the Home may self-insure coverage if it so chooses and shall notify the Union of any change in practice.
- (b) The nurse shall apply for employment insurance sick leave for weeks three (3) through seventeen (17) of any legitimate illness or injury. The Home will top-up these benefits to seventy percent (70%) of straight time wages. In the event the nurse does not qualify for employment insurance sick leave benefits by reason of lack of adequate contributions, she shall receive seventy percent (70%) of her straight time wages for weeks three (3) through seventeen (17) of any legitimate illness or injury but shall not be eligible for benefits under (c) below.
- (c) The Home will pay one hundred percent (100%) of the billed premium for full-time nurses for a weekly indemnity plan covering legitimate personal illness or injury for weeks eighteen (18) through thirty (30) of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of scheduled straight-time wages lost.

It is understood, that this benefit commences like all other insurances, after the third (3<sup>rd</sup>) month of engagement.

14.02 If the WSIB does not approve a claim for benefits, the nurse may apply for benefits under Article 14.01 notwithstanding the delay inherent in awaiting the ruling from WSIB and notwithstanding any procedural rules of any insurance carrier administering the benefit.

- 14.03
- (a) Convert existing sick banks to a frozen dollar bank, based on the wage rates in this Document after the addition of pay equity adjustments of May/June, 1999, effective the date of implementation of the plan in Article 14.01 by HRDC. This bank can only be used for purposes set out in this Article (i.e. 14.03).
  - (b) Within one (1) month of the implementation of this plan and annually thereafter, the Home will advise each nurse in writing of the remaining dollar value for cash out purposes, of her sick leave bank.
  - (c) Divide the sick leave bank by six (6) and multiply that number by seventy-five percent (75%).
  - (d) This payment will be paid on a date agreed to by the Home and the nurse. In the absence of such agreement the payment will be made on each anniversary date of the date of the approval of the sick leave plan by HRDC. It is understood that this payment will be paid subsequent to the nurse's return from Pregnancy/Parental or Sick Leave. Nurses will receive as a lump sum payment the amount calculated in item (c) above. This payment

shall be made annually for six years as long as the nurse remains actively at work.

- (e) Existing cashout provisions:

Norcliffe

- i) Where a full-time nurse, having more than three (3) consecutive years of full-time service, ceases to be engaged by the Home for reasons of resignation or retirement, there shall be paid to her, or in the case of death to her designated beneficiary, or estate, an amount equal to half her accumulated sick leave credits computed on the salary rate in force at the time of resignation or retirement, such payment not to exceed three (3) months' salary.

**NOTE:** Article 14.03(e) will only apply to nurses working at the Home as of June 17, 2002.

- ii) At the nurse's written request, the payment noted in (a) above shall be:
- (1) a lump sum payment at the time of resignation or retirement, or
  - (2) held over either partially or entirely to the taxation year next following the resignation or retirement.

- (f) It is agreed that if the nurse remains for the six (6) year period and has received all the payments under (d) that there is no remaining payment to be made under (e) above, if it exists.
- (g) Nurses leaving prior to the completion of six (6) years following the approval date by HRDC shall have their entitlement under 14.03(e) as modified by 14.03(a) reduced by payments under (d) above.
- (h) For those contracts providing one hundred percent (100%) payout on death the residual amount after six (6) years will be maintained on the records of the Home and will be paid if that condition is triggered.

14.04 A nurse who will be absent on the afternoon or night shift due to personal illness must notify the Home at least two (2) hours prior to the commencement of the shift unless impossible. A nurse who will be absent on the day shift due to personal illness must notify the Home at least one and one-half (1½) hours prior to the commencement of the shift unless impossible. Late notice does not cause forfeiture of sick pay benefits.

14.05 Oakville, Townsview, Highbourne, St. Olga's, Strathaven

Where a medical examination is required to comply with the statute, a nurse may choose her personal physician.

Marnwood

- (a) Where a medical examination is required to comply with the statute, a nurse may choose her personal physician.

- (b) If a second (2<sup>nd</sup>) opinion is requested by the Home, the parties may agree to choose from a selected list a mutually agreed physician.

Mississauga

Where a medical examination is required to comply with the statute (*Nursing Homes Act*), a nurse may choose her personal physician.

**ARTICLE 15 – HOURS OF WORK & SCHEDULING**

- 15.01 The normal hours of work for a nurse are not a guarantee of work per day or per week, or a guarantee of days of work per week. The normal hours of work shall be seven and one-half (7½) hours per day, and seventy-five (75) hours in any bi-weekly period.
- 15.02 The normal daily shift shall consist of seven and one-half (7½) consecutive hours, exclusive of a one-half (½) hour unpaid meal period. Nurses shall be entitled to a fifteen (15) minute paid break during each half of the normal daily shift, at a time designated by the Home.
- 15.03 Nurses required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.
- 15.04 Requests for change in posted work schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or shifts and are subject to the discretion of the Administrator or her designate. In any event, it is understood that such a change initiated by the nurse and approved by the Home shall not result in overtime compensation or payment or any other claims on the Home by any nurse under the terms of this Document.
- 15.05 Where there is a change to Daylight Savings from Standard Time or vice-versa, a nurse who is scheduled and works a full shift shall be paid for a seven and one-half (7½) hour shift rather than the actual hours worked.
- 15.06 In the event that a meal period is interrupted requiring a nurse to attend to a work related problem, then the balance of the unused meal period will be taken within two (2) hours of the interruption. If the nurse is unable to reschedule such time, she shall be paid time and one-half (1½) her regular straight time hourly rate for all time worked in excess of her normal daily hours, in accordance with Article 16.01.
- 15.07 Extended Tours
- The Home and the Union may agree to implement extended tours, subject to the following:
- (a) Each facility/unit must have eighty percent (80%) agreement of the full-time and part-time nurses who work in the facility/unit.
- (b) The Extended Tour may be cancelled by either party on giving ten (10) calendar weeks' notice to the other in writing of its desire to terminate. A

meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the cancellation.

Extended tours may be discontinued by the Union in any facility/unit when sixty percent (60%) of the full-time and part-time nurses in the facility/unit so indicate by secret ballot to the Union.

- (c) With the exception of the specific variations set forth in this Article, all other conditions and terms of this Document and Appendices shall remain in full force and effect.
- (d) Hours of Work
  - i) Where nurses are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
  - ii) The normal daily extended tour shall be eleven and one-quarter (11.25) consecutive hours in any twenty-four (24)-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.
  - iii) Nurses shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes.
  - iv) Scheduling issues will be resolved at the local level.
  - v) Where the union and the Home have agreed to or agree to an extended daily tour that differs from the normal daily extended tour, the proportion of unpaid time to hours of work shall maintain the same ratio as set out in paragraph ii) and iii) of this Article.
- (e) Payment for bereavement leave is based on eleven and one-quarter (11.25) hours.
- (f) Payment for vacation and holidays for full-time nurses is based on the equivalent to the seven and one-half (7.5) hour entitlement.
- (g) Shift and weekend premiums as per Article 16.07 will be paid for the same hours as applied to seven and one-half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended tours.
- (h) Overtime premium as set out in Article 16.01 shall be paid for all hours paid in excess of eleven and one-quarter (11.25) hours on a scheduled extended tour or seventy-five (75) hours bi-weekly averaged over the duration of a six (6) week schedule.
- (i) Shift exchanges will be in accordance with Article 15.04.
- (j) Should the Home refuse to grant a request under this Article, it shall provide to the Union its reasons orally.

### 15.08 Individual Special Circumstance Arrangements

Notwithstanding Article 2.02, the Home and the Union may agree in certain circumstances, to adjust the schedule of an individual full-time nurse who normally works seventy-five (75) hours bi-weekly, to enable an average bi-weekly work assignment of sixty (60) to seventy five (75) hours.

- (a) Such an arrangement shall be established by mutual agreement of the Home and the Union and the nurse affected. The parties agree that the arrangement applies to an individual, not to a position.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Home and the Union. The nurse will retain full-time status, including but not limited to seniority and service.
- (c) Any party may discontinue the special circumstance arrangement with notice as determined within the Document. In the event that the nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.
- (d) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

### 15.09 Innovative Scheduling

Schedules which are inconsistent with this Document provisions may be developed in order to improve quality of working life, support continuity of resident care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be determined locally by the Home and the Union subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Home and the Union;
- (b) These schedules may pertain to full-time and/or part-time nurses;
- (c) The introduction of such schedules and trial periods, if any, shall be determined by the local parties. Such schedules may be discontinued by either party with notice as determined through local negotiations;
- (d) Upon written agreement of the Home and the Union, the parties may agree to amend this Document provisions to accommodate any innovative unit schedules;
- (e) It is understood and agreed that these arrangements are based on individual circumstances and each arrangement is made on a without prejudice or precedent basis.

### 15.10 Four on, Two off Schedule

In an effort to maximize full-time engagement opportunities, the local parties may agree to a "four on, two off" innovative schedule (Appendix "C"), subject to the following principles:

- (a) The introduction of such schedules and trial periods, if any, shall be determined by the local parties;
- (b) The implementation of such schedules shall be established only by mutual agreement of the Home and the Union;
- (c) Notwithstanding the definition for full-time nurse under Article 2.02, nurses who participate in this schedule will normally be scheduled for thirty-five (35) hours per week on average and will be considered a full-time nurse for all purposes of this Document;
- (d)
  - i) Notwithstanding Article 16.01, for the purposes of bi-weekly overtime, the normal weekly full-time hours shall remain at seventy-five (75) hours per bi-weekly average over a six (6) week period. In each bi-weekly pay period the nurse will be paid for all hours worked. At the end of the six (6) week period, entitlement for bi-weekly overtime will be calculated and paid.
  - ii) Notwithstanding Article 16.01, for the purposes of daily overtime, the normal daily hours shall remain at seven and one-half (7.5) hours per day. In each bi-weekly pay period the nurse will be paid for all hours worked including daily overtime, if any.
- (e) For the purposes of vacation entitlement, the current Document provisions shall apply using thirty-five (35) hours per week;
- (f) Each facility/unit must have eighty percent (80%) agreement of the full-time and part-time nurses who work in the facility/unit.
- (g) The Four on, Two off schedule, may be discontinued by either party upon receipt of twelve (12) weeks' notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the discontinuation.

The Four on, Two off schedule, may be discontinued by the Union in any facility/unit when sixty percent (60%) of the nurses in the facility/unit so indicate by secret ballot to the Union.

#### 15.11 Job Sharing / Time Sharing

Job sharing shall be interpreted to mean two nurses sharing one full-time job (ten (10) shifts bi-weekly). Time sharing shall be interpreted to mean two nurses sharing one full line (fourteen (14) shifts bi-weekly).

**CLARIFYING NOTE:** One (1) full-time and a regular part-time "shadow" does not constitute a time sharing arrangement.

- (a) The introduction of job/time sharing arrangements in a Home will be subject to mutual agreement between the Union and the Home.

Job/time sharing requests shall be considered on an individual basis. Such approval will not be unreasonably withheld.



- (b) The nurses\* involved in job/time sharing are entitled to all the regular part-time provisions except those which are modified as follows:
- i) Schedules and scheduling language shall be established by the mutual agreement of the Union and the Home. This will include the division of hours between the job/time sharers.
  - ii) Each job/time sharer may exchange shifts with her partner as well as other nurses as provided by this Document.

\*nurses who are currently in a job/time sharing arrangement and are full-time will retain that status and be covered by the full-time provisions of this Document. For clarity, this grandparent's nurses, not positions. When individuals leave these positions, the vacant position will be posted under (d) and (e) below.

(c) Absences and Leaves

In the event that one member of the job/time sharing arrangement is off due to illness or injury or goes on any other leave of absence, the remaining partner will endeavour to cover all of the absent partner's shifts for the duration of the absence. If the nurse is unable to cover the absences, she must inform the Director of Resident Care or designate.

(d) Implementation

- i) Where the job/time sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first (1<sup>st</sup>) and in the event that there are no successful applicants, then both job/time sharing positions will be posted and selection will be based on the criteria set out in this Document.
- ii) An incumbent full-time nurse wishing to share her position may do so without having her half of the position posted. The other half of the job/time sharing position will be posted and selection will be made on the criteria set out in this Document.
- iii) It is understood and agreed that the arrangement is for a trial period of six (6) months for the full-time nurse originating the request. Once the trial period is over, the nurse cannot revert to her former position except under (v) below.
- iv) Where two (2) full-time nurses wish to job/time share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to this Document.
- v) If one of the job/time sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the remaining nurse will revert to her former status. If the remaining nurse was previously full-time, the shared position will become her position. If the remaining nurse was previously part-time and there is no part-time position available, she shall exercise her layoff bumping rights to obtain a part-time position. The shared position would then

revert to a full-time position and be posted according to this Document.

(e) Discontinuation

Either party may discontinue the job/time sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

The shared position would then revert to a full-time position and be posted according to this Document. Should the Home or the Union discontinue job/time sharing, the nurses currently working those arrangements will revert to their former status.

Where a nurse does not have a former position to return to, the layoff and recall provisions of this Document will apply. Where there remains a vacancy after nurses revert to their former position, the vacancy will be posted in accordance with this Document.

15.12 Weekend Nurse

A weekend schedule may be developed in order to meet the Home's need for weekend staff, and individual nurses' preference for a weekend work schedule.

A weekend schedule is defined as a schedule in which a full-time nurse works a weekly average of thirty (30) hours and is paid for thirty-seven and one-half (37.5) hours at her regular straight time hourly rate. The schedule must include two (2) eleven and one-quarter (11.25) hour tours, which fall within a weekend period as determined by the Home and the Union. A nurse working a weekend schedule will work every weekend except as provided for in the provisions below.

The Home and the Union may agree to implement weekend schedule if eighty percent (80%) of the full-time and part-time nurses who work in the facility/unit are in agreement. The introduction of that schedule and the manner in which the position(s) are filled, shall be determined by the local parties. This schedule may be discontinued by either party with notice as determined by the local parties. The opportunity for an individual nurse to discontinue this schedule shall be resolved by the local parties:

- (a) Weekend and shift premiums shall not be paid;
- (b) Vacation Bank

Vacation entitlement is determined by Article 13. For the purposes of Article 13, hours worked or credited as paid leave will be based on an accelerated rate of one and one-quarter (1.25) hours credit for each hour worked. Mechanism for the vacation bank is determined by current local practices.

Drawing from the vacation bank will occur at an accelerated rate of one and one-quarter (1.25) paid hours for every hour taken as vacation (i.e. eleven and one-quarter (11.25) hours worked equals 14.05 hours paid; seven and one-half (7.5) hours worked equals 9.375 hours paid).

Vacation must be taken as a full weekend off (i.e. Saturday and Sunday). The maximum number of weekends off cannot exceed the week entitlement level determined by Article 13.

Single vacation days may be taken on weekdays, which need not be in conjunction with the Saturday and Sunday. Vacation – Interruption does not apply.

(c) Paid Holiday Bank

Nurses qualify in accordance with this Document. The paid holidays are identified in this Document.

Credit to the paid holiday bank will occur on the date of the holiday.

Drawing from the paid holiday bank will occur at an accelerated rate of one and one-quarter (1.25) hours paid for every hour taken (i.e. eleven and one-quarter (11.25) hours worked equals 14.05 hours paid; seven and one-half (7.5) hours worked equals 9.375 hours paid).

If a nurse works on a paid holiday as defined by the local parties, she will receive time and one-half (1½) times her regular straight time hourly rate of pay for all hours worked on a holiday. The nurse will not receive a lieu day. Article 16.02 also applies.

The holiday bank can be used as income replacement for absences due to illness or for lieu time off on a weekday.

(d) Sick Leave

The nurse is eligible for long term disability benefits if provided for in this Document. A nurse will not receive pay for the first two (2) weeks of any period of absence due to a legitimate illness. The nurse may utilize the paid holiday bank as income replacement for absences due to illness, as described in Article (c) above. A nurse who is eligible may apply for employment Insurance for weeks three (3) through seventeen (17) for any absence due to a legitimate illness. The Home will provide the nurse with Disability Income Protection as per Article 14.01(c) for weeks eighteen (18) through thirty (30) for any absence due to a legitimate illness.

Nurses may be required to provide medical proof of illness for any absence of a scheduled shift, which is neither vacation nor an approved leave of absence.

(e) Leaves of Absence

Article 11 applies for both paid and unpaid leaves. For the purposes of an unpaid eleven and one-quarter (11.25) hour shift, the deduction from pay shall equate to 14.05 hours. For the purposes of an unpaid seven and one-half (7.5) hour shift, the deduction from pay shall equate to 9.375 hours.

(f) Tour Exchange

Weekend shift exchanges will be permitted only between weekend shift nurses. Weekday shift exchanges will be permitted, provided the Home does not incur additional costs.

In all instances of tour exchange, the tour must be of the same duration.

(g) Overtime

Overtime will begin to accrue after sixty (60) hours in a two (2) week period averaged over the scheduling period determined by the local parties.

Overtime will apply if the nurse works in excess of the normal daily hours.

Payment for overtime is as in Article 16.01.

(h) Scheduling Provisions

The scheduling and premium provisions relating to consecutive weekends off in Article 16 do not apply to nurses who accept positions under this provision.

(i) Christmas Period

Article 16 relating to scheduling during this period will apply, except as modified to confirm that the weekend shift nurse will continue to work weekends during this period.

(j) When a part-time nurse works on a weekend normally worked by a weekend nurse, all of the provisions of this Document except 15.09 (a) through (i) will apply.

15.13 Oakville, Townsview, Highbourne, Marnwood, St. Olga's, Strathaven

*There shall be a minimum of sixteen (16) hours between tour changes unless mutually agreed otherwise.*

Brantwood

*When scheduling normal shift rotation changes there shall be fifteen and one-half (15.5) hours between the finish and start of such changes unless mutually agreed upon by the nurse and the Home.*

*The Home will attempt to keep split days off to a minimum.*

Mississauga

*There shall be a minimum of sixteen (16) hours between scheduled tour changes unless mutually agreed to by the nurse and the Home.*

15.14 Oakville, Townsview, Highbourne

(a) *Nurses designated as full-time shall work two (2) shifts out of three (3) or in cases of emergency with personal notice to the nurse.*

(b) Oakville

*No nurse shall be transferred to another shift without her consent, such consent not being unreasonably withheld.*

(c) Townsvie

*Permanent shifts shall be maintained for all currently engaged nurses as of February 27, 1996 except in emergency situations. A nurse may be required to transfer to another shift for a specific period of time that is mutually agreed between the Home, the nurse and the local with two (2) weeks' advance notice to anyone displaced for the purposes of orientation, inservice or performance appraisals.*

*Nurses may be required to transfer to another floor at the Homes request provided the Home meets with the local and the LRO to discuss reasons, which are neither unreasonable nor arbitrary, for the transfer. The affected nurses shall be given two (2) weeks' advance notice of the transfer except in an emergency situation.*

Marnwood

(a) *Nurses designated as full-time shall work two (2) shifts out of three (3).*

(b) *No nurse shall be transferred to another shift without her consent, such consent not being unreasonably withheld.*

Mississauga, St. Olga's

*Nurses currently working permanent shifts will continue to do so.*

Norcliffe

*The Home agrees not to change the tours of duty for presently engaged nurses working on permanent tours except by mutual agreement. (Part-time)*

Strathaven

*No nurse shall be transferred to another shift without her consent, such consent not being unreasonably withheld.*

Stoney Creek

*Nurses presently on staff shall not be scheduled to work shifts which they would not otherwise normally be scheduled unless by mutual agreement.*

Yorkview

(a) *Nurses engaged after June 1, 1989 or nurses who are presently rotating may be required to rotate over three (3) shifts as necessary. A nurse requesting specific shifts on a permanent basis may be granted such request when possible.*

- (b) Nurses who were on staff as of December 31, 1985, on permanent shift, will not be rotated without their consent except for the purposes of instruction, emergencies or when regular nurses on other shifts are not available.

15.15 Mississauga

Requests for specific days off shall be submitted to the Director of Nursing two (2) weeks prior to the posting.

Norcliffe

The Home will endeavour to accommodate requests by nurses for specific days off and all requests for changes in the posted time schedule once the schedule has been posted.

Strathaven

Requests for specific single days off (i.e., lieu days, vacation day) shall be submitted to the Director of Care two (2) weeks prior to the posting.

Yorkview

Advance requests for specific days off shall be submitted to the Director of Nursing at least two (2) weeks in advance of the posted time.

15.16 First (1<sup>st</sup>) shift of day

The standard day for all nurses covered by this Document shall be defined as a twenty-four (24) hour period beginning at:

2300 - 0700 Night Tour  
0700 - 1500 Day Tour  
1500 - 2300 Evening Tour

Townsvew, Highbourne

The first (1<sup>st</sup>) shift of the day shall be the day tour.

St. Olga's

The first (1<sup>st</sup>) shift of the day shall be the night tour.

15.17 Oakville, Marnwood, Stoney Creek

Time schedules shall be posted four (4) weeks in advance.

Townsvew, Highbourne

A four (4) week schedule shall be posted two (2) weeks prior to the commencement of that schedule.

Brantwood

Six (6) week schedules of working hours will be posted at least two (2) weeks in advance of the first (1<sup>st</sup>) day of the schedule to which they apply.

Mississauga

*Time schedules shall be posted six (6) weeks in advance.*

Norcliffe

*Work schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period.*

St. Olga's, Strathaven

*Schedules will be posted no less than two (2) weeks in advance for a four (4) week period, with the exception of the Christmas schedule which will be posted no less than two (2) weeks in advance for a six (6) week period.*

Yorkview

*Schedules will be posted no less than two (2) weeks in advance for a six (6) week period.*

15.18

Oakville, Townsview, Highbourne, Marnwood, St. Olga's, Strathaven

*A nurse shall not be required to work more than seven (7) consecutive days unless mutually agreed to by the nurse and the Home.*

Brantwood

*No nurse shall be normally scheduled to work more than seven (7) consecutive days in a row. The Home will attempt to keep split days off to a minimum.*

Mississauga

*A nurse shall not be required to work more than seven (7) consecutive days unless mutually agreed.*

Norcliffe

*Two (2) consecutive days off will be scheduled during each work week, and not more than five (5) consecutive days of work without days off shall be scheduled. (Part-time only).*

Stoney Creek

- (a) *A nurse shall not be required to work more than five (5) consecutive days unless mutually agreed to by the nurse and the Home.*
- (b) *At least two (2) consecutive shifts off shall be scheduled between shifts, and at least forty-eight (48) hours time shall be scheduled off following night duty. A shorter period of time between changes of shift may be agreed upon by mutual consent.*

Yorkview

*Four (4) days off shall be scheduled during each two (2) week period, and schedules will provide for not more than five (5) consecutive days of work.*

15.19 Oakville, Townsview, Highbourne, St. Olga's, Strathaven

*Schedules shall not be changed unilaterally by the Home once posted, unless mutually agreed otherwise or in cases of emergency with personal notice to the nurse.*

Marnwood, Stoney Creek

*Schedules shall not be changed unilaterally by the Home once posted, unless mutually agreed otherwise*

15.20 *Nurses will have the option of taking one (1) rest period of thirty (30) minutes per tour subject to the operations of the Home.*

15.21 St. Olga's

*Nurses shall not be scheduled or required to work in excess of normally schedule hours or days without her consent.*

15.22 *The parties agree that the concept of job sharing can be mutually beneficial. Prior to entering into a job sharing arrangement, mutual agreement on the terms and conditions of that arrangement must be reached between the Home and the Union.*

15.23 Stoney Creek

*A system shall be established whereby part-time nurses may indicate their preference for availability for work. It is understood and agreed the Home shall not arbitrarily schedule nurses to work without consideration of their preference. It is understood that those previously regularly scheduled part-time nurses who wish to continue to do so shall be scheduled primarily over casual nurses.*

**ARTICLE 16 – PREMIUM & OTHER PAYMENT**

16.01 Overtime shall be paid for all paid hours over seven and one-half (7½) hours on a shift or seventy-five (75) hours bi-weekly at the rate of time and one-half (1½) times the nurse's regular straight time hourly rate of pay. Overtime is subject to authorization by the Director of Nursing or designate. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization may not be required.

16.02 When a nurse is required to work on a paid holiday or on a day for which she is entitled to receive time and one-half (1½) her regular straight time hourly rate and she is required to work additional hours following her normal seven and one-half (7½) hour shift on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

16.03 If a nurse reports for work at the regularly scheduled time and no work is available, such nurse will be paid a minimum of four (4) hours pay at her regular straight time



hourly rate, provided the nurse has not previously received notification orally or in writing not to report.

16.04 Where call-in is requested within one-half (½) hour of the starting time of the shift and the nurse commences work within one (1) hour of the call, then the nurse will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

16.05 It shall be the responsibility of the nurse to consult the posted work schedule. Changes to the posted schedule required by the Home shall be brought to the attention of the nurse. Where less than twenty-four (24) hours' notice is given to the nurse personally, the nurse will be paid four (4) hours' straight time wages. It is understood that call-ins or call-backs are not covered by this provision.

16.06 If a nurse works two consecutive shifts she shall be provided a meal by the Home, or if a meal cannot be provided she shall receive a meal allowance of five dollars (\$5.00).

16.07 Shift and Weekend Premium

(a) Oakville, Townsview, Highbourne, Norcliffe, St. Olga's

A nurse shall be paid a shift premium of fifty cents (\$0.50) per hour for each hour worked on tours initiated between 3:00 p.m. and 7:00 a.m.

**NOTE: Highbourne Only**

All current nurses as at October 11, 2005, will be red-circled at seventy-five cents (\$0.75) per hour.

Brantwood

A nurse shall be paid a shift premium of fifty cents (\$0.50) per hour for each hour worked between the hours of 1500 of one (1) 0700 hours of the next. Shift premium will not form part of the nurse's straight time hourly rate.

Marnwood

A nurse shall be paid a shift premium of fifty cents (\$0.50) per hour for each hour worked on the evening and night tours in addition to her regular rate of pay.

Mississauga

A shift premium will be increased to fifty cents (\$0.50) per hour for each evening and night tour.

Strathaven

A nurse shall be paid a shift premium of fifty cents (\$0.50) per hour for each hour worked between the hours of fifteen (1500) of one (1) day and seven hundred (0700) hours of the next.

Stoney Creek

A nurse shall be paid a shift premium of fifty cents (\$0.50) per hour for each hour worked between 1500 hours and 0700 hours. Shift premium shall not form part of the nurse's straight time hourly rate and shall not be used for the calculation of premium payment.

Yorkview

A nurse shall receive shift differential for all evening and night shifts worked at the rate of fifty cents (\$0.50) per hour, in addition to her regular pay.

- (b) Effective January 1, 2007

A nurse shall be paid a weekend premium of fifty-five cents (\$0.55) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, or such other forty-eight (48) hour period as the local parties may agree upon or as defined in this Document. If a nurse is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

16.08 Standby and Call In

- (a) A nurse who is required to remain available for duty on standby outside her regularly scheduled working hours shall receive standby pay in the amount of two dollars and fifty cents (\$2.50) per hour for the period of standby scheduled by the Home. Where such standby duty falls on a weekend or paid holiday, the nurse shall receive standby pay in the amount of three dollars and fifty cents (\$3.50) per hour. Standby pay shall, however, cease where the nurse is called in to work.
- (b) When a nurse is required to work (in circumstances where the nurse is on standby or where Home asserts that the nurse is not allowed to decline attendance) outside of regular hours, the minimum payment will be equivalent to four (4) hours work or time and one-half (1½) her applicable hourly rate for hours worked, whichever is greater. Where the hours worked are continuous with the commencement of her regular shift, the minimum payment will not apply and she will receive payment at the rate of time and one-half (1½) for the hours worked prior to the commencement of her regular shift.

- 16.09 (a) If a nurse is required by the Home to work a weekend in violation of the weekends off scheduling obligations of this Document (if any), she will receive premium payment of time and one-half (1½) for all hours worked on that weekend. Time worked on that weekend will not be considered when determining future such premium obligations.
- (b) Premium pay is payable whenever a weekend is worked in excess of the consecutive weekends permitted by this Document unless the assignment of the weekend shift to the nurse was initiated by that nurse or unless another provision of the agreement makes it clear that premium pay is not due.

- 16.10 The Home is not required by the seniority scheduling provisions of this Document (if any) to assign work to senior nurses that triggers premium pay. In the event that any

such assignment would trigger premium pay and the Home chooses to assign the shift to a nurse, the seniority scheduling provisions (if any) shall apply.

This provision is applicable to all of Articles 15 and 16 except for 16.02.

16.11 Overtime premium will not be duplicated for the same hours worked under Article 15 nor shall any shift or weekend premium or responsibility allowance be included in the straight time hourly rate for compounding purposes for hours payable at time and one half. It is expressly agreed that where the nurse qualifies for two or more of the following payments: time and one half, shift premium, weekend premium [subject to the limitation in 16.07 (b)] and responsibility allowance, this is not considered pyramiding and each of the applicable payments is payable.

16.12 Oakville, Townsview, Highbourne, Marnwood

A nurse shall have the option of selecting compensating time off at the appropriate premium rate in lieu of premium payment.

16.13 (a) Oakville, Townsview, Highbourne, St. Olga's, Strathaven

*A weekend is defined as being fifty-six (56) hours off during the period following the completion of the Friday afternoon shift until the commencement of the Monday day shift, unless mutually agreed otherwise.*

Mississauga

*A weekend is defined as being fifty-six (56) hours off during the period following the completion of the Friday shift for each nurse.*

Stoney Creek

*A weekend is defined as being at least fifty-six (56) hours off.*

Marnwood

*A weekend is defined as being sixty-four (64) hours off during the period following the completion of the Friday day shift until the commencement of the Monday day shift, unless mutually agreed otherwise.*

Yorkview

*For the purpose of this Document, weekends shall be defined as sixty-four (64) consecutive hours off duty.*

(b) Oakville/Townsview/Brantwood/Marnwood/Mississauga/Norcliffe/St. Olga's, Strathaven/Stoney Creek/Yorkview/Highbourne

*Nurses shall be entitled to receive every second (2<sup>nd</sup>) weekend off, unless mutually agreed otherwise.*

**NOTE:** Townsview, Highbourne - Such agreement must be in writing.

Norcliffe

*A nurse shall only be scheduled to work one (1) weekend in three (3). (Part-time only)*

- (c) *If a nurse is required to work a second (2<sup>nd</sup>) consecutive and subsequent weekend, she will receive premium payment of time and one-half (1½) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:*
- i) *Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;*
  - ii) *such nurse has requested weekend work; or*
  - iii) *such weekend was worked as a result of an exchange with another nurse.*

16.14

Oakville, Townsview, Highbourne

*Nurses shall receive four (4) or more consecutive days off at Christmas or New Year's. Christmas shall include Christmas Eve, Christmas Day and Boxing Day and New Year's shall include New Year's Eve, New Year's Day. In order to accommodate time off scheduling regulations will be relaxed from December 15<sup>th</sup> to January 15<sup>th</sup>.*

Brantwood

*The Home shall endeavour to schedule nurses off duty for at least five (5) or more consecutive days at either Christmas or New Year's unless the nurse requests otherwise. Time off at Christmas shall include Christmas Eve, Christmas and Boxing Day and time off at New Year's shall include New Year's Eve and New Year's Day.*

Marnwood

*Nurses shall receive four (4) or more consecutive days off at Christmas or New Year's. Christmas shall include Christmas Eve, Christmas Day and Boxing Day and New Year's shall include New Year's Eve, New Year's Day.*

Mississauga

*Nurses shall receive five (5) or more consecutive days off at Christmas or New Year's. Christmas shall include Christmas Eve, Christmas Day and Boxing Day and New Year's shall include New Year's Eve, New Year's Day. In order to accommodate time off scheduling regulations will be waived from December 15<sup>th</sup> to January 15<sup>th</sup>.*

Norcliffe

*The Home shall schedule each full-time nurse three (3) or more consecutive days off at either Christmas or New Year's, and shall schedule each part-time nurse five (5) or more consecutive days off at either Christmas or New Year's.*

St. Olga's

*Each nurse shall receive a minimum number of consecutive days off at Christmas or New Year's. Time off at Christmas shall include December 24, December 25, and December 26, and time off at New Year's shall include December 31 and January 1.*

*Nurses shall receive Christmas or New Year's off on a rotational basis. Any shift exchange with another nurse will not affect or alter the rotational system the following year, i.e. a nurse entitled to receive Christmas Day off who exchanges her shift with another nurse, and thus works the Christmas Day, will not be entitled to receive Christmas off the following year as a result of having switched shifts.*

Strathaven

*The Home shall schedule nurses off duty for at least four (4) or more consecutive days at either Christmas or New Year's unless the nurse requests otherwise. Time off at Christmas shall include Christmas Eve, Christmas and Boxing Day and time off at New Year's shall include New Year's Eve and New Year's Day.*

*Nurses shall receive Christmas or New Year's off on a rotational basis. Any shift exchange with another nurse will not affect or alter the rotational system the following year, i.e. a nurse entitled to receive Christmas Day off who exchanges her shift with another nurse, and thus works the Christmas Day, will not be entitled to receive Christmas off the following year as a result of having switched shifts.*

Stoney Creek

*Each nurse shall receive at least four (4) days off at Christmas or New Year's. Time off at Christmas shall include December 24, December 25 and December 26, and time off at New Year's shall include December 31 and January 1. Nurses shall receive Christmas or New Year's off on a rotational basis and may be allowed to exchange tours of duty if such change is deemed by the Home not to interfere with continuance of efficient operation. A nurse may waive her right to have time off at the Christmas or New Year's period, and to have time off scheduled at another mutually agreed to time.*

Yorkview

*Over Christmas and New Year's, as much time off as possible will be scheduled, and arrangement will be left to the parties to maintain flexibility. If there is a dispute, Christmas and New Year's will be scheduled off on a rotating basis.*

16.15

Marnwood, Mississauga, Oakville, Stoney Creek, Townsview, Highbourne

*If the Home fails to schedule a period of sixteen (16) consecutive hours off between tours of duty, the Home will pay to the nurse time and one half her regular straight time rate for the following tour of duty worked.*

**NOTE:** Mississauga, Oakville, Townsview, Highbourne – subject to Article 15.10

*If the nurse is scheduled to work in excess of seven (7) consecutive days, she shall be paid time and one half (1½) of all days scheduled in excess of seven (7) until a day off is scheduled.*

## **ARTICLE 17 – BENEFITS**

17.01 Effective January 1, 2007, the Home agrees, during the term of this Document, to contribute towards the premium coverage of participating eligible nurses actively engaged by the Home under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Home shall pay one hundred percent (100%) of the billed premium for OHIP and will provide for payment of any reimposition of OHIP type premiums.
- (b) The Home agrees to contribute 100% of the billed premiums towards coverage of eligible nurses actively engaged by the Home under an Extended Health Care Plan, with a Drug Card providing for a seven dollar and fifty-cent (\$7.50) cap on re-imburement on the dispensing fee and a one dollar (\$1.00) deductible per prescription. Positive Enrolment provision to be included. The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the nurse's doctor.

In addition to the standard benefits, coverage will include hearing aids in the amount of *minimum three hundred dollars (\$300)/every five (5) years*; and vision care in the amount of *minimum one hundred and sixty dollars (\$160) every twenty-four (24) months*.

The Plan will include a paramedical coverage bank which covers the following services from paramedical providers who are licensed or registered in the province of Canada in which the services are provided:

- Osteopath
- Chiropractor
- Podiatrist or Chiropodist
- Naturopath or Homeopath
- Audiologist
- Physiotherapist
- Psychologist
- Speech Therapist
- Acupuncturist
- Massage Therapist
- Ophthalmologist or Optometrist

to a maximum of seven hundred and fifty dollars (\$750)/insured person/year.

Maintain out-of-country benefit where it now exists.

It is also understood that coverage will include dependant children up to and including age twenty-one (21).

- (c) The Home agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible nurses actively engaged by the Home under a group life insurance plan providing for *a minimum of twice annual (2x) salary*.
  - i) Accidental death and dismemberment in the same amount as the life insurance.

- ii) A nurse may elect to purchase additional voluntary insurance up to a total coverage of at least one hundred thousand dollars (\$100,000.00).
- (d) The Home agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible nurses actively engaged by the Home under a Dental Plan (which is comparable to the Blue Cross #9 Dental Plan) or comparable coverage with another carrier; based on a one (1) year ODA fee schedule lag providing the balance of the monthly premiums are paid by the nurses through payroll deductions. The Dental plan shall provide for Fluoride treatments only for persons under the age of eighteen (18) years and dental recall on a nine (9) month basis for persons eighteen (18) years and older.

It is also understood that coverage will include dependant children up to and including age twenty-one (21).

17.02 Effective December 12, 2006, notwithstanding Articles 14 and 17, full-time nurses who continue to be engaged past age 65 shall be eligible for the following benefits under the same cost sharing basis as active nurses:

- 14.01 (a)
- 17.01 (b) EHC
- 17.01 (c) Reduce life insurance by fifty percent (50%) to the equivalent of one times (1x) salary and one-half (½) AD&D where such a provision exists
- 17.01 (d) Dental

In any event, once a nurse reaches age seventy (70) and she continues to be engaged she shall automatically be placed on the percentage-in-lieu as per Schedule "A" for all items now included in the payment.

17.03 The Home shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Home's obligation pursuant to this Document is to provide the insurance coverage bargained for. Any problem with respect to the insurer acknowledging or honouring any claims is a matter as between the nurse and the insurer. The Home will notify the Union if it intends to change the Insurance Carrier.

17.04 The Home may substitute another carrier for any of the foregoing plans (other than O.H.I.P.) provided that the level of benefits conferred thereby are not decreased. The Home will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

17.05 The Home agrees, during the term of this Document, to contribute on behalf of participating eligible full-time nurses who have been actively engaged by the Home for three (3) months consecutively towards the premium coverage under the insurance plans set out above subject to their respective terms and conditions including any enrolment requirements. Should any plan have a longer service qualifier it shall be removed as soon as the plan is up for modification or renewal.

17.06 In the event of a layoff, provided the nurse deposits with the Home her share of insured benefits for the succeeding month (save for weekly indemnity for which laid

off nurse are not eligible) the Home shall pay its share of the insured benefits premium for a period of up to three (3) months from the end of the month in which the layoff occurs, or until the laid off nurse is engaged elsewhere, whichever comes first (1<sup>st</sup>).

## **ARTICLE 18 – RETIREMENT INCOME PLAN**

### 18.01 Retirement Income Plan

Each full-time nurse and part-time nurse having six (6) months of continuous service shall establish an individually vested plan with the (if the plan is other than the ONA Group Plan, insert the actual name of the plan) The Home shall deduct four (4) percent of applicable wages from the nurse's pay and remit it to the credit of the nurse's individual plan, together with a matching Home contribution.

18.02 The definition of applicable wages for purposes of determining contributions to the Retirement Income Plan shall be the basic straight time hourly wage for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby expressly excluded.

18.03 The Home will remit contributions to the RRSP carrier no later than thirty (30) days following the last deduction in the calendar month.

18.04 Home deductions and nurse contributions will commence the later of the waiting period set out above or the first (1<sup>st</sup>) full pay period following the date that the Home receives written confirmation from the RRSP carrier that an account has been opened for the nurse.

The Union or carrier shall provide the Home with the required forms which the Home shall distribute to nurses. The Union representative may discuss the forms during the nurse interview as provided for in Article 6.05. A representative from the RRSP carrier may be present at this meeting.

18.05 Nurses may make additional voluntary contributions to their RRSP based on whole number percentages, (example one percent (1%), two percent (2%), etc.), up to the legal maximum. It is understood that such voluntary contributions will not be matched by the Home.

18.06 Where legislation or the Plan prohibits a nurse from contributing to a RRSP because of age, an amount equivalent to the deductions in Article 18.01 will be directed to a Mutual Fund of the nurse's choice.

## **ARTICLE 19 – PROFESSIONAL RESPONSIBILITY**

19.01 In the event that the Home assigns a number of residents 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 resident care, she or they shall:

- (a) i) Complain in writing to the Union-Management Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Union-Management Committee shall convene a meeting of the Union-Management Committee within twenty (20) calendar days of the filing of the complaint. The Union-Management



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

- ii) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Home and one chosen from a panel of 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 twenty (20) 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 parties within twenty (20) calendar days following completion of its hearing.

- (b) i) The list of Assessment Committee Chairpersons is attached as Appendix "B".

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 incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

- 19.02 (a) Nurses are expected, as part of their regular duties, to provide leadership, supervision, guidance and advice to members of the health care team. Nothing in this clause amends, modifies or clarifies any interpretation under Article 2.01, nor does it prejudice the nurses' continued membership in the bargaining unit or the nurse's entitlement to qualify and receive benefits under Article 22.06.
- (b) 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. In circumstances where the Home engages a nurse with a temporary certificate of registration, the Director of Care or designate shall provide every nurse who is responsible to work with the temporary registrant with the College of Nurses limitations/restrictions on her practice.

## **ARTICLE 20 – ORIENTATION AND IN SERVICE**

- 20.01 An orientation and in service program will be provided to all nurses. These programs shall be reviewed and discussed from time to time by members of the Education Committee.

- 20.02 A newly-engaged nurse shall not be placed in charge, until she has been fully oriented to the home.
- 20.03 The following minimums shall be observed in the orientation/familiarization of a newly-engaged nurse:
- (a) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Home, and the daily routine of nurses in the Home.
  - (b) The period of orientation/familiarization shall be for a minimum of five (5) days or such greater period that the Home deems necessary.
  - (c) She shall be an additional nurse to the usual staffing pattern.
  - (d) The nurse or nurses involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly-engaged nurse's personnel file, which will be reviewed with such nurse, and the nurse shall also be able to comment.
- 20.04 Both the Home and the Union recognize the joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Home will endeavour to provide programmes related to the requirements of the Home.
- Programmes will be publicized and related material will be made readily accessible to staff in a timely manner.
- Any problems in accessing this information will be reported to the Education Committee for resolution.
- 20.05 When a nurse is required by the Home to prepare for in service or to attend meetings, in service and other work related functions outside her regularly scheduled working hours, and the nurse does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay or at the nurse's option, she shall receive equivalent time off.
- 20.06 The Home may, at its discretion, provide orientation in other circumstances.
- 20.07 When required by a certifying body to update a nurse's qualifications, except where this matter is covered by another provision of this Document, the Home shall grant leave of absence without pay which shall include the time required to write any examinations.
- 20.08 The Home will endeavour where practical to schedule in-services at times which will facilitate the attendance of nurses working outside the day shift.
- 20.09 Education Committee
- (a) The Home will establish an Education Committee for all nurses in the facility, which shall include at least one representative from ONA members.
  - (b) The Home agrees to pay for time spent during regular working hours for representatives of the Union attending such meetings.

- (c) The purpose of the committee is to promote an environment that supports continuous learning and enhances opportunities for career development.
- (d) This committee will meet at least twice per year and/or as mutually agreed.
- (e) This Committee will assist in the assessment, analysis, development and evaluation of the education programs at the facility.

20.10 The Home undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Home has decided to introduce which will significantly change the engagement status of the nurse(s) within the bargaining unit.

The Home agrees to discuss with the Union the effect of such technological changes on the engagement status of the nurse(s) and to consider practical ways and means of minimizing the adverse effect, if any, on the nurse(s) concerned.

Nurses who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 9.11 to 9.16 will apply.

20.11 Provided that a nurse provides thirty (30) calendar days' notice in writing, a nurse shall be entitled to leave of absence without pay from her regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario. In the event the nurse is scheduled to work the night shift immediately before the exams the Home shall schedule the nurse off.

20.12 *The inservice education program shall be based on the following principles:*

- (a) *It shall be based on the learning needs chosen by the Home from a list identified by nurses.*
- (b) *It shall be a planned program to update nurses as to changes in procedures or practices.*

## **ARTICLE 21 – MISCELLANEOUS**

21.01 A copy of this Document in a mutually agreed form will be issued to each nurse now engaged and as engaged. The cost of printing this Document shall be equally shared between the Union and the Home.

21.02 Each nurse shall keep the Home informed of changes to relevant engagement information.

21.03 The Home shall upon entry into the Service Agreement or the Service Accountability Agreement with the Ministry of Health and Long Term Care or the Local Health Integration Network (LHIN) in respect of residents cared for by members of this bargaining unit and provide copies of such agreements to the Union.

21.04 Communicable Diseases

Upon recommendation of the Medical Officer of Health, all nurses shall be required, on an annual basis to be vaccinated and or to take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Home will pay the cost for such medication.

If the nurse fails to take the required medication, she may be placed on an unpaid leave of absence during any influenza outbreak in the home until such time as the nurse has been cleared by the public health or the Home to return to the work environment. The only exception to this would be nurses for whom taking the medication will result in the nurse being physically ill to the extent that she cannot attend work. Upon written direction from the nurse's physician of such medical condition in consultation with the Home's physician, (if requested), the nurse will be permitted to access their sick bank, if any, during any outbreak period. If there is a dispute between the physicians, the nurse will be placed on unpaid leave.

If the nurse gets sick as a reaction to the drug and applies for WSIB the Home will not oppose the application.

If a nurse is pregnant and her physician believes the pregnancy could be in jeopardy as a result of the influenza inoculation and/or the antiviral medication she shall be eligible for sick leave in circumstances where she is not allowed to attend at work as a result of an outbreak.

21.05 Prior to effecting any changes in rules or policies which affect nurses covered by this Document, the Home will endeavour to discuss the changes with the Union and will provide copies to the Union, upon request.

21.06 Criminal reference checks for nurses, that may be required by the Home pursuant to provincial legislation, will be paid by the Home. It is understood that this provision does not apply to pre-engagement criminal reference checks, and that any nurse subsequently engaged would not be eligible for reimbursement for any related costs.

21.07 The Home will provide to each nurse, upon request, upon ceasing the engagement a letter detailing her engagement dates, length of service and experience.

21.08 *The Home shall provide a bulletin board for the sole use of the Union.*

21.09 Oakville/Townsvew/Highbourne/Marnwood

*Pay cheques are to be issued on a regular day of the week, with a clarified, itemized statement of all deductions, premiums and changes in increment in a sealed envelope. Nurses ceasing their engagement with the Home shall be paid all outstanding monies as above, on the next regularly scheduled pay date.*

Mississauga

*Pay cheques are to be issued on a regular day of the week, with a clarified, itemized statement of all deductions, premiums and changes of increment in a sealed envelope. Pay cheques will normally be available on the Wednesday prior to pay day for those nurses not working and for nurses working evenings or nights on pay day. Nurses ceasing their engagement with the Home shall be paid all outstanding monies as above, in accordance with this Document and the ESA on the next regularly scheduled pay date.*

Norcliffe

*Pay slips are to be issued every second (2<sup>nd</sup>) Thursday for the previous two (2) weeks' worked. The pay slips shall identify gross amount of pay, the amount and nature of any deductions and the net amount of pay.*

St. Olga's/Strathaven

*Pay cheques are to be issued bi-weekly on a regular day of the week, with a clarified, itemized statement of all deductions, premiums and changes in increment in a sealed envelope. Nurses ceasing their engagement with the Home shall be paid all outstanding monies as above, on the next regularly scheduled pay date.*

Stoney Creek

*Pay cheques are to be issued on a regular day of the week, with a clarified, itemized statement of all deductions, premiums and changes in increment in a sealed envelope. Nurses ceasing their engagement with the Home shall be paid all outstanding monies as above, on the next regularly scheduled pay date.*

*"Regular day" will be defined as the 15th or 31st of each month unless those days fall on a weekend, in which case it will be a Friday.*

Yorkview

*Payday shall be every other Thursday, with a clarified itemized statement of all deductions, premiums and changes of increments. Nurses ceasing their engagement with the Home shall be paid all outstanding monies not later than the following pay period. Nurses will continue to be permitted to pick up their Pay cheques following night tour on Wednesday, provided that the cheques are available.*

21.10

Marnwood

*The Home will not charge a fee for parking space. This in no way serves as a guarantee that on site parking space will be available.*

Stoney Creek

*The Home will continue the current practice of providing parking at no charge.*

Yorkview

*The Home shall continue to provide parking for the nurses without charge.*

**ARTICLE 22 – COMPENSATION**

22.01 The salary rates shall be those set forth in schedule(s) attached to and forming part of this Document.

## 22.02 Retroactivity

Except as expressly noted, all the terms and conditions shall be effective from the date of receipt of written notice of ratification or release of award. Provisions which are expressly made retroactive shall apply to all nurses in the bargaining unit on or after the date specified.

Retroactivity will be paid within four full pay periods (approximately eight (8) weeks) of the date of ratification or arbitration award. Retroactivity will be on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Home may pay retroactivity as part of the regular pay. In such circumstances, the Home undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the nurse's annual tax bracket.

The Home will contact former nurses at their last known address on record with the home, with a copy to the bargaining unit, within thirty (30) days of the date of ratification or arbitration award to advise them of their entitlement to retroactivity.

Such nurses will have a period of sixty (60) days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the sixty (60) day period, their claim will be deemed to be abandoned.

## 22.03 Recognition of Previous Experience

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

This provision shall apply to all current nurses at July 01, 2001.

22.04 An annual increment shall be paid on each full-time nurse's anniversary date of engagement and after each fifteen hundred (1500) hours paid in the case of part-time nurses.

22.05 When a new classification in the bargaining unit is established by the Home or the Home makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Home shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Home agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Home and the matter is not resolved following any meeting with the Union, a grievance may be filed in accordance with the Grievance and Arbitration Procedure as set out in Article 8 of this Document. If the matter is not resolved in the grievance procedure, it may be referred to Arbitration in accordance with the Grievance and Arbitration Procedure as set out in Article 8 of this Document, it being understood that an arbitration board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved.

Any change in the rate established by the Home either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first (1<sup>st</sup>) filled.

22.06 Responsibility Pay

- (a) A nurse who is designated in writing to relieve the Director of Nursing, shall be paid eight dollars and fifty cents (\$8.50) per shift for each shift so worked, in addition to her regular rate of pay.
- (b) The Home shall, when no supervisor is on duty, designate one nurse when nurses are on duty, to be in charge on those evening, night, or weekend shifts. Such nurse shall receive seven dollars and fifty cents (\$7.50) per shift in addition to her regular rate of pay.

22.07 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 which represents an increase above her current salary. She shall retain her service review date for purposes of wage progression.

22.08 Graduate Nurse Rate

A graduate nurse engaged by the Home upon presenting proof of current Certificate of Competence by the College of Nurses of Ontario shall be given the salary of the registered staff nurse as provided in this Article retroactive to the date of sitting the certification examination or the date of last engagement, whichever is later.

22.09 Mississauga

A Graduate Nurse shall be paid twenty-five cents (\$0.25) per hour less than the Registered Nurse classification.

Norcliffe

Full-Time Graduate Nurses shall receive sixty dollars (\$60.00) per month less than the rate payable to a full-time registered nurse. Part-time graduate nurses shall be paid thirty-five cents (\$0.35) less per hour than the rate payable to a part-time registered nurse.

Yorkview

In the event of a promotion or demotion, or upon a graduate nurse being granted Registered Nurse status, the salary adjustments necessary upon the happening of such event shall be as of the date of occurrence or registration as the case may be.

22.10 Stoney Creek

The Home shall pay the costs of an academic course which is directly related to the nurse's engagement to a maximum of one hundred and fifty dollars (\$150.00). If a nurse's application for approval is denied, the nurse shall be given the reasons in writing. The approval shall not be unreasonably denied.

**ARTICLE 23 – DURATION**

23.01 This Document shall continue in effect until the earlier of the sale of the nursing homes or a new IAP, in which case:

- (a) on the sale of the nursing homes, the purchaser shall be bound by a collective agreement in accordance with the Settlement Agreement; and
- (b) on a new IAP, this Document will be amended in accordance with the IAP, but subject to the Settlement Agreement.

**NOTE:** IAP is defined as follows in the May 2, 2005, Bankruptcy Trustee and ONA Settlement Agreement -

The Interest Arbitration Proceedings chaired by William Kaplan between ONA and the Participating Nursing Homes, hearings for which were concluded on February 11, 2005 and future collective bargaining settlements and/or Interest Arbitration Proceedings.



**APPENDIX "A"****RATES OF PAY****Registered Nurse**

<b>Step</b>	<b>July 1/06</b>	<b>Jan. 1/07</b>	<b>July 1/07</b>	<b>Jan. 1/08</b>	<b>July 1/08</b>	<b>Jan. 1/09</b>
Start	\$22.88	\$23.28	\$23.69	\$24.11	\$24.53	\$25.02
1 Year	\$23.90	\$24.32	\$24.74	\$25.18	\$25.62	\$26.13
2 Year	\$24.70	\$25.14	\$25.58	\$26.02	\$26.48	\$27.01
3 Year	\$26.05	\$26.50	\$26.97	\$27.44	\$27.92	\$28.48
4 Year	\$27.13	\$27.60	\$28.08	\$28.58	\$29.08	\$29.66
5 Year	\$28.47	\$28.97	\$29.47	\$29.99	\$30.52	\$31.13
6 Year	\$29.75	\$30.27	\$30.80	\$31.34	\$31.89	\$32.53
7 Year	\$32.32	\$32.88	\$33.46	\$34.04	\$34.64	\$35.33
8 Year	\$35.00	\$35.60	\$36.23	\$36.86	\$37.51	\$38.26

Part-time wage schedule to be amended appropriately.

Add grids of any other classifications in the bargaining unit.

Maintain the same percent differential for other classifications of RNs.

**Percentage in Lieu**

Effective July 1, 2005 the eight and one-half percent (8.5%) premium is given in lieu of benefits under Articles 12 except 12.04, 14, and 17.

**Oakville (Assistant Director of Care) / Townsview (Nurse Managers) / Highbourne (Unit Managers)**

<b>Step</b>	<b>July 1/06</b>	<b>Jan. 1/07</b>	<b>July 1/07</b>	<b>Jan. 1/08</b>	<b>July 1/08</b>	<b>Jan. 1/09</b>
Start	\$24.13	\$24.55	\$24.99	\$25.43	\$25.87	\$26.39
1 Year	\$25.26	\$25.71	\$26.15	\$26.62	\$27.08	\$27.62
2 Year	\$26.05	\$26.52	\$26.98	\$27.45	\$27.93	\$28.49
3 Year	\$27.48	\$27.96	\$28.45	\$28.95	\$29.46	\$30.05
4 Year	\$28.62	\$29.11	\$29.62	\$30.15	\$30.67	\$31.29
5 Year	\$30.06	\$30.59	\$31.11	\$31.66	\$32.22	\$32.87
6 Year	\$31.37	\$31.92	\$32.48	\$33.04	\$33.62	\$34.30
7 Year	\$34.07	\$34.66	\$35.27	\$35.88	\$36.52	\$37.24
8 Year	\$36.89	\$37.53	\$38.19	\$38.85	\$39.54	\$40.33

Mississauga (Assistant Director of Care)

<b>Step</b>	<b>July 1/06</b>	<b>Jan. 1/07</b>	<b>July 1/07</b>	<b>Jan. 1/08</b>	<b>July 1/08</b>	<b>Jan. 1/09</b>
Start	\$23.94	\$24.36	\$24.78	\$25.22	\$25.66	\$26.18
1 Year	\$25.03	\$25.47	\$25.91	\$26.37	\$26.83	\$27.36
2 Year	\$25.84	\$26.30	\$26.76	\$27.22	\$27.70	\$28.26
3 Year	\$27.26	\$27.73	\$28.22	\$28.72	\$29.22	\$29.80
4 Year	\$28.37	\$28.86	\$29.37	\$29.89	\$30.41	\$31.02
5 Year	\$29.78	\$30.31	\$30.83	\$31.37	\$31.93	\$32.57
6 Year	\$31.12	\$31.67	\$32.22	\$32.79	\$33.36	\$34.03
7 Year	\$33.81	\$34.39	\$35.00	\$35.61	\$36.23	\$36.96
8 Year	\$36.58	\$37.21	\$37.86	\$38.52	\$39.20	\$39.99

Highbourne

Newly-engaged nurses will receive the percentage in lieu of benefits outlined above. Current nurses will be provided with a one (1) time only option of selecting to remain in the prorated benefit plan or receive in lieu of benefits. This selection must be made by January 15, 2006.

Yorkview (Part-time)

<b>Step</b>	<b>July 1/06</b>	<b>Jan. 1/07</b>	<b>July 1/07</b>	<b>Jan. 1/08</b>	<b>July 1/08</b>	<b>Jan. 1/09</b>
Start	\$24.82	\$25.26	\$25.70	\$26.16	\$26.62	\$27.15
1 Year	\$25.93	\$26.39	\$26.84	\$27.32	\$27.80	\$28.35
2 Year	\$26.80	\$27.28	\$27.75	\$28.23	\$28.73	\$29.31
3 Year	\$28.26	\$28.75	\$29.26	\$29.77	\$30.29	\$30.90
4 Year	\$29.44	\$29.95	\$30.47	\$31.01	\$31.55	\$32.18
5 Year	\$30.89	\$31.43	\$31.97	\$32.54	\$33.11	\$33.78
6 Year	\$32.28	\$32.84	\$33.42	\$34.00	\$34.60	\$35.30
7 Year	\$35.07	\$35.67	\$36.30	\$36.93	\$37.58	\$38.33
8 Year	\$37.98	\$38.63	\$39.31	\$39.99	\$40.70	\$41.51

**APPENDIX "B"****ASSESSMENT COMMITTEE CHAIRPERSONS**

Ms. Anne-Maria Ollikainen  
Simcoe Terrace Retirement Centre  
44 Donald Street  
BARRIE, ON L4N 1E3  
Telephone: 705-722-5750  
705-737-5319

Ms. Anitta Robertson  
Registered Nurses Association of Ontario  
438 University Avenue, Suite 1600  
TORONTO, ON M5G 2K8  
Telephone: 416-599-1925, ext. 216

Ms. Joan Edwards  
40 Prince Albert Street  
OTTAWA, ON K1K 2A4  
Telephone: 613-742-7437

## APPENDIX "C" – FOUR ON, TWO OFF SCHEDULE

A Basic 4 and 2 scheduling pattern with two nurses on days, and one on each of afternoons and nights.

Nurse	Week 1							Week 2							Week 3						
	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
A	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day
B	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day
C	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-
D	PM	PM	PM	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	PM
E	-	-	Night	Night	Night	Night	-	-	Night	Night	Night	Night	-	-	Night	Night	Night	Night	-	-	Night
F	Night	Night	-	-	PM	PM	Night	Night	-	-	PM	PM	Night	Night	-	-	PM	PM	Night	Night	-
G	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Nurse	Week 4							Week 5							Week 6						
	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
A	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-
B	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	Day	-	-	Day	Day	Day
C	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day
D	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	PM	PM	PM	-
E	Night	Night	Night	-	-	Night	Night	Night	Night	-	-	Night	Night	Night	Night	Night	-	-	Night	Night	Night
F	-	PM	PM	Night	Night	-	-	PM	PM	Night	Night	-	-	PM	PM	Night	Night	-	-	PM	PM
G	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

The same pattern with scheduled holidays (H)

Nurse	Week 1							Week 2							Week 3						
	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
A	Day	Day	Day	Day	-	-	H	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day
B	-	-	Day	Day	Day	H	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day
C	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-
D	PM	PM	PM	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	PM
E	-	-	Night	Night	Night	Night	-	-	Night	Night	Night	Night	-	-	H	Night	Night	Night	Night	-	-
F	Night	Night	-	-	PM	PM	Night	Night	-	-	PM	PM	Night	Night	-	-	PM	PM	Night	Night	-
G	-	-	-	-	-	Day	Day	-	-	-	-	-	-	-	Night	-	-	-	-	-	-
Nurse	Week 4							Week 5							Week 6						
	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
A	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-
B	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	Day	-	-	Day	Day	Day
C	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day
D	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	PM	H	-	-	PM	PM	PM	PM	PM	-
E	Night	Night	Night	-	-	Night	Night	Night	Night	-	-	Night	Night	Night	Night	-	-	Night	Night	Night	Night
F	-	PM	PM	Night	H	-	-	PM	PM	Night	Night	-	-	H	PM	Night	Night	-	-	PM	PM
G	-	-	-	-	Night	-	-	-	-	-	-	-	PM	PM	-	-	-	-	-	-	-

## A Basic 4 and 2 scheduling pattern with two nurses on days, and one on each of afternoons and nights.

## Variation One

Nurse	Week 1							Week 2							Week 3						
	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
A	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day
B	-	-	Day	Day	PM	PM	-	-	Day	Day	PM	PM	-	-	Day	Day	PM	PM	-	-	Day
C	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-
D	PM	PM	PM	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	PM
E	-	-	Night	Night	Night	Night	-	-	Night	Night	Night	Night	-	-	Night	Night	Night	Night	-	-	Night
F	Night	Night	-	-	Day	Day	Night	Night	-	-	Day	Day	Night	Night	-	-	Day	Day	Night	Night	-
G	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Nurse	Week 4							Week 5							Week 6						
	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
A	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-
B	Day	PM	PM	-	-	Day	Day	PM	PM	-	-	Day	Day	PM	PM	-	-	Day	Day	PM	PM
C	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day
D	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	PM	PM	-	-
E	Night	Night	Night	-	-	Night	Night	Night	Night	-	-	Night	Night	Night	Night	-	-	Night	Night	Night	Night
F	-	Day	Day	Night	Night	-	-	Day	Day	Night	Night	-	-	Day	Day	Night	Night	-	-	Day	Day
G	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

**APPENDIX "D"**

**PAY EQUITY AGREEMENT**

**NOTE:** As per the Settlement Agreement, the parties acknowledge that pay equity has been achieved.

**LETTER OF UNDERSTANDING**

Between:

**ROYAL CREST LIFECARE GROUP**  
(Hereinafter referred to as the "Home")

And:

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

Re: Harassment and Discrimination

Within three (3) months of the ratification of the Memorandum of Settlement or issuance of the arbitration award, the Home will provide the Union with a copy of a policy in respect of harassment and discrimination. The Union may make suggestions to the Home for its consideration. The policy will not be inconsistent with provisions of this Document. A copy of the policy will be made available to all nurses.

**LETTER OF UNDERSTANDING**

Between:

**ROYAL CREST LIFECARE GROUP**  
(Hereinafter referred to as the "Home")

And:

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

Re: Harassment and Discrimination

The parties agree that the process for dealing with harassment for reasons not specifically prohibited by the Ontario *Human Rights Code* is an appropriate subject matter at Labour Management Committee meetings.



**LETTER OF UNDERSTANDING**

Between:

**ROYAL CREST LIFECARE GROUP**  
(Hereinafter referred to as the "Home")

And:

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

Re: Transfers between Homes within Chain

The Home agrees that nurses may be permitted to transfer at the Home's discretion from one nursing home to another for their own personal convenience and at their own expense, subject to the following conditions:

- (a) Nurses wishing to transfer must notify, in writing, the Administrator of the Home to which they would like to transfer, prior to ceasing engagement with the former home. Such notice shall include the nurse's qualifications, present position, scheduling preferences (if any), and when they would be able to commence the engagement.
- (b) An applicant, who is permitted to transfer at the Home's discretion from one nursing home to another as a result of this transfer procedure, will retain the service that she had previously accrued for purposes of placement on the wage schedule, level of vacation entitlement provided, and any other compensation conditions of the engagement according to the position to which nurse transfers at the new home. For purposes of transfer, promotion, layoffs and reductions in staff, however, a nurse so transferring will only be able to exercise nursing home seniority.
- (c) This provision applies only to nursing homes within the same chain.

**LETTER OF UNDERSTANDING**

Between:

**ROYAL CREST LIFECARE GROUP**  
(Hereinafter referred to as the "Home")

AND:

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

Re: Province-Wide Multi-Union Violence in the Nursing Home Discussion

The parties agree to invite the Unions and Homes representative of the workforce and nursing homes in the nursing home sector to participate in a discussion of methods to eliminate violence in the workplace between nurses.

## LETTER OF UNDERSTANDING

Between:

**ROYAL CREST LIFECARE GROUP**  
(Hereinafter referred to as the "Home")

And:

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

Re: Nursing Homes and Related Industries Pension Plan

It is understood and agreed that if the Union is accepted to participate in the nursing homes and Related Industries Pension Plan, the following language will replace Article 18.01-18.04 on a date to be determined by the Union.

In order to determine the feasibility of group participation in the plan, the Home agrees to provide the following information to the Plan Administrator from each home electronically (where practicable) for each Ontario Nurses' Association member: their date of birth, date of engagement (if part-time the total hours from date of engagement), status (full-time, part-time), gender and annual compensation.

18.01 The Nursing Homes and Related Industries Pension Plan

In this Article, the terms used shall have the meanings as described:

.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-Home plan.

"Applicable Wages" means the basic straight time wages for all hours worked, including:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay.

All other payments, premiums, allowances etc. are excluded.

"Eligible Nurse" means full-time and part-time nurses in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

.02 Each Eligible Nurse covered by this Document shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Home shall match such contributions, the amount being four percent (4%) of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, the Home shall, upon request, make full payment on any outstanding Home contributions irrespective of whether the nurse pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

- .03 The nurse and Home contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Home shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and Home acknowledge and agree that under current pension legislation, and/or regulations, the Home has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by this Document in force between the parties.

It is understood and agreed by the Home and the Union that should the current pension legislation or regulations be changed so that the Home's obligation to contribute to the Plan exceeds the amount specified in this Document then in force, the parties will meet directly to finalize methods to relieve the Home of this increased obligation to the extent that any such obligations exceeds that which the Home would have if the Plan were a defined contribution plan.

- .05 The Home agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Home may be provided in the form normally maintained by the Home, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Home for access to the required information. This may include the Home providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Home are unable to agree on the form of such access, a mutually acceptable third (3<sup>rd</sup>) party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Home's files.

Such information shall be provided only on enrolment of a nurse or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Home, it being understood that any additional costs of such request shall be borne by the Plan.

For further specificity, the items required for each eligible nurse are:

- (i) To be Provided Once Only at Plan Commencement

- Date of engagement
  - Date of birth
  - Date of first (1<sup>st</sup>) remittance
  - Seniority list (for purposes of calculations past service credit).

- (ii) To be Provided with each Remittance

- Name
  - Social Insurance Number
  - Monthly remittance
  - Pensionable earnings

- (iii) To be Provided Once, and if Status Changes

- Address as provided to the Home
  - Termination date when applicable

- (iv) To be Provided Once, if they are Readily Available

- Gender
  - Marital status

## LETTER OF UNDERSTANDING

Between:

**ROYAL CREST LIFECARE GROUP**  
(Hereinafter referred to as the "Home")

And:

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

Re: Application of Article 14.01 (a) (i – ii)

The parties agree that sub-article 14.01 will be applied in the following manner during the Home self insured period:

1. For any absence for which sick pay is claimed, a nurse must provide the Home with a certificate, in the form attached hereto as Schedule "A", signed by the nurse and confirming that personal illness or injury has prevented the nurse's attendance at work on those days.
2. The nurse will be required to provide the Home with a medical certificate as set out in Schedule "B", confirming that the nurse's personal illness or injury prevented the nurse's attendance at work, if:
  - i. The nurse has been absent for at least three consecutively scheduled shifts, and the Home has requested such certificate; or
  - ii. The nurse has an established pattern of absenteeism, and the Home has given the nurse written notice that she must provide such a certificate.
3. The nurse will be required to provide the Home with a medical certificate as set out in Schedule "C", confirming that the nurse's personal illness or injury prevented the nurse's attendance at work, if the Home requests that the nurse provide a certificate from her physician that she is sufficiently recovered from the personal illness which caused her absence and is capable of performing her former duties and responsibilities; the nurse's reinstatement after sick leave will be conditional on her supplying such certificate.
4. The Home reserves the right to require a medical certificate at the Home's expense in special circumstances, such as:
  - i. when the information provided in the standard form is insufficient to substantiate illness or injury; or
  - ii. when additional information is required to establish that the nurse is medically able to return to work with or without accommodation; or
  - iii. under other circumstances, subject to a reasonable rationale.

5. It is understood that the Home is not entitled to request or receive a medical diagnosis, except or unless it is required by a statutory or regulatory body or organization, but is entitled to request and receive a prognosis concerning the nurse's medical condition.

**SCHEDULE A**

**CERTIFICATE OF NURSE CONFIRMING ABSENCE DUE TO PERSONAL ILLNESS OR INJURY**

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

FACILITY: \_\_\_\_\_

DATE(S) OF ABSENCE: \_\_\_\_\_

I hereby affirm on my honour that my personal illness or injury prevented me from attending work on the date(s) shown above.

I understand that I will be compensated for the time absent from work at 70% of my straight time wages only.

SIGNATURE OF THE NURSE: \_\_\_\_\_

PAYMENT APPROVED: \_\_\_\_\_  
SIGNATURE OF SUPERVISOR

DATE APPROVED: \_\_\_\_\_



**SCHEDULE B**

**MEDICAL CERTIFICATE OF INABILITY TO WORK  
DUE TO PERSONAL ILLNESS OR INJURY**

PHYSICIAN INFORMATION

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

I, Dr. \_\_\_\_\_ confirm that \_\_\_\_\_  
(please print physician's name) (please print nurse's name)

was treated by me on \_\_\_\_\_, is or was unable to work  
(date)

due to personal illness or injury as of \_\_\_\_\_, and was not or will  
(date)

not be able to return to work until \_\_\_\_\_.  
(date)

Physician's signature: \_\_\_\_\_

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

**SCHEDULE C**

**MEDICAL CERTIFICATE OF READINESS TO RETURN TO WORK  
FOLLOWING PERSONAL ILLNESS OR INJURY**

PHYSICIAN INFORMATION

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

\_\_\_\_\_ has been under my care and treatment since  
(please print nurse's name)

\_\_\_\_\_ due to a personal illness or injury, and will be able  
(date)

to return to work on \_\_\_\_\_, and to carry out her normal duties and  
(date)

responsibilities (check one)

with the following restrictions: \_\_\_\_\_

\_\_\_\_\_

or

without restrictions: \_\_\_\_\_

Physician's signature: \_\_\_\_\_

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

**LETTER OF UNDERSTANDING**

Between:

**ROYAL CREST LIFECARE MISSISSAUGA**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Parking

The Home will continue its existing practice of providing parking to nurses during working hours only, at no charge provided that, if a change is made to the parking policy as it relates to other users, including charges for parking, this policy will apply equally to members of this bargaining unit.