

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE REGIONAL MUNICIPALITY OF PEEL  
(PEEL MANOR AND SHERIDAN VILLA CENTRES FOR THE AGED  
TALL PINES AND MALTON VILLAGE LONG TERM CARE CENTRES  
AND THE VERA M. DAVIS COMMUNITY CARE CENTRE)  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND:**

**ONTARIO NURSES' ASSOCIATION  
(HEREINAFTER REFERRED TO AS "THE UNION")**

**Expiry Date: March 31, 2022**

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**ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Agreement is to establish satisfactory employment relations between the Employer and the Nurses covered by this Agreement.
- 1.02 It is recognized that nurses wish to work together with the Employer to secure the best possible nursing care and health protection for residents. Appropriate committees have been created under this Agreement to work towards this objective.

**ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole exclusive bargaining agent for all Registered and Graduate Nurses at Peel Manor, Sheridan Villa, Malton Village and Tall Pines Centres for the Aged and the Vera M. Davis Community Care Centre, save and except Supervisor of Nursing, persons above the rank of Supervisor of Nursing, Adjuvant, nurses performing in a non-nursing capacity, or other employees in classifications covered by subsisting collective agreements.
- 2.02 The Employer recognizes the following categories of Registered Nurses:
- (a) A full-time nurse who is regularly scheduled for more than twenty-four (24) hours per week;
  - (b) A regular part-time Registered Nurse who is regularly scheduled for twenty-four (24) hours or less per week, and who offers to make a commitment to be available for work on the following regular basis:
    - i) Will make herself/himself available to work two (2) shifts per week;
    - ii) Will be available to work every second weekend;
    - iii) Will be available to work a combination of any two of days, evenings, or night shifts;
    - iv) Will be available to work either Christmas or New Years.
  - (c) All other part-time Registered Nurses shall be considered casual Registered Nurses.
- Note; Article 2.02 (b) (iii) shall only apply to Registered Nurses hired after October 28, 2003.
- 2.03 A Registered Nurse is a Nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act.
- 2.04 The word "Centre" when used throughout this Agreement will mean Peel Manor Centre for the Aged, Tall Pines Long Term Care, Malton Village Long Term Care, Sheridan Villa Centre for the Aged, or Vera M. Davis Community Care Centre, and the word "Centres" shall have a corresponding meaning.

- 2.05 For the purposes of interpretation, whenever gender is used in this Agreement, it shall be deemed to include all genders, and, similarly, the singular shall include the plural and vice versa, as applicable.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, and make and alter from time to time reasonable rules, and regulations, maintain discipline and efficiency. The Union shall be notified of any changes in rules and regulations prior to implementation;
  - (b) Hire, promote, demote, transfer, or reclassify employees, and to discharge, discipline or suspend any employee for just cause, provided that a claim by an employee who has acquired seniority that she/he has been improperly dealt with in one of these areas, or discharged, disciplined or suspended without just cause, may be the subject of a grievance and dealt with as hereinafter provided. An employee who has not acquired seniority shall bear the onus in discharge, discipline or suspension matters of establishing that such action was arbitrary or discriminatory;
  - (c) Generally to operate and manage its operations in all respects in accordance with its commitments and responsibilities and in pursuance of its policies and, without limiting the generality of the foregoing, to decide on the number of employees needed in any classification, establish job qualifications, the schedules of production, decide on regular assignments of work, the methods and processes and means of operation and the extension, curtailment or cessation of operations;
  - (d) The Employer shall exercise the above provisions in a reasonable manner consistent with the provisions of this collective agreement.

### **ARTICLE 4 – NO DISCRIMINATION**

- 4.01 Neither the Employer nor the Union shall discriminate against any member of the bargaining unit because of her/his membership or non-membership in the Union, or in any way which would be contrary to provisions of the Ontario Human Rights Code.

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between employers, employees, and the Union. Nurses should feel empowered to report incidents of disruptive behaviour without fear of retaliation. The parties are both committed to a harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner.

A nurse who believes that she or he has been harassed contrary to this provision may file a grievance under Article 8 of this Agreement.

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

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

- 4.03 The Centre and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the Ontario Human Rights Code.

#### **ARTICLE 5 – NO STRIKES OR 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 the operation of this Agreement. The meaning of the words "strike" and "lock-out" shall be defined as in the Labour Relations Act, 1995.

#### **ARTICLE 6 – UNION REPRESENTATION**

- 6.01 The Union shall have the right to appoint or otherwise select:
- (a) A Negotiating Committee of five (5) Registered Nurses, one (1) from each; for a total of five (5) and one of which one will be the Bargaining Unit President. The above-noted Registered Nurses will participate in meetings with the Employer's Representatives for the purpose of negotiating a renewal Agreement. Once negotiation dates are confirmed by the parties, the Labour Relations Officer will inform Negotiation Team members of the confirmed dates, and those members will submit the Request for Leave form to their respective Director of Care or designate for confirmation of leave.
  - (b) A Grievance Committee in each Centre of two (2) Registered Nurse representatives to function in accordance with the terms of this Agreement but with limitations as noted below:
    - i) The two (2) Registered Nurse representatives shall be appointed or elected by the Union's members at that Centre; one (1) shall represent full-time Registered Nurses and one (1) shall represent part-time Registered Nurses.
    - ii) Registered Nurse representatives will not leave their jobs for the purpose of conducting any business on behalf of the Union, or in connection with this Agreement, without obtaining the permission of their immediate supervisors. Such permission shall not be unreasonably withheld.
  - (c) A Nursing Committee in each Centre of two (2) Registered Nurses to function in accordance with the terms of the collective bargaining agreement and Article 6.02. Where a Centre does not have a Site representative the Bargaining Unit President will have the right to attend the Nursing Committee meetings as set forth in Article 6 of this Agreement.
  - (d) An Occupational Health and Safety Committee in each Centre which shall be comprised of at least one (1) member of the bargaining unit.

Nursing Professional Committee and Association Management Committee

- 6.02 (a) Meetings between the Employer and the Nursing Committee shall be convened every three (3) months unless otherwise agreed. Any meeting so called shall be without loss of regular pay at the Registered Nurse's regular rate of pay. Either party shall endeavour to submit in writing prior to such meetings suggestions and requests which they deem important for discussion. Regularly scheduled meetings shall be held on mutually agreeable dates, and meetings which are requested to take place between regularly scheduled meetings shall normally be held within seven (7) calendar days of request.

Copies of the Minutes of each meeting at each site will be forwarded to the Bargaining Unit President. Where available, email will be utilized.

- (b) An Association – Management Committee shall be established composed of up to five (5) members from each party. The purpose of this Committee is to identify and discuss issues which affect more than one Centre and which may affect Nurse - management relations and to provide a means of ongoing consultation. The Committee shall meet twice a year unless the Committee agrees otherwise. Minutes of these meetings shall be maintained.
- (c) The Nursing Committee and the Union members on the Association-Management Committee shall have the right at any time to have the assistance of a representative of the Ontario Nurses' Association.
- (d) The Association shall have the right at any time to have the assistance of a representative of the Ontario Nurses' Association.
- 6.03 The Union committees shall have the right to have the assistance of representatives or consultants outside the employ of the Employer on the Centre's premises with the permission of the Centre Administrator.
- 6.04 The Union will inform the Centre's Administrator in advance, in writing, of the names of its officers, Negotiating Committee members, Grievance Committee members, and Nursing Committee members.

The above-noted employees will be permitted to participate in meetings with Employer representatives on matters relating to either negotiations or administration of this agreement. The authorized time spent in such meetings or with grievors up to and including arbitration proceedings shall be without loss of regular pay or benefits.

- 6.05 During the orientation period, a representative of the Union shall be allowed a period of time up to thirty (30) minutes within regular working hours to meet with newly hired Registered Nurses, and to discuss with them the benefits and duties of Union membership and responsibilities to the Union and to the Employer.

**ARTICLE 7 – UNION DUES**

- 7.01 It shall be a condition of employment of all Registered Nurses hired that Union Dues as specified by the Union shall be deducted from their earnings and remitted to the Union whether or not they sign applications for membership in the Union. Such deductions are to commence in the month immediately following the date of hire. The monies so deducted shall be forwarded to the Ontario Nurses' Association central office by the end of each

month of deduction together with a list of names, addresses phone numbers and Social Insurance numbers of Registered Nurses on whose behalf such deductions were made, based on the information that the Employer has on file.

Dues are to be deducted from part-time Registered Nurses when they work any portion of the month.

- 7.02 The Union will save the Employer harmless from any and all claims for amounts deducted from pay in accordance with the terms of this Article.
- 7.03 The Employer shall provide each Registered Nurse with a statement of income and deductions for income tax purposes (T4 supplemental slip) which shall include therein the deduction for Union dues.
- 7.04 The Employer agrees to acquaint new Registered Nurses with the fact that the Union agreement is in effect, and with the conditions of employment set out in this Article dealing with dues check-off.
- 7.05 The Employer shall provide the Union with the name, address, social insurance number, tour(s) of duty, employment status, and effective date of employment of a newly hired Registered Nurse within one (1) month of her/his starting date.
- 7.06 The Employer shall inform the Union of those Registered Nurses who have terminated. The list (one per Centre) shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. A copy of this list will be sent to the Bargaining Unit President of the local Association

## **ARTICLE 8 – COMPLAINTS AND GRIEVANCES**

- 8.01 If a Registered Nurse has a complaint regarding the application, interpretation, administration or alleged violation of any provisions of this agreement, the Registered Nurse shall take the matter up orally with her/his Supervisor within seven (7) business days after the circumstances giving rise to such grievance have occurred. The Supervisor will give her/his answer to the complaint within seven (7) business days after it has been brought to her/his attention. It is understood that a Registered Nurse has no grievance until she/he has first given her/his Supervisor an opportunity of adjusting the complaint.
- 8.02 If such complaint or question is not settled to the satisfaction of the Registered Nurse, then the following steps of the Grievance Procedure may be invoked in order:

### **Step 1**

The Registered Nurse's grievance shall be set forth in writing and shall be presented to her/his Supervisor within seven (7) business days after the circumstances giving rise to such grievance have occurred. The submission shall include reference to the specific clause and article of the agreement allegedly violated or misinterpreted and redress sought.

The Supervisor and/or Director of Care shall meet with the Registered Nurse and the Registered Nurse representative within seven (7) business days to review the grievance. The reply will be in writing to the Union within seven (7) business days, giving her/his disposition and her/his reason thereof.

## Step 2

If a settlement has not been reached under Step 1, the Union may refer the grievance to the Administrator or designate and the Grievance Committee within seven (7) business days of the Supervisor's/ Director of Care's Step 1 reply. The Administrator of the Centre and the Director of Care or designate nominee, together with the Registered Nurse, and Representative(s) of the Grievance Committee shall meet within seven (7) business days of the receipt of the referral to Step 2. It is understood and agreed that a representative of the Ontario Nurses' Association will be present at the meeting. The Administrator of the Centre may also request the presence of a Human Resources Representative. Written reply to the grievance shall be given to the Union within seven (7) business days after such meeting.

If a grievance is not settled to the satisfaction of either party to this agreement by the procedure outlined above, then either party may, within fourteen (14) business days of the reply of the Administrator or Human Resources Representative, refer the grievance in accordance with the provisions contained in Article 9.09.

- 8.03 A claim by a Registered Nurse that she/he has been unjustly disciplined will be treated as a grievance at step 1 of the grievance procedure.

A claim by a Registered Nurse that she/he has been unjustly suspended or discharged from her/his employment, will be treated as a special grievance commencing at Step 2 of the Grievance Procedure, providing such claim is filed within seven (7) business days after the suspension or discharge occurs.

A Registered Nurse shall have a Union representative present at disciplinary interviews unless the Registered Nurse waives the right in writing, after consultation with a Union Representative. The Employer will advise the Registered Nurse of her/his right to representation prior to the commencement of such interviews. While the Registered Nurse is entitled to written reason(s) for disciplinary action taken against her/him, she/he is not entitled to receive them prior to the imposition of discipline. However, she/he is entitled to be apprised verbally of the nature of the Employer's complaint.

- 8.04 Any of the time allowances provided in this Article may be extended by mutual agreement in writing between the Union and the Employer. In the event the parties agree to waive Step 1 of the grievance procedure, such agreements shall be confirmed in writing.
- 8.05 Grievances relating to discharge may be settled by confirming the action taken by the Employer or by reinstating the employee with full compensation or by any other arrangement deemed to be just and equitable by the conferring parties or Board of Arbitration.
- 8.06 Both parties to the agreement shall have the right to lodge a grievance with the other party concerning the application, interpretation, administration, or alleged violation of this agreement which concerns all or a group of Registered Nurses. Such grievance shall be presented in writing to the other party within fourteen (14) business days of the incident or events giving rise to the grievance and shall be entered at the second step of the Grievance Procedure.
- 8.07 It is understood that for the purpose of Article 8 a business day is Monday to Friday, excluding statutory holidays and weekends.

- 8.08 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her or his union representative. In the case of suspension or discharge, the Centre shall notify the nurse of this right in advance. The Employer also agrees to notify the Union.

The Employer agrees that where a nurse is required to attend a meeting with the Employer that may lead to disciplinary action it will inform the nurse of the purpose of the meeting and her or his right to union representation. The Union will provide a representative to participate in such meetings as soon as possible but no longer than five (5) business days of being notified.

## **ARTICLE 9 – GRIEVANCE MEDIATION AND ARBITRATION**

### **Mediation**

- 9.01 Subject to agreement by both parties, the following mediation process will be used before any grievance is referred to arbitration. The intent of the process is to provide a neutral third party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.
- 9.02 The parties will establish a list of five (5) persons who will be asked to act, on a rotating basis, as a grievance mediator. The parties shall equally share the fee of the mediator.
- 9.03 The mediation session will be attended by representatives from the union (including the grievor) and regional management. The persons attending should be familiar with the content of the grievance and have the authority to enact a resolution.
- 9.04 Once agreement is reached to mediate a grievance the session shall commence within sixty (60) calendar days. If the appointed mediator is unavailable within sixty (60) days of the appointment then the appointment will be given to the next mediator in turn. In addition, should any of the applicable parties be unavailable within this sixty (60) day period then they shall appoint a substitute to attend.
- 9.05 Provided the parties agree there should be no limit to the number of grievances submitted for mediation at a single session. There shall be no use of legal counsel or witnesses for this mediation process. Any evidence which either party wishes to submit will be given to the other party at least three (3) calendar days prior to the mediation session.
- 9.06 Any concessions, discussions or offers to settle a grievance, which occur during the mediation process will not prejudice either party at arbitration should the matter not be resolved.
- 9.07 The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties should the mediation process occur during a Nurse's scheduled hours of work they will be paid their normal rate of pay.
- 9.08 Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of each mediation session may be submitted to arbitration within the time lines set out in article 8.

Arbitration

- 9.09 The parties agree that a grievance concerning the application, interpretation, administration or alleged violation of this agreement and including any question as to whether a matter is arbitrable may be referred to a Sole Arbitrator, at the written request of either of the parties hereto. The written request shall contain the name of the Sole Arbitrator proposed by the party requesting arbitration.
- 9.10 Within seven (7) calendar days of the request, the responding party shall advise the party requesting arbitration of its agreement or disagreement with the Sole Arbitrator proposed and, if the responding party disagrees with the proposed Sole Arbitrator, it shall also advise the requesting party of its proposed Sole Arbitrator. If the parties are still in disagreement, the above shall continue for not more than (30) thirty days at which time a request for the appointment of an arbitrator may be made to the Minister of Labour.
- 9.11 The decision of the Sole Arbitrator shall be binding on both parties.
- 9.12 The Sole Arbitrator shall not have any power to alter or change any of the provisions of this Agreement, nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement. The Sole Arbitrator shall have the power to alter a penalty consistent with the provisions of this Agreement. The Sole Arbitrator shall have the power to alter a penalty consistent with the provisions of Section 48(17), of the Labour Relations Act, 1995 as amended.
- 9.13 Each of the parties to this agreement shall bear one-half of the fees and expenses of the Sole Arbitrator.
- 9.14 The time limits set out in the Grievance and Arbitration Procedures herein, are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, subject only to the provisions of the Labour Relations Act., 1995.

**ARTICLE 10 – PROFESSIONAL RESPONSIBILITY**

- 10.01 In the event that the Employer assigns a number of patients or workload to an individual Registered Nurse or group of Registered Nurses 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 patient care, she/he or they shall:

Complain in writing to the Nursing Professional Committee (this Committee consists of the Nursing Committee as set out in Article 6.01 (c) plus representatives of the Employer) within five (5) calendar days of the alleged improper assignment. The Chairperson of the Nursing Professional Committee shall convene a meeting within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

In the event that a workload complaint cannot be resolved internally through the mechanism established by the parties above, an external Committee as set out below shall then apply.

- (a) Failing resolution of a workload complaint within five (5) calendar days of the meeting of the Nursing Professional Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) Registered

Nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Centre, and one (1) chosen from a panel of four (4) independent Registered Nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent Registered Nurses shall act as Chairperson.

- (b) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Assessment Committee shall report its findings in writing to the parties within fourteen (14) calendar days following completion of its hearing.
- (c) The panel of four (4) independent Registered Nurses who are well respected within the profession selected by the parties are named in Appendix A. The members of the panel shall sit in rotation as agreed in this memorandum. 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.
- (d) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

10.02 The assignment of patient care duties, shall be in accordance with the Regulated Health Professions Act and related statutes and regulations and in accordance with guidelines established by the College of Nurses of Ontario from time to time, and any Employer policy related thereto shall meet those requirements.

## **ARTICLE 11 – JOB SECURITY**

11.01 Newly hired Nurses shall be considered to be on probation for a period of five hundred and twenty five (525) hours worked. With the written consent of the Employer, probationary Nurse, and the Bargaining Unit President of the Local Union or designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional four hundred and fifty hours (450) worked and, where requested, the employer will advise the Nurse and the Union of the basis of such extension with recommendations for the Nurse's professional development. The parties recognize that ongoing feedback about the Nurse's progress is important to the probationary Nurse.

The release of a probationary Nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary Nurse is released for:

- (a) reasons which are arbitrary, discriminatory or in bad faith;
- (b) exercising a right under this Agreement

The employer agrees to provide a probationary Nurse with written reasons for her or his release within seven (7) days of such release, with a copy to the Local Union.

11.02 (a) A seniority list for all full-time Registered Nurses based on last date of hire and a list for all part-time Registered Nurses under the agreement based on number of

worked hours of duty since date of last hire as part-time Registered Nurses shall be drawn and administered by each Centre and posted on the respective Centre's bulletin board. Where the seniority date and the date of hire are different, the seniority list will reflect both. These lists shall be revised in January of each year. Revised lists will be forwarded to the Union. Additions and deletions shall be forwarded to the Union as they occur.

Note: For Nurses working at Tall Pines and Malton Village Centre effective the date of ratification their seniority will be calculated as follows:

Full time seniority will be calculated from the date of last hire in the Region of Peel into positions that are within this bargaining unit;

Part-time seniority will be calculated by the number of hours worked since the date of last hire in the Region of Peel in positions that are within this bargaining unit.

For greater clarity, any Nurse who transferred from an existing Centre to Tall Pines or Malton Village shall have their seniority calculated including seniority held at the previous Centre.

- (b) On or before March 31<sup>st</sup> of each calendar year the Employer will provide the Union with a consolidated homes seniority list separated into full time, part time/casual bargaining positions and which site they currently work.
- 11.03 (a) Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:
- i) when on approved leave of absence with pay;
  - ii) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
  - iii) when absent due to disability including WSIB benefits, LTD benefits including the period of the disability program covered by Employment Insurance or absence due to illness or injury;
  - iv) when on leave set out in the Employment Standards Act 2000 that applies to the employee, subject to the applicable sections of that legislation as amended from time to time.
- (b) Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:
- i) when on an approved leave of absence without pay that exceeds thirty (30) consecutive calendar days;
  - ii) when absent due to layoff;
  - iii) when absent on account of accident or illness and not in receipt of sick leave or WSIB.
- (c) Seniority and all rights of a Registered Nurse shall cease and her/his employment shall be deemed to be terminated when a Registered Nurse:

- i) quits for any reason;
  - ii) retires or is retired in conformity with the pension regulations;
  - iii) is discharged and not reinstated through the Grievance Procedure or arbitration provisions of this agreement;
  - iv) has been on lay-off for a continuous period of twelve (12) months, in the case of employees with less than one (1) year's service or thirty-six (36) months in the case of employees with more than one (1) year's service;
  - v) is absent for three (3) working days without notifying the Employer except when a Registered Nurse has a reasonable explanation for a failure to give such notice;
  - vi) who is a casual employee and has not made themselves available for three (3) consecutive calendar months or who has made themselves available but has not accepted an offered shift for three (3) consecutive calendar months, and is not on an approved absence as per the provisions of this agreement or has not given the Employer a reasonable explanation for not submitting or accepting shifts. Any correspondence sent to an employee in this regard will be copied to the Union.
- (d) Seniority for part-time Registered Nurses shall accrue for absences due to a disability resulting in WSIB benefits, or non-occupational, or illness or injury, with appropriate medical documentation substantiating the illness or injury, in excess of thirty (30) consecutive calendar days. The rate of accumulation 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 Registered Nurse is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

- 11.04 (a) In promotions, filling of job vacancies, newly created jobs, or transfers within the bargaining unit the following factors shall govern:
- i) qualifications to perform the posted job;
  - ii) seniority at the Centre, then seniority within the bargaining unit and then applicants from outside the bargaining unit. Where factor (i) is relatively equal amongst applicants, then factor (ii) shall govern.

In the event that the successful bidder is not retained for more than three (3) months in the position to which she/he was promoted, the Centre shall offer that individual any lesser vacant position in the bargaining unit if such is available once the posting provisions in the Collective Agreement have been complied with.

Probationary employees will only be considered for posted vacancies when no applicant with seniority is qualified for the position.

A Registered Nurse selected as a result of a posted vacancy need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her/his selection.

The Employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

- (b) All vacancies which are anticipated to remain vacant for three (3) months or longer and that are required to be filled shall be posted across the organization on each of the Centre's appropriate bulletin boards (as delegated by the Centre's Administration) for a minimum period of seven (7) calendar days. A copy of the posting will be forwarded to the Bargaining Unit President of the Union.
- (c) The Employer shall select the employee to fill the vacancy within fourteen (14) calendar days of expiry date of the posting and the successful applicant will be placed on the job as soon as possible after the award.
- (d) The Employer retains the right to fill a vacancy from other sources if bidding employee(s) do not possess the qualifications needed for the job or if no employee applications are received.
- (e) A notice shall be posted on the appropriate bulletin boards advising of the successful applicant with a copy forwarded to the Bargaining Unit President of the Union.
- (f) To fill a temporary vacancy that is not anticipated to exceed six (6) months, the Employer shall offer the position to the most senior part-time bargaining unit Registered Nurse at the Centre who is qualified to perform the job.

To fill a temporary vacancy that is anticipated to exceed six (6) months, the Employer shall offer the position to the most senior bargaining unit Registered Nurse at the Centre who is qualified to perform the job.

A Registered Nurse who fills a temporary position shall not be eligible for another temporary position for one year from the time of the end of the temporary position, unless there are no other interested candidates. The duration of each temporary vacancy in its entirety will be for a minimum of two (2) weeks but not exceed one (1) year per Registered Nurse.

- (g) If there is no successful applicant following a posting in the Centre under Article 11.04, then the Employer will offer the position to the most senior laid off Registered Nurse who has indicated to their Administrator, in writing, a desire to be recalled at any of the five (5) Regional Centres. No external applicants will be considered until all written requests from laid off Registered Nurses have been honoured. Such offers made by the Employer and accepted by the Registered Nurse, shall constitute a recall of the Registered Nurse under Article 11.05.
- (h) Regional Redeployment Registry

The parties agree to participate in the Union's Regional Registry by accepting job applications and referrals.

Such referrals shall be considered subsequent to the internal job posting procedure and maintained for a six-month period.

## 11.05 Layoff - Definition and Notice

### (a) Notice

In the event of a proposed layoff of a permanent or long term nature, unless necessitated by an emergency, or the elimination of a position within the bargaining unit, the Employer shall:

- i) provide the Union with no less than three (3) months written notice of the proposed layoff or elimination of position; and
- ii) provide to the affected employee(s), if any, no less than three (3) months written notice of layoff, or pay in lieu thereof.
- iii) it is agreed and understood that notice to the Bargaining Unit president and to the affected employees can be given simultaneously.
- iv) Nurses given notice of layoff must make their choice as per 11.05 b) ii) known to the Employer within ten (10) business days of receipt of notice.
- v) The Employer shall meet with the local Association to review the following:
  - A) the reasons causing the layoff;
  - B) the service which the Employer will undertake after the layoff;
  - C) the method of implementation including the areas of cut-back and the Registered Nurses to be laid off.

### 11.05 (b) Layoff - Process and Options

- (i) In the event of a layoff, nurses shall be laid off in the reverse order of seniority in the affected Centre(s), provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off. Lay-off in full-time positions shall be separate from lay-off in part-time positions.
- (ii) Nurses shall have the following entitlements in the event of a layoff;
 

A nurse who has been notified of a long term layoff may:

  - (A) accept the layoff; or
  - (B) opt to retire if eligible under the terms of the pension plan as outlined in Article 17.02; or
  - (C) elect to transfer to a vacant position provided that she or he is qualified to perform the available work; or
  - (D) displace another nurse in a same or lesser classification who has lesser seniority in the affected Centre whose work the nurse subject to layoff is qualified to perform.

A "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.

(c) Recall from Layoff

Recall in full-time positions shall be separate from recall in part-time positions. Full-time and regular part-time nurses shall be recalled in the order of seniority, subject to the following provisions, provided that a nurse recalled is qualified to perform the available work:

- i) All full-time and part-time nurses who are on lay-off shall be given job opportunity in their respective full-time or part-time category on one occasion only before any new nurse is hired into either category.
- ii) A Registered Nurse who has been on lay-off shall report for work within seven (7) days after receiving notice by Registered Mail/Courier sent to her/his last address on record with the Employer, or shall advise the Employer within five (5) days after receiving notice of her/his intention to return to work, unless prevented from doing either for good and sufficient reason.
- iii) Employees who are on layoff may continue to participate in all benefit plans, except STD or LTD, at their request, for a maximum of fifty-two (52) weeks or until the employee secures comparable employment. The employee is responsible for the full cost of all benefit premiums.

11.06 (a) Notwithstanding any provision to the contrary elsewhere in the agreement, a Registered Nurse who transfers from full-time to part-time employment shall:

- i) remain in the OMERS pension plan and she/he shall have the Employer's contribution to such plan deducted from the percentage-in-lieu of benefits;
  - ii) Such a Registered Nurse shall be fully credited with her/his total seniority, and shall not serve a probation period as a part-time Registered Nurse.
- (b) In the event that a Registered Nurse is transferred from a part-time position to a full-time position, she/he shall be credited with seniority proportionate to the amount of hours worked.
- (c) For purposes of this Collective Agreement in all situations the conversion factor upon transfer from part-time to full-time shall be that 1500 hours of part-time employment equals one year of full-time employment.
- (d) A nurse whose status is changed from full-time to part-time shall receive credit for her or his seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. For the purpose of job posting competitions only, full-time or part-time seniority, once converted to a date, shall not precede the nurse's date of hire.
- (e) The parties agree that employees participating in job sharing and time sharing as outlined in the Letters of Understanding respecting job sharing and time sharing will have their seniority calculated to the part-time equivalent using the same formula specified under Article 11.06 (d) when changing their status from full-time to part-time.

11.07 (a) In order to protect the standard of nursing care the Centre agrees that no one outside the above described bargaining unit shall perform the work normally performed by members of this bargaining unit except for the purposes of instruction or experimentation or in the event of an emergency situation.

(b) Service Agreement

The Employer shall upon entry into any service agreement with the Ministry of Health in respect of residents cared for by members of this bargaining unit provide to the Union copies of any documents or materials which it is required to post in the Centre pursuant to the Municipal Centres for the Aged and Rest Centres Act.

11.08 (a) A Registered Nurse who is transferred to a position outside of the bargaining unit for a period of not more than three (3) months, or is seconded to teach for an academic year shall not suffer any loss of seniority, service or benefits.

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

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

(b) In the event that a Registered Nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the Registered Nurse is returned to a position in the bargaining unit, the Registered Nurse's seniority will accrue from the date of her or his return to the bargaining unit.

(c) It is understood and agreed that a Registered Nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

(d) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the local Association of the names of any Registered Nurses performing the duties of positions outside of the bargaining unit, the date the assignment commenced, the area of assignment and the duration of such assignments.

11.09 A newly hired Registered Nurse shall have an orientation of up to ten (10) days to familiarize herself/himself with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of Registered Nurses in the Centre. During such an orientation she/he shall be an additional Registered Nurse to the usual staffing pattern.

11.10 The Employer and the Union agree to place employees on a seniority list as per Article 11; however, in the event that employees share the same start date a lottery shall determine their position on the seniority list. The lottery shall be attended by the ONA Representative, a member of Management, and the impacted employees.

## **ARTICLE 12 – ADVERSE REPORTS**

- 12.01 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for one year. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards either period referenced above.

## **ARTICLE 13 – HOURS OF WORK**

- 13.01 The regular work-week shall consist of thirty-seven and one half (37.5) hours but may be averaged over a two week period so that Registered Nurses shall work ten (10) days and seventy-five (75) hours in the two week period. (This paragraph does not apply to part-time Registered Nurses.)

There shall be an unpaid half hour lunch period for Registered Nurses.

In order to fulfil the professional requirements of the job there shall be an unpaid grace period of up to fifteen (15) minutes in addition to normal hours for the purposes of reporting.

The regular work week above does not represent a guarantee of work and employees may work less than thirty-seven and one-half (37.5) hours per week, or less than seventy-five (75) hours in a two-week period.

The days of work for each Registered Nurse, the starting and quitting time each day and time for lunch and rest periods (2 - 15 minute paid periods) will be determined by the Employer in accordance with its requirements.

- 13.02 Should a Registered Nurse be recalled to duty during meal time, the time involved shall be included in hours worked.

- 13.03 (a) Tour schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period.
- (b) Two (2) consecutive days off will be scheduled during each work week, however, by mutual agreement of the Registered Nurse and Administrator, schedules may provide for more than five (5) consecutive days of work, but not more than seven (7) consecutive days of work without days off as long as four (4) days off are scheduled each fourteen (14) days.

This provision does not apply to part-time Registered Nurses.

- (c) Full-time nurses will be scheduled to work every other weekend.
- (d) Present time and permanent tour arrangement schedules including weekends off shall remain in effect unless changed by mutual agreement of the parties. Should a Registered Nurse be required to work on scheduled weekends off, she/he shall be paid overtime rates as specified in Article 13.04 (c) for that weekend and every successive weekend worked until a Registered Nurse receives a weekend off.

However, this payment shall not apply if:

- i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse;
  - ii) Such nurse has requested weekend work; or
  - iii) Such weekend is worked as a result of an exchange of shifts with another nurse.
- (e) These scheduling regulations may be waived between December 15th and January 15th and the Employer shall endeavour to grant all Registered Nurses five (5) consecutive days off but will grant at least four (4) consecutive days off at Christmas or New Year's. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day.

Time off at New Year's shall include New Year's Eve and New Year's Day. Registered Nurses will alternate Christmas and New Year's off unless mutually agreed otherwise.

- (f) A Registered Nurse who is called in or reports for work as scheduled shall receive a minimum of four (4) hours' pay. Part-time Registered Nurses who are required to come in to work with less than two (2) hours' notice and who consequently are 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.
- (g) A part-time Registered Nurse scheduled to work, then informed that she/he is not required for duty, will receive four (4) hours' pay at the basic rate if informed less than sixteen (16) hours from the starting time of the scheduled tour.
- (h) When it is made mandatory by the Employer for a Registered Nurse to attend meetings, in-service, and other work-related functions outside of her/his regularly scheduled working hours, and the Registered Nurse does attend same, she/he shall be paid for all time spent on such attendance at her/his regular straight time hourly rate of pay, or at the Registered Nurse's option, she/he shall receive equivalent time off.
- (i) When a Registered Nurse is temporarily filling a staff position, she/he shall maintain the normal schedule of the Registered Nurse she/he is replacing.
- (j) The Employer shall endeavour to offer shifts in the following manner:

The four (4) senior most regular part-time Registered Nurses at each Centre shall be offered four (4) shifts per pay period before any shifts are offered to a less senior Registered Nurse.

To fill vacancies on the schedule, and vacancies occurring after the schedule has been posted, the Employer will offer individual shifts to regular part-time Registered Nurses by seniority on a rotating basis before offering them to, in this order, casual Registered Nurses, job sharers, or time sharers.

- (k) A shift trade between two employees will not result in overtime for either employee.

13.04 Overtime

- (a) A Registered Nurse required to work in excess of the daily number of tour hours will be paid for such excess hours at one and one-half ( $1\frac{1}{2}$ ) times her/his hourly rate. Overtime at the rate of time and one-half ( $1\frac{1}{2}$ ) will be paid for time worked by a Registered Nurse in excess of seventy-five (75) hours in a two (2) week pay period. Overtime shall be paid on the greater basis of overtime as above but not both.

If there are no Registered Nurses available to perform the overtime then the Registered Nurse on duty with the lowest number of consecutive shifts worked prior to the overtime hours may be required to work the overtime into the subsequent tour.

If the Nurse who works the overtime tour has to work a number of tours following such overtime tour she/he shall have the option of being scheduled off on her/his subsequent tour, if practicable.

The Nurse working the overtime tour shall work in the unit where overtime is required. The Employer has the right to re-assign Nurses in the occurrence of an emergency.

Where a Registered Nurse has worked and accumulated approved overtime hours, such Registered Nurse shall have the option of electing payment at the applicable overtime rate, or time off equivalent to the applicable overtime rate.

- (b) If banked overtime is not taken within 30 days of the date earned at a time mutually agreeable to the parties, it will be paid out.
- (c) When a Registered Nurse works on her/his days off such Registered Nurse shall be compensated at the rate of time and one-half ( $1\frac{1}{2}$ ). (This does not apply to part-time Registered Nurses.)
- (d) When a tour schedule is changed without forty-eight (48) hours notice the Registered Nurse shall be paid at the premium rate of time and one-half ( $1\frac{1}{2}$ ) for the first tour of the new schedule. It is understood that a change in tour initiated by a Registered Nurse and approved by the Centre shall not result in overtime pay.
- (e) Overtime compensation of double the Registered Nurse's regular straight time hourly rate shall be paid to a Registered Nurse for all work performed in excess of seven and one-half ( $7\frac{1}{2}$ ) hours on a paid holiday or a tour for which she/he receives time and one-half ( $1\frac{1}{2}$ ) her/his regular straight time hourly rate.
- (f) When the Employer fails to schedule a period of two (2) consecutive tours off between tours of duty, the Employer will pay the Registered Nurse time and one half ( $1\frac{1}{2}$ ) for the following tour of duty worked.
- (g) When an overtime tour is available it will be offered as follows:
- (i) full-time from the Centre by seniority on a rotating basis;
  - (ii) part-time from the Centre by seniority on a rotating basis;
  - (iii) casual part-time from the Centre by seniority on a rotating basis.

- 13.05 A Registered Nurse who is called back to work after having completed her/his day's work and left the Employer's premises but before the start of her/his next tour or day's work shall be paid for a minimum of four (4) hours at overtime rates or time and one-half (1½) for the hours worked in accordance with the guidelines from the Director of Care.

#### **ARTICLE 14 – LEAVE OF ABSENCE**

- 14.01 The Employer shall provide up to six (6) approved paid absence days per calendar year, payable at the employee's regular wage rate.
- 14.02 The Employer may grant leave of absence without pay to any Registered Nurse for legitimate personal reasons.

Personal leave of absence shall be dealt with by a Registered Nurse's application for leave of absence in writing, submitted as far in advance as possible to her/his Director of Care. The Director of Care shall give her/his answer in writing as soon as possible and no later than seven (7) calendar days.

Personal leave of absence may be extended by the Employer on receipt of written or oral request. The request and approval of the extension shall be confirmed in writing by the Director of Care as soon as possible and no later than five (5) calendar days.

#### 14.03 Bereavement Leave

In the event of the death of a Registered Nurse's spouse or same sex spouse, child, son-in-law, daughter-in-law, father, mother, father-in-law, mother-in-law, brother, sister, or grandchild, the Employer shall grant three (3) working days leave of absence without loss of pay. Death of a Registered Nurse's brother-in-law, sister-in-law, or grandparent or grandparent of spouse shall result in paid leave of one (1) day. Pay shall be at the Registered Nurse's regular rate and a Registered Nurse shall be paid only for that time which she/he normally would have worked. Requests for additional leave of absence without pay will be handled in accordance with the terms of Clause 14.02 above.

"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.

A part-time Registered Nurse shall only receive pay for those hours which coincide with her/his regular scheduled tours.

- 14.04 (a) The Director of Care of the Centre will upon two (2) weeks' notice of request of leave of absence, in writing, grant leave of absence without pay or loss of seniority to delegated Registered Nurses to attend Union business, including conferences, conventions, and Provincial Committee meetings, provided that such leave does not exceed seven (7) calendar days and does not impact the operating capability of the Centre, and further provided that no more than one (1) Registered Nurse is absent at any one time with the possibility that a second Registered Nurse may be absent at the discretion of the Director of Care. Such leave shall apply to a maximum of sixty (60) work days' aggregate leave per calendar year at each Centre.

An Employee who serves as Local co-ordinator 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 Co-ordinators for the Ontario Nurses' Association will be separate from the Union leave provided above.

During such leave(s) of absence salary and benefits will be kept whole by the Employer and the Employer will bill the Ontario Nurses' Association on a monthly basis - a separate bill for salary and a separate bill for gross benefits.

- (b) Only one Registered Nurse at any time 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. There shall be no loss of seniority. Credits for salary advancement and vacation entitlement will be adjusted on a pro-rata basis. Leave of absence for Board Members of the Ontario Nurses' Association will be separate from the Union leave provided in section 14.03 (a) above.
- (c) A Registered Nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to two (2) years. During such leave(s) of absence salary and benefits will be kept whole by the Employer and the Employer will bill the Ontario Nurses' Association on a monthly basis - a separate bill for salary and a separate bill for gross benefits.

#### 14.05 Jury Duty

If a Registered Nurse is required to serve as a juror in any court of law or required by subpoena to attend a court of law or Coroner's inquest, or the College of Nurses of Ontario in connection with employment with the Region as a witness, the Registered Nurse shall not lose her/his regular pay because of such attendance provided that the Registered Nurse:

- (a) notifies the Employer immediately upon receiving notification to attend court;
- (b) presents proof of service requiring attendance;
- (c) promptly repays the amount (other than expenses) paid for such service or attendance to the Employer;
- (d) a Registered Nurse will normally come to work during those regularly scheduled hours that she/he is not required to attend Court. In the event that a Registered Nurse is scheduled other than a day shift, she/he shall not be required to attend at a Hearing and then report for duty the same day;
- (e) a Registered Nurse will not be required to work on the night shift prior to such duty. When the Registered Nurse's presence is required in Court past 5:00 p.m., she/he shall also not be required to attend work for her/his night shift commencing later that day;
- (f) the Registered Nurse shall notify the Director of Care as soon as possible when required for service under any of the above circumstances.

A part-time Registered Nurse shall only receive pay for those hours which coincide with her/his regularly scheduled tours.

#### 14.06 Pregnancy and Parental Leave

- (a) Pregnancy and parental leave will be granted in accordance with and subject to the limitations and restrictions in, the provisions of the Employment Standards Act, 2000 as amended from time to time, except where amended in this provision.
- (b)
  - i) In the case of pregnancy leave, the Registered Nurse shall give written notification at least one (1) month in advance of the anticipated date of commencement of such leave and the expected date of return.
  - ii) The Registered Nurse shall reconfirm her/his intention to return to work on the date originally approved in subsection (i) above by written notification received by the Centre at least four (4) weeks in advance thereof.
  - iii) The Employer may require a Registered Nurse 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, provided that in all such cases pregnancy leave shall commence no earlier than seventeen (17) weeks before the expected birth date.
- (c) Under the current Employment Standards Act, 2000, a-Registered Nurse who has taken a pregnancy leave under this Article may be eligible to be granted a parental leave of up to sixty-one (61) weeks duration, and a Registered Nurse who has not taken pregnancy leave may be eligible to take a parental leave- of up to sixty-three (63) weeks duration. In cases of adoption, the Registered Nurse shall advise the Centre 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 Registered Nurse finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing
- (d) The Registered Nurse 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.
- (e) Registered Nurses newly hired to replace Registered Nurses who are on approved pregnancy or parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, the Registered Nurse shall be credited with seniority from the date of hire, and tours completed will be credited towards completion of the probationary period.

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

- (f) Effective February 1, 1991, on confirmation by the Employment Insurance Commission of the appropriateness of the Region's Supplemental Unemployment Benefit (SUB) Plan, a Registered Nurse who is on pregnancy or parental leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy or parental benefits pursuant to the Employment Insurance Act and its regulations thereto shall be paid a supplemental 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 Region of the Registered Nurse's Employment Insurance cheque stub as proof that she/he is in receipt of Employment Insurance pregnancy or parental benefits, and shall continue while the Registered Nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks in the case of pregnancy leave, or a maximum of ten (10) weeks in the case of parental leave. The Registered Nurse's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours.

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

#### 14.07 Education Leave

The parties acknowledge that the responsibility for professional development is shared between the Registered Nurse and the Employer. In this regard, the local parties will endeavour to provide flexible work schedules to accommodate the Registered Nurse's time off requirements.

- (a) Leaves of absence, without pay, for the purposes of furthering professional nursing career development may be granted on written application by the Registered Nurse to the Director of Care, or designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or regular part-time Registered Nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which Registered Nurses are enrolled to enhance their nursing qualifications.

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

- (c) Leave of absence without pay for the purpose of attending short courses, workshops or seminars to further professional nursing career development may be granted at the discretion of the Employer upon written application by the Registered Nurse to the Director of Care.

#### 14.08 Professional leave without pay will be granted to Registered Nurses who are elected to the College of Nurses of Ontario, to attend regularly scheduled meetings of the College of Nurses.

#### 14.09 Leave to Be a Classifier

Employees may be granted leave with pay and with full accumulation of seniority and service as well as all other benefits under the collective agreement in order to serve as “classifiers”. This leave will be subject to the operational requirements of the Centres.

#### 14.10 Military Leave

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

#### 14.11 The Peer Feedback Process of the Quality Assurance Program required by the College of Nurses of Ontario.

The above referenced Peer Feedback is confidential information which the Nurse is expected to obtain by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario.

### **ARTICLE 15 – PAID HOLIDAYS**

#### 15.01 There shall be thirteen (13) paid holidays as follows:

|   |                               |
|---|-------------------------------|
| New Year's Day (January 1)                      | Civic Holiday                 |
| Family Day (3 <sup>rd</sup> Monday in February) | Labour Day                    |
| Good Friday                                     | Thanksgiving Day              |
| Easter Monday                                   | Remembrance Day (November 11) |
| Victoria Day                                    | Christmas Day (December 25)   |
| 2 <sup>nd</sup> Friday in June                  | Boxing Day (December 26)      |
| Canada Day (July 1)                             |                               |

and any other day proclaimed as a holiday by the Federal, Provincial or the Municipal Government.

#### 15.02 When a Registered Nurse works on a holiday she/he shall receive premium pay at the rate of time and one-half (1½) for the first seven and one-half (7½) hours worked on such holiday in addition to holiday pay at regular earnings on such holiday. On at least 3 weeks' written notice in advance of the holiday, a full-time Registered Nurse may opt to take a day off in lieu of the holiday pay, subject to mutual agreement with her/his Supervisor on the lieu day which is to be granted and which must occur within thirty (30) calendar days after said holiday. If a Nurse is unable to take a day off within the thirty (30) calendar day period, holiday pay will be paid out in accordance with this article. A Nurse may only accumulate a maximum of two (2) such days.

#### 15.03 In order to qualify for payment of the above holiday, a Registered Nurse is required to work the scheduled tour immediately preceding and immediately succeeding the holiday, except where absence on either or both of said tours only is due to verified personal illness, or accident or absence on leave of absence of less than one (1) month.

For purposes of qualifying for holiday pay in the above paragraph, those Registered Nurses who are scheduled for one-half (½) a tour shall be considered to have worked a full tour.

- 15.04 When any of the above holidays occur during a Registered Nurse's vacation with pay period, an extra day's vacation is allowed.
- 15.05 For purposes of administration of this Article where there is an overlap of hours into the calendar holiday, only that tour on which the majority of hours fall within the calendar holiday shall qualify for premium hours, premium payment shall be for all hours worked on that tour.
- 15.06 When any of the above holidays occurs on a Registered Nurse's regular scheduled day off, a lieu holiday shall be allowed and shall be taken at a time mutually agreeable to the Supervisor and the Registered Nurse within the same or the following pay period.
- 15.07 Where possible the Employer shall schedule a Registered Nurse to be off on the paid holiday that falls on a Monday or Friday where she/he is scheduled to be off on the adjacent Sunday or Saturday and to schedule the Registered Nurse to work the Monday or Friday where she/he is scheduled to work on the adjacent Sunday or Saturday.

### **ARTICLE 16 – VACATION WITH PAY**

- 16.01 Effective December 1, 2013, vacation will accrue on a Monthly Vacation Accrual plan as follows:
- (a) Registered Nurses shall be granted vacations as follows:
- |   |   |                     |
|---|---|---------------------|
| Less than one (1) year's continuous service | - | 1.25 days per month |
| One (1) year's continuous service           | - | three (3) weeks     |
| Three (3) years' continuous service         | - | four (4) weeks      |
| Twelve (12) years' continuous service       | - | five (5) weeks      |
| Nineteen (19) years' continuous service     | - | six (6) weeks       |
| Twenty-eight (28) years' continuous service | - | seven (7) weeks     |
- (b) The following supplementary vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:
- An employee who has completed thirty years of continuous service shall be entitled to an additional five days' vacation, with pay.
- An employee who has completed thirty-five years of continuous service shall be entitled to an additional five days' vacation, with pay.
- To clarify, every employee who has attained their 30th or 35th anniversary date as of the effective date of this provision shall be entitled to have the full five days vacation banked.
- (c) Vacation pay for full-time Registered Nurses shall be computed on the basis of the Registered Nurse's regular weekly salary.

Vacation pay for part-time Registered Nurses shall be computed as a percentage of gross earnings at:

|  |       |
|--|-------|
| Less than one (1) year's continuous service (1500 hours) | - 6%  |
| One (1) year's continuous service                        | - 6%  |
| Three (3) years' continuous service                      | - 8%  |
| Twelve (12) years' continuous service                    | - 10% |
| Nineteen (19) years' continuous service                  | - 12% |
| Twenty-eight (28) years' continuous service              | - 14% |

- (d) The supplementary vacation referred to in Article 16.01 (b), shall be applicable to part-time Registered Nurses as follows:

A part-time employee shall receive an additional 2% vacation pay in her 31st and 36th years of employment.

16.02 The selection of vacation dates, will, where practical, be granted on the basis of seniority. The Employer shall determine the number of employees who will be on vacation at any one time.

- (a) Vacation requests for February, March and April must be submitted by the Registered Nurse to his/her supervisor or the supervisor's delegate by December 15<sup>th</sup> of each year. Approval of such requests shall be finalized and posted no later than January 1<sup>st</sup>.

Vacation requests for May and June, must be submitted by the Registered Nurse to her/his supervisor or the supervisor's delegate by March 15<sup>th</sup> of each year. Approval of such requests shall be finalized and posted no later than April 1<sup>st</sup>.

Vacation requests for July, August and September must be submitted by the Registered Nurse to his/her supervisor or the supervisor's delegate by May 15<sup>th</sup> of each year. Approval of such requests shall be finalized and posted not later than June 1<sup>st</sup>.

Vacation requests for October, November, December and January must be submitted by the Registered Nurse to his/her supervisor or the supervisor's delegate by August 15<sup>th</sup> of each year. Approval of such requests shall be finalized and posted not later than September 1<sup>st</sup>.

- (b) Any other vacation requests will be granted subject to the operational needs of the Centre being met. Such written requests will be considered in priority of their receipt by the supervisor or the supervisor's delegate. Provided that the vacation request has been made no greater than 6 months in advance, the Employer will endeavor to provide a response to the vacation request as soon as possible, but no later than 14 calendar days of the receipt of the request. Such requests will not be unreasonably denied. NOTE: This sub provision only applies to vacation requests outside the dates set out in provision (a) above.

16.03 When a Registered Nurse's employment is terminated for any reason, full payment on a pro-rata basis for vacation earned but not taken will form a portion of such Registered Nurse's termination pay.

- 16.04 For full-time Registered Nurses vacation pay may be issued in advance only in extenuating circumstances, and subject to approval of the Director, where extended out-of-country travel limits accessibility of funds. For part-time employees, vacation pay shall be issued on the employee's bi-weekly pay.
- 16.05 Prior to leaving on vacation, Registered Nurses shall be advised, upon request, as to the time and date on which to report for work following vacation provided that the period of vacation will not exceed two weeks. Where the period of vacation does exceed two weeks, the Employer will endeavour to provide this information to the Registered Nurse, upon request.
- 16.06 (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continued into the scheduled vacation period and for which the Registered Nurse can provide appropriate medical documentation which substantiates the illness the period of illness shall be considered sick leave. Such sick leave shall not be counted against the employee's vacation credits.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave. Such sick leave shall not be counted against the employee's vacation credits.
- 16.07 Where an employee's scheduled vacation is interrupted due to bereavement, the period of bereavement shall be considered bereavement leave. Such bereavement leave shall not be counted against the employee's vacation credits.
- 16.08 An employee who is on a leave of absence of more than forty-five (45) calendar days shall not accumulate vacation while on leave. This includes sick leave, unpaid education leave and unpaid personal leave. All other unpaid leaves including Employment Standards Act protected leaves are excluded.

## **ARTICLE 17 – HEALTH & DISABILITY BENEFITS**

- 17.01 The Employer shall provide at its cost the following insured plans, to be administered in accordance with the rules and regulations of the plans:
- (a) Basic Group Life Insurance coverage at 2x time annual basic earnings to age 69 to a maximum of \$200,000; 1x annual basic earnings at age 70 to a maximum of \$200,000; and \$2,500 at age 75.
- Basic Accidental Death and Dismemberment coverage at 2x time annual basic earnings to age 69 (to a maximum of \$200,000); 1x annual basic earnings at age 70 (to a maximum of \$200,000); AD & D coverage terminates at age 75).
- (b) Semi-private hospital accommodation.
- (c) Extended health benefit deductible is \$15 each benefit year per each insured person, up to a maximum of \$35 per family.
- (d) Employer's self-insured salary continuation plan (Short Term Disability Plan) which provides benefits for up to 15 weeks for non-occupational illness or injury which extends beyond 3 working days. Benefits are based on length of service, and in accordance with the following schedule:

| <u>Length of Service</u>  | Full Salary | 2/3rds Salary |
|---|-------------|---------------|
| Less than 3 months  | nil         | nil           |
| 1 <sup>st</sup> of the months following 3 months but less than 1 year | nil         | 15 weeks      |
| 1 year but less than 2 years  | 2 weeks     | 13 weeks      |
| 2 years but less than 3 years   | 3 weeks     | 12 weeks      |
| 3 years but less than 4 years   | 4 weeks     | 11 weeks      |
| 4 years but less than 5 years   | 5 weeks     | 10 weeks      |
| 5 years but less than 6 years   | 6 weeks     | 9 weeks       |
| 6 years but less than 7 years   | 7 weeks     | 8 weeks       |
| 7 years but less than 8 years   | 8 weeks     | 7 weeks       |
| 8 years but less than 9 years   | 9 weeks     | 6 weeks       |
| 9 years but less than 10 years  | 10 weeks    | 5 weeks       |
| 10 years but less than 11 years                                       | 11 weeks    | 4 weeks       |
| 11 years but less than 12 years                                       | 12 weeks    | 3 weeks       |
| 12 years but less than 13 years                                       | 13 weeks    | 2 weeks       |
| 13 years but less than 14 years                                       | 14 weeks    | 1 week        |
| 14 years or more  | 15 weeks    | nil           |

- (e) The Employer will provide 100% of the OHIP billed premium through the Employer Health Tax.
- (f) Compulsory Dental Plan at least equivalent to Blue Cross # 9 Dental Plan, to be administered in accordance with the current O.D.A. fee schedule. The basic plan is to be 100% paid by the Employer. The major restorative benefit and orthodontic benefit premiums will be 50% paid by the employer, with the employee portion being paid through payroll deduction. The maximum combined benefit per eligible person is \$2,000 per calendar year.
- Dependents under 21 years of age (25 if a full-time student) are eligible for the orthodontic benefit on a 50% reimbursement basis up to a lifetime maximum of \$1,500 per enrolled dependent child. Orthodontic expenses are not included in the \$2,000 combined benefit maximum referenced above.
- (g) The Employer has a comprehensive general liability policy which includes medical malpractice insurance for its employees.
- (h) A Vision Care Plan providing 100% reimbursement, to a maximum of \$425 every two (2) calendar years. A vision examination every two (2) years, to a maximum cost of \$75, shall be a qualifying expense. Vision Care benefits may be used for laser surgery.
- (i) Hearing Examinations – The employer agrees to pay 100% of the cost of hearing examinations every 2 years to a maximum of \$325. Hearing aids are provided to a maximum of \$500 every 5 years.
- (j) Physiotherapy – The employer agrees to provide payment for physiotherapy treatment to a maximum of \$375 per year, per insured person.
- (k) Massage Therapy – The employer agrees to provide payment for massage therapy to a maximum of \$375 per year, per insured person.
- (l) Chiropractic – The employer agrees to provide payment for chiropractic services to a maximum of \$375 per year, per insured person.

- (m) Orthopaedic shoes and orthotic inserts are covered to a combined maximum of \$400 per insured person, to a maximum of \$1200 per family per benefit plan year. This orthopaedic cap maximum is waived if the shoes are attached to and form part of a brace.
- (n) Professional services of a licensed Naturopath, Osteopath\*, Chiropracist\*\*, Podiatrist, Speech Therapist, up to \$200 for each covered person per benefit plan year.

\*includes a maximum of \$15 for one x-ray examination ordered by a licensed chiropractor or osteopath.

\*\*an additional \$100 per benefit plan year may be paid per covered person for the surgical removal of toenails or the excision of plantar warts.

Note: Under some circumstances, benefits may not be payable until the government plan, where applicable, has paid its yearly maximum. Where a practitioner is charging over and above the government fee schedule, the difference between the government fee and the practitioner charge may be claimed.

- (o) Drug Cards – issued to all employees who participate in the drug plan.
  - (p) Professional services of a licensed Psychologist, Social Worker, Family Therapist, Clinical Counsellors or Psychotherapist, up to a combined maximum of \$1,000 per covered person in a benefit year.
- 17.02 (a) The Employer agrees to continue in operation the Ontario Municipal Retirement System (OMERS) as outlined in the plan and the Region's by-law.
- (b) The Employer will provide to all employees who retire on or after January 1, 2002 and have not yet reached age 65, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premiums, in advance.
- 17.03 The Employer shall make available to Registered Nurses the following optional insured plans, with premiums to be paid 100% by the employees. These plans are to be administered in accordance with the rules and regulations of the plans. Any amendment to optional plans initiated by the insurance carrier will become part of the plan.
- (a) Optional Accidental Death and Disability Insurance program providing coverage to a maximum \$300,000.
  - (b) Optional Life Insurance coverage to Employees (\$300,000 maximum), Spousal (\$200,000 maximum) and Dependents (\$10,000 per child).
  - (c) Optional Critical Illness coverage to Employees (\$200,000 maximum), Spousal (\$200,000 maximum) and Dependents (\$20,000 maximum per child).

- 17.04 The Employer shall administer for all regular full-time employees up to age 65 a compulsory Long Term Disability Insurance plan to provide per month, the lesser of \$5000 or 60% of insured earnings; insured earnings refers to the employee's monthly basic earnings to a maximum of \$8,333. Long Term Disability premiums are 100% employee paid. Employees have the right to appeal Long Term Disability claims through the Insurance Provider.

## **ARTICLE 18 – GENERAL PROVISIONS**

- 18.01 (a) The Union will have a separate bulletin board at each Centre for posting of Union notices.
- (b) The Employer will provide the Union locker space or a locked filing cabinet at each Centre.
- 18.02 The parties to the agreement agree to allow the Ontario Nurses' Association to assemble this Collective Agreement and agree to equally share in the cost of the printing of the collective bargaining agreement booklets.
- 18.03 The Union may hold meetings on Centre premises provided permission has been first obtained from the Employer.
- 18.04 A Registered Nurse is required to have a renewed Certificate of Registration on or before February 15th of each year. The Centre will obtain evidence from the College of Nurses Web Site that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the Registered Nurse's Certificate of Registration to remain in effect. If the Registered Nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the Registered Nurse will be placed on a leave of absence without pay. If the Registered Nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the Registered Nurse being placed on leave of absence without pay by the Centre will result in the Registered Nurse being deemed no longer qualified and the Registered Nurse shall be terminated from the employ of the Centre. Such termination shall not be the subject of a grievance or arbitration.
- 18.05 The employer will provide mileage allowance in keeping with the Regional Policy— Business Expense Accounts, for travel between sites where union representatives fulfilling their obligations under the terms of the collective agreement are required to drive their personal vehicle to attend meetings with the employer. Where the Employer has requested a Union Representative to attend meetings at other Centres, during the normal hours of work of such representative, time spent travelling between these Centres will be at straight time.
- 18.06 Meal Allowance
- A nurse who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, but shall be provided at the time of the meal period with a hot meal or six dollars (\$6.00) if the Centre is unable to provide the hot meal.

**ARTICLE 19 – OCCUPATIONAL HEALTH AND SAFETY**

- 19.01 The Region agrees to abide by the provisions and appropriate regulations of the Occupational Health and Safety Act.
- 19.02 (a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the Centre, in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Union from each Centre.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions relating to occupational health and safety.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its function.
- (e) Meetings shall be held every third month or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the Committee, including up to one (1) hour of preparatory time, shall be deemed to be time worked for which she/he shall be paid by the Employer at a regular rate and she/he shall be entitled to such time from her/his work as is necessary.
- (g) The Joint Occupational Health and Safety Committee shall conduct monthly inspections to identify such dangers and hazards, institute means of improving Health and Safety programs and recommend actions to be taken to improve conditions relating to Occupational Health and Safety. Scheduled time spent in all such activities shall be considered as time worked.
- (h) The Employer will review with the Joint Health and Safety Committee written policies to address the management of violent behaviour. Such policies will include but not be limited to:
- i) Designing safe procedures for employees
  - ii) Providing training appropriate to these policies
  - iii) Reporting all incidents of workplace violence
- (i) The Employer shall:
- i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
  - ii) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
  - iii) ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace.

- (j) A worker shall,
  - i) work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
  - ii) follow the policies, procedures and directions of the Centre to promote the safety of employees and the workplace;
  - iii) use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
  - iv) report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and report to his or her employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.

(k) Infectious Diseases

The Employer and the Union desire to arrest the spread of infectious diseases in the Centre.

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

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

- (l) The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, through policies, procedures and training in the areas of, but not limited to:
  - i) Musculoskeletal Injury Prevention
  - ii) Needle Stick Injury Prevention
  - iii) Personal Protective Equipment
  - iv) Training designed to ensure competency under the Act
  - v) Infectious Diseases/Infection Prevention and Control
  - vi) Violence in the Workplace

19.03 Aggressive Client Action

The parties agree that if aggressive client incidents occur, such incidents 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.

The parties further agree that suitable subjects for discussion at the Joint Labour Management Committee will include aggressive residents.

**ARTICLE 20 – MODIFIED WORK COMMITTEE**

20.01 (a) The Employer will notify the representative at each Centre designated by the Local Union of the names of all Registered Nurses off work due to work related injury or when a Registered Nurse goes on LTD.

(b) Joint Modified Work Committee

The parties agree to establish a Joint Modified Work Committee consisting of one (1) employee member and one (1) alternate member for each Centre selected or appointed by the local Union, and one (1) Employer member for each Centre to be determined by the Employer together with the Region's Manager responsible for Occupational Health and Safety, or appropriate designate, who shall act as Chairperson.

The Chairperson of this committee shall act as a resource person to the Committee and the Committee's liaison with the treating physician, Vocational/Rehabilitation Services, and the Workplace Safety and Insurance Board, or benefit provider.

The purpose of the Committee is to review and recommend appropriate individual case strategies for providing for the safe and successful return of workers (full-time, part-time, casual, job-share and time-share) to the workplace as soon as possible after an accident or illness, work related or non-work related.

The Committee will meet as required and all such authorized time spent in Committee meetings shall be without loss of regular pay or benefits.

All Committee members agree to respect the confidentiality of information and documentation provided for its consideration, including documentation obtained through the employee's treating physician, the Workplace Safety and Insurance Board, and/or the employee's Vocational/Rehabilitation Case Worker, or benefit provider.

The Committee will be responsible for:

- i) Determining if the employee's regular job can be modified;
- ii) Comparing the demands of jobs and tasks with an employee's current abilities;
- iii) Recommending duties to be assigned to the injured worker which allow him or her to ease back to a full workload gradually;
- iv) Such other related matters as the Committee deems appropriate.

Any employee who is off work and collecting Disability benefits and who is returning to work under modified duties, will not receive less than their Disability benefit entitlement, be it STD, LTD or WSIB as defined in Article 17.01 of the Collective Agreement.

## **ARTICLE 21 – IN-SERVICE EDUCATION**

- 21.01 The In-service Education Program will be directed towards the learning needs of the Centre's Registered Nurses with input from the Registered Nurses welcomed. It shall be a planned program aimed at updating Registered Nurses to changes in nursing procedures and practices on a continuing basis.

In-service programs will be scheduled in a manner to encourage maximum attendance of all interested Registered Nurses. Registered Nurses required to attend programs outside of their working hours will be paid at their regular rate of pay.

- 21.02 From time to time the Employer will assign Registered Nurses to attend in-house or external seminars or workshops at the Employer's expense and without loss of regular pay. Opportunities to attend will be provided as equitably as practical. Normally this will be achieved by sending Registered Nurses to courses on a rotating basis.

Whenever the evening or night Registered Nurse is assigned by the Employer to attend an in-service program, seminar or workshop, the Registered Nurse's work schedule shall be revised, if practicable, to accommodate the assignment. For quality of work life balance a Registered Nurse if scheduled to work the night of or the evening prior to the scheduled in-service may opt to utilize their vacation time.

- 21.03 A Registered Nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario.

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

## **ARTICLE 22 – COMPENSATION**

- 22.01 All changes in salary whether the result of promotion, demotion, or attainment of a service anniversary shall be effective on the date of such occurrence.

- 22.02 (a) A nurse shall be paid a shift premium of two dollars and twenty-five cents (\$2.25) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and sixty-five cents (\$2.65) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours.

- (b) A nurse shall be paid a weekend premium of two dollars and eighty cents (\$2.80) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties may agree upon. If a nurse is receiving premium pay under Article 13.03 (d), pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

- 22.03 (a) A Registered Nurse who is assigned overall responsibility for each Centre, including between 7:00 am to 8:30 am Monday to Friday, shall be paid charge pay of two dollars (\$2.00) per hour in addition to her/his regular rate of pay.
- (b) A Registered Nurse who is in assigned responsibility by the Director of care or the Centre Administrator for the Director of care functions for a full tour or more shall be compensated at the rate of eleven dollars and fifty cents (\$11.50) per tour so assigned.

22.04 Premiums shall be listed in such a way as to distinguish them from regular earnings.

- 22.05 (a) A newly hired Registered Nurse shall move up one increment on the salary grid for every year of related experience up to the maximum on the salary grid. Registered Nurses currently on staff will have their salary adjusted at the date of award (October 28, 2003).

Note: The parties agree that there will not be retroactivity for the above change and that Registered Nurses requesting adjustments to their current pay schedule must provide proof of previous relevant experience to the Director of Care.

- (b) Full-time Registered Nurses shall advance to the next increment on the salary grid on their anniversary date of employment.

Part-time Registered Nurses shall advance to the next increment on the salary grid after each two hundred (200) tours from date of their employment.

- (c) Registered Nurses who change their status from full-time to part-time and vice versa will maintain their same level on the salary grid. In addition a Registered Nurse who is so transferred will receive full credit for service accumulated since date of last advancement.

- (d) A nurse who is promoted to a higher rated classification, either permanently or on a temporary basis, within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that the nurse shall receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which the nurse has been promoted) and the nurse shall retain her or his service review date for purposes of wage progression. A nurse who is moved to a lower rated classification will be placed at the level on the grid, if any, which most closely recognizes her or his experience level on the other grid.

22.06 When a new classification (which is covered by the terms of this collective agreement) is established by the Centre, the Centre shall determine the rate of pay for such new classification and notify the local Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Centre to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after receipt of notice from the Centre of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Centre.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator, as the case may be) shall be based on

the relationship established by comparison with other nursing classifications within the Centre, having regard to the requirements of such classifications.

22.07 Registered Nurses presently employed on specific tours on a permanent basis will not be rotated without their consent.

22.08 The Employer agrees to pay annually a uniform allowance as follows:

|     |                                     |          |
|-----|-------------------------------------|----------|
| (a) | Full-time Registered Nurses         | \$148.50 |
| (b) | Regular Part-time Registered Nurses | \$ 74.25 |
| (c) | Casual Part-time Registered Nurses  | \$ 37.13 |

Uniform allowance shall be paid in the first pay in July of each year. Employees hired after June 30th of the prior year will receive a pro-rated amount.

The Union agrees that in view of the amendments to Article 22.08 the Employer may keep the employees' share of any EI rebate.

22.09 The Employer agrees that an employee who suffers an illness or injury arising out of her or his employment at the Centre shall have wages and benefits continued in accordance with the attached Letter of Agreement and Understanding. This provision applies to full-time employees only.

22.10 Wage Schedules

#### REGISTERED NURSE

|          | April 1, 2018 | April 1, 2019 | April 1, 2020 | April 1, 2021 |
|----------|---------------|---------------|---------------|---------------|
| Start    | \$32.66       | \$33.23       | \$33.81       | \$34.40       |
| 1 Years  | \$32.81       | \$33.38       | \$33.96       | \$34.55       |
| 2 Years  | \$33.36       | \$33.94       | \$34.53       | \$35.13       |
| 3 Years  | \$35.00       | \$35.61       | \$36.23       | \$36.86       |
| 4 Years  | \$36.67       | \$37.31       | \$37.96       | \$38.62       |
| 5 Years  | \$38.72       | \$39.40       | \$40.09       | \$40.79       |
| 6 Years  | \$40.80       | \$41.51       | \$42.24       | \$42.98       |
| 7 Years  | \$42.89       | \$43.64       | \$44.40       | \$45.18       |
| 8 Years  | \$45.94       | \$46.74       | \$47.56       | \$48.39       |
| 25 Years | \$46.76       | \$47.58       | \$48.41       | \$49.26       |

\* A wage increase of 1.4% was negotiated for 2018 and a 1.75% was negotiated for 2019,2020 and 2021; these increases are shown in the above wage scale.

#### PROGRAM SUPPORT NURSE

|          | April 1, 2018 | April 1, 2019 | April 1, 2020 | April 1, 2021 |
|----------|---------------|---------------|---------------|---------------|
| Start    | \$41.68       | \$42.41       | \$43.15       | \$43.91       |
| 1 Years  | \$42.41       | \$43.15       | \$43.91       | \$44.68       |
| 2 Years  | \$42.55       | \$43.29       | \$44.05       | \$44.82       |
| 3 Years  | \$44.89       | \$45.68       | \$46.48       | \$47.29       |
| 4 Years  | \$46.88       | \$47.70       | \$48.53       | \$49.38       |
| 5 Years  | \$48.71       | \$49.56       | \$50.43       | \$51.31       |
| 8 Years  | \$48.84       | \$49.69       | \$50.56       | \$51.44       |
| 25 Years | \$49.69       | \$50.56       | \$51.44       | \$52.34       |

A wage increase of 1.4% was negotiated for 2018 and a 1.75% was negotiated for 2019,2020 and 2021; these increases are shown in the above wage scale.

Note: For purposes of this agreement a full tour consists of 7.5 hours.  
25 year rate effective April 6, 2006

### Registered Nurse

Part-time rates are based on corresponding full-time hourly rates plus 14% in lieu of benefits except for Registered Nurses transferring from full-time to part-time pursuant to Article 11.06 (a).The 14% in lieu of benefits will be paid on all hours paid. The 14% in lieu of benefits paid on overtime hours worked by part-time Registered Nurses will be based on the applicable straight time rate. It is understood and agreed that Holiday Pay for part-time Registered Nurses as well as OMERS pension contributions are included within the percentage paid in lieu of benefits.

### **ARTICLE 23 - DURATION**

23.01 This Agreement, which supersedes all previous agreements, shall remain in effect from and including the 1st day of April, 2018 to and including the 31st day of March, 2022. Notice of amendment or termination may only be given during a period of ninety (90) days preceding the 31st day of March, 2022, or any succeeding anniversary date. If such notice is not given in accordance with the terms hereof, the Agreement will continue in effect from year to year thereafter.

23.02 All changes are effective the first pay period after ratification or arbitration unless otherwise expressly provided.

Retroactivity will be paid within 60 days following the above on the basis of hours paid.

Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Employer may pay retroactivity as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

The Employer will contact former employees who have left the Employer since April 1, 2018, at their last known address on record with the Employer, with a copy to the union, within 30 days of the date of ratification or award to advise them of their entitlement to retroactivity.

Such employees will have a period of 30 days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the thirty (30) day period, their claim will be deemed to be abandoned.

Dated at Toronto, Ontario, this 8<sup>th</sup> day of August, 2022.

**FOR THE EMPLOYER**

*Ann-Marie Case-Volkert*

Ann-Marie Case-Volkert  
Director, Long Term Care (Acting)

*Nairi Kazazian*

Nairi Kazazian  
Manager, Employee & Labour Relations

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

**FOR THE UNION**

*D. Hynnyk*

Labour Relations Officer

*Blalake*

Bargaining Unit President

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

**APPENDIX A – IAC CHAIRS**

Following ratification and Council Approval of the Collective Agreement, the Parties agree to meet in order to discuss Independent Assessment Committee Chairpersons and update the list of same.

**APPENDIX B**

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

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

**SECTION 1: GENERAL INFORMATION**

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

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

Employer: \_\_\_\_\_ Unit//Floor/Pod: \_\_\_\_\_

# of Beds in Unit/Centre: \_\_\_\_\_ Unit//Centre Census this Shift: \_\_\_\_\_

Date of Occurrence: 

|     |       |      |
|-----|-------|------|
| Day | Month | Year |
|-----|-------|------|

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

Is this a Specialty Unit? Yes  No

Name of Supervisor/Charge Nurse: \_\_\_\_\_ Date/ 

|     |       |      |
|-----|-------|------|
| Day | Month | Year |
|-----|-------|------|

 Time notified: \_\_\_\_\_

**SECTION 2: DETAILS OF OCCURRENCE**

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

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

Is this an: Isolated incident?  Ongoing problem?  (when in outbreak)  (Check one)

### SECTION 3: WORKING CONDITIONS

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

Regular Staffing #: RN \_\_\_\_\_ RPN \_\_\_\_\_ PSW \_\_\_\_\_ Clerks & Other \_\_\_\_\_  
 Actual Staffing #: RN \_\_\_\_\_ RPN \_\_\_\_\_ PSW \_\_\_\_\_ Clerks & Other \_\_\_\_\_  
 Agency/Registry RN: Yes  No  And how many? \_\_\_\_\_  
 Junior Staff\*: Yes  No  And how many? RN \_\_\_\_\_ RPN \_\_\_\_\_  
 PSW \_\_\_\_\_ Temp RNs \_\_\_\_\_  
 RN Staff Overtime: Yes  No  If yes, how many staff? \_\_\_\_\_ Total Hours: \_\_\_\_\_

*\*as defined by your unit/floor/pod*

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

Absence/Emergency Leave  Sick Call(s)  Vacancies   
 Management Support available on site? Yes  No   
 On Standby? Yes  No  On Call? Yes  No   
 Did they respond? Yes  No  Did they resolve the issue? Yes  No

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

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

i) Assigning:

Could you assign staff according to their abilities? Yes  No   
 Did you have time to determine what staff was most likely to need your help? Yes  No   
 Did you have time to provide necessary support and supervision? Yes  No

ii) Communication:

Could you regularly check in with staff during the shift to identify the need for support? Yes  No   
 Are there clear roles and responsibilities? Yes  No   
 Are there decision trees, current care plans etc. to assist the CN to quickly identify problems, decide on follow-up action, and who will take that action based on the roles and responsibilities? Yes  No   
 Have you notified compliance? Yes  No

iii) Leadership/Supervision:

Were you given enough time, opportunity, tools and resources to properly supervise? Yes  No   
 Did you need to stop an unsafe situation? Yes  No   
 If yes, did this include intervening or taking over the care of a resident? Yes  No

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

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

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

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

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

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

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

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

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

Communication/Process Issues       Centre in enhanced compliance monitoring

Drs. Days Non-Nursing Duties. Please specify:

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

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

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#### SECTION 5: REMEDY

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

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

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**SECTION 6: RECOMMENDATIONS**

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

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

Equipment/Supplies. Please specify:

Other. Please specify:

**SECTION 7: EMPLOYEE SIGNATURES**

Signature: \_\_\_\_\_ Phone # / Personal E-mail: \_\_\_\_\_

Date \_\_\_\_\_

Submitted: \_\_\_\_\_

**SECTION 8: MANAGEMENT COMMENTS**

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

Yes  No  If yes, date: \_\_\_\_\_

Provide details:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION 9: RESOLUTION**

Is the issue resolved? Yes  No

If yes, how is it resolved?

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

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

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

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

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

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

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

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

**PROBLEM SOLVING PROCESS**

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

**TIPS FOR COMPLETING THE FORM**

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

**LETTER OF UNDERSTANDING**

Between:

**THE REGIONAL MUNICIPALITY OF PEEL**

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: Job Share**

---

The parties mutually agree to test the implementation of a job sharing arrangement whereby two Registered Nurses may share a full-time nursing position in accordance with the following criteria:

1. Requests to job share may be made by Registered Nurses at any time and will be considered on an individual basis. An incumbent full-time Registered Nurse wishing to share her/his position may do so without having her/his half of the position posted.

Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

The determination as to whether a full-time vacancy is to be posted as a regular full-time position or as a job sharing position shall be at the discretion of the Employer. The Employer shall not unreasonably or arbitrarily refuse to implement job sharing, however no more than one (1) position may be allocated in each Centre for the purpose of job sharing at any given time.

2. The total scheduled hours worked by the job sharers shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by the Employer in consultation with the two (2) Registered Nurses involved.
3. The above schedules shall conform with the scheduling provisions in the Collective Agreement for full-time Registered Nurses, except as otherwise expressly stated herein.
4. It is anticipated that each job sharer will endeavour to maintain the continuity of care to the residents by covering the tours of the job sharing partner arising through absence, including vacation. Where a job sharer is going to be absent, she/he will first contact her/his job sharing partner to determine her/his availability to work the tour.

Each job sharer may exchange shifts with her/his partner and must notify the Employer of the change. It is understood such exchanges shall not result in the application of overtime premiums. Where the job sharing partner is unavailable for such exchange, the shift may be exchanged with another part-time Registered Nurse upon request and approval of the Employer. Such approval shall not be unreasonably withheld.

5. The job sharers may mutually determine which partner works on scheduled paid holidays, subject to approval by the Employer, and job sharers together shall only be required to work the number of paid holidays that a full-time Registered Nurse should be required to work.
6. The provisions of Articles 13.03, 13.04(a) and (b) shall not apply to Registered Nurses participating in the job sharing arrangement. All other provisions covering job sharers shall conform with the provisions of the Collective Agreement governing part-time Registered Nurses.

A job sharer required to work in excess of the daily number of four hours will be paid for such excess hours at one and one-half (1-1/2) times her/his hourly rate. Overtime at the rate of time and one-half (1-1/2) will be paid for time worked by a Registered Nurse in excess of seventy-five (75) hours in a two (2) week pay period. Overtime shall be paid on the greater basis of overtime as above but not both.

Should a job sharer be required to work on a scheduled weekend off outside the job sharing arrangement, she/he shall be compensated at the rate of time and one-half (1-1/2) for that weekend and every successive weekend worked, in other than the job sharing position. However, if a job sharer by mutual agreement works on a scheduled weekend off, she/he shall be compensated at the regular hourly rate for weekend work.

7. The job sharers will be considered for call-ins in accordance with Article 13 of the collective agreement.
8. If one of the job sharers leaves the arrangement, her/his position will be posted and her/his part-time status will be retained. If there is no successful applicant to the position, the shared position must revert to a full-time position and the remaining Registered Nurse's employment status will revert to that of a part-time Registered Nurse. Where the remaining Registered Nurse held the full-time position prior to job sharing, she/he will have the option of continuing in the full-time position or reverting to part-time employment status.
9. If any of the parties wish to discontinue the job sharing arrangement, they may do so with ninety (90) days' written notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days or a mutually agreeable time to discuss the discontinuation. Discontinuation shall not be unreasonably or arbitrarily withheld.

This Letter of Understanding covers the period of the job sharing test which will last for one (1) year from the time the job sharing arrangement is initially begun in each of the Centres. The Employer and the Union shall meet prior to the end of the test period, in order to discuss the terms of the continuation of job sharing.

Dated at Toronto, Ontario, this 8<sup>th</sup> day of August, 2022.

**FOR THE EMPLOYER**

*Ann-Marie Case-Volkert*

Ann-Marie Case-Volkert  
Director, Long Term Care (Acting)

*Nairi Kazazian*

Nairi Kazazian  
Manager, Employee & Labour Relations

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**FOR THE UNION**

*D. Dymally*

Labour Relations Officer

*Ala Lubé*

Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

**THE REGIONAL MUNICIPALITY OF PEEL**

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: Time Share**

---

The parties mutually agree to test the implementation of a time sharing arrangement whereby two Registered Nurses may share a seven (7) day per week nursing schedule in accordance with the following criteria:

1. Requests to time share may be made by Registered Nurses at any time and will be considered on an individual basis. An incumbent full-time Registered Nurse wishing to share her/his position may do so without having her/his half of the position posted.

Vacant time sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

The determination as to whether a vacancy is to be posted as a time sharing position shall be at the discretion of the Employer. The Employer shall not unreasonably or arbitrarily refuse to implement time sharing, however no more than one (1) position may be allocated in each Centre for the purpose of time sharing at any given time.

2. The total scheduled hours worked by the time sharers shall equal seven (7) days of regular shifts. The division of these hours or the schedule shall be determined by the Employer in consultation with the two (2) Registered Nurses involved.
3. The above schedules shall conform with the scheduling provisions in the Collective Agreement for full-time Registered Nurses, except as otherwise expressly stated herein.
4. It is anticipated that each time sharer will endeavour to maintain the continuity of care to the residents by covering the tours of the time sharing partner arising through absence, including vacation, up to full-time hours. Where a time sharer is going to be absent, she/he will first contact her/his time sharing partner to determine her/his availability to work the tour.

Each job sharer may exchange shifts with her/his partner and must notify the Employer of the change. It is understood such exchanges shall not result in the application of overtime premiums. Where the time sharing partner is unavailable for such exchange, the shift may be exchanged with another Registered Nurse upon request and approval of the Employer. Such approval shall not be unreasonably withheld.

5. The time sharers may mutually determine which partner works on scheduled paid holidays, subject to approval by the Employer.
6. The provisions of Articles 13.03 (c), 13.04(a) and (b) shall not apply to Registered Nurses participating in the time sharing arrangement. All other provisions covering time sharers shall conform with the provisions of the Collective Agreement governing part-time Registered Nurses.

A time sharer required to work in excess of the daily number of four hours will be paid for such excess hours at one and one-half (1-1/2) times her/his hourly rate. Overtime at the rate of time and one-half (1-1/2) will be paid for time worked by a Registered Nurse in excess of seventy-five (75) hours in a two (2) week pay period. Overtime shall be paid on the greater basis of overtime as above but not both.

Should a time sharer be required to work on a scheduled weekend off outside the time sharing arrangement, she/he shall be compensated at the rate of time and one-half (1-1/2) for that weekend and every successive weekend worked, in other than the time sharing position. However, if a time sharer by mutual agreement works on a scheduled weekend off, she/he shall be compensated at the regular hourly rate for weekend work.

7. The time sharers will be considered for call-ins in accordance with Article 13 of the collective agreement.
8. If one of the time sharers leaves the arrangement, her/his position will be posted and her/his part-time status will be retained. If there is no successful applicant to the position, the remaining Registered Nurse's employment status will revert to that of a part-time Registered Nurse and the full-time position will be posted. Where the remaining Registered Nurse held the full-time position prior to time sharing, she/he will have the option of continuing in the full-time position or reverting to part-time employment status.
9. If any of the parties wish to discontinue the time sharing arrangement, they may do so with ninety (90) days' written notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days or a mutually agreeable time to discuss the discontinuation. Discontinuation shall not be unreasonably or arbitrarily withheld.

This Letter of Understanding covers the period of the time sharing test which will last for one (1) year from the time the time sharing arrangement is initially begun in each of the Centres.

The Employer and the Union shall meet prior to the end of the test period, in order to discuss the terms of the continuation of time sharing.

**FOR THE EMPLOYER**

*Ann-Marie Case-Volkert*

Ann-Marie Case-Volkert  
Director, Long Term Care (Acting)

*Nairi Kazazian*

Nairi Kazazian  
Manager, Employee & Labour Relations

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**FOR THE UNION**

*D. Dymally*

Labour Relations Officer

*Barbara*

Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

**THE REGIONAL MUNICIPALITY OF PEEL**

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: Staffing Level**

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To be annexed to the Collective Agreement for the term April 1, 2011 to March 31, 2014 only.

This Letter of Understanding shall only apply to members of the Bargaining Unit employed in the Registered Nurse (RN) classification and not to other classifications in the Bargaining Unit.

- (a) The Employer will assign at least the same number of regularly scheduled bargaining unit RN hours that are equal to those hours that were scheduled in the last week ending prior to April 1, 2011. For clarity this includes existing vacancies.
- (b) In the event the Employer cannot meet their ongoing obligation for scheduled RN hours in part (a) above, it shall so notify the Union and disclose the reasons thereof.
- (c) If the failure to staff is a recruitment issue following the posting of a RN vacancy, there shall be no violation of this Agreement. The Employer will provide the Union with an outline of recruitment activities.
- (d) Further, if there is a reduction in beds, occupancy levels, or CMI or its equivalent below the levels in effect as of April 1, 2011, or if there is a reduction in funding or insufficient funding, a reduction in the staffing complement shall not constitute a breach of this Agreement, as long as the reduction is proportionate.
- (e) The Centres further agree to provide the data for the staffing complement under this provision within 30 days of Ratification and the Union agrees to confirm the data and/or propose changes within 30 days of receipt of said data. For clarity the data shall include the CMI as at April 1, 2011 and the staffing levels for the last week ending prior to April 1, 2011.

- (f) If there is any other reason for the failure to staff in accordance with this letter, the Union and the Employer will attempt to find a resolution and if unable to do so, the matter may be referred to arbitration.

Dated at Toronto, Ontario this 8<sup>th</sup> day of August, 2022.

**FOR THE EMPLOYER**

Ann-Marie Case-Volkert  
 Ann-Marie Case-Volkert  
 Director, Long Term Care (Acting)

Nairi Kazazian  
 Nairi Kazazian  
 Manager, Employee & Labour Relations

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**FOR THE UNION**

Debra Myrle  
 Labour Relations Officer

Barbara  
 Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

**THE REGIONAL MUNICIPALITY OF PEEL**

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: Cross Centre RN**

---

This letter will confirm the understanding reached between the Parties.

Effective upon ratification of this agreement, the parties agree to establish a joint committee comprised of five (5) Region representatives and five (5) representatives from ONA.

The mandate of this Committee will be to examine the feasibility of scheduling of RNs across Centres.

Such strategies shall include exploration of:

- Part-time/casual pool to be utilized by the 5 Long Term Care centres
- Creation of full-time position(s) shared between centres
- Any other strategies deemed appropriate by the committee.

The Committee will examine the operational details, appropriate work rules and make recommendations required to facilitate these strategies.

The Committee will commence their work within 90 days of ratification of this agreement.

The Committee shall present their recommendations within six (6) months of the commencement of work.

There shall be co-chairpersons, one appointed by the Region and one by ONA from the representatives specified above. The committee may utilize the assistance of Human Resources and the Labour Relations Officer as required. Minutes shall be kept of all meetings.

Any agreement reached by this committee is subject to the sign off of all parties including the ONA Labour Relations Officer.

Dated at Toronto, Ontario this <sup>55</sup>8<sup>th</sup> day of August, 2022.

**FOR THE EMPLOYER**

Ann-Marie Case-Volkert

Ann-Marie Case-Volkert  
Director, Long Term Care (Acting)

Natli Kazazian

Natli Kazazian  
Manager, Employee & Labour Relations

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**FOR THE UNION**

D. Strynoff

Labour Relations Officer

Stalder

Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

**THE REGIONAL MUNICIPALITY OF PEEL**

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: Vacation Monthly Accrual Plan**

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The parties agree to the following Interim Agreement Re: Vacation Monthly Accrual Plan at all the 5 Long Term Care Centres at the Regional Municipality of Peel. This Interim Agreement will be attached to the existing Collective Agreement. Furthermore, the parties agree to address the Monthly Vacation Accrual Plan during the next round of negotiations.

1. The parties agree to convert the existing Annual Vacation Lump Accrual Plan for full time RN's to a Monthly Accrual Plan at the following homes Sheridan Villa, Vera Davis and Peel Manor effective December 1, 2013. Furthermore, the parties acknowledge that the following homes Tall Pines and Malton Village have had the Monthly Accrual Plan in place and will continue this method of accruing vacation;
2. The parties further agree that the terms and conditions of this Letter of Understanding supersedes the language in Article 16.01(b), (e) and 16.02 of the Ontario Nurses' Association Collective Agreement;
3. An employee's vacation balance can exceed the annual entitlement. The vacation balance cannot exceed the total vacation days earned over eighteen (18) months for employees with less than twelve (12) years' service, and twenty-four (24) months for employees with more than (12) years' service.
4. The employer will give 120 days' notice to the employee when their vacation bank is nearing the maximum entitlement. At which point the member will make every effort to request vacation in order to reduce their vacation banks. The Employer, so long as operations will not be jeopardized will not unduly deny vacation requests made by RN's to allow them to reduce their vacation banks.
5. It is understood by the parties that at Sheridan Villa, Vera Davis and Peel Manor that the conversion from Annual Accrual to Monthly Accrual may result in an increase in vacation requests. The Parties agree that In order to reduce the impact of this on the Homes full time members will be allowed to carry in excess of their maximum yearly entitlement for the first year of implementation. On conclusion of that year members will be expected to adhere to the maximum entitlement.
6. For the following Homes Sheridan Villa, V. Davis and Peel Manor the full time members entitlements which would of commenced June 1, 2013 under the old plan will be prorated and placed in their banks within 2 weeks of the effective date December 1, 2013 of implementation of the Monthly Vacation Accrual Plan.
7. The parties agree that any implementation issues regarding this Letter of Understanding will result in a meeting being convened to attempt to resolve the issues.

- 8. The parties agree to a joint communication to explain the changes to the vacation process to the RN group within 30 days of the signing of this Agreement.
- 9. The parties agree that Article 8 of the collective agreement shall apply to any issues or disputes arising from this settlement.

Dated at Toronto Ontario, this 8<sup>th</sup> day of August, 2022.

**FOR THE EMPLOYER**

Ann-Marie Case-Volkert  
 Ann-Marie Case-Volkert  
 Director, Long Term Care (Acting)

Nairi Kazazian  
 Nairi Kazazian  
 Manager, Employee & Labour Relations

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**FOR THE UNION**

[Signature]  
 Labour Relations Officer

[Signature]  
 Bargaining Unit President

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

**LETTER OF UNDERSTANDING**

Between:

**THE REGIONAL MUNICIPALITY OF PEEL**

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: Sick Pay Pending WSIB**

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In consideration of the payment to me by the Regional Municipality of Peel or its Agent with respect to my total disability claim which commenced on \_\_\_\_\_, I do hereby undertake to repay the total of such benefits or such portion thereof as circumstances may require to the Regional Municipality of Peel, should the Workplace Safety and Insurance Board accept liability and pay Workplace Safety and Insurance Benefits for my total disability claim.

I hereby authorize the Workplace Safety and Insurance Board to reimburse the Regional Municipality of Peel from any such Workplace Safety and Insurance benefits to the extent of the amount of disability income benefits paid.

Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

WSIB Claim File No \_\_\_\_\_

**LETTER OF UNDERSTANDING****Between:****THE REGIONAL MUNICIPALITY OF PEEL****And:****ONTARIO NURSES' ASSOCIATION****Collectively the "Parties"****Re: Regular Part-Time B Registered Nurse**

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Whereas Article 2.02 of the Collective Agreement provides for the following categories of Registered Nurses: 2.02 (a) full-time Registered Nurse; 2.02 (b) regular part-time Registered Nurse, and 2.02 (c) casual Registered Nurse;

Whereas the Parties wish to establish the category of regular part-time B Registered Nurse;

The Parties mutually agree as follows:

1. The following terms and conditions shall be effective ninety (90) days following the latter of the date of ratification or Council approval, or the Board's award. It is understood that this Letter of Understanding shall be appended to the Collective Agreement.
2. A regular part-time B nurse shall make a commitment to be available to work as required by the Employer as follows:
  - i) A minimum of four (4) shifts per month for twelve (12) calendar months of the year.
  - ii) Must also be available to work one (1) weekend per month.
  - iii) Must be available to work either Christmas or New Years.
3. Article 2.02 and Article 13.03 (j) does not apply to regular part-time B nurses.
4. The parties agree that the required commitment of availability for regular part-time B nurses, as provided above in paragraph 2, is not a guarantee of shifts of work. Without limiting the generality of the foregoing, nothing in this Letter of Understanding constitutes a guarantee or commitment by the Employer that regular part-time B nurses will be scheduled for the maximum number of shifts of their commitment.
5. Regular part-time B nurses may provide the Employer with their availability to be scheduled additional shifts over and above their commitment as provided for in paragraph 2 above. If the nurse provides such availability, the Employer may schedule the nurse to work additional shifts over and above their commitment in accordance with the nurse's written availability.
6. Regular part-time B nurses will be scheduled after regular part-time nurses (as defined in Article 2.02 (b)) have been scheduled.
7. When extra shifts or overtime tours become available, they will be offered to regular part-time B nurses after being offered to the regular part-time nurses and before casual nurses.

- 8. It is understood that a nurse may not unilaterally change their status from a regular part-time nurse to a regular part-time B nurse or casual nurse (or vice versa), but can only do so through successful application to a job posting for such position.
- 9. All provisions of the Collective Agreement which apply to regular part-time nurses shall also apply to regular part-time B nurses, except as otherwise set out herein.

Dated at Toronto, Ontario this 8<sup>th</sup> day of August, 2022.

FOR THE EMPLOYER

*Ann-Marie Case-Volkert*

Ann-Marie Case-Volkert  
Director, Long Term Care (Acting)

*Nairi Kazazian*

Nairi Kazazian  
Manager, Employee & Labour Relations

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FOR THE UNION

*D. Humphreys*  
Labour Relations Officer

*Barbara*

Bargaining Unit President

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