

**COLLECTIVE AGREEMENT**

Between:

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES,  
VICTORIA MANOR**  
(hereinafter referred to as the "Employer")

And:

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

EXPIRY: March 31, 2018

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Union, and to provide machinery for prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and salaries for all employees who are subject to the provisions of this Agreement.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all registered nurses and nurses with a temporary certificate employed in a nursing capacity by the City of Kawartha Lakes, (Victoria Manor) in Lindsay, Ontario, save and except the Associate Director of Care, the Director of Care and positions above the Director of Care.

- 2.02 The Employer recognizes the following categories of employees:

- (a) A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 15;
- b) A regular part-time is an employee who regularly works less than the normal full-time hours referred to in Article 15 and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time nurses shall be considered casual nurses.

- 2.03 A registered nurse is defined as a person who is registered by the College of Nurses of Ontario, in accordance with the Regulated Health Professions Act, 1991 and the Nursing Act, 1991 as amended.

Provided a nurse has followed reasonable policies or procedures issued by the Employer to protect the Employer's entitlement to investigate and address any allegation of wrongdoing, nurses will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations.

- 2.04 A nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, but in any case not longer than two years from her or his date of hire, she or he will be deemed to be not qualified for the position of registered nurse and she or he will be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration.

A Nurse who holds a Temporary Certificate of Registration shall notify the Employer of the result of the College of Nurses examination(s) he/she writes or has written.

- 2.05 Persons whose jobs are not in the bargaining unit shall not perform work normally performed by members of the bargaining unit except:

- (a) In cases of emergency;

- (b) When instructing other employees;
- (c) When performing experimental work; or
- (d) When regular employees are not available due to being late for work or absent from work.

This clause does not apply to RPN's being assigned health care responsibilities, for which they are qualified including the dispensing of medication, so long as no RN is laid off as a result thereof.

- 2.06 The Employer shall upon entry into any service agreement with the Ministry of Health and Long Term Care, in respect of residents cared for by members of this bargaining unit, provide copies of any documents or materials which it is required to post in the-facility pursuant to the Homes for the Aged and Rest Homes Act or its successor statute.
- 2.07 Absent 20 or more bed closures as of October 22, 2007, the Employer will assign at least the same number of bargaining unit tours that were scheduled on each shift of each day of the last week ending prior to October 22, 2007.

### **ARTICLE 3 - MANAGEMENT FUNCTIONS**

- 3.01 The Union recognizes that the management of Victoria Manor and the direction of the working forces are fixed exclusively with the Employer and shall remain solely with Victoria Manor except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline, efficiency and resident care;
  - (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that a claim of discriminatory, promotion, demotion, transfer or lay-off, or that a claim of discharge, suspension or discipline without just cause or a violation of the provisions of this Agreement, may be the subject to grievance and dealt with as hereinafter provided;
  - (c) Determine the standard of resident care and service, job rating or classification, the hours of work, work assignments and the methods of doing the work.
  - (d) Determine the number of personnel required the services to be performed and the methods, procedures and equipment in connection therewith;
  - (e) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees which shall not be inconsistent with the provisions of this Agreement.

These rights shall be exercised in a manner consistent with the provisions of this Agreement.

#### **ARTICLE 4 - NO STRIKES, NO LOCKOUTS**

4.01 There will be no strikes or lockouts during the term of this Agreement.

#### **ARTICLE 5 - NO DISCRIMINATION**

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.

5.01 The Employer and the Union will continue the policy of no discrimination, interference, restriction or coercion being exercised or practised with respect to any employee by reason of any protected grounds as set out in the Ontario Human Rights Code.

5.02 The employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion excised or practised by any of their representative with respect to any employee because of her or his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.

5.03 For the purposes of this Agreement and the benefits contained herein, including insurance coverage, a “common-law” relationship is said to exist when an employee has a spousal relationship with another person of the same or opposite sex.

All entitlements contained herein in respect of spouses and the relatives of spouses shall also exist in respect of common-law spouses as defined above and the relatives of common-law spouses.

5.04 The Union and the Employer agree to abide by the Ontario Human Rights Code.

5.05 “Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”. Ref: Ontario Human Rights Code, Sec. 10 (1)

(a) “Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, gender identity, gender expression, family status or disability”. Ref: Ontario Human Rights Code, Sec. 5 (2).

(b) “Every person who is an employee has a right to freedom from harassment in the workplace because sex by his or her employer or agent of the employer or by another employee,” [ref: Ontario Human Rights Code, Sec. 7 (2)]

(c) Every person who is an employee has a right to freedom from workplace harassment in accordance with *Occupational Health and Safety Act*, Sec 1 (1).

“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).

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

An employee who believes that she has been harassed, contrary to this provision shall be encouraged by both parties to follow the Employer’s policy on harassment and process. Failing resolution, an employee may follow the process set out Grievance and Arbitration procedure in Article 8 of the Collective Agreement. The employee shall be encouraged by both parties to exhaust these processes prior to filing a complaint with the Ontario Human Rights Commission.

## **ARTICLE 6 - UNION SECURITY**

6.01 The Employer shall deduct once a month from the pay due to each employee covered by this Agreement, a sum equal to the amount of monthly Union dues.

6.02 The Employer shall remit to the Ontario Nurses' Association its cheque for all dues so deducted, and will provide the Union with a list showing the names, social insurance numbers (unless otherwise directed by employee), classification and salaries for those employees from whose earnings dues have been deducted.

The Employer will also provide a list of employees, who have been hired, terminated and/or on any leave of absence including the effective dates. A copy will also be given to the Bargaining Unit President or designate.

6.03 The Employer shall indicate on the T-4 the dues deducted for Income Tax purposes.

## **ARTICLE 7 - UNION REPRESENTATION**

7.01 The Employer will recognize the following representation:

- (a) Up to two (2) employee representatives. In the event of a grievance, the employee representatives shall constitute the Grievance Committee.
- (b) A Negotiating Committee which shall be composed of up to three (3) representatives. This Committee shall deal with matters of mutual concern relating to negotiations. The Union will advise the Employer of the names of such employees.
- (c) A Joint Occupational Health & Safety Committee which shall be comprised of at least one (1) member of the bargaining unit. The parties shall abide by the terms and conditions of the Occupational Health and Safety Act and the policies and procedures of the Employer.

- 7.02 (a) The Employer agrees that employees involved will not suffer any loss of pay for time spent at meetings with the Employer including Health and Safety.
- (b) Employees on a pre-scheduled shift shall receive paid time off for the night shift prior to the day of the meeting for purposes of negotiations. On a pre-scheduled evening shift shall receive paid time off for the evening shift on the day of the meeting for the purpose of negotiations. The Employer will not change the work schedule to avoid payment.
- (c) The Employer will pay the Bargaining Unit President or designate/Local attending meetings scheduled by the Employer outside her or his regularly scheduled hours, exclusive of negotiations and mediation.
- 7.03 The Employer agrees that a Labour Relations Officer or other representative of the Ontario Nurses' Association may, at the request of either party, attend any meetings of any Union/Employer Committees.
- The Union agrees that Legal Counsel or other person(s) may, at the request of either party, attend any meeting of any Union/Employer Committees.
- 7.04 The Employer agrees to provide a representative of the Union with a reasonable period of time, within the orientation program, in order to meet with newly hired employees.
- 7.05 Victoria Manor-Union Professional Committee
- (a) There shall be a Manor-Union Committee. Each party shall select three (3) members for this Committee. Made up of equal members of the Management and the Union. Either party may request the attendance of other members as required in addition to the representatives listed above.
- (b) The Committee shall meet every two (2) months unless otherwise agreed. The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. Unless mutually agreed to otherwise the meeting shall be no more than one (1) hour in duration. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
- i) Promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of nursing care;
  - ii) Dealing with complaints referred to it in accordance with any complaints of a professional responsibility nature;
  - iii) Discussing and reviewing matters relating to orientation and in-service programs.

iv) Discussing and reviewing scheduling matters with representation from part-time and full-time employees.

(d) Victoria Manor agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.

7.06 Workplace Safety

(a) The Employer agrees to maintain its programs and policies regarding Needlestick and Sharps Safety, Musculoskeletal injury Prevention, and Workplace Violence.

(b) The parties agree that if incidents involving aggressive resident action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee.

The parties further agree that suitable subjects for discussion at the Manor -Union Committee will include aggressive residents.

7.07 The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to nurses at short notice in the event there are reasonable indications of the emergence of a pandemic.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION**

8.01 In all steps of this Grievance Procedure, the aggrieved employee, if desired, may be accompanied by or represented by an employee representative.

8.02 All complaints and grievances shall be taken up in the following manner:

### **Step #1**

An employee having a question or complaint shall take the matter to the Director of Care within ten (10) calendar days of the circumstances leading to the question or complaint. The Director of Care shall reply to the employee within seven (7) calendar days from the date of submission. Failing settlement, then:

### **Step #2**

The grievance shall be reduced to writing and submitted to the Grievance Committee who may take the matter up with the Administrator, or her or his designate, within seven (7) calendar days. The Administrator shall give her or his reply within a period of seven (7) calendar days.

Failing a satisfactory settlement,

### **Step # 3**

The Grievance Committee may deliver the grievance in writing to the Director of Human Resources/designate within ten (10) calendar days of the receipt of the reply from the Administrator. The Director of Human Resources, together with such persons as management may desire, shall meet with the Grievance



Committee within ten (10) calendar days of the Director's receipt of the grievance. The Director of Human Resources shall reply within a period of seven (7) calendar days.

Failing a satisfactory settlement, the matter may be referred to arbitration within a period of fifteen (15) calendar days from the date of receipt of the reply of the Director of Human Resources/designate.

8.03 (a) Arbitration

When either party requests a grievance be submitted to arbitration, the request shall be in writing addressed to the other party of this Agreement, and shall contain the name of the first [1<sup>st</sup>] party's appointee to the Board of Arbitration. The recipient of the notice shall, within ten (10) days thereafter, designate its appointee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) days after the appointment of the second [2<sup>nd</sup>] of them, to agree upon a third [3<sup>rd</sup>] person to act as Chairperson of the Board of Arbitration. If they are unable to agree upon such a Chairperson within ten (10) days, the Provincial Minister of Labour shall be asked to name an impartial Chairperson.

(b) Single Arbitrator:

Either party may request that a grievance be submitted to a single arbitrator. This request shall be made in writing addressed to the other party of this Agreement, and shall contain the names of three (3) proposed single arbitrators. If both parties do not agree to the single arbitrator, the grievance will proceed to a Board of Arbitration in accordance with Article 8.03(a).

8.04 The decision of the Arbitration Board, including any question as to whether a matter is arbitrable or not, shall be final and binding upon the parties and upon any employee affected by it.

8.05 The Arbitration Board, by its decision, shall not alter, amend or add to any part of this Agreement.

8.06 No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle a grievance.

8.07 Each party shall bear the expenses of its own appointee and the expenses of the Chairperson shall be shared equally between the parties.

8.08 Disciplinary Grievances

(a) An employee may be suspended, disciplined or discharged only for just cause. Any grievance on these matters will be filed at Step #2 within ten (10) calendar days of such occurrence.

(b) When a meeting is to take place for the above purposes, an employee will be informed prior to the meeting that this is the purpose of the meeting, and she or he may be accompanied by her or his Union representative.

- (c) In the case of suspension and discharge, the Employer will inform the Local Union within twenty-four (24) hours of the suspension or discharge.
- (d) Disciplinary grievances may be settled by confirming the Employer's action, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties, or of the Board of Arbitration if the matter is submitted to arbitration.

#### 8.09 Policy Grievance

The Employer or the Union may institute a grievance arising directly between the Employer and the Union concerning the interpretation, application, administration or alleged violation of this Agreement.

The grievance shall be originated at Step #3 of the Grievance Procedure and shall be commenced within twenty (20) calendar days of the circumstances giving rise to the grievance. Failing settlement, the grievance may be submitted to arbitration.

#### 8.10 Group Grievance

Should a grievance involve more than one (1) employee and pertain to the same request and remedy, then those involved may be combined into one (1) group grievance applying to all those identified on the grievance, and signed by one of those involved.

The grievance shall then be treated as being initiated at Step #2.

8.11 Any time limit referred to shall be exclusive of Saturdays, Sundays and holidays and further may be extended or waived by mutual agreement of the parties, in writing, dated and signed.

8.12 Should either party fail to respond within the specified time frame, then they shall be deemed to have denied the grievance, or abandoned the grievance, as the case may be. In the case of the former, the other party shall then process the grievance to the next level within the specified time frame.

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

9.01 A seniority list of all employees covered by this Agreement shall be posted in January and June of each year. A copy of each revision will be given to the designated employee representative. Full-time employees shall be separated from part-time employees.

Challenges as to the accuracy will be accepted for one (1) month from the date of posting of the list. Thereafter it shall be considered to be accurate.

9.02 Full-Time Employee

A full-time employee shall be on probation for a period of four hundred and fifty (450) hours worked. Upon successful completion of the probationary period seniority shall then date back to the date of hire.

Part-Time Employee

A part-time employee shall be on probation for a period of four hundred and fifty (450) hours worked. Seniority for part-time employees shall be based on number of hours worked. The part-time employee who has the greatest number of hours worked standing to her or his credit shall be deemed to be the most senior employee on the part-time seniority list.

Part-time employees, who have successfully completed their probationary period and move from part-time to full-time, shall not be required to complete a second probationary period.

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

- (a) Ability, experience and qualifications;
- (b) Seniority.

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

9.04 (a) In the event that a reduction of the work force is required due to a decrease in workload, the Employer agrees that lay offs will be by seniority, so that the employee with the least seniority will be laid off first [1<sup>st</sup>], provided the employees remaining are willing and able to perform the available work.

Recall shall be made on the basis of seniority, provided those employees are willing and able to perform the available work. All employees who are on lay off will be given job opportunity before any new employee is hired into the bargaining unit.

(b) No employee may be laid off until she or he has received two (2) weeks' notice of lay off or appropriate pay in lieu thereof, and a copy of the notice will be sent to the Union. If the lay off is for more than thirteen (13) weeks, notice will be as provided for in the Employment Standards Act.

(c) In the event of a proposed lay off of a permanent or long-term nature, the Employer will:

- i) provide the Local Union with no less than ninety (90) days' notice of such lay-off, unless the reason for the lay off is beyond the control of the Employer.
- ii) meet with the Local Union to review the following:
  - A) The reasons causing the lay off;
  - B) The service which the Employer will undertake after the lay off;

C) The method of implementation, including the areas of cutback and the employees to be laid off.

iii) Provide each nurse to be laid off with ninety (90) days' notice of lay off, unless the reason for the lay off is beyond the control of the Employer.

9.05 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:

- (a) When on leave of absence with pay;
- (b) When on an approved leave of absence without pay, not exceeding thirty (30) continuous working days;
- (c) When in receipt of sick leave;
- (d) When in receipt of W.S.I.B. benefits;
- (e) When on Pregnancy/Parental Leave.

9.06 Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:

- (a) When on an approved leave of absence without pay, exceeding thirty (30) continuous working days;
- (b) When absent on account of illness or accident and not in receipt of sick leave benefits;
- (c) When absent due to lay off.

9.07 An Employee's seniority rights shall be terminated if:

- (a) The employee resigns;
- (b) She or he is discharged and not reinstated;
- (c) She or he is laid off continuously for a period of more than twenty-four (24) months.

9.08 It is agreed that in accordance with the *Ontario Human Rights Code*, there shall be no further mandatory retirement for employees governed by this collective agreement.

9.09 Vacancies

- (a) The Employer agrees to post all nursing vacancies for a period of seven (7) days.
- (b) When the posting requirements described in (a) have been met and the vacancy has been filled, the subsequent vacancy/vacancies will not be

required to be posted except where different qualification(s) and/or duties are required.

- (c) Every vacancy resulting from the filling of the original posting will be filled by offering the position(s) to the most senior Registered Nurse who had submitted an application in writing by the date and time specified on the posting for the initial vacancy; and who meets the qualifications described in such posting. With the exceptions noted in (b), the terms of the posting shall apply to all vacancies so filled.

9.10 In the event an employee transfers from full-time to part-time status, or vice versa, the following shall apply:

- (a) There shall be full transfer of seniority;
- (b) Service for purposes of vacation entitlement shall include service in both full-time and part-time category;
- (c) There shall be full transfer for purposes of increment advancement on the following basis:
  - i) Fifteen hundred (1500) hours of part-time work equals the equivalent of one (1) year of full-time;
  - ii) Any outstanding balance since the employee was last advanced on the grid will be converted in accordance with the above formula.

9.11 Transfer outside of the Bargaining Unit

- (a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than three (3) months shall not suffer any loss of seniority, service or benefits.

A nurse who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

A nurse must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer.
- (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

- (d) Victoria Manor will advise the Bargaining Unit President of the names of any nurses performing the duties of positions outside of the bargaining unit and the duration of such assignment.
- (e) A nurse who accepts a transfer under this Article will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

## **ARTICLE 10 - LEAVES OF ABSENCE**

- 10.01 Written requests for leave of absence will be considered on an individual basis. Requests are to be made as far in advance as possible and the Employer will reply within seven (7) days of such request. If operational requirements can be met, approval of leave of absence will not be unreasonably withheld.
- 10.02 (a) An employee who is elected to the office of President of the Ontario Nurses' Association shall be granted, upon request, leave of absence without loss of seniority and benefits. During such leave of absence, salary and benefits will be kept whole by the Employer, and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits.
- The employee agrees to notify the Employer of her or his intention to return to work within two (2) weeks following termination of office.
- (b) An employee who is elected to the Board of Directors of the Ontario Nurses' Association shall be granted leave of absence without pay. There shall be no loss of seniority for the purposes of salary advancement and vacation entitlement, or other purposes during such leave.
- (c) Leave of absence without pay and without loss of seniority may be granted, and such granting shall not be unreasonably withheld, to employees who are elected or appointed to represent the Local Union at meetings or conventions. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer in the amount of the daily rate of the employee.
- (d) Upon application in writing by the Union on behalf of an employee to the Employer, 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. 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 Employer of her or his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

### 10.03 Bereavement Leave

- (a) Upon the death of an employee's spouse, spouse to include same sex partner, child or stepchild, an employee shall be granted leave up to a maximum of five (5) continuous calendar days without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer. Part-time employees will be credited with seniority and service for all such leave.
- (b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) continuous calendar days without loss of pay around the date of the funeral or equivalent service provided that the employee must be regularly scheduled to work such days to receive pay.
- (c) Immediate family shall be defined as parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather and grandchildren.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral, or if there is no funeral, an equivalent service for his or her aunt or uncle, niece or nephew. Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the Ontario *Human Rights Code*, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.
- (e) An employee will not be eligible to receive payment for any period in which she is receiving any other payments. For example, holiday pay or sick pay.

### 10.04 Court Attendance

The Employer agrees to pay any employee who is summoned and legally required to appear as a juror, Crown witness or witness in a case arising from her or his employment, the difference between her or his earnings and the salary she or he would have realized had she or he worked her or his normal tour. This will be effected by the employee repaying the amount of fees received (less expenses) to the Employer, and the Employer shall keep her or his pay whole. If three (3) hours or more are spent on such duty, then the employee shall not be required to work on the day of such duty. Any replacement employee filling in for the employee called for jury duty will not be cancelled.

### 10.05 Professional Meetings

Leave of absence with pay and without loss of seniority may be granted to employees for the purpose of attending professional meetings, conference or seminars relating to nursing. On successful completion of courses pre-authorized in writing by the Employer, the normal tuition costs shall be reimbursed to the employee by the Employer.

10.06 Leave for Special Purposes

Leave of absence for up to one (1) year without pay and without loss of seniority may be granted by the Employer to employees who accept a position with a recognized health organization.

- 10.07
- (a) Leave of absence with or without pay and without loss of seniority may be granted to any employee who wishes to enrol in a post-graduate course, certificate or degree course from a university or community college, which is related to nursing.
  - (b) When required by a certifying body to update an employee's qualifications, except where this matter is covered by another provision of the collective agreement, the Employer shall grant leave of absence with or without pay which shall include the time required to write any examinations. In each calendar year, the Employer shall grant a minimum of two (2) days to each employee requesting same for such purposes.
  - (c) An employee will be granted time off under this provision provided that she or he provides the Employer with a minimum of two (2) weeks notice and provided that a replacement employee can be scheduled by the Employer.

10.08 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The employee 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 employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employees shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with tours worked [hours worked for employees whose regular hours of work are other than the standard work day] towards the probationary period provided in Article 9.02 to a maximum of thirty (30) tours [two hundred and twenty-five (225) hours for employees whose regular hours of work are other than the standard work day].

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

- (e) The Employer may request an employee 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 Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee 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 unemployment benefit. That benefit will be equivalent to the difference between eighty four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee'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 employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration of severance pay benefits are not reduced or increased by payments received under the Plan.
- (g) Part-timers will be provided with percentage in lieu of benefits in accordance with Article 18.07 while on pregnancy leave.

#### 10.09

##### Parental Leave

- (a) An employee 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) An employee who has taken a pregnancy leave under Article 10.08 is eligible to be granted a parental leave in accordance with the Employment Standards Act.

In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (c) The employee shall be reinstated to her or his former position, unless her or his former position has been discontinued, in which case she or he shall be given a comparable job.
- (d) Employees newly hired to replace employees 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 Employer, in a permanent

position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with tours worked [hours worked for employees whose regular hours of work are other than the standard work day] towards the probationary period provided in Article 9.02 to a maximum of thirty (30) tours [two hundred and twenty-five (225) hours for employees whose regular hours of work are other than the standard work day]. The Employer will outline, to employees 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 Employer's Supplemental Benefit (SUB) Plan, an employee 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 unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her or his regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer 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 employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee'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 employee does not have any vested right except to receive payments for the covered unemployment period. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

- (f) Part-timers will be provided with percentage in lieu of benefits in accordance with Article 18.07 while in receipt of parental top-up.

#### 10.10

##### Prepaid Leave Plan

Victoria Manor agrees to introduce a prepaid leave program funded solely by the employee, subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' 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 employee must make written application to the Director of Care at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined by the parties. The year for purposes of the program shall be

September 1st of one year to August 31st of the following year or such other twelve (12) month period as may be agreed upon by the employee, the Local Union and the Employer.

- (d) Written applications will be reviewed by the Director of Care or her or his designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her or him until the year of the leave or upon withdrawal from the Plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of 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 the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which she or he is participating. Contributions to the Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to Victoria Manor. Deferred salary plus accrued interest, if any, less applicable statutory deductions, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, less applicable statutory deductions, will be returned to the employee within a reasonable period of time. In case of an employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, less applicable statutory deductions, paid out to her or him within a reasonable period of time.

- (l) The employee will be reinstated to her or his former position unless the position has been discontinued, in which case she or he shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
  - i) A statement that the employee is entering the pre-paid leave program in accordance with Article 10.10 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 employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

#### **ARTICLE 11 - SICK LEAVE**

- 11.01 All full-time employees shall be covered by the City of Kawartha Lakes, short term disability program at no cost to the employees. The Employer shall pay 100% of the premium costs for the provision of a long-term disability program for full-time employees, who have successfully completed their probationary period at no cost to the employees. These employees will be provided with an outline of such programs.
- 11.02 A full-time employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance benefits for a period longer than one complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefits she or he would receive from the Workplace Safety and Insurance Board if her or his claim was approved, or the benefit to which she or he would be entitled under the short term sick portion of the disability income plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.
- 11.03 When an employee has completed a minimum four (4) hours worked of her or his regularly scheduled tour prior to going on sick leave benefits or Workplace Safety and Insurance Board benefits, she or he shall be paid for the balance of the tour at her or his regular straight time hourly rate.

#### 11.04 Modified Work

- (a) The Employer will notify the Bargaining Unit President or designate of the names of all employees who go off work for any reason for an extended period of time.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Employer will notify and where possible, meet with the local representative, and at his or her request the staff representative of the Ontario Nurses' Association, to discuss the circumstances surrounding the employee's return to modified work.
- (c) The Employer agrees to provide the Union and the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time it is sent to the Board.

### **ARTICLE 12 - PAID HOLIDAYS**

12.01 All full-time employees shall receive the following holidays with pay:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
2nd Monday in June	Christmas Day
Canada Day (July 1st)	Boxing Day

Any part-time employee shall receive holiday pay in accordance with the Employment Standards Act if she or he meets the qualifying criteria of the legislation.

12.02 When a full-time employee works on a holiday, she or he shall receive premium pay at the rate of time and one-half (1½) for all scheduled hours worked on such holiday, and shall receive another day off with pay at her or his regular rate of pay at a mutually agreeable time. Hours worked above the scheduled hours shall be paid for under the terms of section 16.04 below.

12.03 Employees working on the extended tour shall receive time and one-half (1½) for all regularly scheduled hours worked on a paid holiday.

12.04 When a part-time employee works on any of the above holidays, she or he shall receive time and one-half (1½) for all regularly scheduled hours worked on such holiday.

12.05 The premium payment for the above holidays applies to tours during which the majority of hours worked are on the day that the holiday occurs.

12.06 When Remembrance Day, Christmas Day or Boxing Day fall within a full-time employee's vacation period, it shall be added to the end of her or his vacation, or on a day off when it shall be scheduled concurrently with a weekend, or at a time selected by the employee and approved by the Director of Care, which shall be

within sixty (60) days following the holiday. This limit may be extended or waived by mutual agreement of the employee and the Director of Care.

12.07 The Employer shall attempt to effect the following scheduling conditions:

- (a) Unless an employee requests otherwise, when she or he is scheduled off on a Paid Holiday which occurs on a Monday or a Friday, she or he shall be scheduled off the Saturday and Sunday in conjunction with such holiday.
- (b) Unless an employee requests otherwise, when she or he is scheduled to work on a Paid Holiday which occurs on a Monday or a Friday, she or he shall also be scheduled to work the Saturday and Sunday.

12.08 An employee may accumulate her or his lieu days, which may be taken at her or his request, singularly or consecutively, or may be added to her or his vacation, provided such request is approved by the Director of Care or her or his designate.

**ARTICLE 13 – VACATIONS**

13.01 Full-Time Employees

Full-time employees shall be entitled to vacation with pay based on length of employment [as at January 1st in any year,] as follows:

Less than 1 year of employment	1.25 days for each month of service at their regular rate, not to exceed 15 working days
1 year but less than 3 years of employment	3 weeks with pay at the regular rate
3 years or more of employment	4 weeks with pay at the regular rate
12 years or more of employment	5 weeks with pay at the regular rate
20 years of employment	6 weeks with pay at the regular rate
25 years of employment	7 weeks with pay at the regular rate

13.02 Part-Time Employees

Part-time employees shall be entitled to vacation with pay based on the following:

- (a) Less than 4,500 paid hours                      6% of gross earnings

More than 4,500 hours but less than 18,000 hours	8% of gross earnings
More than 18,000 hours but less than 30,000 hours	10% of gross earnings
More than 30,000 hours but less than 37,500	12% of gross earnings
37,500 hours or more	14% of gross earnings

- (b) For administrative purposes, the percentage will be based on gross earnings for each calendar year;
- (c) Part-time employees will receive their vacation pay on each pay as earned.

## 13.03

Extended Tours

Vacations shall be pro-rated for employees working extended tours as follows:

Less than 1 year of employment	9.375 hours per month of employment, not to exceed 112.5 hours
1 or more years but less than 3 years	3 weeks (112.5 hours ÷ 11.25 = 10 extended tours)
3 or more years of employment	4 weeks (150 hours ÷ 11.25 = 13.3 extended tours)
12 or more years of employment	5 weeks (187.5 hours ÷ 11.25 = 16.6 extended tours)
20 or more years of employment	6 weeks (225 hours ÷ 11.25 = 20 extended tours)
25 or more years of employment	7 weeks (262.5/11.25 = 23.3 extended tours).

## 13.04

- (a) Normally, Vacations will not be granted during the period of December 15 to January 7. However, requests shall be considered on an individual basis and shall be determined given due consideration for the safe and efficient operation of the Nursing Home. The allocation of vacations shall be in accordance with seniority, but the Employer shall determine how many employees may be on vacation at any one (1) time. Vacation quotas shall not be unduly restrictive.
- (b) In the event of conflict, seniority shall govern with respect to the scheduling of vacation.

- (c) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.

13.05 An employee is expected to use up all her or his vacation entitlement by December 31st of the year for which it has been earned. Vacation entitlement which has not been scheduled or remains outstanding at December 1st of the entitlement year, shall be paid out in the last full pay period of December.

13.06 An employee who transfers from full-time to part-time, or vice versa, shall have the option of being paid for all accrued vacation pay up to the time of transfer, or being credited with earned vacation up to the time of transfer, which shall be taken as fitted into the scheduled vacation established for that year.

13.07 (a) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

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

(c) Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 10.03.

(d) 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 14 – BENEFITS**

### 14.01 Extended Health Care

The Employer agrees to contribute one hundred percent (100%) of the billed premium for each full-time eligible employee for extended health care plan with a thirty-five cent (35¢) prescription drug plan. This shall include vision three hundred and fifty dollars [\$350.00] over twenty-four [24] months) with ability to use coverage for laser surgery and hearing coverage.

Provide for an annual four hundred dollars \$400.00 cap per service per insured person for chiropractic, massage and physiotherapy with no per visit caps and one eye exam per insured person up to one hundred \$100 every 24 months.

### 14.02 Life Insurance with AD&D

All full-time employees shall be covered at no cost to them, by the Group Insurance Plan of the City of Kawartha Lakes. This includes Life Insurance with AD&D at two times (2x) annual salary to the next highest thousand dollars. All employees will be provided with an outline of this coverage.



14.03 Dental

The Employer agrees to contribute seventy-five percent (75%) of the billed premium under Blue Cross #9 Dental Plan or its equivalent, based on the current O.D.A. fee schedule as that schedule is amended from time to time, for each eligible full-time employee.

NOTE: Dental visits will be revised to reflect a visit every nine (9) months for adults and six (6) months for dependent children.

14.04 Bridges & Crowns

The Employer agrees to contribute 100% of the billed premium towards bridges, crowns, implants, and in-lays at 50% co-insurance up to a one thousand five hundred dollars (\$1,500) cap annually .

14.05 Pension Plan

Every full-time employee shall join the Ontario Municipal Employees Retirement System (OMERS) Pension Plan. Contributions shall be made equally by the Employer and the employee based on the requirements of the Plan. Such pension to be integrated with the Canada Pension Plan.

14.06 Retiree Benefits

Any full-time employee may purchase extended health care coverage, inclusive of drugs, provided they fund the applicable premiums (employee and employer share), have a minimum of ten (10) years of service and qualify for OMERS eligibility. This coverage shall be available for a maximum of ten years or to age sixty five (65), whichever occurs first.

14.07 Benefits Over Age 65

Notwithstanding Articles 11 and 14, full-time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- (a) 11.01
- (b) 14.01 EHC
- (c) 14.02 Reduce Life Insurance by 50% to the equivalent of one times (1X) salary (one-half AD&D where such a provision exists)
- (e) 14.03 Dental

In any event, once an employee reaches age 70 and she continues to be employed she shall automatically be placed on the percentage-in-lieu as per Schedule "A" for all items now included in the payment.

## **ARTICLE 15 - HOURS OF WORK**

- 15.01 (a) A normal tour shall be composed of seven and one-half (7½) hours exclusive of an unpaid one-half (½) hour lunch.
- (b) The normal bi-weekly period shall be composed of seventy-five (75) hours per two (2) consecutive week period.

Employees working on seven and one-half (7½) hour tours receive a paid fifteen (15) minute break during each half-shift at times designated by the Employer.

- 15.02 Normally there shall be a turnover period at the end of each shift of fifteen (15) minutes' duration. Should the turnover period extend beyond this period of time, then overtime shall apply to the total period of time in excess of the daily hours.

- 15.03 Requests for change in posted time must be submitted in writing and co-signed by the employee willing to exchange days off or tours of duty. In any event, it is understood that such an exchange of a tour of duty initiated by the employee and approved by the Employer shall not result in overtime compensation or payment for the Employer.

- 15.04 (a) Employees will seek advanced permission from the Manager on Call, or the designate, prior to working any overtime. Where the Employee determines that overtime is required in order to follow care through in accordance with the College of Nurses standards of practice, such time may be worked with notification to the Manager on Call as soon as practicable.
- (b) Full-time employees who work overtime may, with the consent of the Employer, be granted time off in lieu thereof as arranged between the employee and her or his immediate supervisor.
- (c) All time off in lieu granted in accordance with the Collective Agreement shall be scheduled off or exhausted in the year which it was earned. Any time off in lieu credits which have not been scheduled or remain outstanding at December 1<sup>st</sup> of each year shall be paid out in the last full pay period of that year.

- 15.05 Scheduling - Full-time Employees Only [Seven and One-Half (7½) Hour Tours Only]:

- (a) (i) Employees shall be entitled to receive one of two (2) weekends off.
- (ii) In the case of a full-time employee, days off will be scheduled on the basis of an average of four (4) days off in each two (2) week period.
- (iii) Schedules will be posted two (2) weeks in advance and shall cover a six (6) week period.
- (iv) There shall be no split tours;
- (v) An employee shall not be required to work more than seven (7) consecutive days;

- (vi) There shall be a minimum of sixteen (16) hours between changes of tour;

b) Christmas/ New Year's Scheduling

The Employer shall endeavour to schedule an employee off for at least four (4) consecutive days off at either Christmas or New Year's.

Time off at Christmas shall include Christmas Eve evening and Christmas Day.

Time off at New Year's shall include New Year's Eve evening and New Year's Day.

Employees shall be scheduled off for Christmas or New Year's each year unless either holiday falls on a regularly scheduled day off. The effected schedules may be interrupted during this Christmas/New Year's period.

15.06 Scheduling - Part-time (A) Employees Only [Seven and One-Half (7½) Hour Tours Only]:

For part-time (A) employees, Victoria Manor will endeavour to schedule one (1) weekend off in two (2):

- (a) Schedules will be posted two (2) weeks in advance and shall cover a six (6) week period.
- (b) No split tours.
- (c) Victoria Manor will endeavour to not schedule employees to change tours more than once per week unless mutually agreed to.
- (d) Victoria Manor will endeavour to not schedule employees to work more than three (3) consecutive tours unless by mutual agreement.
- (e) There shall be a minimum of sixteen (16) hours between changes of tour.

The Employer shall endeavour to schedule an employee off for at least four (4) consecutive days off at either Christmas or New Year's.

Time off at Christmas shall include Christmas Eve evening and Christmas Day.

Time off at New Year's shall include New Year's Eve evening and New Year's Day.

Employees shall be scheduled off for Christmas or New Year's each year unless either holiday falls on a regularly scheduled day off. The effected schedules may be interrupted during this Christmas/New Year's period.

Scheduled part-time (A) employees will be scheduled as required by the Employer, to work a minimum of eight (8) tours of duty per month for twelve (12) calendar months of the year, excluding vacation, which must include December and July or August. These employees must also be available for a minimum of two (2) call-in shifts per month, if required provided that the non-scheduled part-time employees are called-in first [1<sup>st</sup>]. When progressing through the rotating call-in list, non-

scheduled employees will not be offered more than two (2) call-in tours in any week unless no scheduled part-time is available to work.

15.07 Scheduling – Part-time (B) Employees Only [Seven and One-Half (7 ½) Hour Tours Only]:

Part-time (B) employees will be scheduled as required by the Employer, to work a minimum of four (4) tours of duty per month, as assigned, for twelve (12) calendar months of the year which must include December and July or August. These employees must also be available for at least one (1) weekend per month and a minimum of one (1) call-in shift per month, if required provided that the non-scheduled part-time (A) employees are called-in first [1<sup>st</sup>]. When progressing through the rotating call-in list, non-scheduled employees will not be offered more than one (1) call-in tour in any week unless no scheduled part-time is available to work.

15.08 The Employer shall not be liable for any weekend premium costs where a rotation change has occurred as a result of an employee changing shifts.

15.09 All call-in tours will be offered first (1st) in order of seniority and hours worked to the part-time (A), then to part-time (B) who can perform the work at a straight time rate of pay and then to casual. Only if the tour cannot be filled via this mechanism, shall the Employer request the employees who would perform the work at a premium rate of pay to do so, first offered based on seniority to full-time employees then part-time (A) and then part-time (B) and then to casual.

15.10 Extended Tours

The terms and provisions of the Collective Agreement apply to extended tours except the following:

(a) The normal hours of work shall be seventy-five (75) hours over fourteen (14) days.

(b) There shall be forty-five (45) minutes of paid break time for each extended tour.

There shall be forty-five (45) minutes of paid meal break time for each extended tour.

(c) Probationary Period

The probationary period for employees working the extended tours shall be four hundred and fifty (450) hours or forty (40) extended tours.

(d) Union Business

There shall be no proration of tours for the purposes of Union business.

(e) Paid Holidays

i) The Employer shall recognize the twelve (12) paid holidays as set out in the Collective Agreement for employees working extended tours.

- ii) Employees working the extended tour who are entitled to a lieu day as set out in the Collective Agreement shall receive a seven and one-half (7½) hour lieu day off.

(f) Scheduling of Hours of Work

Scheduling of extended tours shall be in accordance with the following:

- i) No split tours;
- ii) No more than three (3) consecutive extended tours shall be scheduled unless by mutual agreement;
- iii) At least two (2) consecutive days off shall be scheduled;
- iv) An employee shall receive every other weekend off;
- v) An employee shall not be required to work more than two (2) weeks of nights to be followed by at least two (2) weeks of the day shift;
- vi) At least forty-eight (48) consecutive hours off to be scheduled following night shifts;
- vii) Employees shall continue to be allowed to exchange days off or tours of duty.
- viii) The Employer may schedule a seven and one-half (7½) hour balancing tour once in any two (2) week period if it desires to have employees work no more than seventy-five (75) hours in such two (2) week period.

If a seven and one-half (7½) hour balancing tour is scheduled, employees working extended tours shall be assured of not more than seventy-five (75) hours' work in a two (2) week period. The provisions of Article 16.01 shall apply to extended tours.

- ix) Extended tours may be discontinued in the bargaining unit by the Employer or the Union when:
  - A) Fifty percent (50%) of the employees in the unit so indicate by secret ballot, or
  - B) Victoria Manor because of:
    - 1) Adverse effects on resident care.
    - 2) Inability to provide a workable staffing schedule, or
    - 3) Other bona fide reasons of Victoria Manor Management, states its intention to discontinue extended tours.

### 15.11 Innovation Scheduling

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

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

### 15.12 Self Scheduling

The Home and the Union may agree to implement a self-scheduling process. Self-scheduling is the mechanism by which employees in a Home create their own work schedules. The purpose of self scheduling is to improve job satisfaction and quality of work life for the participating employees. Self scheduling requires a collaboration of employees and management to ensure proper coverage of the Home and to meet the provisions of the Collective Agreement. It is agreed that self scheduling will be negotiated locally by the Home and the Union and will include a trial period.

Each Home must have the majority agreement of the full-time and part-time employees who vote on the issue to agree on a trial period of up to six months.

Once the trial period is complete, each Home must have a minimum of 66 ⅔% agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.

## **ARTICLE 16 – PREMIUM PAY**

- 16.01 When an employee has completed her or his regularly scheduled tour and left Victoria Manor, and is called in to work outside her or his regularly scheduled working hours, she or he shall receive time and one-half (1½) her or his regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours' pay at time and one-half (1½) her or his regular straight time hourly rate, except to the extent that such three (3) hour period overlaps or extends into her or

his regularly scheduled shift. In such a case, she or he will receive time and one-half (1½) her or his regular straight time hourly rate for actual hours worked up to the commencement of her or his regular shift.

16.02 Time and one-half (1½) the employee's hourly rate will be paid a full-time employee as follows, subject to section 15.02:

- (a) For all work performed in excess of the daily hours in a twenty-four (24) hour period;
- (b) For all work performed as the result of change in a posted schedule by the Employer without forty-eight (48) hours' notice;
- (c) For all work performed after seven (7) consecutive tours without two (2) days off until such days off are granted.
- (d) For all work performed in excess of seventy-five (75) hours per two (2) consecutive week period.

16.03 Subject to 15.02, part-time employees shall be paid time and one-half (1½) their hourly rate for all work performed in excess of the daily hours in a twenty-four (24) hour period, or in excess of seventy-five (75) hours per two (2) consecutive week period.

16.04 When an employee works on a day for which she or he receives time and one-half (1½), and she or he is required to work additional hours following her or his full tour on that day, she or he shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.

- 16.05
- (a) In the event that a full-time employee is not scheduled one (1) weekend off in two (2) the employee will be paid for the second [2<sup>nd</sup>] and subsequent consecutive weekends of duty at the rate of one and one-half (1½) her or his regular salary.
  - (b) A part-time employee will be paid for a third [3<sup>rd</sup>] and subsequent consecutive weekend of duty at the rate of time and one-half (1½) her or his regular salary.
  - (c) Premium payment shall not apply where:
    - i) such weekend or subsequent consecutive weekend of duty has been worked by the employee to satisfy specific days off requested by such employee; or
    - ii) such employee has requested only weekend work; or
    - iii) such weekend is worked as a result of an exchange of shifts with another employee.
  - (d) If an employee has no work during the week ending in a third [3<sup>rd</sup>] weekend of work, that employee may be requested to work on such weekend without premium pay.

16.06 Extended Tours

Premium payment shall be paid as follows:

- (a) Work in excess of 11.25 hours in a standard day or seventy-five (75) hours in a pay period shall be compensated at the rate of time and one-half (1½) the employee's regular straight time hourly rate.
- (b) When a full-time employee works on her or his day(s) off, such employee will be compensated at the rate of time and one-half (1½) her or his regular straight time hourly rate.
- (c) An employee shall be paid double her or his regular straight time rate for all work performed in excess of 11.25 hours on any tour for which she or he receives time and one-half (1½) her or his regular straight time rate.
- (d) If the Employer fails to schedule a period of twelve (12) consecutive hours off between tours of duty, the Employer will pay to the employee time and one-half (1½) her or his regular straight time rate for the following tour of duty worked.
- (e) If the employee is required to work in excess of three (3) consecutive days, she or he shall be paid time and one-half (1½) for all days scheduled in excess of three (3) consecutive days, until a day off is scheduled.
- (f) If the Employer schedules a split tour, the Employer shall be required to pay to the employee time and one-half (1½) for working such tour.

Time and one-half (1½) shall be paid for all work performed on an employee's second [2<sup>nd</sup>] consecutive and subsequent weekend worked, until a weekend off is scheduled.

16.07 Shift Premium

A nurse shall be paid a shift premium of two dollars (\$2.00) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and twenty-five cents (\$2.25) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift.

This premium shall not form part of an employee's hourly rate for calculation of overtime.

16.08 Weekend Premium

A weekend premium of two dollars and forty cents (\$2.40) per hour shall be paid for hours worked between 2300 hours on a Friday and 2300 hours on a Sunday.

16.09 Responsibility Pay

- (a) An employee who is assigned the responsibility of relieving the Director of Care shall be compensated at the rate of one dollar and thirty-five cents



(\$1.35) per hour, in addition to her or his salary, hour differential and any other applicable premium.

- (b) When an employee is in charge of the building on any shift, she or he shall be paid a responsibility allowance one dollar and sixty-five cents (\$1.65) per hour, in addition to her or his salary, tour differential and any other applicable premiums.

- 16.10 All time worked which is eligible for premium pay or time in lieu credits must be approved by the Director of Care or designate.
- 16.11 There shall be no duplication or pyramiding of hours worked for the purpose of computing premium pay or other premium payment.

### **ARTICLE 17 – MISCELLANEOUS**

- 17.01 The Employer agrees to provide a bulletin board for the Union's use.
- 17.02 A copy of the Collective Agreement will be provided to each employee. Cost of printing the contract will be on a fifty-fifty (50/50) basis.
- 17.03 Prior to effecting any changes in the Employer's policies or rules, which would affect employees covered by this Agreement, the Employer will discuss such proposed changes with the Union.

### **ARTICLE 18 – COMPENSATION**

- 18.01 Attached and forming part of the Collective Agreement are the salary schedules covering full-time and part-time employees.
- 18.02 Annual increments shall be payable to each full-time employee on their anniversary date of employment, and after each fifteen hundred (1,500) hours in the case of part-time employees.
- 18.03 A nurse with temporary registration in the employ of the Employer, upon presenting proof of current registration by the College of Nurses of Ontario, shall be given the salary of Registered Nurse, as provided in the schedule, retroactive to the date of successfully passing the registration examination, or to the date of last hire, whichever is later.
- 18.04 Claim for recent related clinical experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall co-operate with the Employer by providing verification of previous experience so that her or his recent related clinical experience may be determined and evaluated during her or his probationary period. Having established the recent related clinical experience, the Employer will credit a new employee with one (1) annual service increment for every year of experience up to the maximum of the salary grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service.

If a period of more than two (2) years has elapsed since the employee 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 Employer.

- 18.05 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay, providing any such meeting shall not delay the implementation of the new classification. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with this Collective Agreement. Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.
- 18.06 An annual clothing allowance of ninety dollars (\$90.00) for full-time employees and sixty dollars (\$60.00) for part-time employees will be paid in the first [1st] full pay period in January, to all such employees with over three (3) months service, to purchase a uniform acceptable to the Employer. A new employee after four hundred and fifty (450) hours of service shall receive an amount pro-rated from the completion of three (3) months service to December 31<sup>st</sup> of that year.
- 18.07 (a) A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or part by the Employer as part of direct compensation or otherwise, save and except wages, vacation pay, tour differential, responsibility allowance, court attendance, bereavement pay, uniform allowance, reporting pay and standby pay) an amount of thirteen percent (13%) applied to the straight time hourly rate applicable to all hours worked.
- Part-time Registered Nurses will have the option of purchasing Extended Health Care benefits, Dental and Life, as provided in Article 14.01, 14.02 (excluding AD&D) and 14.03. The Part-Time Registered Nurse's election as to whether to purchase this package of benefits shall be made on or before September 15, 2004, or upon completion of the probationary period for all new hires, at which time the employee will complete a form authorizing a monthly payroll deduction to entirely fund such coverage (benefits eligibility shall commence the month following such deduction). A Registered Nurse who opts into plan coverage and later exits will only be allowed to opt back in pursuant to the Corporation's contract of insurance, and the Insurance Carrier's rules and regulations, as amended.
- (b) For part-time employees who participate in OMERS, the applicable percentage in lieu shall be reduced to nine percent (9%).

## **ARTICLE 19 - PROFESSIONAL RESPONSIBILITY**

- 19.01 The parties agree that resident care is enhanced if concerns relating to professional practice and workload are resolved in a timely and effective manner, as set out below;

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

- (a) At the time the workload issue occurs, discuss the issue within the Home to develop strategies to meet resident care needs using current resources.

If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Home who has responsibility for timely resolution of workload issues.

Failing resolution at the time of occurrence of the workload issue, complain in writing to the Union-Management Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Union-Management Committee shall convene a meeting of the Union-Management Committee within twenty (20) calendar days of the filing of the complaint. The Union-Management Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

The Employer will provide a written response to the Union, with a copy to the ONA representation within ten (10) calendar days.

- iii) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.
- iv) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.
- v) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an Independent Assessment Committee composed of three (3) Registered Nurses; one chosen by the Ontario Nurses' Association, one chosen by the Home and one chosen from a panel of independent Registered Nurses who are well respected within the profession. The member of the Committee chosen from the panel of Independent Registered Nurses shall act as Chairperson.
- vi) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Independent Assessment Committee shall report its findings, in writing, to the parties within twenty (20) calendar days following the completion of its hearing.
- (b) i) The list of the Assessment Committee Chairpersons is attached as Appendix "A".

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.

Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she or he would not be suitable due to a conflict of interest with Victoria Manor, the next person on the list will be approached to act as Chairperson.

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.
- (c) i) Time limits fixed in this process may be extended only by written, mutual consent of the parties.
- ii) In all steps of this process, either party may be accompanied by or represented by their Union or Employer representative.

## 19.02

### Orientation

An orientation program will be provided to all new employees. A newly hired employee shall not be placed in charge until she has been fully oriented to the home.

The following minimums shall be observed in the orientation/familiarization of a newly hired employee:

- (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.
- (b) The period of orientation/familiarization shall be for a minimum of five (5) days or such greater period that the Employer deems necessary.
- (c) She shall be an additional employee to the usual staffing pattern.
- (d) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.
- (e) The employee may request up to three (3) additional days of paid orientation. When making her request, the employee will specify her learning needs and discuss with the Director of Care the development of the orientation learning plan. This request will not be unreasonably denied.

19.03 In-Service

Victoria Manor will endeavour to provide in-service programs related to the requirements of Victoria Manor. Available programs will be posted and Victoria Manor will endeavour to provide employees with opportunities to attend such programs during their regularly scheduled working hours.

When an employee is required by the Employer to attend any in-service program or e-learning within the Home during her or his regularly scheduled working hours the employee shall suffer no loss of regular pay.

**ARTICLE 20 - EMPLOYEE FILES**

20.01 A copy of any completed evaluation which is to be placed in an employee's file shall first [1<sup>st</sup>] be reviewed with the employee. The employee shall initial such evaluation as having been read and shall have an opportunity to add her or his views to such evaluation prior to it being placed in her or his file. A copy of the evaluation will be provided to the employee at her or his request.

Each employee shall have reasonable access to her or his personnel files for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of her or his supervisor.

20.02 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction, provided the employee's record has been discipline-free for such eighteen (18) month period.

**ARTICLE 21 – DURATION**

21.01 This Agreement shall be effective from April 1, 2016 and shall continue in full force and effect up to and including March 31, 2018. If either party desires to modify or amend this Agreement, it shall give the other party notice, in writing, not earlier than ninety (90) days before the expiry date of its election to do so.

**SIGNING PAGE**

Dated at Kingston Ontario this 10<sup>th</sup> day of March, 2018.

**FOR THE EMPLOYER**

**FOR THE UNION**

“Jennifer Vanderburg” \_\_\_\_\_

“Catarina Barroso” \_\_\_\_\_  
Labour Relations Officer

“Pamela Kulas” \_\_\_\_\_  
Administrator

“Christine Mackie” \_\_\_\_\_  
Bargaining Unit President

“Jamey Coons” \_\_\_\_\_  
H. R. Generalist

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SALARY SCHEDULES**

A.01 Employees shall be compensated in accordance with the following salary grid;

**REGISTERED NURSE**

<b>Classification – Registered Nurse</b>		
<b>Step</b>	<b>April 1, 2016</b>	<b>April 1, 2017</b>
Start	\$31.45	\$32.21
1 Year	\$31.91	\$32.36
2 Years	\$32.45	\$32.90
3 Years	\$34.04	\$34.52
4 Years	\$35.65	\$36.15
5 Years	\$37.66	\$38.19
6 Years	\$39.68	\$40.24
7 Years	\$41.72	\$42.30
8 Years	\$44.68	\$45.31
25 Years	\$45.47	\$46.11

A.02 These rates are exclusive of the applicable percentage in lieu of fringe benefits, in accordance with Article 18.07. For the purposes of progression on this grid a part-time employee shall be credited with a year of service for every fifteen hundred (1500) hours of work.

**APPENDIX "A"**

**ASSESSMENT COMMITTEE**

**CHAIRPERSONS – NURSING ASSESSMENT COMMITTEE**

The following nurses have allowed their names to stand as Chairpersons - Nursing Assessment Committees - in the above named sector:

1. Ms. Gayle Mackay  
56 Deerfoot Trail  
R.R. # 4  
Huntsville, ON P1H 2J6
  
2. Carol Anderson  
16151 Old Simcoe Road  
Port Perry, ON L9L 1P2  
Tel : 905-982-1366  
Email: carola@bell.net  
905-525-9140
  
3. Ms. Claire Mallette  
354 Health, Nursing & Environmental Building  
4700 Keele St.  
Toronto ON, M3J 1P3  
Email: [emallett@yorku.ca](mailto:emallett@yorku.ca)  
Phone: (416) 736-2100 x 44541  
Cell: (289) 439-2771

The selection of the Chairperson shall be in rotation and by numerical order commencing with Number 1 above.



**LETTER OF UNDERSTANDING**

Between:

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES,  
VICTORIA MANOR**  
(hereinafter referred to as the 'Employer')

And:

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

The Employer may use the services of "Agency Nurses" provided the following process has been followed:

1. Victoria Manor Registered Nurses will be provided with the four-week schedule fourteen days in advance of the first day of work on the schedule.
2. Within seven (7) days of receiving the schedule, Victoria Manor Registered Nurses may select shifts still vacant on the schedule.
3. On the eighth day, the Employer may engage the services of "Agency Nurses" to fill any shifts remaining vacant in the first week of the schedule.
4. The seven-day time frame shall apply throughout the four-week schedule, such that the Employer will continue to engage the services of "Agency Nurses" seven days in advance of a week containing vacant shifts that have not been picked up by Victoria Manor Registered Nurses.
5. The Employer may engage "Agency Nurses" when shifts become vacant due to illness or other unforeseen leave if Victoria Manor Registered Nurses do not pick up such shifts.

Dated at Kingston Ontario this 10<sup>th</sup> day of March, 2018.

**FOR THE EMPLOYER**

**FOR THE UNION**

"Jennifer Vanderburg" \_\_\_\_\_

"Catarina Barroso" \_\_\_\_\_  
Labour Relations Officer

"Pamela Kulas" \_\_\_\_\_  
Administrator

"Christine Mackie" \_\_\_\_\_  
Bargaining Unit President

"Jamey Coons" \_\_\_\_\_  
H. R. Generalist

\_\_\_\_\_