

COLLECTIVE AGREEMENT

B E T W E E N:

CORPORATION OF THE COUNTY OF LAMBTON
(MARSHALL GOWLAND MANOR)
(Hereinafter referred to as "the Corporation")

A N D:

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

EXPIRY: March 31, 2011

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Corporation and the Registered and Graduate Nurses covered by this Agreement. This Agreement provides means for the prompt settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established by mutual agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The Corporation recognizes the Association as the sole bargaining agent of all Registered and Graduate Nurses of the County of Lambton engaged in a nursing capacity at Marshall Gowland Manor, its Home for the Aged in the City of Sarnia, save and except Resident Care Supervisor, and persons above the rank of Resident Care Supervisor and persons regularly employed for not more than twenty-four hours per week.

ARTICLE 3 – DISCRIMINATION

- 3.01 It is agreed that there will be no discrimination by either party or by any of the Nurses covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, family status age, handicap, religious affiliation or any other factor which is not pertinent to the employment relationship.
- 3.02 The Corporation and the Association agree that there should be no discrimination, restraint, or coercion against any Nurse because of membership or non-membership in the Association.
- 3.03
- (a) Every person who is an Employee has a right to freedom from harassment in the workplace by the Employer, or agent of the Employer, or by another Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status or handicap.
 - (b) Every person who is an Employee has a right to freedom from harassment in the workplace because of sex by his or her Employer, or agent of the Employer, or by another Employee.
 - (c) Every person has a right to be free from:
 - i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.
 - (d) A Nurse who believes that she has been harassed contrary to this provision may file a grievance under Article 8 of this Agreement.

NOTE: "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

ARTICLE 4 – NO STRIKES OR LOCKOUTS

4.01 The Association agrees that there shall be no strikes and the Corporation agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the *Labour Relations Act*, R.S.O. 1990, as amended.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 The Association acknowledges that it is the function of the Corporation to:

- (a) maintain order, discipline and efficiency;
- (b) to hire, discharge, classify, transfer, promote, or discipline Employees;
- (c) to make rules, and regulations, covering the conduct of Employees;
- (d) generally, to manage the operation of the Corporation in accordance with its responsibilities;
- (e) the exercise of management rights shall not be inconsistent with the provisions of this Agreement.

ARTICLE 6 – ASSOCIATION COMMITTEES AND REPRESENTATIVES

6.01 The Corporation agrees to recognize the following Representatives of the Association:

- (a) a Negotiating Committee of not more than three (3) Nurses employed by the Corporation;
- (b) a Grievance Committee of not more than three (3) Nurses employed by the Corporation;
- (c) an Association/Management Committee composed of three (3) members of the Association to meet with appointed Representatives of the Corporation. The purpose of this Committee is to discuss matters relating to nursing and the provision of the best possible nursing care.

Meetings of this Committee will be at the request of either party and a proposed agenda would be supplied. The duties of the chair and the secretary shall alternate between the parties. Minutes shall be maintained of matters discussed and posted on the Union Bulletin Board.

(d) Accident Prevention – Health and Safety Committee

The Corporation and the Union agree that Health and Safety of all employees is important in preventing accidents, injury and illness.

i) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent accident/injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.

ii) A joint management and employee health and safety committee shall be established which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards.

As a member of the Joint Occupational Health and Safety Committee the parties will have input in creating solutions to promote health and safety in the Home. The Home will ensure adequate stocks of PPE (example N95 respirators), in case of a pandemic outbreak.

iii) The Health and Safety Committee shall be established which is composed of an equal number of Employees (one ONA representative) and Employer Representatives. The committee shall normally meet every three months or more frequently if the committee decides for jointly monitoring, inspecting, investigating and reviewing health and safety conditions and practices

Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Association. Minutes of the meetings shall be posted on the workplace health & safety bulletin board.

The responsibility for chairing meetings and for Minutes shall be determined by the Committee.

Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.

The parties agree that if actions by aggressive residents result in injury to an Employee, and/or lead to the filing of an Incident Report, such Report will be provided to the Accident Prevention – Health and Safety Committee for review. The Committee's review will respect the confidentiality and rights of the resident(s) and Employee(s).

The OH&S Representative attending Safety Committee meetings shall be paid at her regular rate of pay. Also, time spent on behalf of the committee will be as per the Occupational Health and Safety Act.

iv) The Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee at least one (1) ONA representative who is trained to be a certified worker representative selected or appointed by the Union from the Employer.

Scheduled time spent in obtaining the workers certification by the OH&S representative of ONA shall be paid by the Employer at the nurses regular rate of pay.

- v) The Home agrees to cooperate in providing necessary information to enable the health and safety committee to fulfil its functions. The Home will provide the committee with access to all accident reports, health and safety records which the Employer may have in its possession.
- vi) The Union shall endeavour to obtain the full co-operation of its membership in the compliance of all safety rules and practices. The Employer and the Nurses recognize their obligations to ensure compliance and enforcement as defined by the Occupational Health and Safety Act. Where in the view of the nurse a possible infraction under the OH&S Act or the OH&S Employer policies are not being followed, the nurse shall have the authority to, in a timely manner, report such to the Employer.

- 6.02 The Association Committees shall have the right to have the assistance of a Representative from the Ontario Nurses' Association.
- 6.03 The Association will provide the Corporation with a list of personnel, showing its Officers and Nurse Representatives. This list will be revised when changes occur.
- 6.04 The Corporation shall pay Employees their respective salaries for all regular time used for attendance at mutually arranged meetings with Corporation Officials.
- 6.05
 - (a) Members of the Negotiating Committee shall be excused from scheduled work during the shift immediately preceding, during or following any shift in which negotiations between the Corporation and the Ontario Nurses' Association have occurred.
 - (b) It is recognized that members of the Negotiating Committee are responsible for advising their Supervisor of impending absences because of scheduled meetings utilizing the County LOA application forms.

ARTICLE 7 – ASSOCIATION SECURITY

- 7.01 The Employer shall deduct from each Nurse earning wages in a month a sum equal to the monthly Association dues. The Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association monthly, by the fifteenth (15th) of the following month, its cheque for the dues so deducted, along with a list of names of the Nurses and the amount of such deduction for each Nurse. Each list shall show the Social Insurance Number of each Nurse, and the initial list shall contain the address of each Nurse. A copy of this list will be forwarded to the Bargaining Unit President. Such addresses will thereafter be provided semi-annually.
- 7.02
 - (a) The Association shall indemnify and save the Corporation harmless from any dispute arising between the Employee(s) and the Association over the deduction of dues.

- (b) The Corporation agrees that an Officer of the Association or Employee Representative will be allowed one period up to a maximum of fifteen (15) minutes during regular working hours to orientate newly hired Nurses to ONA.
- (c) The Employer shall provide each Nurse with a T4 Supplementary Slip, showing the dues deducted in the previous year for Income Tax purposes.

7.03

- (a) No person outside the bargaining unit shall perform work normally performed by members of the bargaining unit except:
 - i) in cases of emergency
 - ii) when instructing other Employees;
 - iii) when performing experimental work;
 - iv) when regular Employees are not available due to being late for work or absent from work; or
 - v) in other circumstances, upon obtaining consent of the Association.
- (b) It is recognized that there is frequently overlap in work performed by members of the bargaining unit and RPNs. The Employer agrees it shall not reduce the ratio of bargaining unit RNs in the Home below the agreed five (5) FTE RNs and two (2) FTE RPNs. If that ratio is reduced due to resignation, retirement, death, promotion or termination for cause that is not reversed through the grievance or arbitration process, the required ratio will be reduced to four (4) FTE RNS to two (2) FTE RPNs. If that four (4) FTE RN to two (2) FTE RPN ratio is reduced due to resignation, retirement, death, promotion or termination, the Employer will restore it as soon as possible.
- (c) Where an RN vacancy occurs, the Home will post and fill the position on a permanent basis, and will endeavour to do so within eight (8) weeks. Until the position is permanently filled, it will be work allocated to part-time RNs in the bargaining unit.
- (d) Nothing in this provision shall be construed to allow persons employed in a management capacity outside the bargaining unit to perform the work of bargaining unit members, except in accordance with (a) above.

7.04

Professional Responsibility

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

- (a) complain in writing utilizing the attached Notification of Improper Work Assignment form (see Schedule C) to the Association-Management Committee, within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Association-Management Committee, shall convene a meeting of the Association-Management Committee, within ten (10) calendar days of the filing of the complaint to the satisfaction of both parties.

- (b) Failing resolution of the complaint within five (5) calendar days of the meeting of the Association-Management Committee, the complaint shall be forwarded to an independent Nurse Assessor, who shall be chosen from a panel of four (4) independent Registered Nurses who are well respected within the profession. That panel shall be selected forthwith by the parties, and members of the panel shall sit in a rotation agreed upon by the parties. If a panel member is unable to sit within the time frame stipulated, the panel member next scheduled to sit will be appointed by the parties.
- (c) Nurse Assessors:
- i) Ms. Gayle Mackay
56 Deerfoot Trail
R. R. #4
Huntsville, ON P1H 2J6
Tel: 705-787-0012
 - ii) Ms Anitta Robertson
198 Corner Ridge Road
Aurora, ON L4G 6L5
Tel: (905) 727-3072
Fax: (905) 727-3624
E-mail: aanddrobertson@sympatioc.ca
 - iii) Jayne Harvey RN
FCS International
158 Casimir St., Suite 200
Port Perry, ON L9L 1B7
Tel: (905) 985-6811
Fax: (905) 985-6804
- (d) The Nurse Assessor shall conduct a hearing concerning the complaint within fourteen (14) calendar days of her appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The independent assessor shall report her decision in writing to the parties within fourteen (14) calendar days following completion of the hearing.
- (e) Each party shall pay one-half (½) of the fee and expense of the Nurse Assessor.
- (f) Representatives of the O.N.A., including the Labour Relations Officer, have the right to participate in all stages of a professional responsibility complaint.

ARTICLE 8 – COMPLAINTS AND GRIEVANCES

- 8.01 Time limits mentioned in the grievance procedure may be extended by mutual agreement. Saturdays, Sundays, and paid holidays shall not be counted in determining the time in which any action is to be taken or completed in any steps of the Grievance or Arbitration Procedures.

- 8.02 It is the mutual desire of the parties that complaints of the Nurses shall be adjusted as quickly as possible, and it is understood that a Nurse has no grievance until the Nurse has first given the Resident Care Supervisor an opportunity of adjusting the complaint.

If a Nurse has a complaint, she may, with the assistance of a Nurse Representative, discuss it with the Resident Care Supervisor within ten (10) days after she becomes aware of the circumstances giving rise to the complaint have occurred. The Resident Care Supervisor should give a decision within two (2) days following such discussion and failing settlement, it may be taken up as a grievance, in writing, within ten (10) days following the Resident Care Supervisor's decision.

- 8.03 Should a grievance arise, the Grievor will discuss the grievance with the Association Representative on the Employee's own time or at a time convenient to the Corporation.

8.04 Step No. 1

The grievance will be presented in writing to the Resident Manager or Designate by the Grievor. A meeting with the Resident Manager or Designate, an Association Representative, an O.N.A. Representative, and the aggrieved Nurse will be arranged within seven (7) working days, and the Resident Manager or Designate will give his answer in writing to the Association Representative within seven (7) working days of the meeting, and will file a copy with the Human Resources Department.

Step No. 2

If the grievance is still not settled, the grievance may, within seven (7) working days of the receipt of the Resident Manager or Designate's decision, be presented through the Resident Manager or Designate to the Manager of Senior Services. A meeting of the Manager of Senior Services and parties concerned, including the aggrieved Nurse, will be held within seven (7) working days of the submission of the grievance to the Manager of Senior Services. The Manager of Senior Services shall give his decision within seven (7) working days of the meeting being held.

Step No. 3

If the grievance is still not settled, the grievance may, within seven (7) working days of the receipt of the decision of the Manager of Senior Services, be presented to the Corporate Manager, Human Resource Services. A meeting of the parties concerned, including the aggrieved Nurse, will be held within seven (7) working days of the submission of the grievance to the Corporate Manager. The Employer shall give their decision within seven (7) working days of the meeting being held.

Arbitration

Failing settlement under the foregoing procedure of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including question as to whether a matter is arbitrable, such difference or question may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within seven (7) working days after the decision under Step No. 3 is given, it shall be deemed to have been settled.

NOTE: The above-mentioned time frames exclude Saturdays, Sundays and designated holidays.

- 8.05 Any complaint or grievance arising directly between the Corporation and the Association shall be originated under Step No. 2 within five (5) days after the circumstances giving rise to the complaint or grievance have originated or occurred. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting a Nurse or Nurses which such Nurse or Nurses could themselves institute and the regular grievance procedure should not thereby be bypassed.
- 8.06 Should the Employer discharge or suspend any Nurse(s), notification by the Employer to such Nurse(s) shall be made in the presence of a Nurse Representative. The Nurse(s) and the Association shall be provided with written reasons (within seven [7] days) for the discharge or suspension, except as provided in 10.07. Should the Nurse(s) or the Association wish to file a grievance against this action, it shall be reduced to writing and filed within five (5) days under Step No. 2 of the Grievance Procedure.
- 8.07 All agreements reached under the Grievance Procedure between Representatives of the Corporation and the Representatives of the Association will be final and binding upon the Corporation, the Association and the Employees.
- 8.08 The employer recognizes a nurse's professional obligations including those obligations related to resident advocacy and rights. Any nurse who follows the County and the Home's established reporting guidelines as well as MOHLTC and College of Nurses of Ontario standards will not be subject to discipline for the exercise of her / his professional obligations.

ARTICLE 9 – ARBITRATION

- 9.01 When either party decides that any difference, as hereinbefore provided, be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, naming its Appointees.
- 9.02 Within five (5) days thereafter the other party shall name an Appointee and notify the other party.
- 9.03 The two (2) Appointees so named shall, within five (5) days, attempt to select by agreement, a Chairman of the Board of Arbitration.
- 9.04 If they are unable to agree on such a Chairman, within the time limits, either party may then request the Minister of Labour for the Province of Ontario to appoint a Chairman.
- 9.05 Both parties of this Agreement agree that unsettled grievances concerning:
- i) job postings;
 - ii) entitlements to leaves;
 - iii) premiums and overtime;
 - iv) scheduling issues;
 - v) recent related experience claims; and
 - vi) any other grievance issues the parties agree to refer;

shall be referred to a Sole Arbitrator, at the request of either party. The Sole Arbitrator shall come from the list contained in Schedule F, which Arbitrators shall rotate in

alphabetical order unless the parties, within fourteen (14) working days of the receipt of the final grievance response, agree to designate another Arbitrator on the list.

- 9.06 No person may be appointed as a member of an Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 9.07 The Arbitration Board shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 9.08 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 9.09 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority of such Board will be final and binding upon the parties thereto, but if there is no majority, the decision of the Chairman governs.
- 9.10 Each of the parties hereto will bear the expenses of its Appointee and the parties will jointly bear the expenses of the Chairman of the Arbitration Board.

ARTICLE 10 – SENIORITY

- 10.01 Seniority lists of Nurses covered by this Agreement showing seniority at Marshall Gowland Manor shall be posted by the Corporation yearly by February 28th. Two (2) copies of such lists will be forwarded to the Secretary of the Association.

When a Nurse transfers from part-time to full-time, the number of tours worked as a part-time Nurse will be used to establish the "seniority date" (two hundred [200] tours are equal to one year of seniority). Conversely, when a Nurse transfers from full-time to part-time, each year of seniority will translate to 200 tours. The seniority list for part-time Nurses will indicate the number of shifts worked in the previous year, as well as the total number of shifts worked since date of hire.

- 10.02 Promotions, Transfers, and Demotions

In cases where qualifications, performance, ability and experience are approximately equal, seniority shall be the deciding factor when decisions are made with regard to promotions, transfers and demotions.

Where seniority is the deciding factor, seniority shall be based on the total number of hours worked up to and including the date of the posting.

- 10.03 Notice of Layoff

- (a) In the event of a proposed layoff at the Home of a long-term or permanent nature affecting full-time and/or part-time Nurses, the Home shall:
- i) provide the Union with no less than two (2 months' written notice of such layoff, and
 - ii) meet with the Union to review the following:

- A) the reasons causing the layoff;
 - B) the service which the Home will undertake after the layoff;
 - C) the method of implementation, including areas of cutback and the Nurses to be laid off.
- iii) A long-term or permanent layoff shall be defined as a layoff of eight (8) or more weeks.
- iv) A) Layoff shall be defined as it is defined in the ESA, except that a reduction in overall part-time RN hours due to the return of a former part-time Nurse to part-time work shall not constitute a layoff. A layoff of full-time and/or part-time Nurses shall be made on the basis of seniority, provided that the Nurses who remain are qualified to perform the available work. Subject to the foregoing, probationary Nurses shall be first laid off.

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

- 1) accept the layoff; or
- 2) exercise the right to bump or displace another Nurse who has lesser bargaining unit seniority.

Full-time and/or part-time Nurses shall be recalled in the order of seniority, unless otherwise agreed between the County and the Association, provided that the Nurse is qualified to perform the available work. Where a Nurse declines the opportunity for recall, the Nurse shall maintain her/his position on the recall list until she accepts another recall or loses seniority under Article 10.06(c)(iii).

- B) No new Nurses shall be hired until all those Nurses laid off have been given an opportunity to return to work.
 - C) A Nurse who returns from a layoff of between three (3) and six (6) months will be entitled to one (1) day orientation. A Nurse returning from a layoff of greater than six (6) months duration will be entitled to two (2) days orientation.
 - D) Full-time and part-time layoff and recall rights shall be separate
- (b) In the event of a proposed temporary layoff at the Home, a bed cutback, or a cutback in service, the Home shall provide the Union with two (2) months' notice. The Home shall meet with the Association to review the effect on Nurses in the bargaining unit.
- (c) Any agreement between the Home and the Union resulting from the review above concerning the method of implementation will take precedence over the terms of this Article.
- (d) Subsequent to the meeting in (b) or (c), above, the Employer shall give notice to the affected Nurses. In the case of a long-term or permanent layoff, the Home

shall provide to the affected Nurse(s) no less than two (2) months' written notice of layoff or pay in lieu thereof, or pursuant to the *Employment Standards Act*, whichever is greater. For other layoffs, the Home shall give reasonable notice.

10.04 Transfers from Part-time to Full-time and Vice-versa

- (a) When a full-time Nurse transfers to part-time, she will be paid at the same increment level at which she was paid as a full-time Nurse. This shall apply vice-versa for part-time Nurses transferring to full-time. A Nurse who transfers will be credited with any tours worked since date of last advancement. All service-related benefits, including seniority, shall be retained by a Nurse when she elects to transfer from full-time to part-time and vice-versa.
- (b) When a Nurse transfers from part-time to full-time, the number of tours worked as a part-time Nurse will be used to establish the "seniority date" (two hundred [200] tours are equal to one year of seniority). Conversely, when a Nurse transfers from full-time to part-time, each year of seniority will translate to 200 tours. The seniority list for part-time Nurses will indicate the number of shifts worked in the previous year, as well as the total number of shifts worked since date of hire.

10.05 (a) Job Postings

Subject to Article 7.03(c), where a permanent RN vacancy occurs which the Employer wishes to fill, the Home shall post notice of the vacancy on bulletin boards for ten (10) days in order that all staff will know that the position, other than an appointment subject to clause(b) below, is open and be able to make written application to the Resident Care Supervisor.

Subject to Article 10.02, preference based on seniority will be given to presently employed members of the bargaining unit in filling such a vacancy or new position before any new Nurse is hired.

Notwithstanding the level of entry to practice (baccalaureate degree in nursing which will become effective in 2005), Nurses employed by the County of Lambton as at date of transition who are diploma R.N. prepared will not be disadvantaged under this provision where job postings require a B.Sc.N.

(b) Temporary Vacancies

Vacancies in the bargaining unit which are not expected to exceed sixty (60) calendar days, may be filled at the discretion of the County.

Vacancies caused due to illness, accident, leaves of absence, including pregnancy and parental leave, may be filled at the discretion of the County for the term of the vacancy.

In filling such vacancies, consideration shall be given to part-time Nurses in the bargaining unit, on the basis of seniority, who are qualified to perform the work in question.

If the Employer chooses to not fill a temporary vacancy that is expected to exceed sixty (60) calendar days, the additional tours that have become available will be equally distributed amongst the part time Nurses for the duration of the planned

temporary vacancy. Where such vacancy exceeds sixty (60) days the Employer will notify the Union in writing of the duration of such vacancy.

Where part-time Nurses fill temporary full-time vacancies, such Nurses shall be considered part-time. Upon completion of the temporary vacancy, such Nurse shall be reinstated to her/his former position.

- 10.06 (a) Seniority shall be retained and accumulated when a Nurse is absent from work under the following circumstances:
- i) approved leave of absence with or without pay;
 - ii) when in receipt of illness allowance;
 - iii) when in receipt of Workplace Safety & Insurance Board Benefits;
- (b) Seniority shall be retained but not accumulated when a Nurse is absent from work for a period of twenty-four (24) months.
- (c) A Nurse shall lose all service and seniority and shall be deemed to have terminated if she:
- i) leaves of her own accord;
 - ii) is discharged and the discharge is not reversed through the Grievance Procedure or Arbitration Procedure;
 - iii) has been laid off for more than twenty-four (24) calendar months;
 - iv) refuses to continue to work or return to work during an emergency which seriously affects the Home's ability to provide adequate resident care, unless a satisfactory reason is given to the Home;
 - v) is absent from scheduled work for a period of three (3) or more consecutive scheduled working days without notifying the Home of such absence and providing satisfactory reason to the Home;
 - vi) fails to return to work (subject to the provisions of subsection [v] above), upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than for which the leave of absence may be granted;
 - vii) fails, upon being notified of a recall, to signify her intention to return within five (5) calendar days after she has received the notice of recall, mailed by registered mail to her last known address according to the records of the Home, and fails to report to work within seven (7) calendar days after she has received the notice of recall, or such further period of time as may be agreed upon by the parties.

NOTE: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

10.07 Probationary Period

A newly employed Nurse shall be considered a probationary Employee for the first sixty (60) tours of employment. The Employee may be discharged at any time during the probationary period without recourse to the Grievance Procedure. The Corporation will supply written reasons for discharge to the Employee and to the Association.

The probationary Employee shall have no seniority rights. Upon the probationary Employee becoming a permanent Employee, seniority shall date back to the day of which permanent employment began.

Seniority for the part-time Nurses will be based on total accumulation of the number of tours worked from the date of last hire.

10.08 Transfer out of the Bargaining Unit

A Nurse who is transferred to a temporary position outside of the bargaining unit for a period of not more than six (6) months shall not suffer any loss of seniority, service or benefits.

A Nurse who is transferred to a position outside of the bargaining unit for a period of more than six (6) months shall lose all seniority held at the time of the transfer. Six (6) month period may be extended upon mutual written agreement by the parties.

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

ARTICLE 11 – LEAVE OF ABSENCE

11.01 (a) Written requests for leaves of absence will be considered on an individual basis by the Resident Care Supervisor or Designate. Such requests are to be made as far in advance as possible and a written reply will be given within fourteen (14) working days, except in cases of emergencies. Leaves of absence shall not be unduly withheld. All leaves of absence are subject to the approval of the Resident Care Supervisor or Designate.

(b) Educational Leave

i) Sabbatical leaves, without loss of seniority, may be granted to any Nurse who wishes to enrol in a post graduate course, certificate or degree courses and research programs at the discretion of the Resident Care Supervisor or Designate, subject to the final approval of the Resident Manager.

ii) Notwithstanding the provisions of (a) above, the Corporation is prepared to take into consideration such policies as from time to time may be approved by the Resident Care Supervisor or Designate relative to continuing a Nurse on salary and paying reasonable travel and living expenses during the period of her attendance on an approved course.

- iii) Subject to the approval of the Resident Care Supervisor, each nurse may request paid professional development days. The nurse shall provide the home with as much notice as possible in order to ensure replacement of staff.

The Nurse shall be advised, prior to taking any professional development days of any transportation, registration fees, and other expenses that will be paid by the Employer.

11.02 Bereavement Leave

- (a) A Nurse shall be granted up to four (4) working days' leave without loss of pay or benefits, in the case of a death of a spouse, parent, child, common-law-spouse, brother, sister, mother-in-law, father-in-law, daughter-in-law, and son-in-law. This clause shall also apply to persons standing in loco parentis.

Payment shall be made where the days are actually used for making funeral arrangements, travel, or attending the funeral or memorial service, provided the leave days are regularly scheduled work days.

- (b) A Nurse shall be granted up to three (3) days of leave without loss of pay or benefits, in order to attend the funeral or memorial service of a grandparent, grandparent-in-law, grandchild, provided the funeral or memorial service falls on a regularly scheduled work day.
- (c) One (1) day for brother-in-law, sister-in-law, and any other person for whose physical and financial care the Employee is responsible. Persons included in the latter classification shall be subject to the approval of the Resident Care Supervisor.
- (d) The Nurse shall advise her Resident Care Supervisor, or Designate, of the need for bereavement leave at her earliest convenience, and shall complete and submit a County of Lambton Leave Application to her Supervisor upon her return to work.
- (e) It is agreed that a bereaved Employee may be granted additional time off, without pay, for the purpose of travel and/or other matters related to the estate of the deceased, subject to the prior approval of the Resident Care Supervisor or Designate.

Note: "In-laws", under the terms of this provision, apply to the family of the current spouse of the Employee. This article will be interpreted for current relationships only.

11.03 (a) Association Business

Upon written request, leave of absence for Association business shall be granted by the Resident Care Supervisor or designate for up to a total of fifty (50) days in a calendar year without pay, and not more than any two (2) Nurses shall be absent at the same time: Provided that for the purposes of this paragraph, 11.03 the term "Nurses" includes both full-time and part-time Nurses.

During such leave of absence, a Nurse's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the Local Association agrees to reimburse the Employer in the amount of the daily rate

of the full-time Nurse or in the amount of the full cost of salary and percentage in lieu of fringe benefits of a part-time Nurse except for Provincial Committee meetings which will be reimbursed by the Association. The Employer will bill the Treasurer of the Local Association quarterly starting March of each year. All full-time and part-time Nurses will receive service and seniority for all leaves granted under this Article.

(b) Leave of Absence for Nurses on the Board of Directors of the Ontario Nurses' Association

A Nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay up to a total of one hundred (100) days annually. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leaves of absence. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Association leave provided in part (a), above.

11.04 All requests for any Leaves of Absence shall be submitted in writing and include the expected date of return to work and shall be subject to the approval of the Resident Care Supervisor or Designate. When a Leave of Absence is approved, a copy of the approval will be provided to the Bargaining Unit President.

11.05 Pregnancy and Parental Leave

(a) Pregnancy Leave

- i) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. A Nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.
- ii) The Nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- iii) The Nurse shall reconfirm her intention to return to work on the date originally approved in subsection (ii), above, by written notification received by the Home at least four (4) weeks in advance thereof. The Nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- iv) Nurses newly hired to replace Nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the Nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The Nurse shall be credited with tours worked (hours worked for Nurses whose regular hours of work are other than the standard work day) toward the probationary period provided in Article 10.07 to a maximum of thirty (30) tours (225 hours for Nurses whose regular hours of work are other than the standard work day).

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

- v) Effective June 1, 1993, on confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit (SUB) Plan, a Nurse who is on pregnancy leave, as provided under this Agreement, who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act*, 1997, as amended, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between eighty-four (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Home of the Nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the Nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The Nurse 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.

(b) Parental Leave

- i) A Nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- ii) A Nurse who has taken a pregnancy leave under Article 11.06(a) is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the *Employment Standards Act*. A Nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months' duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the Nurse shall advise the Home as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the Nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- iii) The Nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.

- iv) Nurses newly hired to replace Nurses who are on approved parental leave may be released and such release shall not be the subject of grievance or arbitration. If retained by the Home, in a permanent position, the Nurse shall be credited with seniority from the date of hire subject to successfully completing her probationary period. The Nurse shall be credited with tours worked (hours worked for Nurses whose regular hours of work are other than the standard work day) toward the probationary period provided in Article 10.07 to a maximum of thirty (30) tours (225 hours for Nurses whose regular hours of work are other than the standard work day).

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

- v) Effective June 1, 1993, on confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit (SUB) Plan, a Nurse who is on parental leave, as provided under this Agreement, who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act, 1997*, as amended, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between eighty-four (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Home of the Nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits and shall continue while the Nurse is in receipt of such benefits for a maximum period of twelve (12) weeks. The Nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

11.06

Leave to be Classifier

- (a) Nurses seeking to be appointed by the Province, as classifiers shall have their applications co-signed by the Employer if they are Marshall Gowland Manor (Home) sponsored. Subject to operational requirements, Nurses offered such assignments by the Province will be granted leave with pay and with accrual of seniority and service.
- (b) Nurses seeking to be appointed by the Province as classifiers and who choose the independent classifier option, subject to operational requirements, Nurses offered such assignments by the Province will be granted leave without pay and will accrue seniority as per Article 10.06 (a).

11.07

Family Medical Leave

- (a) An employee is entitled to Family Medical Leave in accordance with the *Employment Standards Act*.
- (b) A nurse who is on such leave shall continue to accumulate seniority and service and the Home will continue to provide its share of the premiums of the subsidized employee benefits in which the nurse is participating during the leave. The Employer and the employee shall make contributions to the pension plan in accordance with the provisions as set out by OMERS.
- (c) The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable position ,

ARTICLE 12 – ORIENTATION AND IN-SERVICE PROGRAM

12.01 Professional growth of the individual is promoted by a continuing staff education program which includes an orientation of such duration as deemed appropriate by the Home, taking into consideration the needs of the Home and the Nurses involved. Written evaluations will be carried out at regular intervals and discussed with the individual. When an in-service training program is presented, the Nurse(s) who are on duty at the time shall make every effort to attend the session.

The above-noted orientation program for new hires will include:

- three (3) tours regarding resident care issues to assist the Nurse in assuming the role of Registered Nurse in the facility;
- one (1) tour to review policies and responsibilities which apply when the Nurse is placed in charge of the Home;
- one-half ($\frac{1}{2}$) tour in-service on the computer nursing package and other documentation issues; and
- the one-half ($\frac{1}{2}$) day general orientation session provided to all new County Nurses.

Nurses returning from an approved Leave of Absence of greater than six (6) months will be entitled to a one (1) day re-familiarization period, which may include but not limited to resident care issues and any other Home changes required to re-familiarize the Nurse.

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

The parties further agree that the preparation and presentation of in-service sessions by a Nurse(s) will be at the option of the Nurse.

ARTICLE 13 – SICK LEAVE PAY

13.01 Employees shall accumulate sick leave at the rate of one and one-half (1½) days per month to a maximum of 130 days while actively employed but not during leave of absence whether it is due to illness or otherwise. Probationary Employees are not entitled to sick leave. Upon completion of the probationary period, an Employee shall be credited with 4½ days sick leave.

Employees with accumulated sick leave of one hundred and thirty (130) days or in excess of one hundred and thirty (130) days shall be credited yearly with eighteen (18) days sick leave provided it is earned at the rate of one and one-half (1½) days per month but will not be accumulative from year to year unless the Employee's accumulative sick leave falls below one hundred and thirty (130) days.

13.02 Sick leave may be granted subject to the following conditions:

- (a) The Corporation may require that a doctor's certificate be produced where an illness exceeds three (3) days.

The doctor's certificate must state:

- i) the date the Nurse was examined by the physician or surgeon;
- ii) the anticipated date of return to work;
- iii) if the illness is anticipated to require long-term convalescence, the certificate must indicate the approximate duration of the recovery period; while on long-term convalescence, medical certificates are required on a regular basis.

The Employer will pay for all medical certificates it requires.

- (b) Sick leave shall be based upon the Employee's regular rate of pay.
- (c) There shall be no deduction from sick credits when a Nurse has completed one-half (½) of a tour.

13.03 The Corporation shall provide the Nurses with a Long-term Disability Plan providing the following:

- (a) After seventeen (17) consecutive weeks of sickness or accident, Nurses shall cease to receive sick leave benefits and commence receiving the benefits under the Long-term Disability Plan.
- (b) Nurses shall receive seventy-five percent (75%) of their basic salary to a maximum of \$7,500.00 per month.
- (c) The cost of this plan is to be borne by the Corporation.
- (d) The Employer will notify the Union monthly of the names of the Nurses who are on LTD.

13.04 Modified Work

Prior to any Nurse returning to work on a modified/light/alternate work program, the Employer will meet with the Nurse who shall be accompanied by the Association's Occupational Health and Safety Representative. When the terms and conditions of the program have been agreed upon, the Employer will confirm such terms and conditions to the Nurse with a copy to the Association's Occupational Health and Safety Representative.

Any documents respecting such program which the Corporation requires to be signed by the Association shall be submitted to the Association for signing.

13.05 Accommodation of Handicapped Employees

The County and the Association recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the *Ontario Human Rights Code*.

ARTICLE 14 – PAID HOLIDAYS

14.01 The following days are recognized as holidays under this Agreement:

New Year's Day	Labour Day
Family Day (to be observed on the third Monday in February)	Thanksgiving Day
Good Friday	Remembrance Day
	Christmas Day
Easter Sunday	Boxing Day
Victoria Day	*Floating Holiday
Canada Day (to be observed on July 1)	
Civic Holiday	

*The Floating Holiday shall be taken by each Nurse at a time which is mutually agreeable between the Employee and the Resident Care Supervisor concerned. If in the event any government authority proclaims an additional statutory holiday during the life of this Agreement, the floating holiday will become that holiday and will be taken on the date proclaimed by the government authority.

Where a Nurse does not designate their float holiday by December 15th in each calendar year, such holiday will be paid out at their regular daily rate of pay no later than the following two pay periods upon written notification by the Employee.

- 14.02
- (a) Nurses who are required to work on the above listed holidays shall receive double time and one-half (2½) for work performed, or at the Nurse's option, shall be paid time and one-half (½) for work performed and in addition, shall be entitled to a day off with pay at a mutually agreeable time.
 - (b) When any of the above-mentioned paid holidays falls on any Nurse's regular day off, the Nurse shall be given an extra day's pay, or at the Nurse's option, a day off with pay at a mutually agreeable time.
 - (c) When a holiday falls during a scheduled vacation period, an additional day off with pay will be added to the vacation period.

- 14.03 "Holiday Pay" shall be defined as the amount of straight time pay, exclusive of shift premium, which a Nurse would have received if she had worked her normal tour of work.
- 14.04 A tour that begins or ends during the twenty-four (24) hour period of the above holiday, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- 14.05 (a) In order for a full-time Nurse to qualify for payment for a paid holiday without being required to work, such Nurse must work her last scheduled working day before and her first scheduled working day after the holiday, unless the Employee is absent on any such days with permission of the Corporation.
- (b) Full-time Nurses absent on unpaid leave of absence in excess of twelve (12) days during the four (4) weeks immediately preceding a paid holiday shall not be eligible for a paid holiday observed during the period of absence, unless such leave commenced within five (5) working days of the holiday.

ARTICLE 15 – VACATIONS

- 15.01 A full-time Nurse who has had less than thirty (30) continuous days of absence other than for vacation or illness, during the vacation year, shall receive an annual vacation at regular rates of pay in accordance with credited service as set out below:
- (a) Nurses who have less than one (1) year of continuous employment shall be entitled to a vacation with pay at their regular rate of 1.25 (9.375 hours for employees whose regular hours of work are other than the standard work day) days for each completed month of employment, not to exceed fifteen (15) working days.
- (b) Nurses who have completed one (1) or more years of continuous employment but less than three (3) years of continuous employment shall receive an annual vacation of three (3) weeks (112.5 hours for employees whose regular hours of work are other than the standard work day) with pay at their regular rate.
- (c) Nurses who have completed three (3) years or more but less than thirteen (13) years of continuous employment shall receive an annual vacation of four (4) weeks (150 hours for employees whose regular hours of work are other than the standard work day) with pay at their regular rate.
- (d) Nurses who have completed thirteen (13) years or more of continuous employment but less than twenty-two (22) years shall receive an annual vacation of five (5) weeks (187.5 hours for employees whose regular hours of work are other than the standard work day) with pay at their regular rate.
- (e) Nurses who have completed twenty-two (22) years or more of continuous employment shall receive an annual vacation of six (6) weeks (225 hours for employees whose regular hours of work are other than the standard work day) with pay at their regular rate.
- (f) Nurses who have completed twenty-eight (28) years or more of continuous employment shall receive an annual vacation of seven (7) weeks (262.5 hours for

employees whose regular hours of work are other than the standard work day) with pay at their regular rate.

15.02 Vacation schedules shall be posted by May 15th and by October 15th annually.

The Employer will give every consideration to the Nurses' preference as to the timing of their vacation. Where more Nurses have indicated preference for the same period of time than the Employer can reasonably grant, preference for choice of vacation periods shall be granted in order of seniority.

Prior to leaving on vacation, Nurses shall be notified of the date and time on which to report for work following vacation.

For the period June 1st through October 30th, vacation requests for full-time Nurses shall be submitted between March 15th and April 15th. The finalized vacation list will be posted on May 15th.

For the period November 1st through May 30th, vacation requests shall be submitted between August 15th and September 15th. The finalized vacation list will be posted on October 15th.

Requests for vacation received in writing by the Resident Care Supervisor following the withdrawal of the vacation list will be considered in the order in which they are received. It is understood that first consideration will be given to Nurses who have indicated their preference for vacation on the vacation list prior to it being withdrawn. The Nurses will receive a reply within two (2) weeks.

Maximum number of Employees off at one specific time will be two (2) for vacation purposes only.

15.03 When a Nurse's employment is terminated for any reason, full payment for vacations earned but not taken will form a portion of such Nurse's termination pay.

For the purpose of vacation entitlement, service shall mean combined service in both the full-time and part-time bargaining units. For the purpose of this clause, two hundred (200) tours of part-time service shall equal one (1) year of full-time service and vice-versa.

15.04 (a) Where a Nurse becomes sick immediately prior to going on vacation and is thus prevented from taking vacation, the Nurse shall have her/his vacation rescheduled at a time mutually agreed to between the nurse and the Resident Care Supervisor, provided the Nurse provides satisfactory evidence to her/his Supervisor of such illness.

(b) If during a vacation a Nurse becomes incapacitated and is confined to bed under the care of a medical doctor, the duration of such confinement shall be considered as sick time and any unused vacation will be rescheduled. The Nurse shall provide satisfactory evidence to her/his Supervisor/Manager of such illness and confinement. The Nurse is responsible for notifying the Supervisor/Manager of such incapacitation when it occurs.

15.05 A vacation request, which has been submitted by the nurse and then approved by the Employer, may not be cancelled by either party, unless mutually agreed to by both parties.

ARTICLE 16 – EMPLOYEE BENEFITS

16.01 Ontario Employer Insurance Plan

- (a) The Corporation agrees to contribute one hundred percent (100%) of the billed premium under the Ontario Health Insurance Plan for each eligible Nurse in the active employ of the Corporation through the Payroll Health Care Tax.
- (b) The Corporation shall pay one hundred percent (100%) of Semi-private coverage and Extended Health Care, which includes a \$10 – \$20 deductible drug plan. There will be a Vision Care Rider in the amount of two hundred twenty-five dollars (\$225.00) every twenty-four (24) months per Nurse and eligible dependants for glasses or contact lenses.
- (c) Effective November 1, 2006, extended health benefits one hundred percent (100%) Employer paid to include:
 - Physiotherapy: to a maximum of four hundred dollars (\$400.00) per year per Employee and per eligible dependants unless the current plan has a higher or no cap.
 - Massage Therapy, Chiropractic and Acupuncture to a maximum of two hundred dollars and fifty dollars (\$250.00) per year per class of practitioner per employee and per eligible dependant.
- (d) Effective November 1, 2006, one hundred per cent (100%) of the cost of eye examinations every two (2) years up to eighty dollars (\$80.00) per Employee and per eligible dependant.
- (e) Part Time Nurses moving to Full Time positions, who have three (3) months of continuous service with the County, will be eligible for benefits immediately and will have their percent in lieu of benefits removed from their hourly rate.

16.02 Group Life Insurance

All eligible Employees shall be entitled to group insurance amounting to twice their annual salary as provided for under the terms of the Group Life Plan. The Corporation agrees to pay one hundred percent (100%) of the cost of this Plan.

16.03 Pension Plan

In addition to participation in the Canada Pension Plan, every full-time Employee shall join the Ontario Municipal Employees Retirement System upon being hired. The Employer and the Employees shall make contributions in accordance with the provisions of the plan. Part-time Nurses have the option to participate in the pension plan providing they meet the eligibility requirements. In addition, when a part-time Nurse is a member of the OMERS pension plan, the percentage-in-lieu effective June 1, 1993 shall be reduced to nine percent (9%) in recognition of the Corporation's contribution to the pension plan.

16.04 Effective June 1, 1993, the Corporation shall enrol, subject to the waiting period required by the Carrier, all eligible full-time Nurses, in the Dental Plan applicable to Nurses of

Lambton County. The cost of such plan shall be shared fifty/fifty by the Corporation and the Nurse. The Nurse's share of the premium will be paid by payroll deduction.

The O.D.A. will be based on current rates.

Effective the first month following ratification (October 2004) the following have been added to the existing dental plan:

Orthodontics 50/50 co-insurance with fifteen hundred dollars (\$1500) maximum per insured lifetime providing the balance of the monthly premiums are paid by the Nurse through payroll deductions.

At 50/50 coinsurance and one-thousand dollar (\$1,000) maximum annually:

Complete and partial dentures
Crowns, bridgework and repairs to same

- 16.05 The Corporation will notify the Association ninety (90) days prior to any plan change. Any change to the plan or language will be submitted for the Association's review. There will be no reduction in benefits.

ARTICLE 17 – MISCELLANEOUS

- 17.01 The Corporation shall provide a bulletin board for the use of the Association.
- 17.02 The Association may hold meetings or conduct Association business on the property of the Corporation at any time, with the permission of the Resident Care Supervisor, provided the Nurses are off duty.
- 17.03 Whenever the feminine pronoun is used in this Collective Agreement, it includes the masculine pronoun where the content so requires. Where the singular is used, it may also be deemed to mean plural.
- 17.04
- (a) A Registered Nurse is a Nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* and the *Nursing Act*. A Registered Nurse is required to present to the Resident Care Supervisor, before February 15th of each year, her current Certificate of Registration.
 - (b) A Nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act 1991* and its Regulations must obtain her General Certificate of Registration prior to the expiry of her Temporary Certificate. If the Nurse fails to obtain her General Certificate of Registration prior to the expiry of her Temporary Certificate of Registration, but in any case not longer than two (2) years from her date of hire, she will be deemed not qualified and she will be terminated from the employ of the Home. Such termination shall not be subject matter of grievance or arbitration.
 - (c) The term "Nurse" is used to describe a Registered or Graduate Nurse in the employment of the Corporation.
 - (d) A full-time Nurse is defined as a Nurse who is regularly scheduled for seventy-five (75) hours over a two (2) week pay period.

- (e) A part-time Nurse is defined as a Nurse who regularly works less than the normal full-time hours on a regular predetermined basis.
- (f) A casual part-time Nurse is a Nurse who is not regularly scheduled and is called in for occasional tours.
- (g) "Tour" – Where the word "tour" is used in this Agreement, it is to be construed to mean the scheduled shift of the Employee concerned.

(h) Pay Days

The regular pay day shall be every second Thursday during the term of this agreement and the Corporation will make every effort to have pays in the Employee's bank account by Thursday morning of a pay week.

17.05

(a) Performance Evaluation

A copy of any completed evaluation which is to be placed in a Nurse's file shall be first reviewed with the Nurse. The Nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Corporation against the Nurse. A copy of the evaluation will be provided to the Nurse at her request.

(b) Access to Files

Each Nurse shall have reasonable access to all her files for the purpose of reviewing their contents during regular business hours. The Nurse shall provide a written request to Human Resources with 48 hours notice to review their file in the Human Resources department.

- (c) Any letter of reprimand or discipline shall remain on the file for no longer than twelve months.
- (d) No incident or document shall be used against the Nurse unless she was informed of it in a timely manner.

17.06

The parties agree to meet and to discuss rates of pay, hours of work, and any other relevant issue if during the life of this Collective Agreement the Employer establishes a new classification in the bargaining unit or substantially changes the job content of existing classifications.

Where the parties are not able to agree on the rate of pay, the matter will be referred to arbitration under Article 9.

17.07

When the Employer decides to make a permanent change to the normal scheduled hours of work in the home, it will advise the Bargaining Unit President/Designate at least forty-five day (45) days prior to implementing the change and will, if the Bargaining Unit President/Designate requests meet and discuss the proposed changes with the Association.

The Employer will provide to the Bargaining Unit President/Designate copies of any new schedule prior to the meeting.

17.08 Upon written request by the nurse, within two (2) weeks following a nurse's termination of employment, the Employer will provide her or him with a letter detailing her or his years of experience in the employment agency. In the case of part-time Nurses, such experience shall be expressed as hours worked.

17.09 Influenza Vaccine

Upon recommendation of the Medical Office of Health, all employees shall be required, on an annual basis to be vaccinated and/or take antiviral medication for influenza. If the costs of such medications are not covered by some other sources, the Employer will pay the cost for such medication.

If the employee fails to take the required medication, she may be placed on an unpaid leave of absence during any influenza outbreak in the home until such time as the employee has been cleared by the Public Health or the Employer to return to the work environment.

The only exception to this would be employees for whom taking the medication will result in the employee being physically ill to the extent she cannot attend work. Upon written direction from the employee's physician of such medical condition in consultation with the Employer's physician (if requested), the employee will be permitted to access their sick bank, if any, during any outbreak period. If there is a dispute between the physicians, the employee will be placed on unpaid leave.

If the employee gets sick as a reaction to the drug and applies for WSIB, the Employer will not oppose the application.

If an employee is pregnant and her physician believes the pregnancy could be in jeopardy as a result of the influenza inoculation and/or the antiviral medication, she shall be eligible for sick leave in circumstances where she is not allowed to attend at work as a result of an outbreak.

ARTICLE 18 – SCHEDULES

18.01 Attached hereto and forming part of the Agreement are:

- Schedule A – Salary Schedule and Classifications
- Schedule B – Hours of Work and Working Conditions
- Schedule C – “Notification of Improper Work Assignment” form
- Schedule D – Addendum, re: Part-time Nurses
- Schedule E – Job-Sharing
- Schedule F – List of Sole Arbitrators

ARTICLE 19 – DURATION OF AGREEMENT

19.01 This Agreement shall become effective on April 1, 2008 and shall continue in effect until March 31, 2011 and shall be automatically renewed from year to year thereafter, unless within a period of sixty (60) days prior to the expiry date in any year subsequent thereto, either party proposing to terminate, change or alter this Agreement shall give the other

party written notice of such termination, changes or alterations to this Agreement and both parties shall thereupon negotiate in good faith with respect to the matters which it is proposed to terminate, change or alter and the remaining provisions shall automatically renew themselves as aforesaid.

ARTICLE 20 – RETROACTIVITY

20.01 Increases to the full-time and part-time salary schedules shall be retroactive to the dates specified and apply to all Nurses in the bargaining unit as of April 1, 2008. Any new Nurses hired since that date shall be entitled to pro-rata adjustment to their remuneration from the date of their employment.

The Employer will, within sixty (60) days of ratification, send written notice to terminated Employees at their last known address, with a copy to the Association, advising them of the entitlement to retroactivity and allowing them thirty (30) days to claim retroactivity.

All retroactivity payments to current Employees will be paid by deposit with a separate itemized statement on or before February 11, 2010. Retroactive payments to terminated Employees will be paid within fifteen (15) days of receipt of their claim

DATED at London, Ontario this 19 day of March, 2010.

FOR THE EMPLOYER:

Chris Doyle

Marlene Jackson

Ken Herrington

Robert Wilks

FOR THE UNION:

Phil Sarides
Labour Relations Officer

Julie Sexton

Dwayne Hacker

SCHEDULE A

**SALARY SCHEDULE
(FULL-TIME REGISTERED NURSES)**

Full-Time Registered Nurse

	Effective	Effective	Effective
	April 1, 2008	April 1, 2009	April 1, 2010

	<u>1-Apr-08</u>	<u>1-Apr-09</u>	<u>1-Apr-10</u>
Start	27.67	28.50	29.36
1 Year	28.08	28.92	29.79
2 Years	28.55	29.41	30.29
3 Years	29.95	30.85	31.78
4 Years	31.37	32.31	33.28
5 Years	33.14	34.13	35.15
6 Years	34.91	35.96	37.04
7 Years	36.71	37.81	38.94
8 Years	39.31	40.49	41.70
25 Years	40.00	41.20	42.44

The rate for grad/temporary registrants will be the start rate of the RN grid.

Any bargaining unit members with higher rates of pay will be red circled.

Any special or extraordinary adjustments that may be made by the Albertyn Board to the hourly wages provided under the Central Hospitals Agreement shall not ***automatically***, by operation of paragraph 4 of the Memorandum, be reflected in the salary schedules in the collective agreements. However, either the Union or Corporation may request that such special or extraordinary adjustments (only) be the subject matter of discussions between the parties and, failing an agreement on same, refer the matter to the Trachuk Board for determination.

The agreement to pick up the Central Hospitals wage rates is for the term of the new collective agreements only and without prejudice to the positions, the parties may take in future rounds of collective bargaining.

The Corporation of the County of Lambton has introduced a direct deposit system.

Clarity Note:

Effective January 1, 1991, the hourly rate for full-time and part-time Nurses have been calculated on the basis of a seven and one-half (7½) hour day.

The calculation is:

Full-time: Monthly figure x 12 ÷ 26 ÷ 75 = hourly rate.

NOTES:

1. Seniority increases for Nurses shall be effective on their anniversary date.

2. Tour Differential

Effective April 1, 2009, the shift differential for all hours worked between the hours of 1500 and 2300 shall be one dollar and thirty cents (\$1.30).

Effective April 1, 2009, the shift differential for all hours worked between the hours of 2300 and 0700 shall be one dollar and fifty cents (\$1.50).

Effective April 1, 2010, the shift differential for all hours worked between the hours of 1500 and 2300 shall be one dollar and fifty-five cents (\$1.55).

Effective April 1, 2010, the shift differential for all hours worked between the hours of 2300 and 0700 shall be one dollar and seventy-five cents (\$1.75).

3. Recent Related Experience

Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for recent related experience will be retroactive to the nurse's date of hire. The nurse shall co-operate with the Employer by providing verification of previous experience so that her or his recent related clinical experience may be determined and evaluated during her or his probationary period. Having established the recent related clinical experience, the Employer will credit a new nurse with one (1) annual service increment for each year of experience up to the maximum of the salary grid.

For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice versa.

For the purposes of this clause, a Nurse must have worked at least one hundred (100) tours in the preceding five (5) years for this clause to apply.

4. (a) Workplace Safety & Insurance Board

The Corporation undertakes to pay, for a period of six months, the difference between Workplace Safety & Insurance Board benefits and the net salary of those Employees off duty as a result of an accident incurred in the performance of their duties. This is within the meaning of the *Workers' Compensation Act*.

Where a Nurse who is absent from work as a result of illness or injury sustained at work is awaiting approval of her claim for Workplace Safety & Insurance Board Benefits, that Nurse may utilize her sick leave credits, provided the Nurse has not received any payment from the Workplace Safety & Insurance Board and two (2) weeks have elapsed from the date of her reporting the claim to the Employer. The payment will be equivalent to the lesser of the benefits she would receive from the

Workplace Safety & Insurance Board, if her claim was approved, or the benefit to which she would be entitled under the sick leave plan. Payment will be retroactive to the first date of absence and the Nurse will submit a written request to use sick leave credits, together with an undertaking that any payment received will be refunded to the Employer, if required, following final determination of the claim by the Workplace Safety & Insurance Board. If the Workplace Safety & Insurance Board does not approve the claim, the monies paid as an advance will be applied toward the benefit to which the Nurse would be entitled under the sick leave plan. Any payment under this provision will continue until the Nurse has exhausted her sick leave credits or returned to work, whichever comes first.

The Employer will notify the Union monthly of the names of all Nurses who go off on a work-related injury.

(b) Jury and Witness Duty

The Corporation agrees to make up the difference between Jury Duty and an Employee's regular pay when an Employee is called for Jury Duty or when an Employee has to appear as a Witness. The Corporation agrees to compensate the Employee for any lost pay. An Employee is entitled to any Jury Duty fees or Witness fees when performing Jury Duty or appearing in Court as a Witness on his or her time off.

5. (a) Responsibility Pay

Where the Corporation assigns a Nurse to the responsibilities of the Resident Care Supervisor, the Nurse so assigned will be paid a responsibility allowance of fifteen dollars (\$15.00) for each tour.

Effective November 1, 2006, where the Corporation assigns a Nurse to the responsibilities of the Resident Care Supervisor, the Nurse so assigned will be paid a responsibility allowance of seventeen dollars and fifty cents (\$17.50) for each tour.

It being understood that when the Resident Care Supervisor is away for one day, a bargaining unit member will be assigned as in charge. Whenever the Resident Care Supervisor is away for more than one day, a bargaining unit member will be assigned to relieve the Resident Care Supervisor and another bargaining unit member will be scheduled to replace the relieving Nurse of those days.

(b) Charge Pay

The Corporation will assign a Nurse to be in charge of all evening and night tours, and on the day tour on a Saturday, Sunday and a Paid Holiday.

Charge pay shall increase to fifteen dollars (\$15.00) per tour.

A newly employed Nurse shall not be placed in charge, until she has been fully oriented to the Home, and to the area where she will be working.

(c) Weekend Premium

Effective April 1, 2009, there shall be a weekend premium of one dollar and seventy cents (\$1.70) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

Effective April 1, 2010, there shall be a weekend premium of one dollar and ninety cents (\$1.90) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

(d) Night Shift Premium

Effective November 1, 2006, there shall be a night premium of one dollar and thirty-five cents (\$1.35) per hour for hours worked on the night shift.

Lump Sum Payment

A lump sum payment is payable to all employees based on the employment status (i.e. Full-time, Regular, Part-time or Casual) as of April 1, 2008 and who are on staff as of April 1, 2008. The payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.) The payment is subject to statutory deductions and is to be paid on a separate cheque/deposit.

Full-Time

Current step on the wage grid as of
April 1, 2008

Lump Sum

Start – less than 2 Yrs	\$ 599.25
2 Yrs – less than 4 Yrs	\$ 979.50
4 Yrs – less than 6 Yrs	\$1,330.50
6 Yrs – less than 8 Yrs	\$1,725.75
8 Yrs – to less than 25 Yrs	\$2,061.75
25 Yrs	\$2,442.00

Regular Part-Time and Casual Part-Time Lump Sum (to a maximum of the full-time entitlement)

The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation.

Current step on the wage grid as of
April 1, 2008

Lump Sum

Start – less than 2 Yrs	\$0.31 per hour paid in calendar year 2007
2 Yrs – less than 4 Yrs	\$0.50 per hour paid in calendar year 2007
4 Yrs – less than 6 Yrs	\$0.68 per hour paid in calendar year 2007
6 Yrs – less than 8 Yrs	\$0.89 per hour paid in calendar year 2007
8 Yrs – to less than 25 Yrs	\$1.06 per hour paid in calendar year 2007
25 Yrs	\$1.25 per hour paid in calendar year 2007

SCHEDULE B
HOURS OF WORK AND WORKING CONDITIONS

1.
 - (a) The normal tour shall be composed of seven and one-half (7½) consecutive hours, exclusive of an unpaid one-half (½) hour meal period. The normal work week shall be composed of five (5) tours, that is thirty-seven and one-half (37½) hours per week.
 - (b) A rest period of fifteen (15) minutes will be granted during each half tour.
2. Scheduling Regulations
 - (a) Normally two (2) consecutive days off will be scheduled during each work week, however, schedules may be agreed upon to 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. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual consent.
 - (b) Tours of duty schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period. The winter holiday schedule, specifically from mid November to mid January, shall cover an eight (8) week period and requests for time off will be submitted at least three (3) weeks prior to the posting of the eight (8) week winter holiday schedule. Requests for change in posted time schedules must be submitted in writing and co-signed by the Nurse willing to exchange days off or tour of duty. In any event, it is understood that such a tour of duty, initiated by the Nurse and approved by the Resident Care Supervisor or Designate, shall not result in overtime compensation or payment.
 - (c) At least sixteen (16) hours time off shall be scheduled between tours of duty, and at least forty-eight (48) hours time off shall be scheduled following night duty. Where only one (1) night tour is worked, only thirty-two (32) hours time off shall be scheduled. A shorter period of time between changes of tour may be scheduled by mutual consent.
 - (d) The Home will schedule each Nurse four (4) weekends off in eight (8). A Nurse shall receive premium pay for all hours worked on a fourth (4th) consecutive weekend and all subsequent consecutive weekends, except where:
 - i) such weekend work or part thereof has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
 - ii) such Nurse has requested scheduled weekend work only; or
 - iii) such weekend or part thereof is worked as the result of an exchange of tours with another Nurse.

The Home shall not cancel the pre-booked weekend shifts on a fourth (4th) weekend that becomes a premium pay weekend as a result of coming in on previous weekends off.
 - (e) A Nurse may be required to rotate all of the three (3) tours of duty, and fifty percent (50%) of her tours shall be scheduled on the day tour.

- (f) The Employer will schedule Nurses off duty for a period of five (5) consecutive days which shall include Christmas Eve, Christmas Day and Boxing Day in connection with Christmas Day; or New Year's Eve and New Year's Day in connection with New Year's Day.

Time off at Christmas and New Year's will alternate from year to year for full-time nurses and regular part-time nurses. Exchanges made, in writing, between Nurses will not be considered in the scheduling of Christmas and New Year's in the following year.

Where scheduling permits some Nurses to be off both Christmas and New Year's, the scheduling of both holidays off shall be done by rotating seniority among all full-time and part-time Nurses in the Home.

In order to facilitate this scheduling, the provisions of Schedule B – 2 shall be waived during the period from December 15th to January 15th.

- (g) The County shall not change the distribution of shifts between full-time and part-time Nurses without meeting with the Union to discuss the changes.

3. Overtime

- (a) Authorized work, in excess of seven and one-half (7½) hours in a standard day, shall be compensated at the rate of time and one-half.
- (b) When a Nurse works on her days off, such Nurse will be compensated at the rate of time and one-half (1½).
- (c) When a Nurse is recalled to work and reports to work outside of her regular hours, she shall be paid at time and one-half (1½) her regular rate of pay with a guaranteed minimum of three (3) hours' pay at her regular rate of pay.

4. Innovative Unit Scheduling

Schedules, other than those included in Schedule B and D of the Collective Agreement, may be developed in order to improve quality of working life, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be determined by the Home and the Association subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Home and the Association.
- (b) These schedules may pertain to full-time and/or part-time Nurses.
- (c) The introduction of such schedules and trial periods, if any, shall be determined by the parties and recorded in the Collective Agreement. Such schedules may be discontinued by either party with 30 days notice.
- (d) Upon written agreement of the Home and the Association, the parties may agree to amend Collective Agreement provisions to accommodate any Innovative Unit Schedules.

**SCHEDULE C
ONA - PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM**

SECTION 1: GENERAL INFORMATION

Name(s) Of Employee(s) Reporting: *(Please Print)*

Employer: _____ Unit/Area/Program: _____

Date Of Occurrence: _____ Time: _____ 7.5 hr. shift 11.25 hr. shift
 Day/Month/Year

Name of Supervisor: _____ Date/Time Submitted: _____

SECTION 2: DETAILS OF OCCURRENCE

Provide a concise summary of the occurrence:

Is this an isolated incident ? _____ An ongoing problem? _____ (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 Staff:	RN	_____	RPN	_____	Unit Clerk	_____	Service Support	_____
# Actual Staff:	RN	_____	RPN	_____	Unit Clerk	_____	Service Support	_____
Agency/Registry RN	Yes	_____	No	_____	How many?	_____		
Junior Staff*	Yes	_____	No	_____	How many?	_____		
RN Staff Overtime:	Yes	_____	No	_____	If yes, how many staff?	_____	Total Hours	_____

**as defined by your unit/area/program.*

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

SECTION 4: PATIENT CARE FACTORS CONTRIBUTING TO THE OCCURRENCE

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

- Change in patient acuity. Provide details: Ineffective coping and potential for injury require RN intervention.**

- Shortage of beds Patient census at time of occurrence _____
- # of Admissions _____ # of Discharges _____
- Lack of equipment/malfunctioning equipment. Please specify: _____
- Visitors/Family Members
- Non-Nursing Duties: (Please specify) _____
- Other: (Please specify) _____

SECTION 5: REMEDY

(A) At the time the workload issue occurred, did you discuss the issue within the unit/area/program?

Yes No Provide Details:

Was it resolved? Yes No

(B) Failing resolution at the time of the occurrence, did you seek assistance from the person designated by the employer as having responsibility for timely resolution of workload issues? Yes No
Provide Details:

Was it resolved? Yes No

(C) Did you discuss the issue with your manager (or designate) on her/his next working day?

Yes No Provide details:

Was it resolved? Yes No

SECTION 6: RECOMMENDATIONS

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

- Inservice Orientation Review nurse/patient ratio
- Change unit lay-out Float/casual pool Review policies & procedures
- Change Start/Stop times of shift(s). Please specify: _____
- Review Workload Measurement Statistics
- Perform Workload Measurement Audit
- Adjust RN staffing Adjust support staffing
- Replace sick calls
- Equipment (Please specify) _____
- Other: _____

SECTION 7: MANAGEMENT COMMENTS

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable.

Management Signature _____ Date: _____

SECTION 8: EMPLOYEE SIGNATURES

I/We do not believe the response adequately addresses our concerns. I/We therefore request these concerns be forwarded to the Employer-Association Committee in accordance with the collective agreement.

Signature _____ Phone No: _____

Signature _____ Phone No. _____

Signature: _____ Phone No. _____

Date Submitted: _____

Copies: (1) Manager (2) ONA Rep (3) Chief Nursing Officer (or designate) (4) RN

SCHEDULE D
ADDENDUM TO COLLECTIVE AGREEMENT

B E T W E E N:

CORPORATION OF THE COUNTY OF LAMBTON
(MARSHALL GOWLAND MANOR)
(Hereinafter referred to as "the Corporation")

A N D:

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

AND IN RELATION TO:

PART-TIME EMPLOYEES

- A. The Employer recognizes the Association as the sole and exclusive bargaining agent for all Registered and Graduate Nurses engaged in a nursing capacity, employed for not more than twenty-four (24) hours per week, save and except the Resident Care Supervisor and persons above the rank of Resident Care Supervisor.
- B. The foregoing provisions of the Collective Agreement shall apply except for the following Articles which do not apply to part-time Employees:

Articles 2, 13, 14, 15, 16, 17.02, Schedule A, with exception of Clarity Note 4(b) – Jury and Witness Duty, Schedule B 3(b), and Article 10.07.
- C. The probationary period for a part-time Nurse shall be the completion of sixty tours or nine months whichever comes sooner.
- D. Part-time Nurses shall receive one (1) year of seniority and advance to the next increment level on completion of two hundred (200) tours.
- E. Vacations

All part-time nurses shall receive an annual vacation in accordance with her years of service as follows:
- (a) Less than one (1) year – one point two-five (1.25) working days for each month pro-rated;
 - (b) One (1) year or more – three (3) weeks;
 - (c) Three (3) years or more – four (4) weeks;
 - (d) Thirteen (13) years or more – five (5) weeks;
 - (e) Twenty-two (22) years or more – six (6) weeks;

- (f) Twenty-Eight (28) years or more – seven (7) weeks;

These earned vacations shall be accorded to nurses beginning with the calendar year in which their anniversary falls.

Vacation pay shall be based on the applicable percent of gross earnings in the preceding year as follows:

- (a) Less than three (3) years employment – six percent (6%);
- (b) Three (3) years or more – eight percent (8%);
- (c) Thirteen (13) years or more – ten percent (10%);
- (d) Twenty-two (22) years or more – twelve percent (12%);
- (e) Twenty-eight (28) years or more – fourteen percent (14%).

Vacation pay is to be based on earnings, from January 1st to December 31st in each year, and is to be paid on the first pay period of the following year.

The earned vacation pay shall be accorded to nurses on the date their anniversary falls.

For the purpose of vacation entitlement, service shall mean combined service in both the full-time and part-time bargaining units. For the purpose of this clause, two hundred (200) hours of part-time service shall equal one (1) year of full-time service and vice-versa.

The Employer will give every consideration to the Nurses' preference as to the timing of their vacation. Where more Nurses have indicated preference for the same period of time than the Employer can reasonably grant, preference for choice of vacation periods shall be granted in order of seniority.

Prior to leaving on vacation, Nurses shall be notified of the date and time on which to report for work following vacation.

For the period June 1st through October 30th, vacation requests for part-time Nurses shall be submitted between March 15th and April 15th. The finalized vacation list will be posted on May 15th.

For the period November 1st through May 30th, vacation requests shall be submitted between August 15th and September 15th. The finalized vacation list will be posted on October 15th.

Requests for vacation received in writing by the Resident Care Supervisor following the withdrawal of the vacation list will be considered in the order in which they are received. It is understood that first consideration will be given to Nurses who have indicated their preference for vacation on the vacation list prior to it being withdrawn. The Nurses will receive a reply within two (2) weeks.

Maximum number of Employees off at one specific time will be two (2) for vacation purposes only.

F. Statutory Holidays

Part-time Employees shall be paid at the rate of double time and one-half (2½) for all hours worked on the following days:

New Year's Day	Labour Day
Family Day (to be observed on the third Monday in February)	Thanksgiving Day
Good Friday	Remembrance Day
	Christmas Day
Easter Sunday	Boxing Day
Victoria Day	*Floating Holiday
Canada Day (to be observed on July 1)	
Civic Holiday	

*The Floating Holiday shall be taken by each Nurse at a time which is mutually agreeable between the Employee and the Resident Care Supervisor concerned. If in the event any government authority proclaims an additional statutory holiday during the life of this Agreement, the floating holiday will become that holiday and will be taken on the date proclaimed by the government authority.

Where a Nurse does not designate their float holiday by December 15th in each calendar year, such holiday will be paid out at their regular daily rate of pay no later than the following two pay periods upon written notification by the Employee.

- G. (a) All available part-time nursing shifts will be divided equally among all of the part-time Nurses.
- (b) Where shifts remain available to be scheduled after H (a), above, those shifts will be offered to part-time Nurses on the basis of rotating seniority.
- H. Additional available tours, after the schedule is posted will be offered by continuous rotating seniority using the seniority based call-in sheet as follows:
- 1) To part-time nurses, including job-sharers, who are not in a premium position based on the schedule.
- then
- 2) To part-time nurses, including job-sharers, who are in a premium position based on the schedule.
- If the tour remains available that tour will be offered to, on a rotating seniority basis:
- To the full-time nurses unless they have indicated in writing they do not wish to be called for additional shifts. It is understood they will be offered the option of premium pay for the tour or an alternate day off.
- I. It is understood that the Employer will not be required to offer tours which will result in overtime premium pay.

J. Tours of Less Than 7.5 Hours

Where a part-time Employee(s) is scheduled to work less than a normal tour (7.5 hours), Schedule B paragraph 2, (Scheduling Regulations), in its entirety, applies except as amended by the following:

- (a) The Home will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum;
- (b) Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period;
- (c) Unless caused by the application of the other scheduling provisions, no part-time Employee will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the Employee;
- (d) Employees working tours comprising of less than 7.5 hours shall not be scheduled to work more than six (6) consecutive tours.

K. Casual Part-time

- (a) Casual part-time Nurses shall not be utilized until the available work has been offered to all part-time Nurses in compliance with the scheduling provisions of the Collective Agreement.
- (b) Casual part-time Nurses shall not be utilized while full-time or part-time Nurses remain on layoff.
- (c) The probationary period for casual part-time Nurses is nine (9) months or sixty (60) tours, whichever comes first.

**SALARY SCHEDULE
(PART-TIME REGISTERED NURSES)**

Part-Time Registered Nurse

13% in lieu	Effective	Effective	Effective
	April 1, 2008	April 1, 2009	April 1, 2010
Start	31.27	32.21	33.18
1 Year	31.73	32.68	33.66
2 Years	32.26	33.23	34.23
3 Years	33.84	34.86	35.91
4 Years	35.45	36.51	37.61
5 Years	37.45	38.57	39.72
6 Years	39.45	40.63	41.86
7 Years	41.48	42.73	44.00
8 Years	44.42	45.75	47.12
25 Years	45.20	46.56	47.96

Part-time employees covered by this Collective Agreement shall receive, in addition to their regular wages, thirteen percent (13%) as payment in lieu of the welfare benefits provided to full-time members of the bargaining unit. If a part-time employee decides to join O.M.E.R.S., the employer's share of the O.M.E.R.S. contribution shall be deducted from the aforementioned amount.

Part-Time Registered Nurse - O.M.E.R.S. Participants

9% in lieu	Effective	Effective	Effective
Article 16.03	April 1, 2008	April 1, 2009	April 1, 2010
Start	30.16	31.07	32.00
1 Year	30.61	31.52	32.47
2 Years	31.12	32.06	33.02
3 Years	32.65	33.63	34.64
4 Years	34.19	35.22	36.28
5 Years	36.12	37.20	38.31
6 Years	38.05	39.20	40.37
7 Years	40.01	41.21	42.44
8 Years	42.85	44.13	45.45
25 Years	43.60	44.91	46.26

Clarity Note:

Effective June 1, 1993, the hourly rates for part-time Nurses have been calculated on the basis of a 7½ hour day.

The calculation is:

Monthly figure x 12 x 1.13 ÷ 260 ÷ 7.5 = hourly rate.

For those who participate in OMERS, monthly figure x 12 x 1.09 ÷ 260 ÷ 7.5 = hourly rate.

NOTES:

1. Effective April 1, 2009, the shift differential for all hours worked between the hours of 1500 and 2300 shall be one dollar and thirty cents (\$1.30).

Effective April 1, 2009, the shift differential for all hours worked between the hours of 2300 and 0700 shall be one dollar and fifty cents (\$1.50).

Effective April 1, 2010, the shift differential for all hours worked between the hours of 1500 and 2300 shall be one dollar and fifty-five cents (\$1.55).

Effective April 1, 2010, the shift differential for all hours worked between the hours of 2300 and 0700 shall be one dollar and seventy-five cents (\$1.75).

2. Recent Related Experience

Claim for recent related clinical experience, if any, shall be made in writing by the part-time nurse at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for recent related experience will be retroactive to the nurse's date of hire. The part-time nurse shall co-operate with the Employer by providing verification of previous experience so that her or his recent related clinical experience may be determined and evaluated during her or his probationary period. Having established the recent related clinical experience, the Employer will credit a new part-time nurse with one (1) annual service increment for each year of experience

For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice versa.

For the purposes of this clause, a Nurse must have worked at least one hundred (100) tours in the preceding five (5) years for this clause to apply.

Effective June 1, 1993, the daily tour rate for part-time Nurses includes thirteen percent (13%) in lieu of all fringe benefits except vacation pay and paid holidays, salary, compassionate leave, educational leave, Jury and Witness Duty, tour differential, responsibility pay, call-back guarantee and uniform allowance. If participating in OMERS, the percentage in lieu will be nine percent (9%).

3. (a) Responsibility Pay

Where the Corporation assigns a nurse to the responsibilities of the Resident Care Supervisor, the nurse so assigned will be paid a responsibility allowance of fifteen dollars (\$15.00) for each tour.

Effective November 1, 2006, where the Corporation assigns a Nurse to the responsibilities of the Resident Care Supervisor, the Nurse so assigned will be paid a responsibility allowance of seventeen dollars and fifty cents (\$17.50) for each tour.

It being understood that when the Resident Care Supervisor is away for one day, a bargaining unit member will be assigned as in charge. Whenever the Resident Care Supervisor is away for more than one day, a bargaining unit member will be assigned to relieve the Resident Care Supervisor and another bargaining unit member will be scheduled to replace the relieving Nurse of those days.

(b) Charge Pay

The Corporation will assign a Nurse to be in charge of all evening and night tours and on the day tour on a Saturday, Sunday, and a paid holiday.

Charge pay shall increase to fifteen dollars (\$15.00) per tour.

(c) Weekend Premium

Effective April 1, 2009, there shall be a weekend premium of one dollar and seventy cents (\$1.70) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

Effective April 1, 2010, there shall be a weekend premium of one dollar and ninety cents (\$1.90) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

SCHEDULE E
JOB-SHARING

1. The introduction of job-sharing arrangements will be subject to mutual agreement between the Union and the Employer. The Employer shall not arbitrarily or unreasonably refuse to implement job-sharing.

Job-sharing requests, with regard to full-time positions, shall be considered on an individual basis. Such approval will not be unreasonably withheld.

2. The Employees involved in job-sharing are entitled to all the terms of the part-time Addendum, except those which are modified as follows:

(a) Schedules will conform with Schedule B of the Collective Agreement which sets out scheduling.

(b) Total hours worked by the job-sharers shall equal one (1) full-time position. Job-sharers will have the option of determining between themselves which partner will work on scheduled tours and will advise her/his Manager, however, all scheduled tours must be covered. Such schedules will not be unilaterally imposed or changed by the Employer, but once the schedules are posted, they will not be changed without the permission of the Supervisor in the area concerned. Such permission will not be unreasonably withheld.

(c) Employees will be granted at least five (5) consecutive days off over either Christmas or New Year's. When one or both job-sharers work over Christmas, neither can be required to work over New Year's, and vice-versa, unless mutually agreed otherwise. Should Employees be assigned to work either Christmas or New Year's, they will collectively be expected to work on at least five (5) consecutive days, if required. Where both job-sharers request to work Christmas or New Year's, or request to have either off and a conflict exists, then seniority shall be the deciding factor.

(d) Paid Holidays

Job-sharers will not be required to work, in total, more paid holidays than would one (1) full-time Employee, unless mutually agreed otherwise.

(e) Each job-sharer may exchange shifts with her or his partner as well as other Employees, as provided by the Collective Agreement.

(f) Coverage

i) It is expected that both job-sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the Unit Supervisor must be notified to book coverage. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences. Job-sharers shall be offered additional unscheduled tours in compliance with the part-time Addendum.

ii) Vacation, Maternity Leave and other Leaves pursuant to Article 11 of the Collective Agreement

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the Employee is able to cover the entire leave of absence, or if able to cover only part, she or he shall notify the Manager of her or his intentions at least two (2) weeks prior to the posting of each schedule. If the Employee cannot cover for her or his partner, the vacancy will be offered to the most senior part-time Employee.

(g) Implementation

Where the job-sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first and in the event that there are no successful applicants, then both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

(h) i) An incumbent full-time Employee wishing to share her or his position may do so without having her or his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

ii) It is understood and agreed that the arrangement is for a trial period of three (3) months for the full-time Employee originating the request. Once the trial period is over, the Employee cannot revert to her former position except under (i) below.

iii) Where two (2) full-time Nurses wish to job-share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the Collective Agreement.

(i) If one of the job-sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the remaining partner will revert to her or his former status. If the remaining Employee was previously full-time, the shared position will become her or his position. If the remaining Employee was previously part-time and there is no part-time position available, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

(j) Discontinuation

Either party may discontinue the job-sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

Should the Employer discontinue job-sharing, the Employees currently working those arrangements will have the option of reverting to their former status or remain part-time.

SCHEDULE F
LIST OF SOLE ARBITRATORS

1. Gail Brent
Brent Arbitrations Inc.
840 Colborne Street
London, Ontario N6A 4A2
Telephone: (519) 433-9483
Facsimile: (519) 433-3261

2. Randy L. Levinson
58 Cumming Court
Ancaster, Ontario L9G 1V3
Telephone: (905) 648-7239
Facsimile: (905) 648-4437

3. Jane H. Devlin
#1017 – 111 Richmond Street West
Toronto, Ontario M5H 2G4
Telephone: (416) 366-3091
Facsimile: (416) 366-0879

4. Barry B. Fisher
#2000 – 393 University Avenue
Toronto, Ontario M5G 1E6
Telephone: (416) 585-2330
Facsimile: (416) 585-2105

5. Janice D. Johnston
Dispute Resolution Services
59 Pinewood Avenue
Toronto, Ontario M6C 2V2
Telephone: (416) 656-1761
Facsimile: (416) 656-1761

6. Loretta Mikus
Mikus Arbitration Services
104 Greybeaver Trail
Scarborough, Ontario M1C 4V3
Telephone: (416) 286-0518
Facsimile: (416) 286-1912

LETTER OF UNDERSTANDING

BETWEEN:

**CORPORATION OF THE COUNTY OF LAMBTON
(MARSHALL GOWLAND MANOR)**
(Hereinafter referred to as "the Corporation")

AND:


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


Re: In Respect of Staffing


- (1) The Association/Management Committee shall meet and discuss the Price Waterhouse Coopers report. The Committee shall meet within one (1) year of ratification of the Collective Agreement. The party requesting the meeting shall supply the agenda items to be discussed at the meeting and how this report impacts upon the Home.
- (2) Where the Employer requests to participate in the practise setting consultation process (PSCP) and the PSCP is available the Employer shall pay the costs, share any reports with the Union, and consult with the Union representative with respect to the appointment of one (1) RN representative on the focus group.


DATED at LONDON, Ontario this 19th day of MARCH, 2010.

FOR THE EMPLOYER:







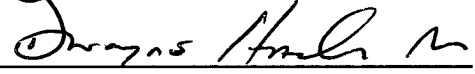




FOR THE UNION:



 Labour Relations Officer




LETTER OF UNDERSTANDING

BETWEEN:

CORPORATION OF THE COUNTY OF LAMBTON
(MARSHALL GOWLAND MANOR)
(Hereinafter referred to as "the Corporation")

AND:


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

Re: Permanent Full Time Night Rotation


A permanent full time night rotation will be maintained as Sunday to Thursday with every weekend off. Prior to implementing any changes to such line, a meeting will be held with the parties to discuss the changes.

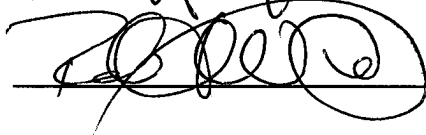
DATED at LONDON, Ontario this 19TH day of MARCH, 2010.

FOR THE EMPLOYER:




Marlene Jackson





FOR THE UNION:



Labour Relations Officer
Sixton BUP

Doreen Anker

LETTER OF UNDERSTANDING

BETWEEN:

**CORPORATION OF THE COUNTY OF LAMBTON
(MARSHALL GOWLAND MANOR)**
(Hereinafter referred to as "the Corporation")

AND:


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

Re: Albertyn Arbitration Board awards Retiree Benefits


If the Albertyn Arbitration Board awards retiree benefits in respect of the central hospitals, the parties agree to have meaningful discussions on the issue. The parties acknowledge that the failure to reach agreement in respect of this issue will not result in this issue being added to the re-opener in paragraph 6 of Appendix A of the Memorandum of Settlement.


DATED at LONDON, Ontario this 19TH day of MARCH, 2010.

FOR THE EMPLOYER:

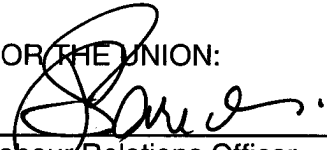


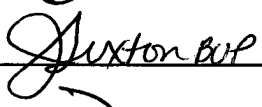
Martin Jackson

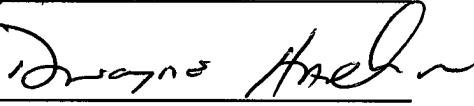




FOR THE UNION:



Labour Relations Officer




LETTER OF UNDERSTANDING

B E T W E E N:

**CORPORATION OF THE COUNTY OF LAMBTON
(MARSHALL GOWLAND MANOR)**
(Hereinafter referred to as "the Corporation")

A N D:

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

Re: Accessing LHIN Funding for RPNs

Whereas the Corporation and the Union were directed by HLDAA Chair Laura Trachuk to develop a Letter of Understanding to address the impact of the additional MOHLTC/LHIN funding on the respective ratios included in the two (2) collective agreements, this Letter of Understanding:

- a. Permits the County to create and/or maintain up to one (1) new FTE, RPN in each Home in accordance with the funding restrictions,
- b. Provides that said position in each Home will not be included for the purposes of calculating the staffing ratio under the collective agreement, and
- c. Provides for a mechanism for the County to provide documentation verifying the nature of this restricted LHIN RPN funding at least annually.

Any future funding initiatives from the MOHLTC/LHIN will be discussed with the Union regarding access and implementation.

SIGNED at Forest, Ontario this 24th day of February, 2010

FOR THE CORPORATION

Tonya Furtado

Marlene Jackson

Jeff Harvey

Chris Doyle

S. Jane Joris

FOR THE UNION

Phil Sarides

Elaine Armstrong RN

Julie Sexton
