

**COLLECTIVE AGREEMENT**

Between:

**ST. PATRICK'S HOME OF OTTAWA**  
(Hereinafter referred to as the "Employer")

And:

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

**Expiry Date: March 31, 2020**

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## **ARTICLE 1 – GENERAL PURPOSE**

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned, to provide for the prompt disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Association as the sole and exclusive bargaining agent of all registered and graduate nurses employed in a nursing capacity by St. Patrick's Home of Ottawa Inc. save and except the Vice President, Nursing (V.P. Nursing) and the Assistant Vice President, Nursing (A.V.P. Nursing) and persons above the rank of Assistant Vice President.
- 2.02 The word "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined above.
- 2.03 Where the feminine pronoun is used herein, it shall mean to include the masculine pronoun where the context so provides.
- 2.04 "Supervisor" or "Immediate Supervisor", when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.
- 2.05 A full-time employee is an employee hired to work the full normal work schedule of 75 hours bi-weekly.
- 2.06 A regular part-time employee is an employee working on a regular basis less than the normal work schedule of 75 hours bi-weekly.
- 2.07 A nurse who holds a Temporary Certificate of Registration must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration. If the nurse fails to obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration, she/he will be deemed to be not qualified for the position of registered nurse and she/he will be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration.
- A relief or casual part-time employee is an employee hired to work on a relief or call-in basis where a regularly scheduled employee is absent. Similarly, a relief or casual shift is a shift to replace a regularly scheduled employee who is absent.
- 2.08 A Registered Nurse is defined as a person who holds a Certificate of Competence from the College of Nurses of Ontario, in accordance with the *Regulated Health Professions Act*, and *the Nursing Act*.

## **ARTICLE 3 – RELATIONSHIP**

- 3.01 The Employer and the Association agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practised by either of them or their representatives or members because of an employee's

membership or non-membership in the Association or because of her activity or lack of activity in the Association.

- 3.02 The Association further agrees that there will be no solicitation for membership, collection of dues, or other Association activities on the premises of the Employer during working hours, except as specifically permitted by this Agreement or in writing by the Employer.
- 3.03 No member of the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or her representatives which may conflict with the terms of this Collective Agreement. Any such agreement shall be null and void.
- 3.04 The parties agree that there shall be no discrimination against any employee by reason of the employee's age, race, creed, colour, national origin, religion, sex, sexual orientation, marital status or physical disability.
- 3.05 The Employer agrees that an officer of the Association may interview each newly hired employee during regular working hours and further agrees to designate a time and place for such interview. Such interview shall take place on the premises of the Home normally during the orientation program provided by the Employer and within the employee's probationary period and shall not exceed fifteen (15) minutes in duration.
- 3.06 All correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass between the Chief Executive Officer/President of the Home or to his/her designate and the Bargaining Unit President or his/her designate.
- 3.07 The Employer, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Association as soon as possible.
- The Employer 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.
- 3.08 Provided a nurse has followed reasonable policies or procedures issued by the Home to protect the Home's entitlement to investigate and address any allegation of wrongdoing, a nurse will not be subject to discipline or reprisal for the reasonable exercise of her professional obligations, including those related to patient advocacy.
- 3.09 The Home will notify the nurse when it reports her or him to the College of Nurses of Ontario, and refer them to the Union as a resource.
- 3.10 The Union and Employer agree to abide by the Human Rights Code.

#### **ARTICLE 4 – WORK OF THE BARGAINING UNIT**

- 4.01 (a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit that would result in a lay off of employees in the bargaining unit.

- (b) The Employer agrees to employ sufficient registered staff to provide at least the minimum number of daily nursing care hours to its residents as may be set from time to time by provincial regulatory authority. In the event that there is insufficient staffing to meet this undertaking the Employer will post vacancies so that any un-met care undertakings will be satisfied.
  - (c) The Employer shall upon entry into any Service Agreement with the Ministry of Health provide the Union with a copy of this Service Agreement, and any other document posted in the Home that is requested by the Union shall not be unreasonably withheld by the employer.
- 4.02
- (a) Absent a material reduction in beds, occupancy levels or funding, the Employer will maintain at least the equivalent bargaining unit RN staffing hours each week that was in effect the last week of the expired collective agreement which is 352.5 hours. If there is a significant reduction in beds, occupancy levels or funding, any reduction in the RN staffing hours shall be no greater than necessary to offset the funding reduction.
  - (b) The assignment of resident care duties, including the delegation or direction of duties by members of the bargaining unit to other health care providers, shall be in accordance with the *Regulated Health Professions Act* and related statutes and regulations and in accordance with the guidelines established by the College of Nurses of Ontario from time to time, and any Employer policy related thereto shall meet those requirements.

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

- 5.01 There shall be no strikes or lockouts so long as this Collective Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the *Ontario Labour Relations Act*.

#### **ARTICLE 6 – MANAGEMENT RIGHTS**

- 6.01 The Association recognizes that the management of the Home 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 provisions of the Agreement and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;

- (d) manage the operation of the Home, and to determine the number of personnel required, methods, procedures and equipment required in the operation of the Home;
- (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.

6.02 The Employer will exercise these rights in a manner consistent with the Collective Agreement and apply the provisions of the Collective Agreement in a reasonable manner.

## **ARTICLE 7 – ASSOCIATION SECURITY**

7.01 The Employer shall deduct, in the first payroll period in each month, from the earnings of all employees in the bargaining unit, a sum equal to the monthly union dues for each employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings within that month. The deduction period for an employee may be extended where the employee does not receive pay in a particular month.

7.02 In the case of a newly-hired employee such deduction shall commence in the first pay period immediately following her date of hire.

7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Provincial Secretary Treasurer of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified. The Union shall provide the Employer with reasonable notice of change in Union dues.

7.04 The total amount deducted pursuant to Article 7.02 above shall be remitted monthly to the Union no later than the 15th of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees and the amounts deducted in an electronic format in accordance with this Article.

The list shall also include the name, classification, employee status, location, and social insurance number provided the member agreed to disclosure, of each employee from whom deductions were made in the preceding month. The Employer will also provide a listing of all terminations, newly-hired employees, employees on leaves of absences, paid or unpaid, and any employees who have not paid the full amount of dues.

The Employer will also identify the dues month, name of the bargaining unit and payroll contact information.

## **ARTICLE 8 – ASSOCIATION REPRESENTATION**

8.01 Negotiating Committee

- (a) A Negotiating Committee of the Association will consist of (2) two employees, preferably one full-time and one part-time elected by the

Bargaining Unit. The Association will advise the Employer of the names of such committee members and the effective date of appointment. Any changes in the executive shall be reported, in writing, to the Employer within thirty (30) days.

- (b) The Employer agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations up to but not including Arbitration to a maximum of 7.5 hours per day.
- (c) The purpose of this committee shall be to negotiate issues in the renewal of agreements with the Employer. Nurses on the Negotiating Committee shall have their schedule arranged on the evening or night shift of the actual negotiating day if scheduled to work these shifts.

#### 8.02 Grievance Committee

It is agreed that the Association may appoint two (2) nurses to be its representatives on the Grievance Committee. The representatives shall not leave their regular duties in connection with the servicing of a grievance hereunder until the representative has first secured permission from her immediate supervisor. Such permission shall not be unreasonably withheld. The employee shall state her destination to her immediate supervisor and shall report again to her immediate supervisor at the time of her return to work. The representatives shall suffer no loss of pay while involved in the grievance procedure during their normal working hours. The Association will advise the Employer of the names of such committee members and the effective dates of the appointments.

#### 8.03 Association/Management Committee

An Association/Management Committee shall be established consisting of two (2) nurse representatives of the Bargaining Unit and two (2) representatives of the Employer. The representatives shall suffer no loss of pay while attending meetings of the Association/Management Committee during their regular scheduled hours of work. Where possible, agenda items will be exchanged in writing at least five (5) calendar days in advance.

The function of the Committee shall be to promote and to provide effective and meaningful communication of information and ideas and to make recommendations on matters of mutual concern. The Employer will provide, upon request, information on workload measurement systems if used by the Employer, and evaluations completed of such systems. Matters may be referred to the Committee by the Association and the Employer.

8.04 Where a nurse is required to attend a committee meeting with the Employer outside of regularly scheduled hours, she or he will be paid for all hours spent in attendance at meetings at her or his regular straight time hourly rate.

8.05 In the event that the Home is contemplating participating in a government initiative which will materially impact the Bargaining Unit members, the Home will meet with the union in advance of participating in the initiative.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

9.01 A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Agreement.

9.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor an opportunity to adjust her complaint. If an employee has a complaint, she shall discuss it with her immediate supervisor within nine (9) working days after the circumstances giving rise to the complaint have originated or occurred and, failing settlement, it may then be taken up as a grievance, as defined above, within nine (9) working days following receipt of the immediate supervisor's decision in the following manner and sequence:

### **Step No. 1**

If further action is to be taken, then within nine (9) working days of the discussion, the employee, who may request the assistance of her employee representative, shall submit the written grievance to the V.P. Nursing or designate. A meeting will be held between the parties within nine (9) working days. The V.P. Nursing or designate shall give a written decision within nine (9) working days of the meeting to the Bargaining Unit President or her designate with a copy to the Labour Relations Officer.

### **Step No. 2**

The employee, together with her representative, may present her alleged grievance in writing to the President and Chief Executive Officer or designate. A meeting will be held within nine (9) working days between the President and Chief Executive Officer or her designate and the grievor and a representative of the Association unless extended by agreement of the parties. An advisor to the Association may be present at the request of the Association. The decision of the President and Chief Executive Officer or designate shall be delivered in writing within fourteen (14) working days.

It is understood that the President and Chief Executive Officer or designate shall have such counsel and assistance as she may desire at such meeting with the Association.

Within 9 calendar days following the decision under Step No. 2, the grievance may be submitted to a Grievance Mediation Officer, who will attempt to mediate a settlement of the grievance. Upon being advised that the Grievance Mediation Officer has been unable to effect a settlement of the grievance, then the grievance may be submitted to arbitration as provided herein.

Where it is mutually agreed by the parties that the service of a Mediation Officer is retained, the cost shall be shared by the parties. Where there is no such agreement the cost shall be paid by the party requesting the service.

9.03 Failing a settlement under Step No. 2 of any difference 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 difference may be taken to arbitration as provided in Article 10 and, if no written



request for arbitration is received within ten (10) full working days after the decision in Step No. 2 is given, it shall be deemed to have been settled.

9.04 Policy Grievance

Any complaint or grievance arising directly between the Employer and the Association concerning interpretation, application or alleged violation of this agreement, shall be originated under Step No. 2 within ten (10) working days after the circumstances giving rise to the complaint have originated or occurred. The grievance must be in writing and must be signed by the President or her designate. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the regular Grievance Procedures shall not be thereby by-passed.

9.05 A claim by an employee who has completed her probationary period that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step No. 2 within five (5) working days after the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Employer's action in dismissing the employee;
- (b) reinstating the employee without loss of seniority and with full compensation for time lost; or
- (c) by any other arrangement which may be deemed just by the conferring parties.

9.06 No adjustment effected under the Grievance Procedure shall be made retroactive prior to the date the grievance was formally discussed or presented to the Employer under the Grievance Procedure save and except bookkeeping errors involving pay.

9.07 In all steps of the Grievance Procedure, where no written answer has been given within the time specified, the employee(s) concerned, the Association or the Employer, as the case may be, shall be entitled to submit the grievance to the next step of the Grievance Procedure.

9.08 At the time discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by the employee's Association Representative.

**ARTICLE 10 – ARBITRATION**

10.01 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration. Such notice shall contain the names of three (3) arbitrators for consideration. If none of the suggestions is agreed, the other party shall

provide the names of 3 arbitrators and so forth until there is an agreement. If after 10 business days from the notice to arbitrate the Parties fail to agree upon a Chairperson, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

Once appointed the sole arbitrator shall have the power to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 10.03.

- (b) Notwithstanding (a), the Parties may agree to a Board of Arbitration rather than a sole arbitrator. In such case, the notice to arbitrate shall contain the name of the first party's appointee to an Arbitration Board and the recipient of the notice, within ten (10) business days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) business days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

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

Once appointed the Arbitration Board shall have the power to mediate/arbitrate the grievance, including the power to impose a settlement and to limit evidence and submissions.

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

The time prior to referral to arbitration may be utilized by the Union and/or the Employer to discuss and/or initiate a dispute resolution mechanism other than a three person Board of Arbitration. If agreed, a sole arbitrator may replace a three person Board of Arbitration where the grievances concern is but not limited to:

- (a) a job posting
- (b) a short term layoff
- (c) responsibility pay, premiums, overtime and call-in pay
- (d) entitlement to leave
- (e) scheduling issues
- (f) any other issues

All references to an Arbitration Board shall be taken to include a sole arbitrator.

- 10.04 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.

- 10.05 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority or, where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.

- 10.06 Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chairperson of the Arbitration Board.
- 10.07 The time limits fixed in both the Grievance and Arbitration Procedure may be extended by mutual agreement of the parties. Working days shall mean Monday to Friday exclusive of statutory holidays.
- 10.08 Where both parties agree, a single arbitrator may be substituted for a Board of Arbitration. His appointment and jurisdiction shall conform to the provisions of this Article.

## **ARTICLE 11 – PROFESSIONAL RESPONSIBILITY**

### 11.01 Professional Responsibility

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

- (a) i) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
- ii) Failing resolution within the unit/program at the time of the occurrence, the nurse will discuss the issue with the V.P. Nursing or designate on the next day that the Manager and nurse are working.
- When meeting with the manager, the nurse(s) may request the assistance of a Union representative to support/assist her/him at the meeting.
- iii) Every effort will be made to resolve workload issues at the unit level. A Union representative shall be involved in any resolution discussions at the unit level. The discussions and actions will be documented.
- iv) Complain in writing on the Professional Responsibility Complaint Form, Appendix “D”, to the Association/Management Committee within twenty (20) calendar days of the alleged improper assignment. The Chairperson of the Association/Management Committee shall convene a meeting of the Committee within fifteen (15) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties and report the outcomes to the parties.
- v) Prior to the complaint being forwarded to the Independent Assessment Committee, the Association may forward a written report outlining the complaint and recommendations to the VP Nursing.

- vi) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Association/Management Committee, the complaint shall be forwarded to an independent assessment committee, composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Home and one (1) chosen from a panel of four (4) independent registered nurses who are well respected within the profession. The member of the committee chosen from the panel of independent registered nurses shall act as chairperson.

If one of the parties fails to appoint its nominee within a period of forty-five (45) calendar days of giving notice to proceed to the Independent Assessment Committee, the process will proceed. This will not preclude either party from appointing their nominee prior to the commencement of the Independent Assessment Committee hearing.

- vii) 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 under the circumstances. The Assessment Committee shall report its findings in writing, to the parties within forty-five (45) calendar days following completion of its hearing.
- viii) The Chief Nursing Executive, Bargaining Unit President and the Home-Association Committee will jointly review the recommendations of the Independent Assessment Committee and develop an implementation plan for mutually agreed changes.

- (b) i) The list of Assessment Committee Chairpersons is attached as Appendix "B" and forms part of this agreement.

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

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

## **ARTICLE 12 – PROFESSIONAL DEVELOPMENT**

### **12.01 Orientation/Inservice/Professional Development**

An orientation and in-service program will be provided to all employees. These programs shall be reviewed and discussed from time to time by members of the Association/Management Committee.

Before assigning a newly hired nurse in charge of a unit, the employer will first provide orientation both to the facility and to the unit. It is understood that such

nurse shall be assigned to any tour as part of the nurse's orientation program, providing such assignment is in accordance with any scheduling regulations contained in the collective agreement.

The following minimums shall be observed in the orientation of newly-hired employees:

- (a) she is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home on all three (3) shifts.
- (b) The period of orientation shall be a minimum of four (4) days. The Employer will not reasonably deny requests for additional orientation.
- (c) She shall be scheduled as an additional employee to the usual staffing pattern.

12.02 When a nurse is on duty and authorized to attend any in-service program within the Home and during her or his regularly scheduled working hours the nurse shall suffer no loss of regular pay. When a nurse is required by the Home to attend courses outside of her or his regularly scheduled working hours, the nurse shall be paid for all time spent in attendance on such courses at her or his regular straight time hourly rate of pay.

12.03 A nurse selected by the College of Nurses of Ontario to write the Quality Practice Exam shall not suffer any loss of earnings from his or her regular scheduled working hours.

The period of the leave may include the night shift prior to and any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

12.04 Each full-time nurse shall be entitled to one (1) paid professional development day per calendar year. The nurse shall provide the Home upon request with a description of the subject matter and as much notice as is practicable in order to ensure that replacement staff is provided.

12.05 The Home will meet with the Union to discuss any remediation or continuing education required by the College of Nurses of Ontario (CNO) to re-establish eligibility for clinical practice following a nurse's return from an approved absence.

### **ARTICLE 13 – SENIORITY**

13.01 (a) All full-time employees shall serve a probationary period of fifty (50) shifts worked from date of last hire. The discharge of a probationary employee shall not be subject to the grievance procedure.

(b) All part-time employees shall serve a probationary period of forty-five (45) shifts worked from date of last hire. The discharge of a probationary employee shall not be subject to the grievance procedure. If retained after the probationary period, seniority shall accrue based on hours worked. One year of service will equate to 1500 hours worked.

- 13.02 Seniority is defined as the length of service in the bargaining unit and shall include all service with the Employer since date of last hire. A seniority list shall be established for all full-time and part-time employees covered by this Agreement who have completed their probationary period. For full-time nurses, seniority on such lists will be expressed in terms of years and months. For part-time nurses, seniority on such lists will be expressed in terms of total hours paid. A seniority list of employees covered by this collective agreement shall be posted in February and August of each year. Two (2) copies of such list shall be provided to the Bargaining Unit President.
- 13.03 Seniority rights and an employee's employment 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 and arbitration procedure;
  - (c) is laid off for a period of more than twenty-four (24) months;
  - (d) is absent from work without permission for three (3) consecutive working days unless a satisfactory reason is given by the employee;
  - (e) fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted, unless prior approval has been obtained, or a satisfactory reason is given by the employee;
  - (f) fails to return to work within ten (10) calendar days after being recalled from lay-off by notice sent by registered mail to the last known address according to the records of the Home, unless a satisfactory explanation is given by the employee;
  - (g) is absent from work due to disability, which absence continues more than twelve (12) months and which period is extended automatically for another twelve (12) months, unless mutually agreed otherwise.
  - (h) accepts gainful employment while on a leave of absence, without first obtaining the consent of the Employer and Association in writing. Consent will not be unreasonably withheld.
- 13.04 It shall be the duty of the employee to notify the employer promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such employee.
- 13.05 Seniority Accumulation During Leave of Absence
- Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- (a) when on approved leave of absence with pay;
  - (b) when in receipt of illness allowance;

- (c) when in receipt of WSIB (for up to twenty-four (24) months) as the result of injury or illness incurred while in the employment of the Employer;
- (d) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
- (e) when on pregnancy or parental leave as per *Employment Standards Act*.

13.06 Promotion and Transfer

In all cases of transfer or promotion, the following factors shall be considered:

- (a) skill, ability, qualifications;
- (b) seniority.

When the factors in (a) are relatively equal, (b) shall govern. However, if senior applicants are refused a position, they will be given written reasons for such refusal.

13.07 If an employee agrees to be transferred to a position outside the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the unit, for a period of one year but shall not accumulate any further seniority. If an employee is returned to the bargaining unit, she shall be placed in a job consistent with her classification.

- 13.08
- (a) In the case of all permanent vacancies or new positions in the bargaining unit (excluding temporary vacancies), the employer will post such vacancies and new positions for a period of seven (7) days so that interested employees may apply. The job posting notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift (if applicable).
  - (b) The successful candidate will be given a trial period not exceeding forty (40) shifts three hundred (300) hours in the new position. Should the employee fulfil the requirements of the new position to the satisfaction of the Employer, she shall be declared permanent in the new position. If the employee fails to meet the requirements of the new position or if the employee requests to be returned to her former position at any time before she is declared permanent in the new position, she shall be returned to her position and wage rate.
  - (c) Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on a bulletin board so designated for such purpose.
  - (d) The position of an employee appointed to fill a permanent vacancy described in (a) above would remain as a temporary vacancy until the successful candidate for the first vacant position has been declared permanent in her new position as described in (b) above. The temporary vacancy then becomes a permanent vacancy and (a), (b) and (c) would then apply.

- 13.09 For purpose of application of seniority under this Agreement but not for purposes of service, benefits or pay (save as expressly provided in this Agreement):
- (a) An employee whose status is changed from part-time to full-time will receive a seniority position on the basis of 1500 hours worked equals one (1) year.
  - (b) An employee whose status is changed from full-time to part-time shall transfer her full seniority to the part-time position and will continue to accumulate seniority in accordance with Article 13.01(b) of this Agreement.
- 13.10 An employee may make a written request indicating her interest in working elsewhere in the Home and her application shall be considered when a permanent vacancy occurs. The request will be valid for a period of six (6) months.

#### **ARTICLE 14 – LAY-OFF AND RECALL**

- 14.01 In the event of a proposed layoff at the Home of a long term nature affecting full-time and/or part-time nurses, the Home shall:
- (a) provide the Union with no less than ninety (90) days written notice of such layoff and sixty (60) days to the individuals who will be subject to layoff; and
  - (b) meet with the Association to review the following:
    - i) the reasons causing layoff;
    - ii) the service which the Home will undertake after the layoff;
    - iii) the method of implementation including the areas of cut-back and the nurses to be laid off.

A long term layoff shall be defined as a layoff of five (5) or more weeks.

- 14.02 In the event of a proposed temporary layoff at the Home, a bed cutback or a cutback in service, the Home shall provide the Union with reasonable notice. If requested, the Home shall meet with the Association to review the effect on nurses in the bargaining unit.
- 14.03 Any agreement between the Home and the Union resulting from the review above concerning the method of implementation will take precedence over the terms of this Article.
- 14.04 Layoff and Recall

For full-time nurses, lay-off shall mean the discontinuation of a full-time position due to lack of work or reduction or discontinuation of a service or services.

For regular part-time nurses, lay-off shall mean the discontinuation of a part-time position due to lack of work or reduction or discontinuation of a service or services.

For the purposes of this article, the parties agree that full-time and part-time recall rights are separate.



- (a) A layoff of full-time and/or part-time nurses shall be made on the basis of seniority, provided that the nurses who remain are qualified to perform the available work. Casual part-time nurses shall not be utilized while full-time or regular part-time nurses remain on layoff. If no full-time or part-time nurses on lay-off expressed interest in being utilized, then work shall be offered to casual part-time nurses.

A nurse who has been notified of an impending layoff may:

- i) accept the layoff; or
  - ii) exercise the right to bump or displace another nurse who has lesser bargaining unit seniority.
- (b) Where a vacancy occurs in a position following a layoff hereunder as a result of which a full-time or part-time nurse had been transferred to another position, the nurse who was in the position prior to the lay-off will be offered the opportunity to return to her/his former position providing such vacancy occurs within six (6) months of the date of layoff. Where the nurse returns to her/his former position, there shall be no obligation to consider the vacancy under Article 13.08. Where the nurse refuses the opportunity to return to her/his former position, she/he shall advise the Home in writing.
- (c) No new nurses shall be hired until all those nurses laid off have been given an opportunity to return to work.
- (d) Full-time nurses on layoff shall be offered any temporary full-time vacancies in the bargaining unit in order of seniority. Regular part-time nurses on layoff shall be offered any part-time temporary vacancies in order of seniority. A nurse who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. Where temporary full-time vacancies are not filled by laid off full-time nurses, it will be offered to laid off part-time nurses in order of seniority and vice versa.

A full-time nurse shall maintain her full-time status when accepting or refusing occasional or incidental shifts.

#### 14.05

If the Union attempts to establish a Regional Registry:

- (a) At the time of layoff, a nurse may write to her regional registry, with a copy to her employer, advising of her desire to be placed on that registry list.
- (b) Such laid off nurse must forward her personal telephone number and resume to the regional registry.
- (c) An employer who intends to hire a nurse shall, subsequent to completing the internal job posting procedure, reference the Regional Registry and undertakes to offer to interview at least one of the nurses contained therein. It is understood and agreed that the employer is under no obligation to hire any nurses so interviewed.

**ARTICLE 15 – HOURS OF WORK**

- 15.01 (a) The standard work week shall consist of an average of thirty-seven and one-half (37½) hours per week over the period scheduled by the Employer provided, however, that this does not constitute a guarantee as to hours of work per day or as to days of work per week or as a guarantee of working schedules. The normal tour shall be composed of seven and a half (7½) consecutive hours exclusive of a meal period. There will be one half (½) hour unpaid meal period scheduled during each nurse's shift.
- (b) The Employer agrees to consider the needs of both the staff and the residents in setting shift schedules.
- (c) Employees required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment, providing it is approved by a manager.
- 15.02 (a) Authorized work performed in excess of seven and one-half (7½) hours per day or over the averaged thirty-seven and one-half (37½) hour week shall be paid for at the overtime rate outlined in 15.02 (b) below.
- (b) The overtime rate shall be time and one-half (1½) the employee's straight time hourly rate.
- (c) A full time nurse who is required to work on her scheduled 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 straight time hourly rate.
- 15.03 Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.
- 15.04 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked. Time off at time and one-half may be granted at a mutually agreeable time in lieu of overtime payment.
- 15.05 The Employer agrees to grant a fifteen (15) minute rest period during each half shift at a time to be designated by the immediate supervisor.
- 15.06 It is understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa.
- 15.07 (a) An employee who reports for work on her regularly scheduled shift and for whom regular work is not available shall be provided with four (4) hours work in any area of the Home.
- (b) In the event an employee with greater seniority was not called in for an available shift, he/she shall be offered a shift of their choice to be worked during the four (4) week period following the date the original shift was filled.

15.08 An employee required to work three or more hours overtime following the completion of her regular shift shall be provided with a meal or an allowance of five dollars (\$5.00) by the Employer.

15.09 Individual Special Circumstances

The Employer and the Association agree to implement individual special circumstance schedules pursuant to Article 13.05 of the collective agreement. The Employer and the Association agree that the intention of creating this type of schedule is primarily to aid in the retention of staff nearing retirement who might extend their career with the Home if their full time hours were reduced. The following conditions will apply:

- (a) The positions will be granted on the approval of the V.P. Nursing or designate.
- (b) The Association and the Home agree that the additional hours of work created by these positions will be applied to the part time hours of the unit or will be posted as term positions.
- (c) In the event that the Registered Nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately.
- (d) It is agreed that Registered Nurses in these positions are not entitled to declare their availability for extra available work.
- (e) It is agreed that the hours being reduced from a nurse's schedule shall not be reduced from hours allocated to the weekend.
- (f) Registered Nurses in these positions will discuss any change in circumstance with their V.P. Nursing or designate on a yearly basis.
- (g) The benefits and vacation for these positions shall be according to the schedule below.

	<u>OPTION "A"</u>	<u>OPTION "B"</u>
BI-WEEKLY HOURS: (AVERAGED OVER 6 WEEK SCHEDULE)	.8 FTE  60 HOURS	.9 FTE  67.5 HOURS
DENTAL/MEDICAL/ SEMI-PRIVATE	As per Collective Agreement (Articles 24.02 and 24.03)	
PENSION:	Based on normal 37.5 hour per week pension contributions	
PAID HOLIDAYS:	90 hours (12 paid holidays @ 7.5 hrs.)	
VACATION:	Based on budgeted .8 FTE i.e. 4 wk entitlement = 16 days	Based on budgeted .9 FTE i.e. 4 wk entitlement = 18 days
GROUP LIFE:	Based on budgeted .8 FTE	Based on budgeted .9 FTE
SICK LEAVE:	Based on budgeted .8 FTE	Based on budgeted .9 FTE
LONG TERM DISABILITY:	Based on budgeted .8 FTE	Based on budgeted .9 FTE
ANNIVERSARY INCREASE:	Remains on established date	

### **ARTICLE 16 – SCHEDULING**

- 16.01 (a) i) The Employer agrees that every full-time employee shall have every second weekend scheduled off.
- ii) The Employer agrees that every part-time employee shall have every second weekend scheduled off if they so desire.
- iii) If a nurse is required to work a second consecutive and subsequent weekend, she will receive premium payment of time and one half (1½) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:
- A) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;
- B) such nurse has requested weekend work; or
- C) such weekend was worked as a result of an exchange with another nurse.
- (b) Employees will not be required to work more than seven (7) consecutive days.

- (c) There shall be no split shifts without the consent of the employee.
- (d) There shall be a minimum of sixteen (16) hours between shifts (exclusive of overtime) unless otherwise mutually agreed.

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

- (e) Schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period while the normal schedule shall not be changed unless mutually agreed otherwise. If it is necessary to change a posted schedule, the Employer will endeavour to give the employee affected by the change as much notice as possible. If the Employer fails to give forty-eight (48) hour notice of the change, the employee shall receive time and one-half the employee's regular straight time hourly rate for all hours worked on the first shift of the new schedule.

- 16.02 Additional shifts shall be offered to regular part-time nurses on the basis of seniority and where no regular part-time nurse is willing to perform the available work, it shall be offered to casual part-time nurses on the basis of seniority. Such requirement may be waived if it results in overtime.
- 16.03 A nurse who wishes to change her posted schedule shall submit the request in writing for the approval of her immediate supervisor, a request for the change co-signed by the nurse willing to exchange with her. If circumstances prevent written requests, verbal approval of the immediate supervisor must be obtained prior to the exchanging. It is understood that such request will not be unreasonably denied.
- 16.04 Where possible, the Home will schedule at least four (4) consecutive days off at either Christmas or New Year's. Time off at Christmas will include December 24, 25, and 26 and time off at New Year's will include December 31, January 1 and 2 unless the nurse requests otherwise. It is expected that nurses will alternate working Christmas and New Year's from year to year. Special requests for time off during the Christmas and New Year's period must be submitted in writing to the Employer no later than November 1<sup>st</sup> of each year. The working schedule for this period will be posted no later than December 1<sup>st</sup>.

## **ARTICLE 17 – HOLIDAYS**

- 17.01 The following shall be recognized as holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	November 11
Victoria Day	Christmas Day
Canada Day	Boxing Day

- 17.02 In order to qualify for holiday pay, the employee must work the employee's full scheduled shifts immediately preceding and immediately following the holiday, unless the employee is absent due to illness on one of these shifts only.

- 17.03 A full-time nurse required to work on any foregoing holidays shall be paid at the rate of time and one-half (1 ½) the nurse's regular straight time hourly rate of pay for all hours worked on such holidays. In addition, the nurse will receive a lieu day off with pay in the amount of her or his regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 15.01 (a).
- 17.04 If a regular part-time nurse works on any of the holidays listed in Article 17.01 of this Agreement, she or he shall be paid at the rate of time and one-half (1½) her or his regular straight time hourly rate for all hours worked on such holiday.
- 17.05 Nurses who are required to work overtime on the day of observance of any of the above named holidays shall be paid at the rate of double time (2x) the straight hourly rate, for the overtime hours only.
- 17.06 When a holiday to which an employee is entitled falls on a full time employee's day off or during her vacation period, she shall be granted another day off with pay on a mutually agreeable date.
- 17.07 A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls on the holiday shall be deemed to be work performed on the holiday for the full period of the shift.
- 17.08 Time granted in lieu of work performed on a holiday shall be scheduled 90 days after the paid holiday, at a mutually agreeable time. If an employee refuses to provide such a date, it will be scheduled by the employer.

## **ARTICLE 18 – VACATIONS**

- 18.01 (a) All full-time nurses shall be granted vacation with pay as follows:
- i) Less than one (1) year of employment  
- 1.25 days per month of employment;
  - ii) One (1) or more years, but less than three (3) years of employment  
- three (3) weeks;
  - iii) Effective April 1, 2019, three (3) or more years, but less than eleven (11) years of employment - four (4) weeks.
  - iv) Effective April 1, 2019, eleven (11) or more years of employment but less twenty (20) years - five (5) weeks.
  - v) Twenty (20) or more years of employment but less than twenty-five (25) - six (6) weeks;
  - vi) Twenty-five (25) or more years of employment - seven (7) weeks;
  - vii) 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 on the following basis:
    - 3 week entitlement - 6%
    - 4 week entitlement - 8%

- 5 week entitlement - 10%
- 6 week entitlement - 12%
- 7 week entitlement - 14%

- (b) All part-time nurses shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time nurses, of their gross earnings in the preceding year. Part-time vacation pay will be paid on a bi-weekly basis.
- (c) In the calculation of vacation pay, one year of service equals 1500 hours.
- (d) Part time employees unpaid vacation time is based on their normal weekly hours of work.

Weekly Hours	Unpaid Vacation Time Allotment
15	2 days' vacation = 1 week
26.25	3.5 days' vacation = 1 week

18.02 Where an employee makes a written request at least one (1) month prior to the end of a calendar year, the Employer may permit the employee to carry over up to five (5) vacation days to the next vacation year. The Employer's permission will not be withheld unreasonably.

18.03 An employee who terminates employment for any reason shall be entitled to receive any unpaid vacation pay which has accrued up to the date of termination. Conversely, an employee who has used more vacation days than the employee is entitled, shall reimburse the Home for the vacation days used but not entitled.

18.04 Vacations shall be taken between January 1<sup>st</sup> and December 31<sup>st</sup> in each year. Choice of vacation periods shall be based on seniority provided management is able to maintain a working force sufficient to do the necessary work, except where an arrangement, mutually agreed upon between the Association and the Employer is reached. Where there is only one nurse working per shift, the Employer may permit two (2) nurses to be off at the same time provided they work on a different shift. A maximum of three (3) weeks' vacation may be taken between June 15 and September 15 of each year.

In order to allow the Employer to schedule vacations, each nurse must indicate vacation preferences in accordance with the chart below:

Vacation Periods	Submission Due Dates	Submission Response Dates
January 1 to April 30	October 31	November 30
May 1 to September 15	February 28	March 31
September 15 to December 31	June 30	July 31

18.05 Where there is a conflict between nurses concerning vacation preference, seniority shall prevail provided that the vacation preference was given by March 31 of each

year. Employees submitting their vacation preference after March 31 of each year will be treated on a first come first serve basis.

- 18.06 If an employee is hospitalized while on vacation leave, the employee shall be considered to be on sick leave for the period of the hospitalization that would have otherwise been considered to be vacation leave, provided the employee provides proof of the hospitalization.
- 18.07 No employee shall be required to return to work during her vacation period. However, should an employee agree to work when requested during her scheduled vacation, she shall be paid at time and one-half (1 1/2) her regular rate of pay for all hours worked and the vacation time so lost will be rescheduled for a mutually agreeable time.

### **ARTICLE 19 – SICK LEAVE**

- 19.01 Employees shall accumulate sick leave credits at the rate of one and one-half (1 1/2) days per month, to a maximum of 165 days. Deduction shall be made from the unused portion of an employee's accumulated sick leave credits at a ratio of one day for each day of absence due to illness, or on an hourly basis for absences of less than a full day.
- 19.02 When an employee is absent without pay, she shall not receive sick leave credit for the month in which the absence occurs, if the absence exceeds ten (10) working days. When an employee is laid off on account of lack of work, she shall not receive sick leave credits for the period of such absence but shall retain her cumulative credit, if any, existing at the time of such lay off.
- 19.03 An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.
- 19.04 (a) An employee may be required to produce proof of illness after an absence of three days, in the form of a medical certificate.
- (b) In circumstances where an employee is off work sick within 72 hours of a statutory holiday either before or after, the employee may be required to produce proof of illness in the form of a medical certificate.
- 19.05 Immediately after the close of the calendar year, each employee shall be made aware of sick leave credits accrued to her credit.
- 19.06 If an employee with five years or more service with the Home retires or quits voluntarily the employer shall provide a cash-out of fifty percent (50%) of the accumulated days to a maximum of 75 accumulated days. The maximum cash out so provided is thirty-seven point five days.

Nurses hired after October 15, 2008 will accumulate sick leave credits as per Article 19.01 but will not be provided with a cash-out option when she retires or quits voluntarily as described above.



- 19.07 Employees shall be permitted, after notifying her Supervisor, to use up to two (2) days per illness of accumulated sick leave in the case of the illness of a dependant, to a maximum of three times per year, so that arrangements for the care of the dependant can be made.
- 19.08 An employee who will be absent on the afternoon or night shift due to illness must notify the Employer at least four (4) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible.

## **ARTICLE 20 – LEAVE OF ABSENCE**

- 20.01 Written request for a leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be made to the President and Chief Executive Officer or designate as far in advance as possible.
- 20.02 If a full-time employee's absence without pay from the Home exceeds thirty (30) continuous calendar days, she will not accumulate service for purposes of vacation entitlement and sick leave benefits for the period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence in excess of thirty (30) days.
- 20.03 Prepaid Leave Plan
- The Home agrees to introduce prepaid 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 V.P. Nursing or designate 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) One nurse may be absent at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Association and the Home.
  - (d) Written application will be reviewed by the V.P. Nursing or 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, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her 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 her 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 the leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given the V.P. Nursing or designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse within a reasonable period of time.
- (j) If the 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 prepaid 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 prepaid leave program in accordance with Article 20.03 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 prepaid leave program will be appended to and form a part of the written agreement.

20.04 Employees will be granted leave without pay with full accumulation of seniority and service and as well as all other benefits under the collective agreement in order to serve as “classifiers”.

Employees seeking to be appointed by the Province as classifiers shall have their applications co-signed by the Employer. Subject to operational requirements, employees offered such assignments by the Province will be granted leave without pay. On the basis that the Employer will be fully reimbursed for any such leave by the Ministry of Health, the Employer will maintain the employee’s regular straight time wage and will provide full accumulation of seniority and service and as well as all other benefits under the Collective Agreement. If such leave is not fully funded by the Ministry of Health, it shall be without pay and subject to the effect of absence language.

20.05 Leave for Association Business

The Employer 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 Co-ordinator. During such leave of absence, a nurse’s salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the local Association agrees to reimburse the Employer in the amount of the daily rate of the full-time nurse or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time nurse except for Provincial Committee meetings which will be reimbursed by the Association. The Employer 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.

20.06 Leave, O.N.A. 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 or he may require to fulfil the duties of the position. Reasonable notice sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service for a nurse during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 19.05 above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

20.07 Leave, President, O.N.A.

Upon application in writing by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association. There shall be no loss of service or seniority for a nurse during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. 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 Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return.

Note: The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses 20.05, 20.06 and 20.07 above, and will bill the Union for such salary, as well as E.I, C.P.P., E.H.T. and W.S.I.B. premiums, vacation pay (where such employee is paid a percentage of earnings) and percentage in lieu contributions as applicable. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision rather than the employee. It is further understood that should EHT be switched to a premium based financing method there will be no obligation to reimburse the Employer for that cost.

20.08 ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Home, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 12.05, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Home of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

20.09 Military Leave

A nurse will be granted unpaid leave without loss of seniority in order to meet any obligations pertaining to the Canadian Military Reserve. The nurse will give as much notice as reasonably possible.

20.10 Family Medical Leave

- (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act*.
- (b) A nurse who is on Family Medical Leave shall continue to accumulate seniority and service and the Home will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the nurse is participating during the leave.
- (c) Subject to any changes in a nurse's status which would have occurred had he or she not been on Family Medical Leave, the nurse shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

## **ARTICLE 21 – PREGNANCY LEAVE AND PARENTAL LEAVE**

### 21.01 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. A nurse who is eligible for a pregnancy leave may extend the leave for a period of up to sixty-three (63) weeks duration, inclusive of any parental leave.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Home at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) 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 successfully completing her or his probationary period.

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 woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On 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 pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. Effective January 1<sup>st</sup>, 2013, 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. Biweekly payment shall commence following completion of the one (1) 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 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.

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.

The employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the full duration of the pregnancy leave in addition to pension contributions if applicable.

## 21.02 Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 21.01 is eligible to be granted a parental leave of up to sixty-one (61) weeks' duration, in accordance with the *Employment Standards Act*. A nurse who is eligible for a parental leave may extend the parental leave for a period of up to sixty-three (63) 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 has been discontinued, in which case the nurse shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from date of hire. The nurse shall be credited with hours worked towards the probationary.

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 parental benefits pursuant to Section 20 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. Effective January 1<sup>st</sup>, 2013, 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 or his weekly Employment Insurance benefits and any other earnings.

Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Home of the employee'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 twelve (12) 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 or his 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.

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.

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

## **ARTICLE 22 – BEREAVEMENT LEAVE**

22.01 In the event of the death of a member of the immediate family, an employee shall be granted up to four (4) consecutive days off without loss of regular pay prior to and inclusive of the day of the funeral or a memorial service (or equivalent). "Immediate family" means father, mother, brother, sister, spouse, common law spouse, son, daughter, grandparent, grandchild, mother-in-law and father-in-law, son-in-law or daughter-in-law. In the event of the death of an employee's aunt, uncle, niece, nephew, brother-in-law or sister-in-law, the Employer agrees to grant time off of one (1) day without loss of regular pay. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "in-laws" as set out above shall include the relatives of "spouses" as defined herein. 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 entitlement over two (2) occasions, not exceeding four (4) days in total.

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

22.02 Where the burial occurs in a destination of 400 km or more, such leave shall also include extra paid time for travelling, such extra time not to exceed two (2) days.

22.03 Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave that she would have been entitled to had she/he been normally scheduled.

The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

### **ARTICLE 23 – COURT ATTENDANCE**

- 23.01 If an employee is required to serve as a juror in any court of law or required by subpoena to attend a court of law in connection with a case arising from her 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, she shall not lose her service or seniority or regular pay because of such attendance provided that she:
- (a) notifies the Employer immediately upon her notification that she will be required to attend court;
  - (b) presents proof of service requiring her attendance; and
  - (c) promptly repays the amount (other than expenses) paid to her for such service or attendance to the Home.
- 23.02 Where an employee is required by the employer to attend any meetings in preparation for a case or legal proceedings which arises from an employee's employment with the employer or otherwise involves the employer, the employer will make every reasonable effort to schedule such meetings at the Home during the employee's regular scheduled hours of work. If the employee is required to attend such meetings outside of her regular scheduled hours, the employee shall be deemed to be at work for the time required to attend such meetings, including any travel time, and she will be paid at regular or overtime rates, as applicable.

### **ARTICLE 24 – BENEFIT PLANS**

#### 24.01 Ontario Health Tax

The Employer agrees to pay one hundred percent (100%) of the billed premium for the standard ward coverage under the Ontario Health Tax for all employees in the bargaining unit.

#### 24.02 Extended Health Care Plan

The Employer agrees to contribute on behalf of each full-time employee covered by the Collective Agreement, one hundred percent (100%) of the billed premium under the standard Extended Health Care Plan, including Vision Care coverage of \$450.00 which can be applied to laser surgery, for every two year period (vision care shall also include one eye exam (maximum \$80) per two years per insured person), hearing aids \$500 per five years per insured person and chiropractic, massage therapy, physiotherapy, psychologist, naturopath and podiatrist (maximum for each of the foregoing of \$500 per insured person annually) subject to an annual deductible of ten dollars (\$10.00) single and twenty dollars (\$20.00) family, and subject to the terms and conditions of such plan.



24.03 Dental Plan

The Employer agrees to contribute on behalf of each eligible full-time employee covered by the Collective Agreement one hundred percent (100%) of the billed premium of the present Dental Plan, equivalent to Blue Cross #9, based on the current O.D.A. fee schedule, subject to the terms and conditions of such plan.

Dental plan to include implants.

24.04 Group Life Insurance

The Employer agrees to pay on behalf of each eligible full-time employee one hundred percent (100%) of the billed premium of the Group Life Insurance Plan. The benefits under the plan include life insurance coverage of three (3) times annual salary, rounded to the closest one hundred dollars (\$100), plus Accidental Death and Dismemberment coverage.

24.05 Long Term Disability

The Employer shall continue to provide the current Long Term Disability Plan, or its equivalent. The Employer shall pay 50% towards the cost of the LTD premiums, and the Employees shall be deducted for 50% of the billed premiums.

24.06 If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate. A medical certificate may include a certificate from a nurse practitioner.

**ARTICLE 25 – PENSION PLAN**

25.01 The Employer agrees to continue the present pension plan.

**ARTICLE 26 – WAGES**

- 26.01 (a) The Employer shall pay salaries and wages bi-weekly in accordance with Appendix “A” attached hereto and forming part of this agreement. On each pay day, each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions.
- (b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:
- Applicable straight time hourly rate + 12.5%.
- (c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary

basis, enrol in the Home's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is seven point five percent (7.5%).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 7.5% or 12.5%, as applicable, which is paid in lieu of fringe benefits and accordingly the 7.5% or 12.5%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- 26.02 For part-time employees, the Employer agrees to increase wages to the next year of Appendix A when each 1500 hours have been worked.
- 26.03 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Association of the same. The Employer will also provide the Association with any available information on the job posting, job profile and salary scale of the classification. If the Association challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed upon resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

## **ARTICLE 27 – PREMIUMS**

- 27.01 A nurse shall be paid a premium of two dollars (\$2.00) per hour to all employees who work on a regular shift when the majority of hours fall between 1600 and 2300 hours two dollars and thirty-five cents (\$2.35) per hour to all employees who work on a regular shift when the majority of hours fall between 2300 and 0700 hours.
- 27.02 A nurse shall be paid a weekend premium of two dollars and twenty-five cents (\$2.25) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday except that no such premium shall be payable where a nurse is in receipt of the premium provided in Article 16.01 a) iii).
- 27.03 Nurse in Charge
- Whenever an employee is assigned additional responsibility to direct, supervise or oversee work of employees within her or his classification, and/or be assigned overall responsibility for patient care on the unit, ward, or area, for a tour of duty, the employee shall be paid a premium of one dollar and thirty-five cents (\$1.35) per hour in addition to her or his regular salary and applicable premium allowance.

- 27.04 Where the employer temporarily assigns a Registered Nurse to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one (1) full tour or more, at times when the incumbent in any such classification would otherwise be working, the nurse shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for such duty in addition to her or his regular salary. The employer agrees that it will not make work assignments which will violate the purpose and intent of this provision. The nurse has the right to decline such assignment.

## **ARTICLE 28 – HEALTH & SAFETY**

- 28.01 (a) The Employer and the Association agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness. In this light, the Association recognizes that a joint management and employee Health and Safety Committee exists in the Home pursuant to the terms and regulations of the *Occupational Health and Safety Act (Ontario)*.
- (b) The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

The parties further agree that suitable subjects for discussion at the joint Association/Management Committee will include aggressive residents.

- (c) The parties will abide by the *Occupational Health and Safety Act*.

### 28.02 Personal Protective Equipment

An employee who is or may be required by his or her Employer or by law to wear or use any protective clothing, equipment or device including N-95 masks shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and as required by the Employer and any directives issued by the Ottawa Public Health Medical Officer, and the employee shall participate in such instruction and training.

### 28.03 Joint Health and Safety Committee

- (a) Recognizing its responsibilities under the applicable legislation, the employer agrees to accept an ONA member as a member of its Joint Occupational Health and Safety Committee.
- (b) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for representatives to perform these duties shall be granted.

A member of a committee is entitled to: Where an investigation is required under the *Occupational Health and Safety Act*, the Committee shall determine the appropriate member or members who will participate in the

investigation, recognizing the interests of an Association representative to be involved in an investigation involving Association members.

- (c) A worker may refuse to work or do particular work where he or she has reason to believe that,
- i) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
  - ii) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself or another worker". Ref: *Occupational Health and Safety Act, Sec. 43(3)*.
  - iii) workplace violence is likely to endanger himself or herself; or
- (d) "workplace violence" means,
- i) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
  - ii) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
  - iii) a statement or behavior that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.
- (e) A refusal to work or do particular work as outlined in Article 28.03(c)(ii) shall not be considered a contravention of Article 5.01.
- (f) "Workplace Harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome". Ref: *Occupational Health and Safety Act, Sec.1 (1)*.
- (g) Sexual Harassment means:
- engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course or comment or conduct is known or ought to reasonably to be known to be unwelcome, or
  - making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome. Ref: *Bill 132 an amendment to the Occupational Health and Safety Act*.

**ARTICLE 29 – MISCELLANEOUS**

- 29.01 The Employer shall provide at least one bulletin board for the purpose of posting notices regarding meetings and any other matter which can reasonably be said to deal with Association activities.
- 29.02 The Employer shall make available to an employee any report concerning her work which may be on file including particulars of any complaint that may be detrimental to the employee's advancement or standing with the Employer. The employee shall acknowledge viewing such report or complaint by affixing thereto her signature.
- 29.03 An employee shall have the right, in each half of the calendar year, to review the contents of her personal file, other than confidential information concerning previous employment, and the right to respond in writing to any document contained therein. Such responses shall become part of the employee's personal file.
- 29.04 The Employer shall make available to the Association job descriptions for positions in the bargaining unit, where such job descriptions exist. These job descriptions shall not form part of the Collective Agreement.
- 29.05 A Registered Nurse, as defined by this agreement, is professionally responsible for coordinating the work and for supervising all the nursing staff under her charge which may include Registered Practical Nurses, Personal Support Workers and Nursing Students. All verbal warnings issued by a Registered Nurse during the performance of her duty shall be reported to the V.P. Nursing or designate.
- 29.06 Employees shall be reimbursed for the purchase of uniforms which they are required to wear while on duty. To obtain such reimbursement, employees must produce receipts for the purchase of uniforms. Only employees who have completed the probationary period are eligible for such a reimbursement. The maximum reimbursement for any calendar year is \$150.00 for employees who are regularly scheduled to work twenty-four (24) hours or more per week, and \$75.00 for employees regularly scheduled to work less than twenty-four (24) hours per week. Uniforms include any attire required by the Employer.
- 29.07 Any record of a disciplinary action, including written warnings or suspensions taken against any employee will be removed from an employee's file eighteen (18) months after the date on which the incident occurred, if, during those eighteen (18) months, no further formal disciplinary action is taken against the employee. When such subsequent actions occur, the original and subsequent records will be removed only after eighteen (18) months from the date of the last incident which merited discipline occurred.
- 29.08 Within fourteen (14) days of receipt of a written request from the nurse, post termination of employment, the Employer will provide the nurse with a letter detailing her or his employment dates, length of service and experience at the Home.
- 29.09 All employees will provide the V.P. Nursing or designate and Human Resources with reasonable notice at the time of their resignation, i.e. at least three (3) weeks' notice where possible.

### **ARTICLE 30 – PRINTING OF AGREEMENT**

- 30.01 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 Bargaining Unit.
- 30.02 All new employees shall be provided with a copy of the Collective Agreement upon entering the employment of the Home.

### **ARTICLE 31 – CREDIT FOR PAST EXPERIENCE**

- 31.01 Claim for recent 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 recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Home will credit a new nurse with one (1) increment for each year of experience up to the maximum of the salary grid.

Note: for greater clarity, recent related experience includes recent related RN experience out of province and out of country.

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.

### **ARTICLE 32 – DURATION**

- 32.01 This Agreement shall be in effect until March 31, 2020 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.

Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration.

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.

### **ARTICLE 33 – RETROACTIVITY**

- 33.01 (a) The salary rates in effect during the term of this agreement shall be those set forth in Appendix A.
- (b) Except as otherwise provided in this agreement, all wages and benefits are retroactive to April 1, 2018. Any nurse who has left her employ shall be notified by post, addressed to her last known address of entitlement

hereunder. Retroactive payment will be made on a separate cheque within four (4) pay periods following the date of ratification.

**ARTICLE 34 – APPENDICES**

34.01 Attached hereto and forming part of this Agreement are the following Appendices:

Appendix A - Salaries

Appendix B - List of Professional Assessment Committee Chairs

Appendix C - O.N.A Professional Responsibility Workload Report Form

DATED AT Ottawa, ONTARIO, THIS 27th DAY OF June, 2019.

**FOR THE EMPLOYER:**

*"Monique Patterson"*

\_\_\_\_\_

*"Pat Smith"*

\_\_\_\_\_

*"Tracey Simpson"*

\_\_\_\_\_

\_\_\_\_\_

**FOR THE UNION:**

*"Sharleen Corrigan"*

\_\_\_\_\_

Labour Relations Officer

*"Surinder Bal"*

\_\_\_\_\_

*"Halina Budniatskaya"*

\_\_\_\_\_

\_\_\_\_\_



## APPENDIX A

SALARIES

	Registered Nurse – Full-time		
Step	Current	April 1, 2018	April 1, 2019
Start	\$32.21	\$32.66	\$33.23
1 Year	\$32.36	\$32.81	\$33.39
2 Years	\$32.90	\$33.36	\$33.94
3 Years	\$34.52	\$35.00	\$35.62
4 Years	\$36.15	\$36.66	\$37.30
5 Years	\$38.19	\$38.72	\$39.40
6 Years	\$40.24	\$40.80	\$41.52
7 Years	\$42.30	\$42.89	\$43.64
8 Years	\$45.31	\$45.94	\$46.75
25 Years	\$46.11	\$46.76	\$47.57

**APPENDIX B**

**LIST OF PROFESSIONAL ASSESSMENT COMMITTEE CHAIRS**

Note: The parties agree to meet to discuss the following Independent Assessment Committee Chairpersons. The parties agree to revise and update the list to ensure that an adequate number of Chairpersons are available.

**APPENDIX C**

**ONA/LONG-TERM CARE PROFESSIONAL RESPONSIBILITY  
WORKLOAD (PRW) REPORT FORM**

The Professional Responsibility Clause in the Collective Agreement is a problem-solving process for nurses to address nursing practice and workload concerns relative to resident care/outcomes and safety. The PRW report form is a documentation tool that can facilitate and promote a problem-solving approach.

**SECTION 1: GENERAL INFORMATION**

Name(s) of Employee(s) Reporting (Please Print)

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

Employer:

Unit//Floor/Pod:

# of Beds in Unit/Home:

Unit//Home Census this Shift:

Date of Occurrence:

\_\_\_\_\_  
Day

\_\_\_\_\_  
Month

\_\_\_\_\_  
Year

Time:

7.5 hr. shift  11.25 hr. shift  Other: \_\_\_\_\_

Is this a Specialty Unit? Yes  No

Name of Supervisor/Charge Nurse:

Date/  
Time notified: \_\_\_\_\_  
 \_\_\_\_\_  
 Day      Month      Year

**SECTION 2: DETAILS OF OCCURRENCE**

Provide details of how the residents well being was potentially or actually compromised. Please identify the Nursing Standard(s)/Practice Guidelines/Best Practices or employer policy that are believed to be at risk:

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

Is this an: Isolated incident?

Ongoing problem?

(when in outbreak)

(Check one)

**SECTION 3: WORKING CONDITIONS**

In order to effectively resolve workload issues, please provide details about the working conditions **at the time of occurrence** by providing the following information:

Regular Staffing #:	RN	_____	RPN	_____	PSW	_____	Clerks & Other	_____
Actual Staffing #:	RN	_____	RPN	_____	PSW	_____	Clerks & Other	_____
Agency/Registry RN:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	And how many?	_____		
Junior Staff*:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	And how many?	RN _____	RPN _____	
					PSW _____		Temp RNs _____	
RN Staff Overtime:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	If yes, how many staff?	_____	Total Hours:	_____

\*as defined by your unit/floor/pod

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:

Absence/Emergency Leave  Sick Call(s)  Vacancies

Management Support available on site? Yes  No

On Standby? Yes  No  On Call? Yes  No

Did they respond? Yes  No  Did they resolve the issue? Yes  No

Charge nurses (CN) are not held accountable for the actions of others, they are accountable for their actions in relation to others ("Nurse in Charge", CNO *Communique*, Sept. 2002).

Were you working in a Charge Nurse Leadership Role? Yes  No

i) Assigning:

Could you assign staff according to their abilities? Yes  No

Did you have time to determine what staff was most likely to need your help? Yes  No

Did you have time to provide necessary support and supervision? Yes  No

ii) Communication:

Could you regularly check in with staff during the shift to identify the need for support? Yes  No

Are there clear roles and responsibilities? Yes  No

Are there decision trees, current care plans etc. to assist the CN to quickly identify problems, decide on follow-up action, and who will take that action based on the roles and responsibilities? Yes  No

Have you notified compliance? Yes  No

iii) Leadership/Supervision:

Were you given enough time, opportunity, tools and resources to properly supervise? Yes  No

Did you need to stop an unsafe situation? Yes  No

If yes, did this include intervening or taking over the care of a resident? Yes  No

On this shift, leadership was demonstrated in the following ways: (Check all that apply)

- Facilitating
- Role model/mentor
- Advocating/promoting quality care
- Resource person
- Problem solver
- Team collaborator

**SECTION 4: NURSE/RESIDENT/ENVIRONMENT CARE FACTORS CONTRIBUTING TO THE CONCERN/ ISSUE**

Please check off the factor(s) you believe contributed to the workload issue and provide details:

Change in resident acuity/incidents e.g. falls. Provide details:

---

Number of residents on infectious precautions \_\_\_\_\_ Type of Precautions: \_\_\_\_\_

# of Admissions \_\_\_\_\_ # of Deaths \_\_\_\_\_ # of Transfers to Hospital \_\_\_\_\_

Lack of/or equipment/malfunctioning equipment. Please specify:

---

Visitors/Family Members  Lack of resources/supplies  Home in outbreak

Communication/Process Issues  Home in enhanced compliance monitoring

Drs. Days \_\_\_\_\_ Non-Nursing Duties. Please specify: \_\_\_\_\_

---

Other (i.e. Physician/Nurse Practitioner unavailable, # of RAIs & RAPs, # of palliative residents). Please specify:

---

Exceptional Resident Factors (i.e. significant amount of time required to meet residents' needs/expectations). Please specify:

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**SECTION 5: REMEDY**

(A) Discuss the concern/issue within the unit/area/home at the time the concern/issue occurs. Provide details of how it was or was not resolved.

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(B) Failing resolution at the time of the concern/issue, seek assistance from the person designated by the employer as having responsibility for a timely resolution. **Continue to move up the management ladder for a timely resolution. Provide details including name(s) of individual(s):**

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**SECTION 6: RECOMMENDATIONS**

Please check off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

- Inservice
- Orientation
- Review nurse/resident ratio
- Change unit layout
- Float/casual pool
- Review policies & procedures
- Adjust RN staffing
- Adjust support staffing
- Replace sick calls/LOAs, etc.
- Input into how compliance recommendations are implemented
- Change Start/Stop times of shift(s). Please specify:

---

---

Equipment/Supplies. Please specify:

Other. Please specify:

---

**SECTION 7: EMPLOYEE SIGNATURES**

Signature: Phone # / Personal E-mail:

Signature: Phone # / Personal E-mail:

Signature: Phone # / Personal E-mail:

Signature: Phone # / Personal E-mail:

Date Submitted:

**SECTION 8: MANAGEMENT COMMENTS**

Did you discuss the issues with your employee/nurse on his/her next working day?

Yes  No

If yes, date:

Provide details:

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Please provide a written response with information/comments in response to this report, including any actions taken to remedy the situations, where applicable and provide a copy to the nurse(s), Bargaining Unit President and Labour Relations Officer (LRO).

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**SECTION 9: RESOLUTION**

Is the issue resolved?      Yes         No  

If yes, how is it resolved?

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If no, please provide the date in which you forwarded this to Labour-Management.

**SECTION 10: RECOMMENDATIONS OF UNION-MANAGEMENT COMMITTEE (LABOUR-MANAGEMENT)**

The Union-Management Committee recommends the following in order to prevent similar occurrences:

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Dated: \_\_\_\_\_

- Copies:    (1) Manager  
              (2) ONA Rep  
              (3) Director of Care (or designate)  
              (4) ONA Member  
              (5) LRO

**ONA/LONG-TERM CARE PROFESSIONAL RESPONSIBILITY – WORKLOAD REPORT FORM  
GUIDELINES AND TIPS ON ITS USE**

The parties have agreed that resident care is enhanced if concerns relating to professional practice, resident acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. The collective agreement provides a problem solving process for nurses to address concerns relative to resident care. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach.

**PRIOR TO SUBMITTING THE WORKLOAD REPORT FORM PLEASE FOLLOW THE PROBLEM SOLVING PROCESS BELOW AND AS OUTLINED IN THE COLLECTIVE AGREEMENT ARTICLE 19 FOR NURSING HOMES OR AS IDENTIFIED IN YOUR COLLECTIVE AGREEMENT.**

**PROBLEM SOLVING PROCESS**

- 1) At the time the workload issue occurs, discuss the matter within the Unit/Floor to develop strategies to meet resident care needs using current resources. Using established lines of communication, seek immediate assistance from an individual identified by the Employer (e.g. Charge Nurse/Assistant Director of Care/Director of Care/Administrator) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload at the time of the occurrence, complete the form. Some Collective Agreements require the nurse to discuss the issue with the Manager (or designate) on the next day that both the Employee and Manager (or designate) are working or within the time frame stated in the Collective Agreement, however in the absence of this language, it is recommended and a good practice to discuss the concern with your Manager.
- 3) When meeting with the manager, you may request the assistance of a Union representative to support/assist you in the meeting. Every effort will be made to resolve the workload issues at the unit level. The Bargaining Unit Representative shall be involved in any resolution discussions at the unit level. All discussions and action will be documented.
- 4) The Nursing Home Professional Responsibility Clause assumes the Nursing Leader consulted in Steps 1 & 2 would be the same person consulted in the above Step 3 and therefore the Nursing Home Step 2 is: Failing resolution, submit the Professional Responsibility Workload Report Form to the Union-Management Committee within 20 calendar days from the alleged improper assignment. The Union-Management Committee will meet within 20 days of the filing of the complaint to attempt to resolve the complaint to the satisfaction of both parties. This is Step 3 in most of the other Collective Agreements. Please check your own Collective Agreement for accurate timelines. (SEE BLANK REPORT FORM ATTACHED TO THESE GUIDELINES.)
- 5) Prior to the complaint being forwarded to the Independent Assessment Committee (IAC), the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.
- 6) If the issue remains unresolved it shall be forwarded to an IAC as outlined in the Collective Agreement within the requisite number of days of the meeting in 3) above.
- 7) The Union and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.
- 8) Any settlement arrived at under the Professional Responsibility Clause of the Collective Agreement shall be signed by the parties.

**TIPS FOR COMPLETING THE FORM**

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) As much as possible, you should report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5) Identify the College of Nurses of Ontario (CNO) Standards/Practice Guidelines/Long-Term Care policies and procedures you believe to be at risk. The CNO Standards can be found at [www.cno.org](http://www.cno.org).
- 6) Do not, under any circumstances, identify resident.

**LETTER OF UNDERSTANDING**

Between:

**ST. PATRICK'S HOME OF OTTAWA**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Offering of Additional Shifts After Schedule Has been Posted

It is understood that staffing will allow the nurse one (1) hour to return the call to accept any shift that is offered with greater than 72 hours' notice. In the event that a shift becomes available within the same 24 hour period the shift will be offered by seniority and granted to the first nurse accepting the shift.

DATED AT Ottawa, ONTARIO, THIS 27th DAY OF June, 2019.

**FOR THE EMPLOYER:**

*"Monique Patterson"*

\_\_\_\_\_

*"Pat Smith"*

\_\_\_\_\_

*"Tracey Simpson"*

\_\_\_\_\_

\_\_\_\_\_

**FOR THE UNION:**

*"Sharleen Corrigan"*

\_\_\_\_\_

Labour Relations Officer

*"Surinder Bal"*

\_\_\_\_\_

*"Halina Budniatskaya"*

\_\_\_\_\_

\_\_\_\_\_



**LETTER OF UNDERSTANDING**

Between:

**ST. PATRICK'S HOME OF OTTAWA**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Health and Safety

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The Employer agrees to maintain and communicate policies and procedures to deal with violence in the workplace and whistleblowing. The policies address whistleblowing, harassment, discrimination and the prevention of violence as defined under the *Ontario Human Rights Code*, SPH's obligations under the *Occupational Health and Safety Act* and the *Long-Term Care Homes Act, 2007*.

Said policies, procedures and current legislation are to be reviewed and addressed as required.

DATED AT Ottawa, ONTARIO, THIS 27th DAY OF June, 2019.

**FOR THE EMPLOYER:**

*"Monique Patterson"*

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*"Pat Smith"*

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*"Tracey Simpson"*

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**FOR THE UNION:**

*"Sharleen Corrigan"*

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Labour Relations Officer

*"Surinder Bal"*

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*"Halina Budniatskaya"*

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**LETTER OF UNDERSTANDING**

Between:

**ST. PATRICK'S HOME OF OTTAWA**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Return to Work Program

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

To that end the Home and ONA agree to cooperate in facilitating return to work programs for disabled employees.

DATED AT Ottawa, ONTARIO, THIS 27th DAY OF June, 2019.

**FOR THE EMPLOYER:**

*"Monique Patterson"*

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*"Pat Smith"*

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*"Tracey Simpson"*

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**FOR THE UNION:**

*"Sharleen Corrigan"*

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Labour Relations Officer

*"Surinder Bal"*

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*"Halina Budniatskaya"*

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**LETTER OF UNDERSTANDING**

Between:

**ST. PATRICK'S HOME OF OTTAWA**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Professional Development Committee

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The parties agree to implement a Nursing Professional Development Committee consisting of 50% ONA membership as elected by the members, one of whom is the ONA President. This committee shall meet to discuss and identify educational opportunities for staff at the Home.

DATED AT Ottawa, ONTARIO, THIS 27th DAY OF June, 2019.

**FOR THE EMPLOYER:**

*"Monique Patterson"*

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*"Pat Smith"*

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*"Tracey Simpson"*

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**FOR THE UNION:**

*"Sharleen Corrigan"*

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Labour Relations Officer

*"Surinder Bal"*

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*"Halina Budniatskaya"*

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**LETTER OF UNDERSTANDING**

Between:

**ST. PATRICK'S HOME OF OTTAWA**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Innovative Scheduling

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The parties agree that where it is an expressed interest of either party the Union and the Home will engage in discussions through the Labour Management Committee with respect to innovative scheduling providing such scheduling will not negatively affect operational requirements of the Home.

DATED AT Ottawa, ONTARIO, THIS 27th DAY OF June, 2019.

**FOR THE EMPLOYER:**

*"Monique Patterson"*

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*"Pat Smith"*

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*"Tracey Simpson"*

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**FOR THE UNION:**

*"Sharleen Corrigan"*

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Labour Relations Officer

*"Surinder Bal"*

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*"Halina Budniatskaya"*

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**LETTER OF UNDERSTANDING**

Between:

**ST. PATRICK'S HOME OF OTTAWA**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Professional Development Assessment

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The parties agree that where it is requested by the Employer for Registered Nurses to conduct Professional Development Assessments the following will apply:

- Members will not conduct PDAs on their bargaining unit members.
- Parties will meet at the next Labour-Management meeting to discuss the tool that will be used to conduct PDAs.
- Members will be provided adequate time and space to provide conduct PDAs during working hours.
- Members will be provided adequate training on how to conduct PDAs.
- Members will not be required to conduct PDAs on employees for whom they have not had sufficient opportunity to observe their work, upon discussion and agreement with Management.
- It is understood and agreed that the Employer will only use PDAs for learning purposes and/or professional development. PDAs completed by members will not be used for any disciplinary purpose or for the purpose of assessing candidates in a job competition.

DATED AT Ottawa, ONTARIO, THIS 27th DAY OF June, 2019.

**FOR THE EMPLOYER:**

*"Monique Patterson"*

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*"Pat Smith"*

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*"Tracey Simpson"*

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**FOR THE UNION:**

*"Sharleen Corrigan"*

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Labour Relations Officer

*"Surinder Bal"*

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