

**COLLECTIVE AGREEMENT**

Between:

**ST. JOSEPH'S VILLA**  
[hereinafter referred to as "the Home"]

And:

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as "the Association"]

**FULL-TIME**

**Expiry Date: March 31, 2018**

## TABLE OF CONTENTS

ARTICLE 1 – PURPOSE .....	1
ARTICLE 2 - DEFINITIONS & GRADUATE NURSES .....	1
ARTICLE 3 – RELATIONSHIP .....	2
ARTICLE 4 - NO STRIKE, NO LOCKOUT .....	2
ARTICLE 5 - ASSOCIATION SECURITY .....	3
ARTICLE 6 - REPRESENTATION AND COMMITTEES .....	3
ARTICLE 7 - GRIEVANCE PROCEDURE.....	7
ARTICLE 8 – ARBITRATION PROCEDURE.....	8
ARTICLE 9 - PROFESSIONAL RESPONSIBILITY .....	10
ARTICLE 10 - ACCESS TO FILES .....	12
ARTICLE 11 – SENIORITY .....	13
ARTICLE 12 - LEAVES OF ABSENCE .....	17
ARTICLE 13 - SICK LEAVE AND LONG-TERM DISABILITY HEALTH AND WELFARE BENEFITS .....	24
ARTICLE 14 - HOURS OF WORK.....	26
ARTICLE 15 - PREMIUM PAYMENT.....	27
ARTICLE 16 - PAID HOLIDAYS .....	30
ARTICLE 17 – VACATIONS .....	31
ARTICLE 18 - HEALTH AND WELFARE BENEFITS .....	33
ARTICLE 19 – MISCELLANEOUS .....	35
ARTICLE 20 – COMPENSATION .....	37
ARTICLE 21 .....	39
ARTICLE 22 – DURATION.....	39
APPENDIX 2 .....	41
LETTER OF UNDERSTANDING .....	42
Re: CMI/RAI .....	42
LETTER OF UNDERSTANDING .....	43
Re: Job Share .....	43

## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Home and the nurses covered by this Agreement; to provide for on-going means of communication between the Association and the Home and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that nurses wish to work together with the Home to secure the best possible nursing care and health protection for residents. Appropriate committees have been created under this Agreement to work towards this objective.
- 1.03 The Home recognizes the Association as the exclusive bargaining agent for all full-time registered and graduate nurses employed in a nursing capacity at the St. Joseph's Villa, Cornwall, save and except Director of Resident Care and persons above the rank of Director of Resident Care.
- 1.04 The Employer shall not enter into any agreement with an employee if such agreement conflicts with the collective agreement. Any such agreement is null and void.

## **ARTICLE 2 - DEFINITIONS & GRADUATE NURSES**

- 2.01 A Registered Nurse is a nurse who holds a Certification of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Nursing Act.
- 2.02 A nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act and its Regulations must obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, but in any case not longer than two years from her or his date of hire, she or he will be deemed to be not qualified for the position of registered nurse and she or he will be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration.
- 2.03 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 13.
- 2.04 A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 13 and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time nurses shall be considered casual nurses.

The definitions shall not have the effect of changing the composition of any existing bargaining units. The Home shall not refuse to accept an offer from a nurse to make a commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual nurses so as to restrict the number of regular part-time nurses.

### **ARTICLE 3 – RELATIONSHIP**

- 3.01 The Home and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Association or activity of lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement.
- 3.02 The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on Home premises or during working hours except with the written permission of the Home or as specifically provided for in this Agreement.
- 3.03 It is agreed that there will be no discrimination by either party or by the nurses covered by this Agreement on the basis of the protected grounds set out in the Ontario Human Rights Code. For the purposes of information the protected grounds are: race, colour, ancestry, place of origin, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.
- 3.04 **Management Rights**
- The Union recognizes that the management function of the Employer and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the expressed provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
  - (b) Hire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- The Villa agrees that these functions will be exercised in a reasonable manner and consistent with the provisions of this Agreement.
- 3.05 The Home and the Association recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the Ontario Human Rights Code.

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

- 4.01 The Association agrees there shall be no strikes and the Home agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

## **ARTICLE 5 - ASSOCIATION SECURITY**

- 5.01 The Home will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association.
- 5.02 Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.
- 5.03 The amount of the regular monthly dues shall be those authorized by the Association and the Vice-President, Finance of the Association shall notify the Home of any changes therein and such notification shall be the Home's conclusive authority to make the deduction specified. In the case of any local dues levies, notification will be made by the local treasurer and such notification shall be the Home's conclusive authority to make the deduction specified.
- 5.04 In consideration of the deducting and forwarding of Association dues by the Home, the Association agrees to indemnify and save harmless the Home against any claims or liabilities arising or resulting from the operation of this Article.
- 5.05 The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Home shall provide a list of nurses from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their Social Insurance Numbers. A copy of this list will be sent to the Local Association. Where the parties agree, the Home may also provide the information in an electronic format or on a computer disk.
- 5.06 The Home agrees that an officer of the Association or nurse representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance as determined by Local negotiation and may be arranged collectively or individually by the Home.

**NOTE:** The list provided for in Article 5.05 shall include any other information that is currently provided to ONA. Additionally, the Home will provide each nurse with a T-4 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.

## **ARTICLE 6 - REPRESENTATION AND COMMITTEES**

- 6.01 Association Representatives & Grievance Committee
- (a) The Home agrees to recognize association representatives to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Association business as provided in this Collective Agreement and the number of nurses shall be two (2).

- (b) The Home will recognize a Grievance Committee, one (1) of whom shall be chairperson. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement and the number of nurses on the Grievance Committee shall be two (2).
- (c) It is agreed that association representatives and 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 obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, an association representative or member of the Grievance Committee is required to enter a nursing unit within the home in which she is not ordinarily employed she shall, immediately upon entering such nursing unit, report her presence to the supervisor or nurse in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Home agrees to pay for all time spent during their regular hours by such representatives hereunder.

#### 6.02 Home-Association Committee

- (a) There shall be a Home-Association Committee comprised of representatives of the Home, one (1) of whom shall be the Resident Care Co-ordinator or her designate and of the Association, one (1) of whom shall be the Local President or her designate. The number of representatives is two (2) from amongst combined f/t and p/t bargaining units and the membership of the Committee may be expanded by mutual agreement.
- (b) The Committee shall meet quarterly unless otherwise agreed and as required under Article 8.01 (a) (i). The duties of Chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
  - i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of nursing care;
  - ii) dealing with complaints referred to it in accordance with the provisions of Article 8, Professional Responsibility;
  - iii) discussing and reviewing matters relating to orientation and in-service programs.
- (d) The Home agrees to pay for time spent during regular working hours for representatives of the Association attending at such meetings.

#### 6.03 (a) Negotiating Committee

The Home agrees to recognize a Negotiating Committee comprised of representatives of the Association for the purpose of negotiating a renewal agreement. The number of nurses on the negotiating committee shall be three (3) amongst f/t and p/t bargaining units.

The Home agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Home for a renewal agreement up to conciliation, but not including, arbitration.

## 6.04

Joint Occupational Health and Safety Committee

- (a) The Home and the Association agree that they mutually desire to maintain standards of safety and health in the home in order to prevent accidents, injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.
- (b) Recognizing its responsibilities under the applicable legislation, the Home agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Association from amongst full-time and part-time bargaining units employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Home agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, the Home will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) Meetings shall be held every second [2nd] month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attending meetings of the Joint Occupational Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance. A representative shall be deemed to be at work during the times described above and the Home shall pay the representative for those times at the representative's regular or premium rate as may be proper.
- (g) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member of the Joint Occupational Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Home at

her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.

- (i) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (j) Where the Home identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.

The Home will keep adequate stocks of the N95 respirator to be made available to nurses in the event the Joint Occupational Health and Safety Committee concludes that there are reasonable indications of the emergence of a pandemic.

- (k) The Home agrees that it will recommend to the Health and Safety Committee to select a member from the Ontario Nurses' Association as a certified worker under the Occupational Health & Safety Act when the need for a replacement certified worker arises.
- l) The Health and Safety Representative selected or appointed as per section b) may suggest to the Joint Occupational Health and Safety Committee to discuss appropriate measures to promote health and safety in the workplace, including, but not limited to:
  - Violence in the workplace (include verbal abuse)
  - Musculoskeletal Injury Prevention
  - Needle Stick Injury Prevention
  - Personal Protective Equipment
  - Policies regarding return to work
  - Policies regarding modified work

6.05 The Association may hold meetings on Home premises providing permission has been first [1st] obtained from the Home.

6.06 The Association shall keep the Home notified in writing of the names of the nurse representatives and/or Committee members and Officers of the Local Association appointed or selected under this Article as well as the effective date of their respective appointments.

6.07 All reference to nurse representatives, committee members and officers in this Agreement shall be deemed to mean Association representatives, committee members or officers of the Local Association.

6.08 The Home agrees to give representatives of the Ontario Nurses' Association access to the premises of the Home for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator which will not be unreasonably withheld.



- 6.09 Where a nurse makes prior arrangements for time off from a tour of duty, the nurse shall not be scheduled to work another tour that day.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her nurse representative. In the case of suspension or discharge, the Home shall notify the nurse of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine(9) calendar days following advice of her immediate supervisor's decision in the following manner and sequence:

### **Step No. 1**

The nurse may submit a written grievance, signed by the nurse, to her immediate supervisor. The grievance shall be on a form referred to in Article 7.08 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The immediate supervisor will deliver her decision in writing within nine (9) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

### **Step No. 2**

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Home Administrator or her designate. A meeting will then be held between the Home Administrator or her designate and the Grievance committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative(s) of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Home Administrator or her designate may have such counsel and assistance as she may desire at such meeting. The decision of the Home shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the second (2<sup>nd</sup>) step grievance reply will be provided to the Association Labour Relations Officer.

- 7.04 A complaint or grievance arising directly between the Home and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Home shall be filed with the Bargaining Unit President or her designate.
- 7.05 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing signed by each nurse who is grieving to the Resident Care Coordinator or her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this Agreement.
- A claim by a nurse who has completed her probationary period that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Home at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Home's action in dismissing the nurse; or
  - (b) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
  - (c) by any other arrangement which may be deemed just and equitable.
- The Home agrees to provide written reasons within seven (7) calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed her probationary period, without just cause.
- 7.07 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of The Labour Relations Act, as amended from time to time.
- 7.08 Association grievances shall be on the form set out in Appendix 1.

## **ARTICLE 8 – ARBITRATION PROCEDURE**

- 8.01 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such

grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

8.02 It is understood and agreed that the Association (and not any individual or group of individuals) has carriage of all grievance throughout the grievance and arbitration procedure (save and except the complaint stage). All agreements reached under the grievance procedure between the representatives of the Home and the representatives of the Association will be final and binding upon the Home and the Association and the nurses.

8.03 (a) Before any grievance is submitted to arbitration, the parties shall meet with a Grievance Mediator in order to attempt to resolve such grievance. The parties may refer any number of outstanding grievances to the Grievance Mediator for possible resolution. Each party shall pay one-half (½) of the fees and expenses of the Grievance Mediator. If available Don Sheppard will be agreed by the parties as Mediator.

(b) When either party requests a grievance be submitted to arbitration, the grievance shall be submitted to one (1) of the following panel of sole Arbitrators:

- |     |              |      |                |
|-----|--------------|------|----------------|
| i)  | Brian Keller | iii) | Rick MacDowell |
| ii) | Jane Devlin  | iv)  | Louisa Davie   |

If a grievance has already been submitted to one (1) of the Panel of Arbitrators, then any subsequent grievances shall be submitted to the next Arbitrator on the Panel. In order to accept an appointment, the Arbitrator must agree to render an award within thirty (30) days of the last day of the Hearing.

(c) In the event that the parties mutually agree to refer a grievance to a tripartite Arbitration Board, the party requesting arbitration shall advise the other of its nominee to the Arbitration Board. Within ten (10) days thereafter, the other party shall answer, in writing, indicating the names and address of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within ten (10) days of the appointment of the second [2nd] of them, agree to a Chair.

8.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

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

8.06 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

- 8.07 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 8.08 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 8.09 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of The Labour Relations Act, as amended from time to time.
- 8.10 Wherever the Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

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

- 9.01 In the event that the Home assigns a number of residents or a workload to an individual nurse or group of nurses 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 Director of Care within fifteen (15) calendar days of the alleged improper assignment. The Director of Care will respond within ten (10) calendar days.
    - ii) In the event that the matter is not successfully resolved, the nurse may complain in writing to the Association-Home Committee. The Chairman of the Association-Home Committee shall convene a meeting of the Association-Home Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
    - iii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Association-Home Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) Registered Nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Home and one (1) 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 fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances.

The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.

- (b) i) The list of Assessment Committee Chairpersons is attached as Appendix 2. During the term of this Agreement, the Negotiating Team shall meet as necessary to review and amend by agreement the list of chairpersons of Professional Responsibility Assessment Committees.

Should the Chairperson who is schedule to serve decline when requested, or it becomes obvious that she would not be suitable due to connections with the Home or community, the next person on the list will be approached to act as Chairperson.

- ii) Each party will bear the cost of its own nominee and 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.

#### 9.02 Orientation and In-Service Program

The Home recognizes the need for a Home Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Home and the nurses involved.

- 9.03 Before assigning a newly hired nurse in charge of a nursing unit, the Home will first provide orientation both to the Home and to such nursing unit. It is understood that such nurse may be assigned to any tour as part of her orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in the Appendix of Local Provisions which forms part of this Collective Agreement.

- 9.04 Nurses recalled from lay off under Article 10.07 (a), nurses whose probationary period has been extended under Article 10.01, and nurses who are transferred on a permanent basis may be provided any orientation determined necessary by the Home. A request by such a nurse for orientation shall not be unreasonably denied.

- 9.05 Both the Home and the Association recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Association supports the principle of its members' responsibility for their own professional development and the Home will endeavour to provide programs related to the requirements of the Home. Available programs will be publicized, and the Home will endeavour to provide nurses with opportunities to attend such programs during their regularly scheduled working hours.

- 9.06 The delegation of Added Nursing Skills and Sanctioned Medical Acts (Special Procedures) to nurses shall be in accordance with guidelines established by the College of Nurses from time to time and any approved Home policy related thereto.

- 9.07 When a nurse is on duty and authorized to attend any in-service program within the home and during her regularly scheduled working hours, she shall suffer no loss of regular pay. When a nurse is required by the Home to attend courses outside of her

regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.

- 9.08 Nurses may be required, as part of their regular duties, to supervise the activities of students and will be informed in writing of their responsibilities in relation to these students.

Any information that is provided to the Home by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students.

- 9.09 The Home undertakes to notify the Association in advance, so far as practicable, of any technological changes which the Home has decided to introduce which will significantly change the status of the nurse within the bargaining unit.

The Home agrees to discuss with the Association the effect of such technological changes on the employment status of the nurses and to consider practical ways and means of minimizing the adverse effect, if any, on the nurses concerned.

Nurses, who are subject to lay off due to technological change will be given notice of such lay off at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 10.07 will apply.

- 9.10 Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Home agrees that necessary computer training will be provided at no cost to the nurses involved.

## **ARTICLE 10 - ACCESS TO FILES**

- 10.01 A copy of any completed evaluation which is to be placed in a nurse's file shall be first [1st] reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her view 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.

Each nurse shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her supervisor. A copy of the evaluation will be provided to the nurse at her request. A request by a nurse for a copy of other documents in her or his file will not be unreasonably denied, provided that the nurse pays the cost of copying the documents. It is understood that the cost per page of copy will be no more than fifteen cents (\$0.15) per page.

No document shall be used against a nurse where it has not been brought to her attention in a timely manner.

- 10.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for one (1) year. Leaves of absence in excess of sixty (60) continuous calendar days will not count towards either period referenced above.

**ARTICLE 11 – SENIORITY**

- NOTE:** The Home provided the Association with a seniority listing based on the Home's current and past practices. This list will be considered accurate. Employees will then continue accumulating seniority based on the language of this Agreement.
- 11.01 (a) Newly hired nurses shall be considered to be on probation for a period of sixty (60) tours worked from date of last hire (450 hours of work for nurses whose regular hours of work are other than the standard work day). If retained after the probationary period, the nurse shall be credited with seniority from date of last hire. With the written consent of the Home, the probationary nurse and the Bargaining Unit President or her designate, such probationary period may be extended. Where the Home requests an extension of the probationary period, it will provide notice to the Association at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Home will advise the nurse and the Association of the basis of such extension.
- (b) A nurse who transfers from casual or regular part-time to full-time status shall not be required to serve a probationary period where she has previously completed one since her date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) during the nine (9) months immediately preceding the transfer shall be credited towards the probationary period.
- 11.02 A seniority list shall be established for all full-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary nurses shall be included in the seniority list. A copy of the current seniority list will be filed with the Bargaining Unit President or her designate on request but not more frequently than once every six (6) months (April and October). A copy of the seniority list shall also be posted at the same time. Seniority on such lists will be expressed in terms of a date.
- 11.03 A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time or in the event she is transferred from casual to regular part-time or vice-versa. A nurse whose status is changed from full-time to part time shall receive credit for her full seniority and service on the basis of fifteen hundred (1500) hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority or service for each fifteen hundred (1500) hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.
- 11.04 If a nurse's absence without pay from the Home including absences under Article 11, Leave of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence.

In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Home to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure her continuing coverage.

Notwithstanding this provision, seniority shall accrue for a period of one (1) year if a nurse's absence is due to disability resulting in W.S.I.B. benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.

11.05 A nurse shall lose all service and seniority and shall be deemed to have terminated if she:

- (a) Leaves of her own accord;
- (b) Is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) Has been laid off for twenty-four (24) calendar months;
- (d) Refuses to continue to work or return to work during an emergency which seriously affects the Home's ability to provide adequate resident care, unless a satisfactory reason is given to the Home;
- (e) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Home of such absence and providing a satisfactory reason to the Home;
- (f) Fails to return to work (subject to provisions of 10.05 (e)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (g) Fails upon being notified of a recall to signify her intention to return within five (5) 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 seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;

11.06 (a) (i) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position with the bargaining unit is established by the Home, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit and nurses in another ONA bargaining unit at the Home, if any, may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for three (3) consecutive calendar days.

(ii) The Home will endeavour to provide a copy of all job postings to the Bargaining Unit President at the time of posting.



- (b) Nurses shall be selected for positions under 10.06 (a) on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant, regardless of her ONA bargaining unit, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she cannot satisfactorily perform the job to which she was promoted, the Home will attempt, during the first [1st] thirty (30) tours (225 hours for nurses whose regular hours of work are other than the standard work day) worked from the date on which the nurse was first [1st] assigned to the vacancy, to return her to her former job, and the filling of the subsequent vacancies will likewise be reversed. Notwithstanding the level of entry to practice (baccalaureate degree in nursing) which will become effective in 2005, the Home will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.
- (c) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Home. In filling such vacancies consideration shall be given to regular part-time and regular full-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to utilizing non-bargaining unit nurses supplied by an agency or registry. 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. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time and shall be covered by the terms of the part-time Collective Agreement. Upon completion of the temporary vacancy, such nurse shall be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job. It is understood that any nurse who applies and/or is awarded such temporary position exceeding sixty (60) calendar days, shall have the right with a two weeks notice, in writing to the employer, be returned to her/his former position. This nurse may not be considered for an other temporary position until she/he has returned to her/his former position for at least one month. The temporary position shall be given to the next senior nurse who had expressed interest at the time of the original posting or filling of the temporary position.
- (d) The Home shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.

## 11.07

- (a) A lay off of nurses shall be made on the basis of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first [1st] laid off.

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

- (b) Where a vacancy occurs in a position following a lay off hereunder as a result of which a nurse had been transferred to another position, the affected nurse will be offered the opportunity to return to her former position providing such vacancy occurs within six (6) months of the date of layoff. Where the nurse returns to her former position, there shall be no obligation to consider the vacancy under Article 10.06. Where the nurse refuses the opportunity to return to her former position, she shall advise the Home in writing.
- (c) No reduction in the hours of work shall take place to prevent or reduce the impact of a lay off without the consent of the Association.
- (d) All regular part-time and full-time nurses represented by the Association who are on lay off will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.

11.08 In the event of a proposed lay off at the Home of a permanent or long-term nature, the Home will:

- (a) provide the Local Association with no less than sixty (60) calendar days' notice of such lay off, and
- (b) meet with the Local Association to review the following:
  - i) the reasons causing the lay off;
  - ii) the service which the Home will undertake after the lay off;
  - iii) the method of implementation including the areas of cut-back and the nurses to be laid off.

In the event of a proposed lay off at the home which is not of a permanent or long-term nature or a bed cut-back or a cut-back in service which will result in displacement of staff, the Home will provide the Local Association with reasonable notice. If requested, the Home will meet with the Local Association to review the reasons and expected duration of the bed cut-back or cut-back in service, realignments of service or staff and its effect on nurses in the bargaining unit.

Any agreement between the Home and the Local Association resulting from the review above concerning the method of implementation will take precedence over the terms of this Article. Notice of lay off shall be in accordance with the provisions of the Employment Standards Act.

11.09 (a) A nurse who is transferred to a position outside of the bargaining unit shall, subject to (b) below, retain, but not accumulate, her seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

- (b) In the event that a nurse is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

- 11.10 (a) The Resident Care Co-ordinator excluded from the bargaining unit shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in the lay off, loss of seniority or service or reduction in benefits to nurses in the bargaining unit.
- (b) The Home shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay off of any employees other than casual part-time employees follows. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence.

NOTE 1: In the bargaining units where full-time and part-time nurses are both employed, seniority lists and layoff and recall rights of part-time nurses shall be separate from full-time nurses.

## **ARTICLE 12 - LEAVES OF ABSENCE**

12.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Resident Care Co-ordinator or her designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

### 12.02 Leave for Association Business

The Home agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings and to any nurse elected to the position of Local Coordinator. The total amount of leave of absence under this article in any calendar year may not exceed 50 days for the Local Coordinator and 25 days for the Bargaining Unit functions, and the number of nurses that may be absent at any one time (1) shall not exceed two (2). The Association must provide the Home with at least one month notice prior to the date the nurse is to be absent and provided that replacement staff is available to accommodate such leave. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Home and the Local Association agrees to reimburse the Home in the amount of the daily rate of the nurse except for Provincial Committee meetings which will be reimbursed by the Association. The Home will bill the Local Association within a reasonable period of time. Part-time nurses will receive service and seniority credit for all leaves granted under this Article.

12.03 Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she may require to fulfill the duties of her position. Reasonable notice - sufficient to adequately allow the Home to minimize disruption of its services shall be given to the Home for such leave of absence. Notwithstanding Article 10.04, there shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 11.02 above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Home in the amount of the full cost of such salary and applicable benefits, and the Association will reimburse the Home as per article 11.02.

12.04 Leave, President, O.N.A.

Upon application in writing by the Association on behalf of the nurse to the Home, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) consecutive two (2) year terms. Notwithstanding Article 10.04, there shall be no loss of service or seniority during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Home and the Association agrees to reimburse the Home in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Home of her intention to return to work at least two (2) weeks prior to the date of such return. The parties agree that if the return of the nurse results in the lay-off of a nurse in the bargaining unit the notice of lay off provisions in the collective agreement shall be waived.

12.05 Bereavement Leave

A nurse who notifies the Home as soon as possible following a bereavement shall be granted four (4) consecutive working days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a spouse, common-law spouse, child, step-child.

A nurse who notifies the Home as soon as possible following a bereavement shall be granted three (3) consecutive working days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family.

"Immediate family" means parent, step-parent, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild, grandparent of spouse. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will include a partner of the same sex. Where a nurse does not qualify under the above-noted conditions, the Home may nonetheless grant a paid bereavement leave. The Home, in its discretion, may extend such leave with or without pay.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding three (3) days in total, in order to accommodate religious and cultural diversity.

One (1) day of bereavement leave will be granted, without loss of her regular pay for her scheduled hours, upon the death of an uncle, aunt, niece and nephew.

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

#### 12.06

##### Jury & Witness Duty

If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law in connection with a case arising from the nurse's duties at the home, or is required to attend a coroner's inquest in connection with a case arising from the nurse's duties at the home, the nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the nurse:

- (a) notifies the Home immediately on the nurse's notification that she will be required to attend court;
- (b) presents proof of service requiring the nurse's attendance;
- (c) deposits with the Home the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.
- (d) Where the Home requires a nurse to attend any meetings in preparation for a case or legal proceedings which either arises from a nurse's employment with the Home or otherwise involves the Home, the Home will make every reasonable effort to schedule such meetings at the Home during the nurse's regularly scheduled hours of work. If the nurse is required to attend such meetings outside of her or his regularly scheduled hours, the nurse shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay.

#### 12.07

##### Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The nurse shall give written notification at least four (4) weeks in advance of the date of commencement of such leave and a certificate from a legally qualified medical practitioner stating the expected birth date and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date original 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 have been discontinued in which case she shall be given a comparable job, consistent with the nurse's seniority.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or

arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successful completion of her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in article 10.01 (a) to a maximum, of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) The Home may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant women or the performance or non performance of her work is materially affected by the pregnancy.
- (f) Upon confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this agreement who has applied for and is in receipt of Employment Insurance benefits pursuant to Section 18 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 28 weeks).

The employee does not have any vested right except to receive payments for the covered employment 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.

- (g) The period of the leave shall not be included in any probationary period.
- (h) Employees on pregnancy leave will accrue seniority and service credits. Service credits shall not count as time at work.

## 12.08

Parental Leave

- (a) A nurse who becomes a parent of a child is eligible for a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care or control of the parent for the first (1<sup>st</sup>) time. The nurse shall give the Home written notification at least four (4) weeks prior to the commencement of the leave, stating the expected start date of the leave and the expected date of return. The parental leave of a nurse who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care or control of a parent for the first (1<sup>st</sup>) time. A nurse who has taken a pregnancy leave under Article 11.07 is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the *Employment Standards Act*. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may take a parental leave for a period of up to thirty-seven (37) weeks duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Home as far in advance as possible with respect to a prospective adoption and shall request the leave of absence in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The nurse shall be reinstated to her or his former position, unless that position have been discontinued in which case she shall be given a comparable job, consistent with the nurse's seniority.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successful completion of her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in article 10.01 (a) to a maximum, of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this agreement who has applied for and is in receipt of Employment Insurance benefits pursuant to Section 20 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of the nurse's regular weekly earnings and the sum of her weekly Employment Insurance benefits and any

other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The nurse's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 28 weeks).

The employee does not have any vested right except to receive payments for the covered employment 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.

- (f) The period of the leave shall not be included in any probationary period.
- (g) Employees on parental leave will accrue seniority and service credits. Service credits shall not count as time at work.

#### 12.09

##### Education Leave

- (a) Leave of absence, without pay, for the purposes of further education directly related to the nurse's employment with the Home may be granted on written application by the nurse to the Director of Nursing or her designate. Requests for such leave will not be unreasonably denied.
- (b) A nurse shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which nurses are enrolled to upgrade their nursing qualifications. For greater clarity, the period of the leave shall be either the night shift prior to the day of the examination or the shift on the day of the examination, but not both.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the nurse's employment at the home may be granted at the discretion of the Home upon written application by the nurse to the Director of Nursing or her designate.

#### 12.10

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

#### 12.11

##### Pre-paid Leave Plan

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

- (a) The Plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax



Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The nurse must make written application to the Resident Care Co-ordinator at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be determined by local negotiations. The year for purposes of the program shall be September 1st of one (1) year to August 31st of the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Local Association and the Home.
- (d) Written applications will be reviewed by the Resident Care Co-ordinator or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Home.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Home and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Homes of Ontario Pension Plan will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Resident Care Co-ordinator. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If a nurse terminates employment, the deferred salary held by the Home plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.

- (k) The Home will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Home is unable to find a suitable replacement, it may postpone the leave. The Home will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Home in order to authorize the Home to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 12.11 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.

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

### **ARTICLE 13 - SICK LEAVE AND LONG-TERM DISABILITY HEALTH AND WELFARE BENEFITS**

13.01 The Home will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure.

The Home will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

13.02 When a nurse has completed any portion of her regularly scheduled tour prior to going on sick leave benefits or Workers' Compensation benefits, she shall be paid for the balance of the tour at her regular straight time hourly rate. This provision will not disentitle the nurse to a lieu day under Article 16.05 if she otherwise qualifies.

13.03 Nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.

- 13.04 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement. The Association agrees that it will encourage a nurse to utilize the carrier's medical appeals process, if any, to resolve disputes.
- 13.05 The Home further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- 13.06 During the term of operation of this Collective Agreement, the Homes will meet and consult with the Association with the view to assisting the parties in the next set of negotiations to improve the benefit coverage provided by HOODIP.
- 13.07 For nurses whose regular hours of work are other than the standard work day, the short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply mutatis mutandis.
- 13.08 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 13.09 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one complete pay period may apply to the Home for payment equivalent to the lesser of the benefit she would receive from the Workplace Safety and Insurance Board if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the nurse provides evidence of disability satisfactory to the Home and a written undertaking satisfactory to the Home that any payments will be refunded to the Home following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.
- 13.10
- (a) The Home will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when a nurse goes on LTD.
  - (b) Prior to any nurse returning to work on a Modified Work Program, the Home will notify and meet with the nurse and the applicable ONA Health & Safety Representative and a staff member of the Association to discuss the circumstances surrounding the employee's return to suitable work.
  - (c) When requested by the Employee, the Home agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

**ARTICLE 14 - HOURS OF WORK**

14.01 The following provision designating regular hours on a daily tour and regular daily tours over the nursing schedule determined by the Home shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule.

- (a) The normal daily tour shall be eight (8) consecutive hours in any twenty-four (24) hour period inclusive of a paid one-half ( $\frac{1}{2}$ ) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 15.
- (b) Nurses shall be entitled, subject to the exigencies of resident care, to relief periods during the tour on the basis of fifteen (15) minutes for each half ( $\frac{1}{2}$ ) tour.
- (c) The regular daily tours of duty of a nurse shall average five (5) days per week over the nursing schedule determined by the Home.
- (d) Where a nurse notifies her supervisor that she has been or will be unable to take the normal lunch break due to the requirement of providing resident care, such nurse shall be paid time and one-half ( $1\frac{1}{2}$ ) her regular straight time hourly rate for all time worked in excess of her normal daily hours.
- (e) There shall be a minimum sixteen (16) hours between changes of tour except by mutual agreement.
- (f) A nurse shall not be required to work more than six (6) consecutive days except by mutual consent.
- (g) A nurse shall be scheduled at least two (2) weekends off in four (4).

If a nurse is required to work on a third [3rd] and subsequent consecutive weekend she will receive time and one-half ( $1\frac{1}{2}$ ) for all hours worked on that weekend save and except where:

- i) such weekend has been worked by the nurse to satisfy specific days off requested by the nurse;
  - ii) such nurse has requested weekend work; or
  - iii) such weekend is worked as a result of an exchange of shifts with another nurse.
- (h) Where possible, the Home will schedule at least five (5) consecutive days off at either Christmas or New Year's, unless the nurse requests otherwise. It is expected that nurses will alternate working Christmas and New Year's. Special request for time off during the Christmas and New Year period must be submitted in writing to the Employer no later than October 15<sup>th</sup> of each

year. The working schedule for this period will be posted no later than November 15<sup>th</sup> of each year.

- (i) Requests for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour duty. In any event, it is understood that such a tour of duty, initiated by the nurse and approved by the Home, shall not result in overtime compensation or payment.
- (j) In the event that the Employer intends to change the master schedule, it will first discuss the planned change with the Union. The Employer will give due consideration to the Union's input, but the Employer retains its right to schedule.

14.02 If a nurse is scheduled to work more than six (6) consecutive days, she shall be paid at the premium rate of time and one-half (1½) her regular straight time rate for the seventh [7th] and each successive day scheduled until a day off is scheduled save and except when a nurse requests that she work more than six (6) consecutive days.

#### **ARTICLE 15 - PREMIUM PAYMENT**

15.01 If a nurse is authorized to work in excess of the hours referred to in Article 13.01 (a) or (c), she shall receive overtime premium of one and one-half (1½) times her regular straight time hourly rate.

Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 13.01 (a) and (c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her schedule day off shall receive overtime premium of one and one-half (1½) times her regular straight time hourly rate except on a paid holiday the nurse shall receive two (2) times her or his straight time hourly rate. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

15.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour on the request of a nurse or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two (2) nurses.

15.03 Work scheduled by the Home to which a premium is attached under scheduling regulations contained in the Collective Agreement shall be paid at one and one-half (1½) times the nurse's regular straight time hourly rate or as otherwise provided.

15.04 Where a nurse is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half (1½) her regular straight time hourly

rate as a result of 14.03 above and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) she shall received two (2) times her regular straight time hourly rate for such additional hours worked. Where a nurse is called back from standby and works in excess of the hours of a normal shift on her or his unit, such nurse shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.

- 15.05 A nurse who reports for work as scheduled, unless otherwise notified by the Home, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the Home which she is capable of doing, if her regular duties are not available.
- 15.06 Where a nurse has completed her regularly scheduled tour and left the home and is called in to work outside her regularly scheduled working hours, or where a nurse is called back from standby, she shall receive time and one-half (1½) her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1½) her regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her regularly scheduled shift. In such a case, she will receive time and one-half (1½) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.
- 15.07 A nurse who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour, effective September 7<sup>th</sup> 2016 three dollars and forty five cents (\$3.45 ) per hour, for the period of standby scheduled by the Home. Where such standby duty falls on a paid holiday, the nurse shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour, effective September 7<sup>th</sup>, 2016 five dollars and five cents (\$5.05) per hour. Standby pay shall, however, cease where the nurse is called in to work under Article 14.06 above and works during the period of standby.
- 15.08 In computing a full-time nurse's regular straight time hourly rate under this Collective Agreement such rate shall be established by dividing the product of the nurse's regular monthly salary exclusive of any allowance or premium pay times twelve (12) by the regular average weekly hours times fifty-two (52).
- 15.09 Where a nurse has worked and accumulated approved overtime hours (other than overtime hours relating to paid holidays) such nurse shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate [i.e., where the applicable rate is time and one-half (1½) then time off shall be at time and one-half (1½)]. Where a nurse chooses equivalent time off such time off must be taken or requested and approved no later than November 30<sup>th</sup> of each calendar year or payment in accordance with the former option shall be made. The maximum amount of time off that an employee may accumulate is seventy-five (75) hours per calendar year.
- 15.10 Effective April1, 2012, a nurse shall be paid a shift premium of one dollar and ninety-five cents (\$1.95) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and thirty-five cents (\$2.35) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will

not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. The defined hours of an evening shift shall be 1500 to 2300 hours and night shift shall be 2300 to 0700 hours.

Effective April 1, 2013, a nurse shall be paid a shift premium of two dollars and ten cents (\$2.10) per hour for each hour worked which falls within the hours defined as an evening shift, effective September 7<sup>th</sup>, 2016 two dollars and fifteen cents (\$2.15) per hour, and effective April 1, 2017 two dollars and twenty five cents (\$2.25) per hour, and two dollars and fifty cents (\$2.50) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift, effective September 7<sup>th</sup>, 2016 two dollars and fifty five cents (\$2.55) per hour, and effective April 1, 2017 two dollars and sixty five cents (\$2.65) per hour. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. The defined hours of an evening shift shall be 1500 to 2300 hours and night shift shall be 2300 to 0700 hours.

- 15.11 Schedules will be posted two (2) weeks in advance for a period of four (4) to six (6) weeks. It shall be the responsibility of the nurse to consult posted work schedules. The Home will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse. Where less than forty-eight (48) hours' notice is given personally to the nurse, time and one-half (1½) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first [1st] shift of her new schedule.

Where less than forty-eight (48) hours notice is given personally to the nurse for the cancellation of a shift that was added to her or his schedule, time and one half (1-1/2) the nurse's straight time hourly rate will be paid on the nurse's next shift worked.

This shall not include shifts added to her or his schedule within the same forty-eight (48) hour notice period unless the employer paid such premiums under an existing practice as of March 31, 2004.

- 15.12 When a nurse is required to travel to the home or to return to her home as a result of reporting to or off work between the hours of 2400 - 0600 hours, or at any time while on standby, the Home will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (35¢) per mile [to a maximum of twenty-five dollars (\$25.00)] or such greater amount as the Home may in its discretion determine for each trip between the aforementioned hours. The nurse will provide to the Home satisfactory proof of payment of such taxi fare.

- 15.13 A nurse who works a second [2nd] consecutive full tour shall be entitled to the normal rest periods and meal period for the second [2nd] tour, but shall be provided at the time of the meal period with a hot meal or four dollars (\$4.00) if the Home is unable to provide the hot meal. Other nurses required to work more than two (2) hours overtime the same day they have worked a full tour shall, after the two (2) hours, receive a half (½) hour paid meal period and shall be provided with a hot meal or four dollars (\$4.00) if the Home is unable to provide the hot meal.

- 15.14 Effective April 1, 2012, a nurse shall be paid a weekend premium of two dollars and fifty cents (\$2.50) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, If a nurse, is receiving premium pay under Article 14.03 with

respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

Effective April 1, 2013, a nurse shall be paid a weekend premium of two dollars and sixty-five cents (\$2.65) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, Effective September 7<sup>th</sup>, 2016 the weekend premium will be two dollars and seventy cents (\$2.70) per hour, Effective April 1, 2017, two dollars and eighty cents (\$2.80) per hour. If a nurse, is receiving premium pay under Article 14.03 with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

- 15.15 Where premium (overtime) shifts become available, such shifts shall be offered first to full-time employees on the basis of seniority, then regular part-time employees on the basis of seniority, and then to casual part-time employees on the basis of seniority.

### **ARTICLE 16 - PAID HOLIDAYS**

- 16.01 A nurse who otherwise qualifies under Article 16.02 hereunder shall receive twelve (12) paid holidays as follows:

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

- 16.02 In order to qualify for pay for a holiday, a nurse shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Home or the nurse was absent due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Home;
- (c) the nurse's regular scheduled day off;
- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day. A nurse receiving WSIB benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workers' Compensation Benefits and the holiday pay.



- 16.03 Holiday pay will be computed on the basis of the nurse's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 14.01 (a).
- 16.04 Subject to Article 16.02:
- (a) Where a holiday falls during a nurse's scheduled vacation period, her vacation shall be extended by one (1) day unless the nurse and the Home agree to schedule a different day off with pay.
  - (b) Where a holiday falls on a nurse's scheduled day off an additional day off with pay will be scheduled.
- 16.05 A nurse required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 15.04. In addition, she 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 tour as set out in Article 14.01 (a).
- 16.06 Where a nurse is entitled to a lieu day under Article 16.04 or 16.05 above, such day off must be taken within a period plus or minus thirty (30) days.

#### **ARTICLE 17 – VACATIONS**

- 17.01 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 January 1st of each year shall be entitled to a vacation on the basis of 1.25 days (9.375 hours for nurses whose regular hours of work are other than the standard work day) 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 January 1st of each year shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay (112.5 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
  - (c) Nurses who have completed three (3) or more years of full-time continuous service as of January 1st of each year shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay (150 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
  - (d) Effective April 1, 2012, employees who have completed eleven (11) or more years of full-time continuous service as of January 1<sup>st</sup> of each year shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay (187.5 hours' pay for employee whose regular hours of work are other than

the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (e) Employees who have completed twenty (20) or more years of full-time continuous service as of January 1 of each year, shall be entitled to an annual vacation of (6) weeks with six (6) weeks pay (225 hours pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) Effective April 1, 2012, employees who have completed twenty-five (25) or more years of full-time continuous service as of January 1 of each year, shall be entitled to an annual vacation of seven (7) weeks' with seven (7) weeks' pay (262.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (g) If a nurse works or receives paid leave for less than 1525 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%
7 week entitlement	-	14%

- 17.02 A nurse who leaves the employ of 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.
- 17.03 For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.
- 17.04 Nurses shall indicate their vacation preference by April 1st of each year and the Home shall post the final vacation schedules by May 15th of each year. The working schedule for the period of July 1<sup>st</sup> to September 1<sup>st</sup>, inclusively, shall be posted no later than May 15<sup>th</sup> of each year.
- 17.05 Where there is a conflict between nurses concerning vacation preference, seniority shall prevail provided that the vacation preference was given by April 1st of each year. Employees submitting their vacation preference after April 1st of each year will be treated on a first [1st] come first [1st] serve basis.
- 17.06 (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

- 17.07 A nurse shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon by the nurse concerned and the Home, and any additional time shall not be unreasonably withheld.
- 17.08 On the death of a nurse, the vacation allowance will be paid to the nurse's estate forthwith.
- 17.09 A nurse shall not be permitted to accumulate her vacation from one (1) year to another except with the permission of the Employer.

#### **ARTICLE 18 - HEALTH AND WELFARE BENEFITS**

- 18.01 The Home agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible nurses in the active employ of the Home under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:
- (a) The Home agrees to pay one hundred percent (100%) of the billed premiums towards coverage of eligible nurses in the active employ of the Home under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
  - (b) The Home agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible nurses in the active employ of the Home under the existing Blue Cross Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (Effective March 23, 2016, maximum \$600/person per 36 months. Effective April 1, 2017 maximum \$700/person per 36 months).
- Effective April 1, 2017 Vision care increased to \$450.00 every 24 months with ability to use coverage for laser eye surgery;
- In addition to the above vision care shall include one eye exam per insured person every 24 months.
- Extended Health Care benefits includes chiropractic, massage therapy and physiotherapy (maximum of \$350/insured person annually for each service). Effective April 1, 2013 chiropractic, massage therapy and physiotherapy (maximum of \$400/insured person annually for each service).

- (c) The Home agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of eligible nurses in the active employ of the Home under H.O.O.G.L.I.P. or such other group life insurance plan currently in effect. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the nurse is entitled.

(d) Homes of Ontario Voluntary Life Insurance Plan

The Home also agrees to make the Homes of Ontario Voluntary Life Insurance Plan (HOOVLIP) or equivalent available to the nurses subject to the provisions of HOOVLIP at no cost to the Home.

- (f) The Home agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Home under the Liberty Health Dental #9 Dental Plan (which is comparable to the Blue Cross #9 Dental Plan) or comparable coverage with another carrier; based on the current ODA fee schedule and provide for recall oral examination to be covered once every nine (9) months (adults only); complete and partial dentures at 50/50 co-insurance to \$1000 maximum per person annually; add Blue Cross Rider #4 – (Crowns, bridgework and repairs to same also includes implants) at 50/50 co-insurance to \$1500 maximum (Effective April 1, 2012, increase to \$2000/ year) per person annually; and orthodontics 50/50 co-insurance with \$2000 maximum per insured lifetime providing the balance of the monthly premiums are paid by the employees through payroll deductions.
- (g) For purposes of health and welfare benefits under Article 17.01, dependent coverage is available to the nurse, to cover her or his same sex partner and their dependents, in accordance with the terms and conditions of the plans.
- (h) The Home endeavours to investigate the possibility of allowing employees who retire on or after January 1, 2002 and have not yet reached age 65 and who are in receipt of the Home's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premiums, in advance.

18.02 For newly hired nurses, coverage as set out in Article 17.01 shall be effective the first [1st] billing date in the month following the month in which the nurse was first [1st] employed subject to any enrolment or other requirements of the Plan.

In no instance shall the first [1st] billing date for a nurse occur later than the first [1st] day of the fourth [4th] full month following the month in which the newly-hired nurse was first [1st] employed.

18.03 The Home may substitute another carrier for any of the foregoing plans provided that the levels of benefits conferred thereby are not decreased.

The Home will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

- 18.04 All present nurses enrolled in the Home's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New nurses and nurses employed but not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.
- 18.05 The Home shall continue to pay the premiums for benefit plans, under Articles 17 and 12, for nurses who are on paid leave of absence or WSIB or at any time when salary is received, or as provided in Article 10.04. Such payment shall also continue while a nurse is on sick leave (including the Employment Insurance Period) or on Long Term Disability to a maximum of thirty (30) months from the time the absence commenced. Nurses who are on lay off may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the lay off does not exceed one (1) year.
- 18.06 (a) The Home shall provide each nurse with information booklets outlining all of the current provisions in the benefits plans defined in Article 17.01 to Article 17.06 inclusive and the Sick Leave/LTD Plan defined in Article 12. Upon request, the Home will make the Plans available to the Association for inspection.
- (b) The Home shall notify the Association of the name(s) of the carrier(s) which provide the benefits plans defined in Article 17.01 to Article 17.06 inclusive and the LTD Plan defined in Article 12. The Home shall also provide the Association with a copy of all current information booklets provided to the nurses.
- 18.07 Employment Insurance Rebate
- The short-term sick leave plan shall be registered with the Employment Insurance Commission (EI). The nurses' share of the employer's employment insurance premium reduction will be retained by the Home towards offsetting the cost of the benefit improvements contained in this Agreement.

## **ARTICLE 19 – MISCELLANEOUS**

- 19.01 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Association. The cost of printing the Collective Agreement will be shared equally by the Home and the Local Association.
- 19.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice-versa where the context so requires.
- Where the singular is used, it may also be deemed to mean plural and vice-versa.
- 19.03 It shall be the duty of each nurse to notify the Home promptly of any change in address or any change in temporary residency.  
If a nurse fails to do this, the Home will not be responsible for failure of a notice sent by registered mail to reach such a nurse.
- A nurse shall notify the Home of any change to her telephone number.

- 19.04 The Home will keep the Association advised of changes in rules which affect nurses covered by this Collective Agreement.
- 19.05 The Home shall provide bulletin board space for the use of the Association.
- 19.06 The Home, with the nurse's consent as provided on the incident report, will inform the Association within three (3) days of any nurse who has been assaulted while performing her work.

This information will be provided to the Association in the form of a photocopy of the filled-in incident report.

The Home will consider request for reimbursement for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her work.

19.07 Influenza Vaccine

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

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

- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

## **ARTICLE 20 – COMPENSATION**

### 20.01 CLASSIFICATION - REGISTERED NURSE

	EFFECTIVE APRIL 1, 2013	EFFECTIVE APRIL 1, 2014	EFFECTIVE APRIL 1, 2015	EFFECTIVE APRIL 1, 2016	EFFECTIVE APRIL 1, 2017
START	\$30.17	+1.4% - \$30.59	+ 1.4% - \$31.02	+ 1.4% \$31.45	+ 1.4% + \$0.32 increase \$32.21
1 YEAR	\$30.61	\$31.04	\$31.47	\$31.91	\$32.36
2 YEARS	\$31.12	\$31.56	\$32.00	\$32.45	\$32.90
3 YEARS	\$32.65	\$33.11	\$33.57	\$34.04	\$34.52
4 YEARS	\$34.20	\$34.68	\$35.16	\$35.65	\$36.15
5 YEARS	\$36.12	\$36.63	\$37.14	\$37.66	\$38.19
6 YEARS	\$38.06	\$38.59	\$39.13	\$39.68	\$40.24
7 YEARS	\$40.01	\$40.57	\$41.14	\$41.72	\$42.30
8 YEARS	\$42.85	\$43.45	\$44.06	\$44.68	\$45.31
25 Years	\$43.61	\$44.22	\$44.84	\$45.47	\$46.11

### NURSE WITH A TEMPORARY OR PROVISIONAL CERTIFICATE OF REGISTRATION

<u>April 1, 2014</u>	<u>April 1, 2015</u>	<u>April 1, 2016</u>	<u>April 1, 2017</u>
+ 1.4%	+ 1.4%	+1.4%	+1.4%
\$27.91	\$28.30	\$28.70	\$29.10

- 20.02 A nurse in the employ of the Home who holds a Temporary or Provisional Certificate of Registration as a registered nurse and who obtains her or his Certificate of Registration shall be given the salary of the Registered Nurse as provided in this Article effective the date the nurse presents proof of obtaining her or his Certificate of Registration to the Resident Care Co-ordinator or her or his designate, or to the date of last hire whichever is later.
- 20.03 A nurse is required to present to the Resident Care Coordinator or designate on or before February 15<sup>th</sup> of each year evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within ninety (90) calendar days of the nurse being placed on non-disciplinary suspension by the home will result in the nurse

being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration.

- 20.04 (a) A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that she shall receive no less an increase in salary than the equivalent of one (1) step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which she has been promoted) and she shall retain her service review date for purposes of wage progression. For the purpose of this Article, promotion shall be defined as a move from one classification to another classification with a higher salary grid and shall not include a change of status to Registered Nurse when a nurse who holds a Temporary or Provisional Certificate of Registration obtains her or his Certificate of Registration. A nurse who is moved to a lower rated classification will be placed at the level on the grid, if any, which most closely recognizes her experience level on the other grid.
- (b) When a nurse is assigned by the Home to replace the Resident Care Coordinator, she shall receive a responsibility premium of one dollar and forty cents (\$1.40) per hour. Effective September 7<sup>th</sup>, 2016 one dollar and fifty cents (\$1.50).
- (c) A nurse who holds a Temporary or Provisional Certificate of Registration as a Registered Nurse who obtains a Certificate of Registration shall be placed on the level in the Registered Nurse's salary grid which represents an increase in salary.
- 20.05 (a) Claim for related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The nurse shall co-operate with the Home by providing verification of previous experience so that her related clinical experience may be determined and evaluated during her probationary period. Having established the related clinical experience, the Home will credit a new nurse with one (1) annual service increment for each full year of experience (calculated pursuant to the formula set out in Article 16.03) up to the maximum of the salary grid.
- If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Home. The Home may also give effect to part-time nursing experience in special circumstances.
- (b) Where a casual nurse transfers to full-time, she may make a claim under (a) above at the time of the transfer, provided the transfer occurs within six (6) months of the nurse's date of hire.
- 20.06 Each nurse will be advanced from her present level to the next level set out in the Salary Schedule, twelve (12) months after she was last advanced on her service review date. If a nurse's absence without pay from the Home exceeds thirty (30) continuous calendar days during each twelve (12) month period, her service review



date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

20.07 A part-time nurse whose status is altered to full-time will assume her same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume her same level on the part-time grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of her last advancement.

20.08 (a) 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 Association of such new or changed classification and the rate of pay established. If requested, the Home agrees to meet with the Association 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 Association challenges the rate established by the Home and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 7, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved.

Any change in the rate established by the Home either through meetings with the Association or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first [1st] filled.

(b) If a nurse becomes disabled with the result that she is unable to carry out the regular functions of her position, the Home may establish a special classification and salary with the hope of providing an opportunity for continued employment.

## **ARTICLE 21**

21.01 Unless existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein are specifically retained by this Agreement, they shall be deemed not to continue in effect.

21.02 The provisions of this Collective Agreement will take effect on date of ratification or award.

Notwithstanding the above, all rates for all hours paid for all hours worked by active employees at regular rate will be paid retroactive to April 1st, 2014

## **ARTICLE 22 – DURATION**

22.01 This Agreement shall continue in effect until March 31, 2018 and shall remain in effect from year-to-year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

Dated at Cornwall, Ontario this 31st day of March, 2017.

**FOR THE EMPLOYER**

"Kim Gillet" \_\_\_\_\_

"Scott MacInnes" \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FOR THE UNION**

"Pat Gibson" \_\_\_\_\_  
Labour Relations Officer

"Shelley Kitts" \_\_\_\_\_

"Bailey Leger" \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX 2**

**ARTICLE 8.01**

Names to the Chair of the Professional Responsibility Committee are:

1. Gayle Mackay
2. Jane Harvey
3. Anita Robertson

Dated at Cornwall, Ontario this 31st day of March, 2017.

**FOR THE EMPLOYER**

"Kim Gillet"

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FOR THE UNION**

"Pat Gibson"

Labour Relations Officer

"Shelley Kitts"

"Bailey Leger"

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH'S VILLA**  
[hereinafter referred to as the "Employer"]

And:

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Union"]

Re: CMI/RAI

The Employer agrees to provide a copy of the annual CMI report to the Union and will meet with the Union to discuss the report.

Dated at Cornwall, Ontario this 31st day of March, 2017.

**FOR THE EMPLOYER**

"Kim Gillet"

"Scott MacInnes"

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FOR THE UNION**

"Pat Gibson"  
Labour Relations Officer

"Shelley Kitts"

"Bailey Leger"

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH'S VILLA**  
[hereinafter referred to as the "Employer"]

And:

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Union"]

Re: Job Share

**Job Sharing Agreement**

We, \_\_\_\_\_ and \_\_\_\_\_ agree to the following conditions:

1. The position involved in a job sharing agreement will be maintained as a full-time position in the Employer staffing complement.
2. In the event that a full-time employee, the Employer and the Union agree to a job sharing arrangement, the other half of the job share shall be posted and assigned to the most senior qualified applicant.
3. a) The job sharers shall cover each other's short term absences including vacation and illnesses, if possible. The Nurse Manager or her delegate must be notified if the partner is unable to cover. A job sharer is not required to cover for her partner in the case of prolonged or extended absences.  
  
b) In the event that one member of the job sharing agreement goes on a long term leave of absence, such temporary vacancy will be filled in accordance with the Collective Agreement.
4. Job sharers shall be classified as part-time employees subject to the applicable percentage in lieu of benefits clause.
5. Any additional shifts which become available will first be offered to regular part-time employees before being offered to the job sharers.
6. Should either of the job sharers decide to join the pension plan, subject to its terms, the percentage in lieu will be further reduced in accordance with the Collective Agreement.
7. The full-time job sharer will be paid all vacation owing upon transfer to a part-time status. Upon return to a full-time position, the former job sharer will start accumulating vacation from that date.
8. If the part-time job sharer resigns or wishes to terminate her job sharing arrangement for any

reason, the full-time job sharer shall return a full-time rotation unless a suitable replacement partner can be found. If the full-time job sharer resigns, the full-time position shall be filled in accordance with the job-posting procedure of the Collective Agreement.

9. The Employer or either party of the job sharing arrangement may cancel the job sharing arrangement upon at least six (6) weeks written notice.

10. Any transfer between full-time to part-time or vice versa will be done in accordance with Article 10.01 of the Collective Agreement.

Employee #1 (full-time) \_\_\_\_\_

Employee #2 (part-time) \_\_\_\_\_

Employer \_\_\_\_\_

Union \_\_\_\_\_

Dated at Cornwall, Ontario this 31st day of March, 2017.

**FOR THE EMPLOYER**

**FOR THE UNION**

"Kim Gillet"

"Pat Gibson"  
Labour Relations Officer

"Scott MacInnes"

"Shelley Kitts"

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"Bailey Leger"

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



ONA LOCAL SECTION LOCALE DE L'AIIO	EMPLOYER EMPLOYEUR	STEP ETAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION A L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. NO DU GRIEF	2.	
		3.	
<b>NATURE OF GRIEVANCE AND DATE OF OCCURENCE/NATURE DU GRIEF ET DATE DE L'EVENEMENT</b>			
<b>SETTLEMENT REQUESTED/REGLEMENT DEMANDE</b>			
SIGNATURE OF GRIEVOR: SIGNATURE DU LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIIO	
STEP ONE PREMIERE ETAPE	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	▶	fffff
STEP TWO DEUXIEME ETAPE	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	▶	fff
STEP THREE TROISIEME ETAPE	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	▶	fffff
ON-09 REV.01/2000		DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE	