

**COLLECTIVE AGREEMENT**

Between:

**THE CORPORATION OF THE COUNTY OF LENNOX AND ADDINGTON  
JOHN M. PARROTT CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION  
Full-time and Part-time**

**Expiry: March 31, 2020**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish by mutual agreement an orderly collective bargaining relationship between the Employer and the employee's concerned and to provide for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all employee's with the bargaining unit.
- 1.02 It is recognized that the employee's wish to work together with the Employer to secure the best possible nursing care and health protection for residents.
- 1.03 The Employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all Registered Nurses employed in a nursing capacity by the Corporation of the County of Lennox & Addington at the John M. Parrott Centre in the Town of Greater Napanee, save and except the Assistant Manager of Nursing Services or her designate and persons above the rank of Assistant Manager of Nursing Services or her designate.
- 2.02 A full time employee is an employee who is regularly scheduled to work thirty-seven and one-half (37 and 1/2) hours per week.
- A regular part time employee is an employee who regularly works less than full-time hours.
- 2.03 A Registered Nurse is defined as a person who holds a Certificate of Registration from the College of Nurses of Ontario, in accordance with the *Regulated Health Professions Act*, as amended. A photocopy of an employees' receipt for their Certificate of Registration will be provided to the Employer for insertion on the employee's personnel file by February 15th for the current year.
- 2.04 The word "Employees" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- Wherever the collective agreement makes a reference to "registered nurses" and/or "graduate nurses" such references shall be amended to reflect the appropriate designation established by the *Regulated Health Professions Act*.
- 2.05 Whenever the feminine pronoun is used in this Agreement it includes the masculine and non-binary pronoun, where the context so requires. Where the singular is used, it may also be deemed to mean the plural.
- 2.06 **Minimum Staffing**
- (a) 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 March 31, 1999.

- (b) In the event the Employer cannot meet their commitment, it shall so notify the Union and fully disclose the reasons thereof.
- (c) If the failure to staff is a legitimate recruitment issue, there shall be no violation of this Agreement. The Employer will make best efforts to recruit a replacement.
- (d) Further, if there is a significant reduction in beds, occupancy levels or funding below the levels in effect as of March 31, 1999, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is no greater than necessary to offset the funding reduction.
- (e) It is understood that this provision does not restrict the exercise of management's rights to make staffing and work assignment decisions on a day-to-day basis.
- (f) If there is any other reason for the failure to staff in accordance with this article, the Union and Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.
- (g) The Arbitrator/Arbitration Board will have authority to determine whether the reduction in staffing was appropriate and shall have jurisdiction to award an effective remedy.
- (h) The assignment of patient 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 3 - MANAGEMENT FUNCTIONS**

- 3.01 The Union recognizes and acknowledges that the management of the Home and direction of the employees are fixed exclusively with the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order and efficiency;
  - (b) Hire, promote, demote, classify, transfer, suspend, assign, retire, direct, layoff, recall employees and to discipline or discharge any employee, and it is provided that a claim by an employee who has acquired seniority that she/he has been disciplined or discharged without just cause may be the subject matter of a grievance in this Agreement.
  - (c) Make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees;

- (d) Determine the nature and kind of operations conducted by the Employer, and the equipment and materials to be used, the number of personnel required; the method of doing the work and work assignments.

3.02 The Employer shall not exercise its rights in a manner that is inconsistent with the Collective Agreement.

3.03 The Union and the Employer shall administer the Collective Agreement in a fair and reasonable manner.

#### **ARTICLE 4 - NO DISCRIMINATION**

4.01 The Employer and the Union agree that there will be no harassment, discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her/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/his rights under the Collective Agreement.

4.02 The Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practised with respect to any employees by reason of age, race, creed, colour, national origin, religion, political affiliation, sexual orientation, sex, marital status, gender identity, gender expression or any grounds prohibited by the *Human Rights Code* of Ontario.

An employee who believes she/he has been discriminated against or harassed contrary to this provision may file a grievance under Article 8 of this Agreement. This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

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

4.03 "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 & Safety Act*, Sec. 1 (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, family status, gender identity, gender expression or handicap. 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 of sex by his or her employer or by another employee. ref: *Ontario Human Rights Code*, Sec. 7(2)

- (c) Every person has a right to be free from,

- i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
  - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person. ref: *Ontario Human Rights Code*, Sec. 7(3)
- (d) 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 in Article 8 – Grievance and Arbitration Procedure of the Collective Agreement.
- (e) Reasonable action taken by the employer or supervisor relating to the management and direction of workers of the workplace is not workplace harassment.

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

#### 4.04 Violence in the Workplace (includes Verbal Abuse)

The local parties will consider through the Occupational Health & Safety Committee, appropriate measures to address violence in the workplace, which may include, among other remedies;

Appropriate personal alarms; facility risk assessments, assessing environment, risk from resident population, acuity, communication, and work flow and individual resident assessments; training in de-escalation, "break free" and safe immobilization/detainment and restraint; summoning immediate assistance.

### **ARTICLE 5 - NO STRIKES AND LOCK-OUTS**

- 5.01 The Union agrees that there will be no strikes, and the Employer agrees that there will be no lock-outs during the term of this Agreement. The term "strike" and "lock-out" shall bear the meaning given them in the *Ontario Labour Relations Act*, R.S.O., 1980, as amended.

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

- 6.01 The Employer will recognize the following:
- (a) A Union Representative. Upon mutual agreement of the parties, the number may be altered from time to time.
  - (b) A Grievance Committee composed of two employees.

- (c) A Negotiating Committee of two (2) employees, one of whom may be a part time employee.
- (d) An Occupational Health and Safety Committee which shall be comprised of at least one (1) employee.
- (e) A return to work representative, who shall be from the bargaining unit.
- (f)
  - i) A Union-Management Committee composed of an equal number of representatives of the Employer and the Union. Meetings of this Committee shall be held at the request of either party, but at least every three (3) months. The purpose of this Committee shall be to discuss matters of mutual concern, including but not limited to workload, scheduling and job content. Minutes of this meeting shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.
  - ii) Meetings of this Committee shall be scheduled during the employee's regular working hours, or the employee shall be paid for all hours spent outside her/his regular working hours at her/his regular rate of pay.

6.02 The Union will give written notification to the Employer with the names of its representatives and changes thereto.

- 6.03
- (a) The Union and the employees, recognize that the Union Representative's paramount duty is the care of the residents of the Home and therefore will take all reasonable steps to minimize disruption of the nursing care to the residents. However, if a Representative must leave her/his regular duties to ascertain if a grievance exists, the Supervisor will permit the Representative to leave her/his regular duties for a period of fifteen minutes for such purposes. Upon completion of the fifteen minute period, the Representative will immediately report to her/his Supervisor and return to her/his regular duties.
  - (b) Representatives of the Union shall be paid at their regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings or fulfilling other duties related to their responsibilities under the Collective Agreement.
  - (c) The Employer agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations up to and including mediation but not including arbitration.
  - (d) Employees on the Negotiating Committee shall have the option of receiving paid time off for the night shift of the preceding day or the evening or night shift of the actual negotiating day if scheduled to work these shifts.

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

- 6.05 The Employer agrees to provide a representative of the Union with a fifteen (15) minute period during the orientation program in order to meet with newly hired employees.
- 6.06 The Employer agrees that when employees serve on Committees as required by the Employer, the meeting shall be scheduled during the employee's regular working hours, or the employee shall be paid for all hours spent outside her/his regular working hours at her/his regular rate of pay.
- 6.07 The Union agrees that there will be no Union activity on the Employer's premises without permission of the Employer or as specifically provided for in this Agreement.

6.08 Occupational Health and Safety Committee

- (a) The Home and the Union agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Home agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety and Health programmes and recommend actions to be taken to improve conditions relating to Occupational Health and Safety.
- (d) The Home agrees to cooperate in providing necessary information to enable the Committee to fulfill its functions. In addition, the Home will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) Meetings shall be held every quarter or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for representatives to perform these duties shall be granted.

A member of the Committee is entitled to,

- i) one hour or such longer period of time as the Committee determines is necessary to prepare for each committee meeting;
- ii) such time as is necessary to attend meetings of the Committee; and
- iii) such time as is necessary to carry out inspections and investigations under subsection 9(26), 9(27) and 9(31) of the Act. ref: *Occupational Health and Safety Act*. Sec. 9(34).



A member of a committee shall be deemed to be at work during the times described above and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper. ref: *Occupational Health and Safety Act. Sec. 9(35)*.

- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) If, in the professional opinion of the employee's physician, the pregnancy may be at risk, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual pregnancy leave.
- (i) Where the Home identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.
- (j) A member of the Committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper. This provision does not apply with respect to employees who are paid by the Agency for the time spent fulfilling the requirements for becoming certified.
- (k)
  - i) This section does not apply to an employee
    - A) when circumstances described below is inherent in the employee's work or is a normal condition of the employee's employment; or
    - B) when the employee's refusal to work would directly endanger the life, health or safety of another person. ref: *Occupational Health and Safety Act, Sec. 43(1)*
  - ii) An employee may refuse to work or do particular work where she or he has reason to believe that,
    - A) any equipment, machine, device or thing the employee is to use or operate is likely to endanger himself, herself or another employee;
    - B) 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, herself;
    - C) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another

employee. ref: *Occupational Health and Safety Act, Sec. 43(3)*

- (l) The members of the Committee shall determine amongst the committee members the chairing of the meetings and the taking of minutes.
- 6.09
- (a) The parties agree that if incidents involving violence and/or 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.
  - (b) The parties further agree that suitable subjects for discussion at the Joint Labour Management Committee will include aggressive residents.
- 6.10 All joint Employer Association meetings shall be scheduled where practical during the nurse's regular working hours. The Employer will provide replacement staff where operationally required.
- 6.11 The Employer is prepared to deal with this item through the Joint Occupational Health and Safety Committee and development of policies and procedures to protect the health and safety of staff (i.e. outbreak of SARS).

#### **ARTICLE 7 - ASSOCIATION SECURITY**

- 7.01 The Employer shall deduct from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each employee. The Union shall notify the Employer, in writing, of the amount of such dues from time to time. The Employer will send to the Vice-President, Local Finance of the Ontario Nurses' Association monthly, following such deductions, its cheque for the dues so deducted, along with a list of the names and the amount of such deduction for each employee. The list shall show the Social Insurance Number of each employee, terminations, new hires, leaves of absences, and addresses of employees currently employed. A copy of this list will be sent electronically to the Provincial and Local Union. Any changes in the amount to be deducted shall be subject to one month's written notice by the Union to the Employer. The Employer will forward the amounts deducted to the Association by the tenth (10th) working day of the month following such deductions.
- 7.02 The Employer shall provide each employee with a T-4 supplementary slip, showing the dues deducted in the previous year for Income Tax purposes.
- 7.03 The Association agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this article in respect of the deductions and remittance of dues by the Employer.

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

- 8.01 The purpose of this article is to establish a procedure for the settlement of grievances and grievances shall be defined as any difference relating to the interpretation, application, administration or alleged violation of this Agreement.

8.02 Any employee(s) or the Union making a complaint and/or grievance shall have the right of union representation at any or all steps of the grievance procedure, including the complaint stage.

8.03 An employee shall bring a complaint to the attention of the Manager of Nursing Services or her designate within ten (10) working days after the circumstances giving rise to the incident have occurred or ought reasonably to have come to the attention of the employee. The Manager of Nursing Services or her designate shall state her decision orally within five (5) working days of receiving the complaint.

8.04 A grievance shall be taken up in the following manner:

Step 1

The employee may submit a written grievance, signed by the employee, to the Manager of Nursing Services or her designate. The grievance shall be on a form provided by the Union, shall be fully completed, shall identify the nature of the grievance and the remedy sought and shall identify the provisions of the Agreement which are alleged to be violated. The Manager of Nursing Services or her designate will deliver her decision in writing within ten (10) working days following the day on which the grievance was presented to her. Failing settlement, then:

Step 2

Within ten (10) working days of receipt of the reply of the Manager of Nursing Services or her designate, the Administrator or his designate, representatives of the Employer, the Grievance Committee and a representative of the Ontario Nurses' Association will meet to discuss the grievance. The grievor may be present at the meeting. The Administrator or his designate shall answer the grievance in writing with a copy provided to the Labour Relations Officer within ten (10) working days of the said meeting. Failing settlement of the grievance, it may be referred to arbitration as provided herein.

8.05 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her/his union representative. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.

The employee(s) and the Union shall be provided with written reasons for a discharge, suspension or discipline within seven (7) working days thereof. Should the employee or the Union wish to file a grievance against this action it shall be reduced to writing and filed within fifteen (15) working days under Step 2 of the grievance procedure.

8.06 Group Grievance

Where a number of employees have similar grievances they may present a group grievance in writing to the Manager of Nursing Services or her designate within fourteen (14) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s).

- 8.07 The Union or the Employer may institute a grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of this agreement within fifteen (15) days after the circumstances giving rise to the grievance have occurred. Such grievance shall be originated at Step #2. The non-grieving party shall give its decision in writing with a copy provided to the Labour Relations Officer within ten (10) days after the meeting and failing settlement, will be referred to arbitration by either party.
- 8.08 Any complaint or grievance which is not commenced or processed through the next stage of the grievance or arbitration procedures within the time specified shall be deemed to have been abandoned, subject to the provisions of the *Labour Relations Act*. However, time limits specified in this Article may be extended by mutual agreement in writing between the Employer and the Union.
- 8.09 (a) Before any grievance is submitted to arbitration, the parties may meet with a Grievance Mediator in order to attempt to resolve such grievance. The parties may refer any number of outstanding grievances to the Grievance Mediator for possible resolution. Each party shall pay one half (1/2) of the fees and expenses of the Grievance Mediator.
- (b) When either party requests that a grievance be submitted to arbitration, the grievance shall be submitted to one of the following panel of sole Arbitrators:  
 Felicity Briggs  
 Jane Devlin  
 Louisa Davie, or  
 Paula Knopf
- If a grievance has already been submitted to one of the Panel of Arbitrators, then any subsequent grievances shall be submitted to the next Arbitrator on the Panel. In order to accept an appointment, the Arbitrator must agree to render an award within thirty (30) days of the last day of hearing.
- (c) In the event that the parties mutually agree to refer a grievance to a tripartite Arbitration Board, the party requesting arbitration shall advise the other of its nominee to the Arbitration Board. Within ten (10) days thereafter, the other party shall answer in writing, indicating the name and address of its appointee to the Arbitration Board. The Chair shall be selected from the Panel of Arbitrators set out in paragraph (b) above.
- (d) Once appointed the Arbitration Board or single Arbitrator shall have all the powers set out in the *Labour Relations Act* including the power to mediate/arbitrate the grievance and to limit evidence and submissions.
- 8.10 No person shall be appointed a nominee or Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.11 The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.
- 8.12 The Arbitrator or Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

- 8.13 Each party will pay its own expenses including appointees and witnesses and the cost of expenses of the Chairperson shall be borne equally by the parties.
- 8.14 For the purpose of this Article, working days shall mean days other than Saturdays, Sundays and Paid Holidays.

### **ARTICLE 9 - SENIORITY**

- 9.01 (a) Seniority for full time employees shall be defined as length of service with the Employer since date of last hire.

Seniority for part time employees shall be defined as length of service with the Employer since date of last hire and will be expressed in terms of total hours worked.

- 9.02 New employees shall be on probation for a period of 450 hours worked. The employment of probationary employees may be terminated at any time at the discretion of the Employer. The Employer in exercising this right however, shall not act in a discriminatory, arbitrary or bad faith manner. On completion of the probationary period, the employee shall be credited with seniority back to the date she or he was hired. Subject to the above, a probationary employee may grieve their termination.

- 9.03 The Employer will keep an up-to-date seniority list for full time and part time employees and will post on the ONA board, and supply copies of the current list to the Union in January of each year.

- 9.04 Seniority Retained and Accumulated

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

- (a) When on approved leave of absence with pay;
- (b) When on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
- (c) When on pregnancy or parental leave;
- (d) When in receipt of WSIB benefits as the result of injury or illness incurred while in the employment of the Employer;
- (e) For full-time nurses, when in receipt of illness allowance including LTD;
- (f) For part-time nurses, when absent due to illness or injury in excess of thirty (30) consecutive calendar days.

The rate of accumulation of seniority and service for part-time nurses will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the nurse is not absent due to vacation, pregnancy/parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

9.05 Seniority Retained and not Accumulated

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, not provided for in 9.04(b) above;
- (b) When absent due to layoff for a period of twenty-four (24) calendar months.

9.06 An employee shall lose all seniority and shall be deemed terminated if he or she:

- (a) Resigns;
- (b) Is discharged and not reinstated;
- (c) Is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) Is laid off for more than twenty-four (24) calendar months;
- (e) Retires.

Note: The Union and the Employer agree to abide by the Human Rights Code.

9.07 Job Posting

- (a) Where a permanent vacancy occurs within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy will be posted for a period of seven (7) consecutive calendar days. Employees in the bargaining unit may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy need only be posted for three (3) consecutive working days.
- (b) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy or adoption) may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to utilizing non-bargaining unit employees supplied by an agency or registry. Part time employees filling temporary full time vacancies shall be considered regular part time. Upon completion of the temporary vacancy, the Employer will return the replacing employee to her/his former status.
- (c) Employees shall be selected for positions posted herein on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal among the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period.

- (d) A copy of such posted vacancies shall be sent to the local Union.
- (e) The name of the successful applicant will be circulated by email to bargaining unit members. At the request of the employee the Employer will discuss with the unsuccessful applicants ways in which they can improve their qualifications for future postings.

## 9.08

Layoff and Recall

- (a) The layoff of employees shall be in reverse order of seniority providing that employees remaining are qualified to perform the available work. Probationary employees shall be laid off first.

Full-Time lay-offs shall be separate from Part-Time lay-offs. Notwithstanding this provision, when Full-Time or Part-Time employees choose to bump and there are no employees with less seniority on the applicable Full-Time or Part-Time seniority list as the case may be, then the lists will be merged for purposes of bumping.

Consistent with the opportunity to bump, all employees who are potentially impacted will be given notice of lay-off at the outset of the process.

The decision of the employee to choose to bump must be given to the Employer in writing within seven (7) calendar days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

No agency or new hires will be used when there is an employee on layoff provided that the employees on layoff are qualified to perform the available work.

Recall to a regular Part-Time or Full-Time position shall be in order of seniority. Notice of recall will be sent by registered mail. An employee will respond within seven (7) calendar days and shall be available for work within an additional fourteen (14) days unless otherwise agreed.

The Home and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service which the Home will undertake after the layoff.

- (b) Notice for Long Term Layoff

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

- i) provide to the Union with at least ninety (90) days written notice, or the notice given to the most senior employee laid off, whichever is greater.
- ii) meet with the Union to review the following:

- A) the reasons causing the layoff;
  - B) the service which the Home will undertake after the layoff;
  - C) the method of implementation, including areas of cutback and the employees to be laid off.
- (c) It is understood that permanent or long term nature means a layoff which will be longer than thirteen (13) weeks.
- In the event of a layoff of a permanent or long-term nature, or the elimination of a position within the bargaining unit, the Home shall:
- i) provide to the affected employee(s), if any, no less than ninety (90) days written notice of layoff, or pay in lieu thereof.
- (d) Severance pay will be in accordance with the provisions of the *Employment Standards Act*.
- (e) It shall be the responsibility of the Employee to keep the Employer informed of any changes to their current address.

#### 9.09 Positions Outside the Bargaining Unit

An employee who transfers to a temporary position outside of the bargaining unit for a period of up to fifteen (15) months shall retain but not accumulate seniority from the date of the temporary transfer.

An employee who accepts a temporary transfer under this article will not be required to pay union dues for any complete month during which no bargaining unit work is performed.

In the event an employee remains outside of the bargaining unit for a period in excess of fifteen (15) months, he or she will lose all seniority held at the time of the transfer. In the event the employee returns to the bargaining unit within the fifteen (15) months, the employee's seniority will accrue from the date of his or her return to the bargaining unit.

The employee shall have the right to return to his/her bargaining unit position prior to the expiry of the temporary assignment of up to fifteen (15) months by giving six (6) weeks' notice. In this case, all other employee(s) shall revert to their previous position(s) where applicable.

#### 9.10 Change of Status

- (a) All seniority and service rights obtained under the agreement shall be retained and transferred with the employee if she/he changes their status from Full Time to Part Time. In the case of a Part Time employee transferring to Full Time her/his earned seniority and service right will be transferred with her/him and she/he will be entitled to full time benefits as agreed in the Collective Agreement.



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

#### **ARTICLE 10 - EMPLOYEE'S FILES**

- 10.01 Provided an employee has an eighteen (18) month discipline free record, any disciplinary records (letters of reprimand, suspensions or other sanctions) shall be removed from the employee's personnel file.

Copies of any disciplinary notations which are put on an employee's record shall be provided to the employee and the Union.

- 10.02 When any type of evaluation, performance review, progress report, assessment related to job performance, or nursing practice is completed with respect to any employee, it is understood and agreed that such employee shall be given an opportunity to sign the document, indicate any area of disagreement, and she/he shall also be provided with a copy of the document.

- 10.03 Upon request, an employee may review her/his personnel file at a time mutually convenient to the employee and the Manager of Nursing Services.

#### **ARTICLE 11 - LEAVE OF ABSENCE**

- 11.01 (a) The Employer may grant a leave of absence without pay to an employee for any reason. A request for such leave shall be made in writing along with the reasons. Such requests are to be made as far in advance as possible and a written reply will be given within fourteen (14) days of such request, except in cases of emergency. Requests for leave of absence shall not be unreasonably withheld. It is understood that leaves of absence may be granted for purposes other than those listed below. A leave of absence shall not be taken without first obtaining the formal approval of the Employer.

- (b) An employee who is absent due to leave of absence shall have the right to return to her/his former position. In order to facilitate shift scheduling, the employee is expected to provide reasonable notice of her/his date of return to the Employer.

- 11.02 (a) Union Leave

Upon written request, leave of absence without pay shall be granted to employees for Union business, providing operational requirements can be met. Permission for such leave will not be unreasonably withheld.

Leave of absence will be granted according to the following:

- i) No more than two (2) employees shall be on leave at any one time.

- ii) The aggregate total shall not exceed twenty-five (25) days in any calendar year.
- iii) The Employer shall not be responsible for overtime payment for any employee who may be required to work in place of another employee who is absent on Union business.
- iv) The Union will give at least two (2) weeks' notice when possible.

(b) ONA Staff Leave

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. Provided that the leave does not unduly interfere with the operations of the Employer, such leave shall not be unreasonably denied or extended beyond twelve (12) months.

Notwithstanding Article 9.04, 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.

(c) Board of Directors, ONA

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay up to a total of one hundred (100) days annually. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Union leave provided for in (a) above.

(d) President of the Ontario Nurses' Association

An employee who is elected to the office of the President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to two (2) years.

- (e) The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses (a), (b) and (c) above, and will bill the Union for such salary, as well as E.I., C.P.P., E.H.T. and W.C.B. premiums, and pension contributions. 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.

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

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty (30) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (a), (b), and (c) above.

11.03 Professional and Education Leave

Employees may be granted leave(s) of absence with pay to attend work shops, seminars and short courses beneficial to the employee's professional development.

Education Reimbursement

Employees shall on the prior approval of the Manager of Nursing Services and after successful completion of the course be entitled to receive reimbursement for employment related textbooks and / or course costs annually on presentation of receipt(s) for payment by the Manager of Nursing Services or designate as follows:

Full-time employees	Up to \$300.00
Part-time employees	Up to \$150.00

Such payments shall be tax free if allowed by law.

11.04 Bereavement Leave

- (a) A full time employee who notifies the Employer as soon as possible following a bereavement shall be granted up to four (4) working days' off without loss of regular pay for grieving the death of a member of his/her immediate family. A part time employee shall be granted up to four (4) consecutive calendar days' off without loss of regular pay. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of a spouse or grandchild. A nurse shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt or uncle. "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. The Employer, in its discretion, may extend such leave with or without pay. Part-time employees will be credited with seniority and service for all such leave.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding four (4) days in order to accommodate religious and cultural diversity. Such distribution will be within three (3) months of the death, unless agreed otherwise by employee and employer.

- (b) Where travel is required, additional leave without pay may be granted by the Employer.

- (c) i) Where an employee does not qualify under the above noted conditions, the Employer may grant a paid or unpaid compassionate leave of three (3) days and further, the Employer may extend such leave with or without pay.
- ii) Where an employee has qualified for paid compassionate leave under Article 11.04(a), the Employer may extend such leave with or without pay.

## 11.05

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. An employee who is eligible for a pregnancy leave may extend this leave for a period of up to twelve (12) months duration, inclusive of any parental leave, except where extended in accordance with the provisions of the Employment Standards Act. An employee who extends her/his leave beyond the total statutory period of thirty-five (35) weeks, shall be responsible for the payment of all premiums for all benefits; she/he may opt to continue including pension for the period beyond 35 weeks.
- (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/his 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/his former position unless the position has been discontinued in which case she/he 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 employee shall be credited with seniority from date of hire subject to successfully completing her/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 to a maximum of thirty tours (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/his position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her/his work is materially affected by the pregnancy.
- (f) On confirmation by Human Resources Development Canada of the appropriateness of the Employer's Supplemental Employment 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 the *Employment Insurance Act*, 1997, shall be paid by Supplemental Employment Benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her/his regular weekly earnings and the sum of her/his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub, as proof that she/he is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits to a maximum period of fifteen (15) weeks. Normal weekly hours shall be determined by the average number of hours an employee worked during the Employment Insurance benefit determination period.

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.

#### 11.06

##### 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 as provided for above, is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the *Employment Standards Act*. An employee who is eligible for a parental leave who is the natural father or adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, except where extended in accordance with the provisions of the *Employment Standards Act*, consideration being given to any requirements of adoption authorities. 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. An employee who extends her/his leave beyond the total statutory period of thirty-five (35) weeks shall be responsible for the payment of all premiums for all benefits; she/he may opt to continue including pension for the period beyond thirty-five (35) weeks.
- (c) The employee shall be reinstated to her/his former position, unless her/his former position has been discontinued, in which case she/he shall be given a comparable job.
- (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/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 to a maximum of thirty (30) tours (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) 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 the *Employment Insurance Act* shall be paid a supplementary unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her/his regular weekly earnings and the sum of her/his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the employer of the employee's Employment Insurance cheque stub as proof that she/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 twelve (12) weeks. Normal weekly hours shall be determined by the average number of hours an employee worked during the Employment Insurance benefit determination period.

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.

Where an employee elects to receive parental benefits pursuant to Section 12 (3) (b) (ii) of the Employment Insurance Act, the amount of a Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12 (3) (b) (i) of the Employment Insurance Act.

#### 11.07

#### Jury and Witness Duty

If an employee is required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home, or is subpoenaed to appear at the College of Nurses, the employee will receive pay for those days of her/his regular schedule during which she/he is required to be absent, provided that such employee promptly repays the amount (other than expenses) paid to her/him for such service or attendance to the Employer, and presents proof of service requiring her/his attendance.

An employee shall not be required to attend work on those days on which she/he is fulfilling the above commitment.

Where an employee is required by the employer to attend any meetings with the Employer's counsel in preparation for a case which either 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 regularly scheduled hours of work. If the employee is required to attend such meetings outside of her regularly 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 or he shall be paid at regular or overtime rates, as applicable.

11.08 Professional Leave

Professional leave without pay will be granted to employees who are elected to the Colleges of Nurses or the Registered Nurses' Association of Ontario to attend the regularly scheduled meetings.

11.09 Quality Assurance Program

An employee shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing examinations required by the College of Nurses of Ontario arising out of the Quality Assurance Program.

**ARTICLE 12 - PAID HOLIDAYS**

12.01 Full time employees shall receive the following holidays with pay:

New Year's Day (January 1)	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (November 11)
Victoria Day	Christmas Day (December 25)
Canada Day (July 1)	Boxing Day (December 26)

In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of this Agreement, such holiday will be substituted for one of the above-mentioned holidays.

12.02 Holiday pay will be computed on the basis of the full time employee's regular rate for the number of hours she/he would have worked during her/his normal daily tour had there been no holiday.

12.03 (a) A Full-Time employee who is required to work on any of the foregoing holidays shall be paid at the rate of one and one-half (1 ½) times her/his regular straight time rate of pay for all hours worked on such holiday. In addition, she/he will receive a day off with pay on a date to be mutually agreed between the employee and the Employer.

(b) If a Part-Time employee works on any of the holidays listed above, she/he shall be paid at the rate of one and one half (1 ½) times her/his regular straight time hourly rate (as set out in the wage schedule) for all hours worked on such holiday.

- 12.04 The following provisions apply to full time employees only:
- (a) Up to 37.5 hours may be accumulated, and taken, after entitlement thereto has been earned by mutual agreement between the employee and the supervisor.
  - (b) The paid holidays which fall between December 15th and January 15th may be taken in conjunction with normal days off in that period, subject to the conditions in Article 12.04 (a) above.
  - (c) If any of the holidays above occur on an employee's regular day off or during her/his vacation period, the employee shall receive an additional day off with pay at a time mutually agreeable to the employee and the Employer provided she/he qualifies for holiday pay under Article 12.05.
- 12.05 (a) A full time employee will be paid for a holiday provided she/he completes her/his full scheduled shift on each of the working days immediately preceding and following the holiday concerned, unless excused by the Employer or the employee was absent due to:
- i) legitimate illness or accident which commenced within a month of the date of the holiday;
  - ii) vacation granted by the Employer;
  - iii) the employee's regularly scheduled day off;
  - iv) paid leave of absence provided the employee is not otherwise compensated for the holiday.
- (b) An full time employee receiving weekly indemnity or *Workplace Safety and Insurance Act* benefits for the day of the holiday shall be entitled to the difference between the amount of *Workplace Safety and Insurance Act* or Weekly Indemnity benefits and the holiday pay, provided she/he qualifies for holiday pay under 12.05 (a).
- 12.06 A tour in which the majority of hours worked falls within a holiday shall be deemed to be work performed on the holiday for the full period of the tour.

### **ARTICLE 13 – VACATIONS**

- 13.01 (a) All full time employees 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 or more years, but less than three (3) years -three (3) weeks;
  - iii) Three (3) or more years, but less than eleven (11) years - four (4) weeks;



- iv) Employees who have completed eleven (11) or more years of full-time continuous service will be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay.
  - v) Employees who have completed twenty (20) or more years of full-time continuous service shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay.
  - vi) Employees who have completed thirty (30) years or more of full-time continuous service shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks pay.
- (b) All part time employees shall be entitled to vacation pay based upon the applicable percentage provided, in accordance with the vacation entitlement of full time employees, of their gross earnings on the following basis:
- i)
 

3 week entitlement	6%
4 week entitlement	8%
5 week entitlement	10%
6 week entitlement	12%
7 week entitlement	14%
- Equivalent years of service, calculated pursuant to the formula set out in 13.01(b) (i), shall be used to determine vacation entitlement.
- ii) All part time employees shall be granted an unpaid leave of absence for vacation purposes in accordance with (i) above.
  - iii) For the purposes of this Article, 1500 paid hours of part time service shall equal one year of full time service and vice versa.
- (c) Vacation pay shall be paid to part-time nurses on an accrual basis with each bi-weekly paycheque.

13.02 When an employee's employment is terminated for any reason, full payment for vacation earned but not taken will form part of such employee's pay on termination.

13.03 Scheduling

- (a) A vacation roster, indicating the vacation entitlement of all employees, will be posted on the bulletin board not later than April 15<sup>th</sup>, of each year.
- (b) The Employer will allow employees to exercise their choice in selecting their vacation period in accordance with seniority, provided an acceptable level of service can be maintained. By May 1st of each year, employees must indicate first, second and third choice of vacation periods for each week or period of vacation. Vacations shall not normally be scheduled between December 15 and January 5 of the following year. However, in special situations, vacations may be granted by the Employer in that period.
- (c) An employee shall be entitled to receive up to three (3) weeks of her/his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer, except during July and

August when only two (2) weeks may be taken. However, after all full time and part time employees have been accommodated, additional vacation time off may be approved on the basis of seniority during July and August if the Home determines that additional vacation time off is available.

- (d) A week of vacation shall be defined as seven (7) consecutive calendar days which include five (5) vacation days and two (2) days off.
- (e) Vacation may commence on any day of the week.
- (f) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following the vacation.
- (g) The weekend before or after the vacation shall be scheduled off.
- (h) Vacation quotas shall not be unduly restrictive and shall only include members of the bargaining unit.
- (i) In the event of conflict, seniority shall govern with respect to scheduling of vacations.

13.04 If an employee works or receives paid leave for less than six (6) months, she/he shall receive vacation pay as follows:

- (a) Six (6%) percent of gross earnings if service is less than three (3) years;
- (b) Eight (8%) percent of gross earnings if service is three (3) years but less than eleven (11) years;
- (c) Ten (10%) percent of gross earnings if service is eleven (11) years but less than twenty-three (23) years;
- (d) Twelve (12%) percent of gross earnings if service is twenty-three (23) years or more.
- (e) Fourteen (14%) percent of gross earnings if service is thirty (30) years or more.

13.05 (a) Where an employee's scheduled vacation is interrupted due to a bereavement the employee shall be entitled to bereavement leave. The portion of the employee's vacation which is deemed to be bereavement leave under the provisions of Article 11.04 will not be counted against his or her vacation credits.

- (b) Should an employee become ill prior to the commencement of their vacation or hospitalized while on vacation, they may substitute available sick days for scheduled vacation, upon receipt of a medical certificate that supports the illness/hospitalization.

13.06 Vacations may not be accumulated from one year to the next but employees may be permitted upon written request to carry over up to five (5) days of vacation into the next vacation year. Such permission shall not be unreasonably withheld.

## **ARTICLE 14 - DISABILITY INCOME PROTECTION**

Note: Applies to Full-Time Employees Only

- 14.01 (a) Subject to paragraph (b) the employer will pay one hundred (100%) percent of the employee's regular wage for the first through fifth working days of illness up to the commencement of the Weekly Indemnity benefits (which commence on the eighth day of illness).
- (b) There is no waiting period for the first six (6) periods of illness per calendar year. No benefit is payable for the first day of absence for the seventh and subsequent periods of illness per calendar year.
- (c) The Employer will pay one hundred (100%) percent of the premiums necessary to maintain the present Weekly Indemnity plan in place, which provides for benefits of seventy-five (75%) percent of the employee's basic weekly earnings, up to the commencement of the Long Term Disability Plan benefits.
- (d) The Association acknowledges that the Employer's only obligation in respect of the said Weekly Indemnity Plan is to make the premium payments necessary to maintain the plan in force;
- (e) The provisions of this Article 14.01 shall be applicable only to employees who have acquired seniority.
- 14.02 There will be no pay deduction from an employee's regular scheduled tour when an employee has completed any portion of the tour prior to going on *Workplace Safety and Insurance Act* benefits or sick leave benefits.
- 14.03 Employees returning to work from an illness or injury compensable under *Workplace Safety and Insurance Act* will be assigned light work as necessary, if available.
- 14.04 The Employer shall have the right to select the carrier of its choice in respect of any of the above benefits, provided that in the event that any carrier is changed, an equivalent level of benefit will be maintained.
- 14.05 Employees shall be provided with a booklet explaining the various insured benefits. It is acknowledged that entitlement to such benefits is subject to the terms and conditions set out in the plan documents, a copy of which will be provided to the Union.
- 14.06 The Employer will pay one hundred percent (100%) of the cost of premiums for a Long Term Disability (LTD) plan for all full time employees. Full time employees become eligible for this benefit upon completion of the probationary period. Employees shall remain eligible while on leave of absence not in excess of thirty (30) days (with the exception of pregnancy leave). The monthly maximum shall be \$6,000.00 of benefit a month.
- 14.07 An employee who is no longer deemed disabled within the first two years of the LTD plan shall be placed in her/his former position within the Home, provided that she/he is capable of performing all of the normal duties and functions of her/his work.

The Employer may establish a special classification and salary for an employee who is no longer deemed disabled within the first two years of the LTD plan and who cannot perform all of the normal duties and functions of her/his work with the hope of providing an opportunity for continued employment.

- 14.08 All insurance programmes and pension contributions made by the Employer under this Agreement will continue to be paid by the Employer while the employee receives Weekly Indemnity benefits or *Workplace Safety and Insurance Act* benefits to a maximum of six (6) months, providing the employee continues to pay her/his share of the contributions.

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

Note: The following apply to both Full-Time and Part-Time employees.

- 15.01 The normal tour shall be composed of seven and one half (7.5) consecutive hours exclusive of a meal period.
- 15.02 A rest period of fifteen (15) minutes shall be provided during the first half of each regularly scheduled shift and another fifteen (15) minutes shall be provided during the second half of each regularly scheduled shift.
- 15.03 Work schedules for all employees shall be posted one month in advance.
- 15.04 An employee who is called in or reports for work as scheduled and is not required to work shall receive a minimum of four (4) hours pay. Employees who are required to come in to work with less than one (1) hour's notice and who are consequently not able to arrive for work until after the tour has commenced, shall be paid as though they had worked from the beginning of the tour.
- 15.05
- (a) The first shift of the day shall be the night tour.
  - (b) There shall be no split tours.
  - (c) There shall be a minimum of sixteen (16) hours scheduled off between tour changes unless mutually agreed otherwise.
  - (d) An employee shall not be required to work more than seven (7) consecutive days unless mutually agreed to by the employee and the Employer.
  - (e) A weekend off shall be defined as fifty-six (56) consecutive hours off duty commencing no later than 2300 hours on Friday.
  - (f) Employees shall be allowed to exchange tours of duty. Such changes initiated by the employee will not result in additional cost to the Employer. All changes shall be communicated in writing and approved by the Manager of Nursing Services or her designate. Such changes will not be unreasonably denied.

- (g) The Employer will endeavour to maintain the present schedule. The schedule will only be changed after consultation with the employees. Choice of rotation on a new schedule will be on the basis of seniority.
- (h) Work in excess of seven and one-half (7 ½) hours in a standard day or seventy-five (75) hours bi-weekly shall be compensated at the rate of time and one-half (1 ½) the employee's regular straight time hourly rate.
- (i) An employee shall be paid double her/his regular straight time rate for all work performed in excess of seven and one-half (7 ½) hours on any tour for which she/he receives time and one-half (1 ½) her/his regular straight time rate.
- (j) If the Employer fails to schedule a period of sixteen (16) consecutive hours off between tours of duty, the Employer will pay to the employee, time and one-half (1 ½) her/his regular straight time rate for the second such tour of duty worked.
- (k) If the employee is scheduled to work in excess of seven (7) consecutive days, she/he shall be paid time and one-half (1 ½) for all days scheduled in excess of seven (7) until a day off is scheduled.

15.06 An employee shall not be required to suffer a loss of regular hours in order to compensate for her/his overtime hours worked.

15.07 Job Share

Employees shall not be unreasonably denied the opportunity to job share. If the Home agrees to a job sharing arrangement, the following conditions shall apply unless otherwise agreed to by the parties.

- (a) Job Sharing is defined as an arrangement whereby two (2) employees share the hours of work, of what would otherwise be a full-time position.
- (b) The Home agrees that it will not unreasonably refuse a request from the Union:
  - i) on behalf of one or more of the full-time employees who wish her/his position to be job shared.
  - ii) on behalf of one or more of the part-time employees who would like to see a vacant full-time position job shared.
- (c) The other half of the job sharing position in (i) above and both halves of the job sharing position in (ii) above, will be posted under the Collective Agreement.
- (d) Job sharers who previously were full-time and participating in OMERS, will receive nine percent (9%) in lieu of benefits and continue to be a member of OMERS. The Employer and employee will continue to pay their share of OMERS contributions.

- (e) Total hours assigned on the posted schedule to the two job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and Management.
- (f) The above schedules shall conform with scheduling provisions of the full-time scheduling regulations of the Collective Agreement. Aside from scheduling provisions, job sharers will be governed by the Collective Agreement provisions, applicable to part-time employees. Job sharers will only be called for extra shifts after all Part Time employees who would not require a premium payment have been called.
- (g) Each job sharer may exchange shifts with her/his partner, as well as with other employees as provided by the Collective Agreement.
- (h) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers will only be required to work the number of paid holidays that a full-time employee would be required to work.
- (i) It is expected that both job sharers will cover each other's incidental illnesses and scheduled vacation. If, because of unavoidable circumstances, one cannot cover the other, the supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- (j) Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
- (k) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of filling the full-time position, if it was their full time position originally, or reverting to a part-time position for which she/he is qualified. If she does not become full-time, the position must be posted in accordance with the Collective Agreement.

Note: The following apply to Full-Time employees only.

- 15.08 (a) The Employer will endeavour to schedule two out of every four weekends off.
- If an employee is required to work a third consecutive and subsequent weekend, she/he will receive premium payment of time and one-half (1 ½) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:
- i) Such weekend has been worked by an employee to satisfy specific days off requested by such employee;

- ii) Such employee has requested weekend work; or
  - iii) Such weekend was worked as a result of an exchange with another employee.
- (b) The Employer will schedule four (4) days off at Christmas or New Years and will endeavour to schedule five (5) days off. Christmas shall include December 24th, 25th, and 26th. New Year's shall include December 31st and January 1st.
  - (c) Changes to the posted schedule shall be brought to the attention of the employee. Where less than forty-eight (48) hours notice is given personally to the employee, time and one-half (1 ½) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of her/his new schedule.
  - (d) Time and one-half (1 ½) an employee's straight time hourly rate shall be paid for all hours worked on an employee's day off.
  - (e) The Employer shall endeavour to equitably distribute opportunities for overtime and call back amongst full-time employees.
  - (f) When an employee works overtime on a tour for which she receives premium pay she shall be compensated at two (2) times her regular straight time hourly rate.

Note: The following applies to Part-Time employees only.

- 15.09
- (a) If an employee works a fourth consecutive and subsequent weekend, she/he will receive premium payment of time and one-half (1 ½) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:
    - i) such weekend has been worked by an employee to satisfy specific days off requested by such employee;
    - ii) such employee has requested weekend work; or
    - iii) such weekend was worked as a result of an exchange with another employee.
  - (b) It is understood that employees will be required to work either Christmas or New Year's.
 

The Employer will schedule least four (4) consecutive days off at Christmas or New Year's and will endeavour to schedule five (5) consecutive days off. Christmas shall include December 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup>. New Year's shall include December 31<sup>st</sup> and January 1<sup>st</sup>.
  - (c) Changes to the posted schedule shall be brought to the attention of the part time employee. Where less than twenty-four (24) hours notice is given personally to the employee, time and one-half (1 ½) of the employee's

regular straight time hourly rate will be paid for all hours worked on the first shift of her/his new schedule.

- (d) Subject to Article 13, regular part time employees shall be available to work up to six (6) shifts per pay period. In addition, regular part time employees shall be available to work at least one half (1/2) of the paid holidays referred to in Article 13 and either Christmas Day and Boxing Day or New Year's Day.

When extra shifts are available, all regular part time employees will be scheduled up to six (6) shifts per pay period by seniority before any casual part time employees are utilized.

When regular part time employees have been given the opportunity to work up to six shifts per pay period, the Employer will endeavour to offer additional tours to regular part time employees on the basis of seniority, prior to offering tours to casual employees, subject to the following:

- i) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Employer;
  - ii) A tour will be deemed to be offered whenever a call is placed;
  - iii) It is understood that the Employer will not be required to offer tours which would result in overtime premium pay;
  - iv) When a regular part time employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Employer are made.
- (e) When an employee works overtime on a tour for which she receives premium pay she shall be compensated at two (2) times her regular straight time hourly rate.

#### **ARTICLE 16 – MISCELLANEOUS**

- 16.01 The Employer shall provide a bulletin board for the sole use of the Union.
- 16.02 A copy of this Agreement in a mutually agreed form will be issued to each employee now employed and as employed. The cost of printing this Agreement shall be equally shared between the Union and the Employer.
- 16.03 The Employer shall pay salaries and wages every second Friday for the period ending the previous Friday.
- 16.04 Each employee shall keep the Employer informed of changes to relevant employment information.
- 16.05 Pay cheques are to be issued on a regular day of the week, with an itemized statement of all deductions, premiums and changes of increment electronically. Employees leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date.



- 16.06 Prior to affecting any changes in the Employer's policies or rules which would affect employees covered by this agreement, the Employer shall first notify the bargaining unit president.
- 16.07 A nurse may be required to produce a certificate from a legally qualified medical practitioner for any illness certifying that such nurse is unable to carry out their duties due to illness. Where a medical examination is required by the Employer an employee may choose her/his legally qualified medical practitioner except where the employer requires an independent medical examination. If the employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate.
- 16.08 Criminal Reference Checks  
Criminal reference checks, if required by statute or regulations for current employees, will be paid by the Employer upon receipt of proof of payment by the employee.
- 16.09 Whistle Blowing Protection  
Provided a nurse has followed reasonable policies or procedures issued by the Employer concerned to protect the Employer's entitlement to investigate and address any allegation of wrong doing, nurses will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations.
- 16.10 Joint Health & Safety Committee  
The Employer agrees in principle with the Union and will work with the Joint Health and Safety Committee to promote wellness activities.

## **ARTICLE 17 - BENEFITS**

- 17.01 The Employer agrees to pay 100% of the premiums for the following benefits:
- (a) Ontario Health Tax for all eligible employees.
  - (b) Semi-private, for full time employees who have completed the probationary period and who are not on an unpaid leave of absence or lay-off for a period exceeding thirty (30) days (except pregnancy leave).
- 17.02 The Employer shall pay seventy-five (75%) percent of the premiums for enrolment in the following plans for all full time employees who have completed the probationary period and who are not on an unpaid leave of absence or layoff exceeding thirty (30) days (except pregnancy leave):
- (a) Extended Health Care (Blue Cross or its equivalent)  
  
A deductible of \$18.50 for single and \$28.50 for family per year for Extended Health Care.  
  
Coverage will include hearing aids (maximum five hundred dollars (\$500.00) per person - no loss of superior benefit).

Paramedical coverage for massage therapy, chiropractic, and physiotherapist to a maximum of five hundred (\$500) dollars per employee, per service annually.

Coverage for mental health services by Psychologist, Registered Psychotherapist or Social Worker (MSW) for a total of five hundred (\$500) per employee annually.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

- (b) Group Life Insurance with coverage of twice the annual salary rounded to the nearest one thousand (\$1000) dollars.
- (c) Vision care – a vision care plan providing for the benefit of four hundred and fifty (\$450) dollars per person every twenty-four (24) months, which limit is inclusive of prescription eye care, eye examination(s) and laser surgery.
- (d) Dental Plan - Blue Cross #9 Dental Plan or an equivalent plan.

The dental plan will provide for recall oral examinations once every nine (9) months (adults only).

Complete and partial dentures are covered at fifty percent (50%) co-insurance to one thousand five hundred dollars (\$1500.00) maximum per person annually.

Coverage for Crowns, bridges and inlays and repairs to same (major restorative) fifty percent (50%) co-insurance to two thousand dollars (\$2000.00) maximum per person annually.

The coverage will include orthodontics at fifty percent (50%) co-insurance to two thousand dollars (\$2000.00) per person annually.

- 17.03 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any changes in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 17.04 Every full time employee shall, as a condition of employment, become a member of the Ontario Municipal Employees' Retirement System.
- 17.05 The Employer shall make available to each employee and the Union an electronic copy of the information booklets for those benefit programmes defined in the Collective Agreement and changes thereto. The Union shall be provided with a current copy of the master policy.
- 17.06 Any dispute which may arise concerning an employee's entitlement to benefits shall be subject to the terms of the policy of insurance providing the coverage.

- 17.07 A full time employee who transfers to the bargaining unit covered by this Agreement, or a part time employee who exercises her/his option to enrol in the Ontario Municipal Employees' Retirement System, shall become and remain a member of the Ontario Municipal Employees' Retirement System. The Employer's contributions towards such employee's pension shall be deducted from the percentage in lieu of benefits payable to the employee.
- 17.08 Part time employees who have acquired seniority shall be paid fourteen percent (14%) in lieu of benefits, including holiday pay. Such pay in lieu of benefits will not be included for the purpose of calculating any premium or overtime payment. The part-time percentage in lieu of benefits will be fourteen percent (14%) for employees not involved in the pension plan, and nine percent (9%) for employees who are so enrolled.
- 17.09 The Employer will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 11.05 and for a period of up to thirty-five (35) weeks while a nurse is on parental leave under Article 11.06 provided the employee continues to pay his/her share of the premiums.
- 17.10 Nurses who are on layoff may continue to participate, for a maximum period of six (6) months from the date of layoff, in the Extended Health Care, Dental, Semi-Private and Accidental Death and Dismemberment benefit plans in which they were enrolled prior to layoff, provided the nurses make arrangements satisfactory to the Employer for the prepayment of one hundred percent (100%) of the cost of the premiums necessary to maintain such enrolment.
- 17.11 The benefit plan shall provide for the continuation of semi-private hospital insurance, dental, vision, one time (1x) life benefit, out of country coverage and extended health care benefits, excluding drugs, to active full-time nurses from the age of sixty-five (65), and up to the nurse's seventieth (70<sup>th</sup>) birthday, or until retirement, whichever occurs first, on the same cost share basis as applies to those nurses under the age of sixty-five (65). All other benefits shall cease at age sixty-five (65).

Notwithstanding the above, full-time nurses who continue to be active full-time nurses from the age of sixty-five (65) and up to the nurses seventieth (70<sup>th</sup>) birthday, or retirement, whichever occurs first, shall only be eligible for disability income protection as outlined in Article 14.01 (a) and (b) save and except Weekly Indemnity.

## **ARTICLE 18 - RETURN TO WORK PROGRAM**

- 18.01 (a) The Employer will notify the President of the local bargaining unit of the names of all employees off work due to a work related injury (whether or not the employees are in receipt of *Workplace Safety and Insurance Act* benefits) and those on LTD by the 15th of each month. The information provided will include:
- i) date and type of injury; and
  - ii) current listing of ONA members on a rehabilitative return to work program; and

- iii) current listing of all ONA members off for thirty (30) days or longer due to illness.
- (b) When it has been determined that an employee will be returning to work on a modified/light/alternate work program, the Employer will meet with the return to work representative of the bargaining unit and a Labour Relations Officer to discuss a proposed return to work plan. An employee's return to work will not be delayed because of the unavailability of a Labour Relations Officer or the return to work representative of the bargaining unit.
- (c) The Employer agrees to supply the employee with a copy of the *Workplace Safety and Insurance Act* Form 7 (Employer Report of Accidental Injury or Industrial Disease).

18.02 The Home and the Union recognize their joint duty to accommodate employees in accordance with the provisions of the *Ontario Human Rights Code*.

18.03 An employee who is absent due to illness shall have the right to return to her/his former position provided:

- i) she/he is able to perform their normal duties and functions, and,
- ii) she/he furnishes to the Employer prior to their date of return, a medical certificate attesting to her/his fitness to return to their duties.

## **ARTICLE 19 - PROFESSIONAL RESPONSIBILITY**

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

- (a)
  - i) complain in writing to the Manager of Nursing Services within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Union-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.
  - ii) Failing resolution of the complaint within fifteen (15) 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 (1) chosen by the Ontario Nurses' Association, and one (1) chosen by the Employer and one (1) chosen from a panel of four (4) independent registered nurses who are well respected in the profession. The member of the committee chosen from the panel of independent registered nurses shall act as chairperson.
  - iii) The Independent 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 Independent Assessment Committee shall report its findings in writing, to the parties within twenty-one (21) calendar days following completion of its hearing.

(iv) The parties will convene to discuss the recommendations of the Independent Assessment Committee within thirty (30) calendar days of its release.

(b) i) The list of Independent Assessment Committee chairpersons is attached to this agreement 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 limits 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 Independent Assessment Committee, in the performance of its responsibilities as set out herein.

(c) Representatives of the Ontario Nurses' Association have the right to participate in all stages of a Professional Responsibility Complaint.

19.02 The Employer will notify the nurse and Bargaining Unit President should the Employer report the nurse to the College of Nurses of Ontario.

## **ARTICLE 20 – ORIENTATION/INSERVICE/PROFESSIONAL DEVELOPMENT**

20.01 (a) An orientation and inservice program will be provided to all employees; these programs shall be reviewed and discussed from time to time by members of the Joint Labour Management Committee.

A newly employed 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 of a newly-hired employee:

i) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home on all three (3) shifts, one of which shall be scheduled on the weekend nights, if possible.

ii) The period of orientation shall be for a minimum of seven (7) days. The Employer will not unreasonably deny requests for additional orientation.

- iii) She shall be scheduled as an additional employee to the usual staffing pattern.
- iv) The employee or employees involved in the orientation will confirm that it has been completed, and this will be noted on the newly-hired employee's personal file, which will be reviewed with such employee, and the employee shall also be able to comment.

(b) Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will provide programmes related to the Ministry of Health Long Term Care in-service requirements. Available programmes will be publicized.

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

20.02 The in service education programme shall be based on the following principles:

(a) All in service programmes shall be scheduled in a manner which will allow all employees to attend during working hours. Employees required to attend such programmes outside their working hours shall be paid at their regular rate of pay.

(b) The Employer agrees that if for any reason, changes in the operating and technical methods and practices of providing nursing care, require additional knowledge or skill on the part of the employees, such employees will be given the opportunity to study and practice to acquire any knowledge or skill necessary to carry out these responsibilities.

20.03 Employees who are required to take on a new work assignment may be provided any orientation determined necessary by the Home for the purposes of allowing the employee to assume satisfactorily the duties of the position.

## **ARTICLE 21 – DURATION**

21.01 This Agreement will be in effect from April 1, 2018 until March 31st, 2020 and will continue automatically for periods of one (1) year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date of its desire to amend or terminate this Agreement.

## **ARTICLE 22 - COMPENSATION**

22.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix A attached to and forming part of this Agreement.

22.02 Each employee shall be placed on the salary grid in accordance with her/his service with the Home, including full recognition of her/his past nursing experience as set out in Article 22.07 (a).

Any employee hired since that date shall be entitled to retroactivity from the date of hire. Any employee who has left the employ of the Employer and is entitled to retroactivity will be contacted by the Employer within thirty (30) days following the release of an Arbitration Award. The Employer's letter in this regard will advise the terminated employee of the entitlement to apply for retroactive monies and the method by which application is to be made.

All retroactivity shall be paid within six (6) weeks following the release of an arbitration award and, if so paid, shall not bear interest. Retroactivity paid later than the six (6) week period shall include interest calculated at the prime rate.

22.03 A nurse who holds a Temporary or Provisional Certificate of Registration as a Registered Nurse shall be placed on the first step of the Registered Nurse's salary grid effective the date of hire.

22.04 Shift Premiums

(a) An employee shall be paid a shift premium per hour, as indicated in the table below, for each hour worked on the evening shift and for each hour worked on the night shift.

(b) An employee shall be paid a weekend premium per hour, as indicated in the table below, for each hour worked between 2230 hours Friday and 2230 hours Sunday, or other such times as the parties may agree.

Effective March 5, 2019

Evenings	\$2.25 per hour
Nights	\$2.40 per hour
Weekends	\$2.65 per hour

22.05 Responsibility Allowance

(a) An employee who is designated to temporarily relieve the Manager of Nursing Services or Assistant Manager of Nursing Services or her designate and who accepts such assignment shall be paid one dollar and eighty-five (\$1.85) per hour in addition to her/his regular rate of pay.

(b) An employee who is designated to be in charge on evening, night or weekend tours will receive two dollars (\$2.00) per hour in addition to her/his regular rate of pay and applicable premiums. The Employer will designate such employees.

22.06 On Call

Effective November 1, 2011, when directed by the Manager of Nursing Services or designate to be On Call, the Nurse shall receive two dollars and fifty cents (\$2.50) per hour for each hour of On Call duty.

- 22.07 (a) A claim for recent related clinical experience shall be made in writing by the employee at the time of hiring on the application for employment or otherwise. The employee shall cooperate with the Employer by providing verification of previous experience so that her/his recent related clinical experience may be determined and evaluated during her/his probationary period. Having established the recent related clinical experience, the Employer will credit a new employee with one annual service increment for each year of service, (part-time employees will be credited with an annual service increment for every 1500 hours). If a period of more than two years has elapsed since the employee has occupied a full time or part time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer.

Employees shall receive recognition for recent related clinical experience on the basis of one annual service increment for each year of experience up to the maximum on the salary grid. This provision shall be applicable to nurses now employed and to new hires, but no adjustments shall be made prior to the effective date.

- (b) An annual increment shall be paid on each full time employee's anniversary date of employment. A part time employee shall advance on the salary grid after having completed 1500 hours. The parties recognize that for the period from January 1, 1987 to March 31st, 1990 the one year equivalence was 150 tours and prior to that it was 200 tours.

- 22.08 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, or where an employee alleges she/he has been improperly classified, 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 review the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step #2 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure, it may be referred to arbitration.

Any change in the rate established by the Employer through meetings with the Union or by a Board of Arbitration shall be retroactive to the time at which the new or changed classification was first filled.

- 22.09 (a) An annual uniform allowance of \$160.00 will be paid on the first day of March of each year to all full time employees who have completed their probationary period. A probationary employee, as of March 1, shall receive the uniform allowance upon successful completion of her/his probationary period.
- (b) An annual uniform allowance of \$80.00 will be paid on the first day of March of each year to all regular part time employees who have completed their probationary period. A probationary employee, as of March 1, shall receive



the uniform allowance upon successful completion of her/his probationary period.

**ARTICLE 23 - APPENDICES**

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

Appendix A - Salary Schedule  
Appendix B - List of Professional Responsibility Assessment Committee  
Chairpersons  
Letters of Understanding

SIGNING PAGE

Dated at \_\_\_\_\_ Napanee \_\_\_\_\_, Ontario, this 28 day of June, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Trina McGarvey"

"Lisa Turner"

Labour Relations Officer

"Jessica Sinclair"

"Lana Greer-Connell"

"Angela Malcolm"

\_\_\_\_\_

"Carol Corcoran"

\_\_\_\_\_

**APPENDIX 'A'**  
**SALARY SCHEDULE**  
**HOURLY RATES**

Classification - Registered Nurse

	1-Apr-18	1-Apr-19
Start	\$ 32.66	\$ 33.23
1 Year	\$ 32.81	\$ 33.39
2 Years	\$ 33.36	\$ 33.94
3 Years	\$ 35.00	\$ 35.62
4 Years	\$ 36.66	\$ 37.30
5 Years	\$ 38.72	\$ 39.40
6 Years	\$ 40.80	\$ 41.52
7 Years	\$ 42.89	\$ 43.64
8 Years	\$ 45.94	\$ 46.75
25 Years	\$ 46.76	\$ 47.57

**APPENDIX 'B'**

**CHAIRPERSONS**

**PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE**

Note: Should the need arise for an Independent Assessment Committee, the parties will meet to discuss suitable candidates. A selected Chairperson will be mutually agreed upon by the parties.

**LETTER OF UNDERSTANDING**

Between:

**JOHN M. PARROTT CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Local Scheduling

The parties agree if requested, to meet to discuss the possible need for considering the implementation of extended tours, individual circumstance arrangement, innovative scheduling and weekend worker.

Dated at Napanee, Ontario, this 28 day of June, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Trina McGarvey"

"Lisa Turner"  
Labour Relations Officer

"Jessica Sinclair"

"Lana Greer-Connell"

"Angela Malcolm"

\_\_\_\_\_

"Carol Corcoran"

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**JOHN M. PARROTT CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Occupational Health and Safety Committee

It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*.

The Occupational Health and Safety Committee will recommend appropriate solutions to promote health and safety in workplaces, including, but not limited to:

- Violence in the Workplace (include Verbal Abuse)
- Musculoskeletal Injury Prevention
- Needle Stick Injury Prevention
- Personal Protective Equipment
- Nurses who regularly work alone or who are isolated in the workplace.

Dated at Napanee, Ontario, this 28 day of June, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Trina McGarvey"

"Lisa Turner"  
Labour Relations Officer

"Jessica Sinclair"

"Lana Greer-Connell"

"Angela Malcolm"

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"Carol Corcoran"

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