

**COLLECTIVE AGREEMENT**

Between:

**THE CORPORATION OF THE COUNTY OF HURON**

And:

**ONTARIO NURSES' ASSOCIATION**

**Expiry date: March 31, 2010**

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**ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Agreement is to establish by mutual agreement, an orderly collective bargaining relationship between the Employer and the nurses concerned, and to provide for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all nurses within the bargaining unit.
- 1.02 It is recognized that the nurses wish to work together with the Employer to secure the best possible nursing care and health protection for residents.

**ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed by the Corporation of the County of Huron at its Huronview Home for the Aged and Huronlea Home for the Aged, save and except Director of Care and persons above the rank of Director of Care.
- 2.02 (a) A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 16.01.
- (b) A part-time nurse is a nurse who works less than the regular hours of a full-time nurse.
- 2.03 A registered nurse is a nurse who holds a Certification of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Nursing Act.
- 2.04 A graduate nurse is defined as a nurse with registration incomplete, who is a graduate of a program acceptable to the College of Nurses of Ontario, and is either in the process of being registered by the College of Nurses of Ontario or is completing registration requirements, for whatever reason.
- 2.05 The word "nurses" when used in this Agreement shall mean persons included in the above described bargaining unit.
- 2.06 Whenever the feminine pronoun is used in the Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.
- 2.07 Work normally performed by members of the bargaining unit shall not be assigned to persons outside the bargaining unit except in situations of emergency or for the purpose of instruction or experimentation.
- 2.08 The Employer agrees to give representatives of the Ontario Nurses' Association access to the Home for the purpose of discussing Union business with the Home, such as investigating grievances, attending meetings or otherwise assisting in the administration of this Agreement.

- 2.09 It is understood and agreed that the Labour Relations Officer is the signing authority for the Ontario Nurses' Association and therefore any agreement reached between the parties is of no force or effect without the agreement and signature of the Labour Relations Officer.
- 2.10 The Employer agrees that if the Huronview Home for the Aged operations covered by this Agreement, or any part thereof, are moved, amalgamated or otherwise transferred to a location or building operated by the County of Huron outside the present location of the bargaining unit operated by the County of Huron, this Collective Agreement shall thereupon also be applicable at the new location.
- 2.11 The Union will not engage in Union activities during working hours, or hold meetings at any time on the premises of the Employer without the permission of the Employer.
- 2.12 The Employer shall upon entry into any service agreement with the Ministry of Health in respect of residents cared for by members of this bargaining unit provide to the Union copies of any documents or materials which it is required to post in the Home pursuant to the Long Term Care Reform Act.

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

- 3.01 The Employer retains all the historical rights of management save where abridged by this Agreement.
- 3.02 The Employer shall not exercise its rights in a manner that is inconsistent with the Collective Agreement.
- 3.03 The Collective Agreement shall be administered in a fair and reasonable manner.

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

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement, or any applicable legislation.
- 4.02 It is agreed that there will be no discrimination by either party on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation or any factor which is not pertinent to the employment relationship.
- 4.03 The Employer agrees to abide by the Harassment Policy in effect in the County of Huron.

## **ARTICLE 5 - NO STRIKES AND LOCKOUTS**

5.01 The Union agrees that there will be no strikes, and the Employer agrees that there will be no lockouts in the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act. R.S.O. 1990, as amended.

## **ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES**

6.01 (a) The Employer will recognize the following:

A committee of two (2) elected nurses, one (1) of whom shall be identified as the Bargaining Unit President. The Bargaining Unit President may assist nurses in presenting grievances; and in representing the Union in the discussion of matters concerning the interpretation of their Collective Agreement. The Employer further recognizes this committee as the agent for re-negotiation of this Agreement.

- (b) i) A Union-Management Committee composed of an equal number of representatives of the Employer and the Union. One of the Employer representatives shall be the Director of Care or her designate and one of the Union representatives shall be the Bargaining Unit President or her designate. Meetings of this committee shall be held at the request of either party, but at least every other month unless otherwise agreed. The purpose of this committee shall be to discuss matters relating to workload, scheduling matters, job content and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between parties.
- ii) The parties agree that suitable subjects for discussion at the joint Union-Management Committee will include aggressive residents.

6.02 The Union will supply the Employer with the names of its representatives and any changes thereto.

6.03 (a) If a Representative must leave her regular duties for a period of time in order to attend to Union business, she will first obtain the permission of her Supervisor. Such permission will not be unreasonably withheld. Upon completion of her business, the Representative will report to her Supervisor and then return to her regular duties.

- (b) The Employer agrees to pay up to two (2) members of the Negotiating Committee for all time spent during negotiations, up to but not including arbitration. Nurses who are required to attend at negotiations shall not be scheduled to work the shift immediately following the shift in which the meeting is scheduled.

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

- 6.05 During the orientation period, a nurse representative will be allowed a reasonable period of time, up to one-quarter (1/4) hour, within regular working hours to interview nurses and to discuss the benefits and duties of the Union members and responsibilities to the Union and the Employer. During such interview, membership forms will be provided to the nurse.
- 6.06 The Employer agrees that when nurses are required to serve on committees that have both Employer and Union members, the meetings shall be scheduled during the nurse's regular working hours, where possible, or the nurse shall be paid for all hours spent at the meeting outside her regular working hours at her regular hourly rate of pay.

### **ARTICLE 7 - UNION SECURITY**

- 7.01 The Employer shall deduct, in the first payroll period in each month, from the earnings of all employees in the bargaining unit, a sum equal to the monthly union dues for each employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings within that month. The deduction period for an employee may be extended where the employee does not receive pay in a particular month.
- 7.02 Such dues shall be deducted monthly from each employee, but in the case of a newly-hired employee such deduction shall commence in the first pay period immediately following her date of hire.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 The Union shall indemnify and save the Employer harmless with respect to any liability for dues so deducted and remitted.
- 7.05 The total amount deducted pursuant to Article 7.02 above shall be remitted monthly to the Union no later than the 15th of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees and the amounts deducted in accordance with this Article.

Effective upon implementation of the new payroll system, the list shall also include the name, classification, employee status, registration number, site/division/location, and social insurance number of each employee from whom deductions were made in the preceding month. The Employer will also provide a listing of all terminations, newly-hired employees, employees on leaves of absences, paid or unpaid, and any employees who have not paid the full amount of dues. Each new employee's address and telephone number will also be included.

At least once per year, a master list shall be provided to the Union which includes the addresses and telephone numbers of each employee listed above, and shall also include a summary of the preceding year, by month, with the name of each employee who has not paid dues but has retained employee status, and the reason(s) therefor.

A copy of the above lists shall be provided to each of the Provincial Union and Bargaining Unit.

- 7.06 The Employer will provide each nurse with a T-4 slip showing the dues deducted in the previous year, for income tax purposes.

## **ARTICLE 8 - OCCUPATIONAL HEALTH & SAFETY**

### 8.01 Joint Occupational Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.
- (b) The Employer agrees to recognize as a member of its Joint Occupational Health and Safety Committee one (1) representative selected or appointed by the Union from within the Bargaining Unit.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend action to be taken to improve conditions related to health and safety.
- (d) The Employer agrees to provide necessary information to enable the Committees to fulfill their function.
- (e) All time spent by a member of the Joint Occupational Health and Safety Committee attending meetings of the Committee and carrying out her duties shall be deemed to be work time for which she shall be paid by the Employer at her regular hourly rate, and she shall be entitled to such time from her work as is necessary.
- (f) 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.

Scheduled time spent in obtaining the workers certification by the Occupational Health and Safety representative of ONA shall be paid by the Employer at the nurses regular rate of pay.

### 8.02 Modified Work/Return to Work Programs

The Employer and the Union recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses based on the following principles;

- (a) A nurse has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.
- (b) A nurse participating in this program will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher.
- (c) A nurse with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/ illness job or other suitable work.
- (d) A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable work. Every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
- (e) In order to return a worker with a disability to her/his pre-injury job, appropriate accommodation may include, but is not limited to, modifications to the job or work station, reorganization of the work, provision of additional staff, and/or retraining of the worker in order to perform the essential duties of the pre-injury job or alternative suitable work that may become available.

## 8.03

Infectious Diseases

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

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

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

- (m) The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not limited to:
  - Musculoskeletal Injury Prevention
  - Needle Stick Injury Prevention
  - Personal Protective Equipment
  - Training designed to ensure competency under the Act for those persons with supervisory responsibilities.

8.04 Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.11.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

**ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURES**

- 9.01 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible and it is understood that a nurse has no grievance until she has first given her Director of Care opportunity of adjusting her complaint. Such complaint shall be discussed with her Director of Care within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse and the Director of Care shall reply within five (5) days. It may then be taken up as a grievance within five (5) days following advice of her Director of Care's decision in the following manner and sequence:

STEP NO. 1

A nurse(s) or the Union on her/their behalf or in its own stead may present a grievance in writing to the Home's Administrator or delegate. Such a grievance must be presented within fifteen (15) days of its occurrence or when it came to the attention of the nurse or the Union. The Administrator or delegate shall render a decision in writing within five (5) days following the day on which the grievance was submitted. If the decision is unsatisfactory to the nurse(s) or the Union, Step No. 2 may be followed within ten (10) days.

#### STEP NO. 2

Within ten (10) days following the decision under Step No. 1 the nurse with the assistance of a nurse representative if desired, may submit the written grievance to the Director of Human Resources or delegate. The parties, including the Labour Relations Officer, will meet within ten (10) days of the filing of the grievance. The Director of Human Resources or delegate shall deliver his decision in writing within five (5) days of the meeting being held. A copy of the second step grievance reply will be forwarded to the Labour Relations Officer.

It is further understood that the Director of Human Resources or his designate may have such counsel and assistance as he/she may desire at such meeting. If the decision is unsatisfactory to the nurse or the Union, it may be referred to arbitration in accordance with the arbitration procedure.

9.02 A nurse is entitled to be represented by a member of the Bargaining Unit when formal written discipline is imposed, or at any step of the grievance process.

In cases where discipline involves suspension or discharge, the nurse shall be notified of this right in advance. Any grievance against suspension or discharge shall be initiated at Step No. 2.

9.03 The release of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this Agreement.

9.04 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement, shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer will be forwarded in writing to the Bargaining Unit President, with a copy to the Labour Relations Officer of the Ontario Nurses' Association. The grievance shall then be treated as having been initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.05 Group Grievance

Where a number of nurses have identical grievances, they may present a group grievance in writing to the Administrator, or his designate, within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall

then be treated as being initiated at Step No. 2 and the applicable provisions of this article shall then apply with respect to the processing of such grievance.

9.06 (a) Arbitration

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

(b) Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

9.07 It is understood and agreed that the Union has carriage of all grievances filed by the Union throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the nurses.

9.08 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within ten (10) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of ten (10) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

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

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

9.11 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

- 9.12 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority; and where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 9.13 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 9.14 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory, and failure to comply strictly with such time limits except by written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 46 of The Labour Relations Act.
- 9.15 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.
- 9.16 The Employer will provide the necessary facilities for Step 2 grievance meetings.

#### **ARTICLE 10 - JOB SECURITY**

- 10.01 (a) The Employer shall keep up-to-date separate seniority lists for both full-time and part-time nurses. Three (3) copies of the seniority lists shall be forwarded to the Bargaining Unit President and one (1) copy shall be posted in the Home by January 31 of each year, and prior to any lay off.
- (b) Seniority for full-time nurses shall be defined as the length of employment with the Employer since date of last hire into a position within the bargaining unit.
- (c) Seniority for part-time nurses shall be based on the total number of hours paid since the date of hire into a position within the bargaining unit.
- (d) Effective May 22, 1992, 1500 hours of part-time seniority and service shall equal one (1) year of full-time service and vice-versa. Prior to May 22, 1992, 1820 hours shall equal one year of full-time service and seniority. Pre-certification seniority and service shall be converted to the appropriate amount of post-certification service and seniority on the basis of the number of pre-certification hours of service divided by 1820 x 1500 and added to post-certification seniority and service. Seniority lists shall contain the combined service and seniority amounts for all members of the bargaining unit and shall be used for all service and seniority purposes under the Collective Agreement.
- (e) Newly employed nurses will be considered probationary for sixty (60) paid tours or one hundred and eighty (180) days, whichever comes first.

- 10.02 Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- (a) approved leave of absence with pay.
  - (b) approved leave of absence without pay up to a period of thirty (30) calendar days.
  - (c) when in receipt of Workers' Compensation benefits up to twelve (12) months.
  - (d) when in receipt of illness allowance for up to seventeen (17) weeks.
  - (e) pregnancy and parental leave to a maximum of fifty-two (52) weeks.
- 10.03 Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- (a) approved leave of absence without pay in excess of thirty (30) calendar days, but not exceeding three hundred and sixty-five (365) calendar days.
  - (b) when absent due to layoff.
  - (c) when in receipt of Workers' Compensation in excess of twelve (12) months.
  - (d) when on disability allowance or long term disability.
- 10.04 A nurse shall lose all seniority and shall be deemed to have quit the employ of the Employer if she:
- (a) resigns;
  - (b) is discharged for cause and the discharge is not reversed through the Grievance Procedure;
  - (c) is absent for three (3) consecutive scheduled days without notifying the Employer unless a satisfactory reason is given, and such employee shall be deemed to have quit the employ of the Employer without notice;
  - (d) fails to contact the Employer within five (5) calendar days for the purpose of making arrangements for return to work within two (2) weeks from the receipt of a notice of recall sent by Registered Mail or Courier, after layoff. The notice shall be sent to the address of the employee, last on file with the Employer, and a copy shall be sent to the Local Union;
  - (e) has been laid off for twenty-four (24) calendar months.
  - (f) is terminated from work due to illness or disability in accordance with the Workers' Compensation Act and the Human Rights Code.
- 10.05 (a) Where a vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such

vacancy shall be posted for a period of fourteen (14) consecutive calendar days. A copy of said posting shall be sent to the Bargaining Unit President. The name of the successful applicant shall be posted by the Employer.

- (b) Subsequent vacancies caused by the filling of an earlier vacancy need only be posted for seven (7) consecutive calendar days.
- (c) An application for transfer system shall be established. Under such a system, any nurse will be able to indicate her interest in working on a different shift and/or location, and her application will be considered as though she had made it at the time of posting when a vacancy occurs, and has been posted.
- (d) No nurse shall be transferred to another site without her consent.

10.06

- (a) Temporary vacancies expected to exceed sixty (60) continuous calendar days shall be posted and filled in accordance with the Collective Agreement. Where there are no applications for such vacancy, the Employer may hire a new nurse.
- (b) The Employer will outline to the nurse(s) selected to fill a temporary vacancy, caused by whatever reason, the conditions and duration of such vacancy.
- (c)
  - i) A nurse selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her selection.
  - ii) The nurse selected as the result of a posted temporary vacancy need not be considered for a further temporary vacancy until the term of the posted temporary vacancy has been completed, or in the case of an indefinite temporary vacancy, the nurse has completed six (6) months. This provision in no way restricts the nurse's right to apply for a permanent vacancy.
- (d) A nurse who is absent due to illness, leave of absence, or the filling of a temporary vacancy shall have the right to return to her former position, unless the position has been discontinued, in which case she shall be given a comparable job.
- (e) A part-time employee who is awarded a temporary full-time position shall be deemed to retain her part-time status.

10.07

Nurses shall be selected for positions on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern.

10.08

A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time or vice-versa. A nurse whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time shall receive

credit for her full seniority and service on the basis of one (1) year of seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

10.09 Positions Outside the Bargaining Unit

- (a) A nurse who has been requested to substitute temporarily in a classification that is excluded from the bargaining unit, may refuse to do so. If she consents, she shall be deemed to be covered by the Collective Agreement.
- (b) Any nurse presently in the bargaining unit, who elects to transfer to a position outside of the bargaining unit, may be rehired into the bargaining unit, after the Employer has complied with the job posting and recall provisions. A nurse who is transferred to a position outside of the bargaining unit, for a period of one (1) year or less, shall retain but not accumulate her seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit. In the event that the transfer to a position outside of the bargaining unit exceeds one (1) year, the nurse will lose all seniority held at the time of transfer. In the event the nurse returns to a position in the bargaining unit, the nurse's seniority will accrue from the date of her return to the bargaining unit.

10.10 Layoff and Recall

- (a) Nurses shall be laid off in reverse order of seniority.
- (b) Nurses shall be recalled in reverse order of layoff. For a layoff in excess of three (3) months, the nurse has the right to require orientation of up to two (2) shifts.
- (c) In the event of a proposed layoff of a permanent or long term nature, the Employer will:
  - i) Provide the Union with thirty (30) days' notice;
  - ii) Meet with the Union to review the following:
    - A) The reasons causing the layoff;
    - B) The service which the Employer will undertake after the layoff;
    - C) The method of implementation, including areas of cutback and the nurses to be laid off.
- (d) No new nurse will be hired nor will agency nurses be used where there is a nurse(s) on layoff.

## **ARTICLE 11 - EMPLOYEE FILES**

11.01 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 Employer against the nurse.

Each nurse shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her supervisor. A copy of the evaluation will be provided to the nurse at her request.

No document shall be used against a nurse where it has not been brought to her attention in a timely manner.

11.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension, or other sanction provided that the nurse's record has been discipline free for one (1) year.

## **ARTICLE 12 - LEAVE OF ABSENCE**

12.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Director of Care or her designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

12.02 (a) Local Union Leave

The Employer agrees to grant leaves of absence without pay to nurses selected by the Union to attend Union business including conferences and conventions. It is agreed that:

- i) there is not to be more than one (1) nurse on such leave at any one time;
- ii) the Union will notify the Administrator fourteen (14) days in advance of requested leave, except where such notice is not possible due to exceptional circumstances.
- iii) the maximum number of days for Union business shall not exceed twenty (20) days in any one calendar year.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the daily rate of the nurse. The Employer will bill the Union within a reasonable period of time.

(b) Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave (s) of absence as she may require to fulfill the duties of her position. Reasonable notice - sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(c) Leave, President, O.N.A.

Upon application in writing by the Union on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to two (2) consecutive years. There shall be no loss of service or seniority during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association.

The nurse agrees to notify the Employer of her intention to return to work at least two (2) weeks prior to the date of such return.

(d) Leave – Provincial Committee

A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association, shall be granted upon request such leave(s) of absence as she may require to fulfill the duties of her position. Reasonable notice shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided elsewhere in this Agreement. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(e) Leave – Local Coordinator

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty (30) days annually. Leave of absence for Local Coordinator for the Ontario Nurses' Association will be separate from the Union leave provided above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the daily rate of the nurse. The Employer will bill the Union within a reasonable period of time.

- (f) Where employees are elected in accordance with (b), (c), (d) or (e), and as a result more than one (1) employee at a time would be requesting Union leave days to fulfil the duties of their positions, the parties will meet immediately after the election to discuss the impact on staffing at the Home.

## 12.03

Professional and Educational Leave

Education can be looked on as training and development. Training is required while development expands the level of skills of a nurse. Training is usually required by the Employer and development requested by the nurse. It is felt that all staff will require both training and development throughout their career and that the County should require upgrading and encourage development. It is stressed that all nurses are involved, not just supervisory personnel. The County portion of any educational programme is conditional upon successful completion of the programme by the nurse.

- (a) Training required by the County shall be at the County's expense.
- (b) Development is generally of mutual benefit and requires commitment by both parties.
- i) Short term refers to programmes of up to ten (10) working days. One hundred percent (100%) of all costs will be borne by the County.
- ii) Intermediate term refers to programmes over ten (10) working days, generally the longest courses being approximately six (6) weeks. Cost for such programmes shall be shared on a 50/50 basis covering time, tuition, books, and travel. The nurse shall be encouraged to use overtime or holidays to make up for their portion of the time and costs.
- iii) To be eligible for long term educational leave, which could be up to a maximum of twelve (12) months, a nurse shall have worked for the County for a minimum of five (5) years. Again the general philosophy of 50/50 cost sharing shall apply. However, as an incentive not to take the full year off, up to six (6) months' salary could be granted. A nurse could accumulate overtime and/or holidays towards their share of the time. Before taking leave, the nurse shall formally agree to return and stay with the County for an amount of time agreed to by both parties. The Warden and Clerk are to be the signing authority on behalf of the County.
- iv) Courses taken on a part-time basis, whether leading to a degree or of a non-credit nature, shall be considered as development when requested by a staff member and approved by the department head. The reimbursement policy will be for one hundred percent (100%) of tuition, upon submission of evidence of successful completion of the course. Depending on when the course is offered, the nurse is expected to make appropriate arrangements with his or her department head regarding making up for any time off. This benefit will be prorated for regular part-time staff, based on the number of hours worked for their position in a normal year.

- v) All professional and educational leave under Article 12.03 shall be approved by the appropriate committee or board and Council. Nurses requesting long term educational leave shall be allowed to apply unused vacation or overtime credits toward their share of the leave and the leave shall be approved well in advance (one year). In all cases of education leave, the relevance of the programme to the nurse's position must be clearly demonstrated.

## 12.04

Bereavement Leave

- (a) Upon the death of a nurse's current spouse, parent, child or stepchild, a nurse shall be granted leave up to a maximum of five (5) continuous calendar days, a maximum of three (3) of which shall be without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Home.
- (b) A nurse shall be granted a bereavement leave of up to three (3) consecutive days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. The Home, in its discretion, may extend such leave with or without pay.
- (c) In the event of the death of an aunt or uncle, one (1) day with pay will be granted.
- (d) Where travel is required, additional day or days of leave following the funeral without pay may be granted by the Employer.

## 12.05

Pregnancy and/or Parental Leave

Parental and/or Pregnancy leave with pay shall be granted in accordance with the provisions of the Employment Standards Act except where amended in this provision and effective date of ratification.

- (a) A nurse who has worked for the Employer for thirteen (13) weeks shall be entitled to fifteen (15) weeks of paid pregnancy leave provided she requests such leave two (2) weeks in advance of the expected date of commencing leave where possible. During the fifteen (15) week period covered by Employment Insurance benefits, such benefits shall be topped up by the Employer so that the nurse receives eighty-four percent (84%) of her current earnings.
- (b) A nurse on pregnancy leave shall give at least two (2) weeks' notice of her intention to return to work. However, her leave shall not end before the expiration of six (6) weeks following the actual delivery date, unless other arrangements are made with the Employer.

- (c) A nurse shall be granted thirty-five (35) weeks of unpaid parental leave, for each parent who has worked for the same Employer for thirteen (13) weeks, provided such leave is requested two (2) weeks in advance of the expected date of commencing leave where possible. For the first ten (10) weeks of parental leave covered by Employment Insurance benefits, such benefits shall be topped up by the Employer so that the nurse receives eighty-four percent (84%) of her current earnings. Natural mothers may take parental leave at the end of the pregnancy leave. All other parents may take this leave within thirty-five (35) weeks of the child being born or coming into care.
- (d) A nurse on parental leave shall give at least two (2) weeks' notice of her intention to return to work.
- (e) Written notice by the nurse to extend the leave will be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the termination of the initially approved leave.
- (f) On return to work the nurse shall be reinstated to her former position, unless it has been discontinued in which case she will be given a comparable position.
- (g) During the first seventeen (17) weeks of pregnancy leave and the first thirty-five (35) weeks of parental leave, the Employer shall continue to make its contributions to benefit plans, unless the nurse gives written notice that she does not intend to pay her contributions if any. Thereafter, a nurse on leave may continue to participate in benefit plans if she pays the full cost at the beginning of each month.
- (h) For the purpose of 12.05 (g), the types of benefit plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.
- (i) Seniority and service continue to accrue during pregnancy leave and parental leave.
- (j) Current earnings for a full time employee shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave, times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same period used for calculation of the Employment Insurance benefit.
- (k) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.
- (l) Nurses newly hired to replace nurses who are on parental and/or 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.

- (m) 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.

#### 12.06 Jury and Witness Duty

If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties for the Employer, or is subpoenaed to appear as a witness before the College of Nurses, the nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the nurse:

- (a) notifies the Employer immediately on the nurse's notification that she will be required to attend court;
- (b) presents proof of service requiring the nurse's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

#### 12.07 Professional Leave

- (a) With prior approval of the County, professional leave with pay will be granted to nurses who run for and are elected to the College of Nurses or the Registered Nurses' Association of Ontario, to attend regularly scheduled meetings. Any salary replacement paid to the nurse by the College or R.N.A.O. will be returned by the nurse to the County for the days where the County provided paid leave.
- (b) Where prior approval of the County to run is not obtained, such leave shall be without pay.

#### 12.08 Pre-Paid Leave Program

- (a) Description - The Four Years Over Five Plan has been developed to afford nurses the opportunity of taking one (1) year leave of absence with part pay by spreading four (4) years' salary over a five (5) year period.
- (b) Application - A nurse shall be entitled to join the plan by registering with the Employer before the end of any month to commence deduction two (2) months later in the same year so that the leave may commence the beginning of the latter month four (4) years later. Seniority shall be the deciding factor when some of the applicants have to be denied.
- (c) Payment Formula and Leave of Absence

- i) In the first four (4) years, a nurse will be paid eighty percent (80%) of her regular salary. The remaining twenty percent (20%) of salary will be deposited in a bank account. The total amount of that bank account, excluding interest, shall be paid to the nurse during the year of leave. Payment will be made through the payroll of the Employer, who will be reimbursed by the bank on a bi-weekly basis.
- ii) Nurses' benefits will be maintained by the Employer during their leave of absence.
- iii) The leave of absence shall be taken only in the fifth year of the plan. The nurse shall accumulate seniority during leave of absence under this plan.

(d) Terms of Reference

- i) On returning from leave, a nurse shall be posted to a similar position to that which she held immediately prior to going on leave, and shall be paid in accordance with the then existing Appendix "A".
- ii) In the event of death or termination of employment, any monies on deposit to the credit of the nurse including any accrued interest will be returned to the nurse or the nurse's estate.
- iii) The Employer and the nurse may agree to defer the leave of absence for any reason.
- iv) Pension deductions are to be continued providing the Ontario Municipal Employees Retirement System (O.M.E.R.S.) approves this plan for pension purposes.
- v) A nurse may withdraw from the Plan any time up to twelve (12) months prior to the date the leave of absence is to begin. Upon withdrawal, any monies accumulated, including any accrued interest, will be paid to the nurse within sixty (60) days of notification of her desire to leave the plan.
- vi) The nurse shall not be entitled to vacation credits during her leave of absence.
- vii) The nurse shall not be paid for sick leave during her leave of absence.

12.09 Each nurse shall be entitled to ten (10) No Pay Days per calendar year. For non-emergency situations a minimum of fourteen (14) days' notice shall be given. If a nurse wishes to add a No Pay Day(s) to her vacation, this request must be submitted at the time of requesting vacation in accordance with Article 14.01.

**ARTICLE 13 - PAID HOLIDAYS**

13.01 (a) The Employer agrees to recognize the following paid holidays:

New Year's Day - January 1  
 Family Day (3<sup>rd</sup> Monday in February)  
 Good Friday  
 Easter Monday  
 Victoria Day  
 Canada Day - July 1  
 Civic Holiday  
 Labour Day  
 Thanksgiving Day  
 Christmas Day - December 25  
 Boxing Day - December 26  
 One (1) floater day to be taken at a mutually agreed time

- (b) In order to qualify for pay for a holiday, a nurse shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer or the nurse was absent due to:
- i) legitimate illness or accident which commenced within a month of the date of the holiday;
  - ii) vacation granted by the Employer;
  - iii) the nurse's regular scheduled day off;
  - iv) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

- 13.02
- (a) When a full-time nurse works on a holiday she shall be paid her regular straight time hourly rate for all regularly scheduled hours worked on such holiday, and shall receive another day and a half off with pay, or at the option of the nurse and subject to operational requirements.
  - (b) she shall receive straight time for the holiday and she shall receive pay at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours worked on such holiday.
  - (c) For non-emergency situations, a minimum of fourteen (14) days' notice shall be given for the use of lieu days. If a nurse wishes to add a lieu day to her vacation, this request must be submitted at the time of requesting vacation in accordance with Article 14.01.
  - (d) Any lieu days as at December 15th that have not been used will be paid out on the last pay day of that year.
- 13.03
- (a) When a part-time nurse works on a holiday, listed in Article 13.01 (a), she shall receive pay at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours worked on such a holiday.

- 13.04 A tour that begins or ends during the twenty-four (24) hour period of the above holidays 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.

#### **ARTICLE 14 – VACATIONS**

Implementation note: any nurse who is currently (as of February 15, 2008) receiving a better vacation entitlement level will continue to receive this level until such time as they move to a superior level contained in the provisions below.

- 14.01 Vacations with pay will be granted in accordance with the following:
- (a) The vacation year will be from July 1st to June 30th.
  - (b) Nurses will submit their written requests not later than April 15th for the vacation year commencing July 1st to June 30th.
  - (c) Approved vacation requests will be posted no later than May 1st in each year on a vacation planner.
  - (d) Upon the request of the employee and with the consent of the Employer, five (5) vacation days may be carried over to the following year.
- 14.02 (a) All full-time nurses shall be granted vacations with pay as follows:
- i) Nurses who have completed less than one (1) year of full-time continuous service on June 30<sup>th</sup> in any year shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of 6% of gross earnings.
  - ii) Nurses who have completed one (1) or more years of full-time continuous service on June 30<sup>th</sup> in any year shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
  - iii) Nurses who have completed three (3) or more years of full-time continuous service on June 30<sup>th</sup> of any year shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
  - iv) Nurses who have completed thirteen (13) or more years of full-time continuous service on June 30<sup>th</sup> of any year shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay (187.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
  - v) Nurses who have completed twenty-two (22) years or more of full-time continuous service on June 30<sup>th</sup> of any year shall be entitled to

an annual vacation of six (6) weeks' with six (6) weeks' pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.

As of April 1, 2009, nurses who have completed twenty (20) years or more of full-time continuous service shall be entitled to six weeks vacation.

vi) Nurses who have completed twenty-eight (28) years or more of full-time continuous service on June 30<sup>th</sup> of any year shall be entitled to an annual vacation of seven (7) weeks' with seven (7) weeks' pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.

(b) If a full-time nurse works or receives paid leave for less than 1525 hours in the vacation year she or he will receive vacation pay based on a percentage of her or his gross salary for work performed on the following basis:

3 week entitlement	- 6%
4 week entitlement	- 8%
5 week entitlement	- 10%
6 week entitlement	- 12%
7 week entitlement	- 14%

(c) All part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees, of their gross earnings in the preceding year.

3 week entitlement	- 6%
4 week entitlement	- 8%
5 week entitlement	- 10%
6 week entitlement	- 12%
7 week entitlement	- 14%

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

14.04 (a) i) The Employer will grant all requests, subject to any seniority provisions and vacation quotas which shall not be unduly restrictive. Vacation requests shall not be unreasonably denied.

ii) During the period from December 15th to January 15th vacation will not normally be granted to facilitate time off at Christmas and New Year's.

(b) In the event of conflicts, seniority shall prevail providing the nurse has submitted her request in accordance with the dates established in Article 14.01. Requests received after this date will be approved on a first come, first served basis.

(c) All vacation shall be scheduled to commence on a Monday unless otherwise requested by the nurse.

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

14.05 For the purpose of vacation entitlement, fifteen hundred (1500) paid hours of part-time service shall equal one (1) year of full-time service.

14.06 Part-time Vacation Pay

Part-time nurses shall be paid their vacation pay bi-weekly.

14.07 Part-time employees must take at least two (2) calendar weeks of vacation per year in blocks of not less than one (1) week, in accordance with the vacation scheduling provisions of the Collective Agreement. Absent the employee's co-operation in this regard, the Employer will schedule the employee's two (2) weeks of vacation.

14.08 (a) In the event a nurse should become ill prior to the commencement of her scheduled vacation period, such nurse may, at her discretion, cancel said vacation and reschedule the vacation at a later time mutually agreeable to both parties.

(b) In the event a nurse's scheduled vacation is interrupted due to serious illness which requires hospitalization, the period of such illness shall be considered sick leave.

(c) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 12.04.

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

**ARTICLE 15 - SICK LEAVE AND LONG TERM DISABILITY**

15.01 (a) The Parties hereto agree to the terms and conditions of the Sick Leave and Long-Term Salary Continuance Plan provided by the County of Huron, more particularly described in By-law #20, 1986 and attached hereto as Schedule "A". Any change or amendments in the Long-Term Salary Continuance Plan would be subject to Union approval.

(b) The parties agree that absences due to pregnancy related illnesses shall be considered a sick leave under the Sick Leave Plan provided by the County of Huron.

15.02 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefits she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan. Payment will

be provided only if the nurse provides evidence of disability satisfactory to the Employer and a written assignment satisfactory to the Employer, that any payments will be refunded to the Employer following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of seventeen (17) weeks.

## **ARTICLE 16 - HOURS OF WORK AND WORKING CONDITIONS**

- 16.01 The normal shift shall be composed of 7.5 consecutive hours, exclusive of meal time. The normal work week for a full-time nurse shall be composed of five (5) tours, that is, 37.5 hours per week.
- 16.02 An unpaid meal time of one-half (1/2) hour shall be provided away from the floor during a nurse's tour of duty. Where a nurse is of the opinion that she will be unable to take the normal lunch break due to the requirement of providing patient care, such nurse shall consult with her supervisor who will determine whether overtime will be authorized for all time worked in excess of her normal working hours. This request will not be unreasonably withheld.
- 16.03 A rest period of fifteen (15) minutes will be granted during each half tour.
- 16.04
- (a) Schedules will be posted no less than two (2) weeks in advance for a four (4) week period. Advance requests for specific days off shall be submitted to the Director of Care at least one (1) week in advance of the posting date. Requests for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days or tours of duty, providing further that the Employer shall not be liable for any overtime compensation or payment, by reason of the exchange, under the terms of this Agreement.
  - (b) There will not be less than a period of sixteen (16) consecutive hours off between shifts worked by a nurse without the consent of the nurse. There shall not be less than forty-eight (48) hours scheduled off after a completion of a rotation of night duty without the consent of the nurse.
  - (c) There shall be no split tours.
  - (d) A nurse shall not be scheduled to work more than seven (7) consecutive days without days off, unless mutually agreed to by the nurse and the Employer.
  - (e) A weekend is defined as being fifty-six (56) hours off during the period following the completion of the Friday shift (either the Friday day shift OR the Friday evening shift) until the commencement of the Monday day shift.
  - (f) Nurses shall be entitled to receive every second (2<sup>nd</sup>) weekend off or two (2) weekends off in any four (4) weekends. A weekend worked is, as defined in

17.09 (b), the forty-eight (48) hours included in Saturday and Sunday, and includes any shift worked within those forty-eight (48) hours.

If a nurse is required to work a third (3<sup>rd</sup>) consecutive and subsequent weekend, she will receive premium payment of time and one-half (1 1/2) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

- i) such nurse has requested in writing additional weekend work; or
  - ii) such weekend is worked by the nurse to satisfy specific days off requested by the nurse; or
  - iii) such weekend is worked as a result of an exchange with another nurse.
- (g) A nurse who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the Employer, if her regular duties are not available.
- (h) Schedules shall not be changed unilaterally by the Employer once posted, unless mutually agreed otherwise.
- (i) A nurse employed on May 22, 1992 shall be assigned to a permanent shift if she so wishes. If the number of nurses wishing to work a particular shift exceeds the number of positions available, the positions on that shift shall be assigned in order of seniority.
- (j) Full-time nurses shall receive up to five (5) consecutive days off at Christmas or New Year's. Christmas shall include Christmas Eve Day, Christmas Day and Boxing Day, and New Year's shall include New Year's Eve Day and New Year's Day.

Unless a part-time nurse requests otherwise, she shall receive at least three (3) days off at Christmas or New Year's.

- 16.05 (a) Regular part-time employees shall be available to work the following:
- i) two (2) tours per week (i.e. 15 hours)
  - ii) every 2<sup>nd</sup> weekend or two (2) weekends in four (4)
  - iii) either Christmas or New Year's
- (b) Casual part-time employees shall be available to work on an as needed basis.
- 16.06 (a) All work available at the time the schedule is posted will be divided on an equitable basis by seniority amongst the regular part-time employees.
- (b) Shifts which become available after the schedule is posted will be offered on an equitable basis by seniority to regular part-time employees who do not

have their commitment filled and then to regular part-time by rotation and seniority up to full time hours.

- (c) Where all regular part-time employees have been given the opportunity to work in accordance with (a) or (b) above, additional tours will then be offered to Casual employees on an equitable basis by seniority.

#### **ARTICLE 17 - PREMIUM PAYMENT**

- 17.01
  - (a) Nurses shall not be scheduled to work in excess of normally scheduled hours without her consent.
  - (b) A nurse shall have the option of selecting compensating time off at the appropriate rate in lieu of payment. The nurse must inform the employer in writing she is choosing the compensating time off.
  - (c) The scheduling of the time off in lieu of overtime shall be in full shifts.
  - (d) For non-emergency situations, a minimum of fourteen (14) days' notice shall be given for the use of time off in lieu of overtime. If a nurse wishes to add this time to her vacation, this request must be submitted at the time of requesting vacation in accordance with Article 14.01.
  - (e) Any of this time as at December 15th that has not been used will be paid out on the last pay day of that year.
- 17.02 Authorized work in excess of 7.5 hours in a standard day, or 75 hours bi-weekly, shall be compensated at the rate of time and one half (1 1/2) her regular straight time rate. Overtime requests will not be unreasonably denied. It being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period which shall not exceed fifteen (15) minutes in duration. Should the reporting time be authorized to extend beyond fifteen (15) minutes, the entire period shall be considered overtime for the purposes of payment.
- 17.03 A nurse shall be paid double her regular straight time rate for all work performed in excess of seven and one-half (7 1/2) hours on any tour for which she receives time and one half (1 1/2) her regular straight time rate.
- 17.04 If the Employer fails to schedule a period of sixteen (16) consecutive hours off between shifts, the Employer will pay to the nurse time and one-half (1 1/2) her regular straight time rate for the following tour of duty worked.
- 17.05 If the nurse is scheduled to work in excess of seven (7) consecutive days, she shall be paid time and one-half (1 1/2) of all days scheduled in excess of seven (7) until a day off is scheduled.
- 17.06 If a nurse's scheduled shift is cancelled with less than twenty-four (24) hours' notice from the starting time of the shift, she will receive a minimum of four (4) hours' pay at her regular straight time rate.

- 17.07 (a) A full-time nurse who is called into work outside her regular scheduled working hours shall receive time and one-half (1 1/2) her regular straight time rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1 1/2) her regular straight time rate.
- (b) It is understood that part-time nurses will not be required to report to work outside their regular scheduled working hours except by mutual consent.
- 17.08 A full-time nurse who is required to work on her scheduled day off shall receive overtime premium of time and one-half (1 1/2) her regular straight time hourly rate.
- 17.09 (a) Shift Premium
- Effective April 1, 2008, a nurse shall be paid a shift premium of one dollar and fifty-five cents (\$1.55) per hour for all hours worked between 1500 hours and 2300 hours, and one dollar and eighty-five cents (\$1.85) for all hours worked between 2300 hours and 0700 hours.
- Effective April 1, 2009, a nurse shall be paid a shift premium of one dollar and seventy cents (\$1.70) per hour for all hours worked between 1500 hours and 2300 hours, and two dollars and five cents (\$2.05) for all hours worked between 2300 hours and 0700 hours.
- (b) Weekend Premium
- Effective April 1, 2008, an employee shall be paid a weekend premium of one dollar and ninety cents (\$1.90) per hour for all hours worked between 2300 hours Friday and 2300 hours Sunday. If an employee is receiving premium pay under Article 16.04 with respect to consecutive weekends worked, she will not receive the weekend premium.
- Effective April 1, 2009, an employee shall be paid a weekend premium of two dollars and ten cents (\$2.10) per hour for all hours worked between 2300 hours Friday and 2300 hours Sunday. If an employee is receiving premium pay under Article 16.04 with respect to consecutive weekends worked, she will not receive the weekend premium.
- (c) It is agreed that shift and weekend premium are not to be included in the calculation of overtime and holiday pay premium rates.
- 17.10 A nurse who works a second consecutive tour shall be entitled to a half (1/2) hour paid meal period and a meal will be provided.
- 17.11 Short Notice Call-In
- Where a nurse is called in to work less than one (1) hour prior to the commencement of the shift or after the shift has commenced, and arrives not more than one (1) hour following the commencement of such shift, she will receive pay at the appropriate rate for the complete shift.

17.12 The nurse will be paid the same hourly rate in effect for the shift, for all hours worked as a result of changeover to daylight saving from standard time or vice versa.

17.13 A part-time nurse scheduled to work, then informed that she is not required for duty, will receive four (4) hours' pay at her basic straight time rate, if informed less than twenty-four (24) hours from the starting time of the scheduled tour.

17.14 Standby – Duty to be available for call-in

A nurse who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of standby scheduled by the Home. Where such standby duty falls on a paid holiday the nurse shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour. Standby pay shall, however, cease where the nurse is called in to work.

#### **ARTICLE 18 - HEALTH PROGRAMME**

18.01 Where a medical examination is required to comply with a statute, a nurse may choose her personal physician.

Any immunization injections required by the Employer will be provided.

18.02 (a) The Employer will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.

(b) If an employee becomes disabled including WSIB, with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.

(c) When it has been medically determined that an employee is unable to return to the full duties of her position due to an illness or disability and requires modified/light/alternate work, the Employer will notify and meet with representatives of the Union and the employee to discuss the circumstances surrounding the employee's return to suitable work. Any agreement resulting from these discussions which conflicts with the Collective Agreement shall, subject to agreement by the Union, prevail over any provisions of the Agreement.

(d) The Employer agrees to provide the employee with a copy of the Workplace and Safety Insurance Board Form 7 at the same time as it is sent to the Board.

(e) Positions established under this Article will not constitute new classifications and shall lapse upon return to regular duties, termination, resignation or retirement of the employee in question.

18.03 Upon recommendation of the Medical Officer 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 medication are not covered by some other sources, the Employer will pay the cost for such medication. Where possible, the influenza vaccine will be offered to employees at the Home free of charge.

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 Medical Officer of Health or the Employer to return to the work environment. The only exception to this would be employees for whom taking the medication result in the employee being physically ill to the extent that she cannot attend work. Upon written direction from the employees physician of such medical condition in consultation with the Employer's physician, (if requested), the employee will be permitted to access their sick leave entitlement 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 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 19 – MISCELLANEOUS**

- 19.01 The Employer shall provide a bulletin board for the sole use of the Union.
- 19.02 A copy of this Agreement in a mutually agreed form will be issued to each nurse now employed and as employed. The cost of printing this Agreement shall be equally shared between the Union and the Employer.
- 19.03 Paycheques are to be issued on a regular day of the week, with an itemized statement of all deductions and premiums in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date.
- 19.04 Prior to affecting any changes in the Employer's policies or rules, which would affect nurses covered by this Agreement, the Employer shall first discuss such proposed changes with the Union. For the purposes of application of this Article, "changes in the Employer's policies and rules", applies to the method, type or quantity of work.
- 19.05 Each nurse shall keep the Employer informed of change to relevant employment information.
- 19.06 Where a nurse has made an earnest effort to reach the Home or when there are local road closures, she shall have the option of using a vacation day, accumulated overtime, a lieu day, or a no pay day. The nurse will notify the Home as soon as possible of such inability to attend.

19.07 Special Circumstances Scheduling

The Employer and the Union agree that the intention of creating this type of schedule is primarily to assist Registered Nurses with identified special circumstances by reducing the full-time hours. The following conditions will apply:

- (a) The positions will be granted on the approval of the DOC in conjunction with Human Resources and the Union (including the Labour Relations Officer). Nurses are to apply individually, in writing, to their DOC and send a copy to the Union. An individual agreement between all the parties will be reached prior to implementation.
- (b) The Union and the County agree that the additional hours of work created by these positions will be applied to the part time hours of the unit.
- (c) In the event that the Registered Nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately.
- (d) It is agreed that Registered Nurses in these positions are not entitled to declare their availability for extra available work.
- (e) Each individual agreement will identify the term and the evaluation process.

19.08 Whistle Blower Protection

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

**ARTICLE 20 - HEALTH AND WELFARE**

20.01 The Employer shall pay the cost of premiums of the following benefits for all full-time nurses which shall be subject to the terms and conditions of the governing master insurance policies in the percentages indicated:

- (a) One hundred percent (100%) of the present hospital and life insurance benefits including A.D.&D., in force in the County of Huron, or equivalent.
- (b) One hundred percent (100%) of the Major Medical Insurance Plan in force in the County of Huron, or equivalent.
- (c) One hundred percent (100%) of the Blue Cross Basic Optical Plan in force in the County of Huron, or equivalent. Plan to include generic drug substitution, unless prescribed otherwise by physician.
- (d) Seventy-five percent (75%) of the Preventative Basic Dental Care Plan in force in the County of Huron, or equivalent. Plan to include nine (9) month dental recall.

- 20.02 The Employer agrees to continue to provide pension benefits in accordance with the OMERS and the Canada Pension Plan.
- 20.03 The Employer agrees to move to the current ODA Fee Guide by November 25, 2009.
- 20.04 The Employer shall provide the nurses with an Employee Assistance Plan Program by November 25, 2009.
- 20.05 The Employer agrees to pay a full time employee vision care coverage up to three hundred dollars (\$300.00) per person each twenty-four (24) months by November 25, 2009.
- 20.06 The Employer shall continue to pay its share of premiums for benefit plans for nurses who are on paid leave of absence, Workers' Compensation, STD/LTD, Parental/Pregnancy Leave, or at any time when salary is received.
- 20.07 During any unpaid leave of absence or layoff the Employer shall continue to pay its share of premiums for benefit plans for the period of one (1) month. For any period of time in excess of one (1) month the nurse may make arrangements to prepay such benefits through the Employer.
- 20.08 The Employer shall provide each nurse with information booklets outlining the current provisions in the benefit plan. Upon request, the Union shall be provided with current master policies for the benefits defined in Article 20.
- 20.09 The Employer may substitute another carrier for any of the insured plans referred to herein or make changes to the benefit package provided that the pool of benefits will be equivalent to plans presently in effect. Any benefit improvements within the changes to the pool of benefits and as approved by Council during the term of this Collective Agreement will be applied to the members of the bargaining unit. Employer will advise the Union of any change in carrier or underwriter, in the pool of benefits at least sixty (60) days prior to implementing a change in carrier.
- 20.10 Nurses, who are between 55 and 65 years of age with a minimum of 25 years of service with the Home shall be allowed to take early retirement. The cost of basic OHIP, health care, semi-private hospital coverage and \$5,000 of Group Life Insurance will be cost shared seventy-five percent (75%) by the Home and twenty-five percent (25%) by the nurse. Nurses shall be required to pay to the Treasurer, County of Huron, their share of the fringe benefit costs monthly in advance.

## **ARTICLE 21 - PROFESSIONAL RESPONSIBILITY**

- 21.01 In the event that the Employer assigns a number of residents or a workload to an individual nurse or group of nurses, such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper resident care, she or they shall:
- (a) i) Complain in writing to the Director of Care within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Union-Management Committee shall convene a meeting of the

Committee within fifteen (15) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

- ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one (1) chosen by the Union, one (1) chosen by the Employer and one (1) chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
- iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment, and shall be empowered to investigate as is necessary, and make whatever findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.

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

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

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

## **ARTICLE 22 - ORIENTATION AND INSERVICE**

22.01 Available inservice programmes will be publicized and the Employer will endeavour to provide nurses with opportunities to attend such programmes during their regularly scheduled working hours. These programmes will be reviewed from time to time by members of the Union-Management Committee who may make recommendations for change.

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

- (a) The following principles are to be observed in the orientation of a newly hired nurse:
  - i) She is to be oriented to the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of the nurses in the Home.

- ii) A period of orientation shall be three (3) days on the day shift, and if the nurse is employed to work on another shift, she will also receive two (2) shifts of orientation on the shift she is to work.
- iii) She shall be an additional nurse to the usual staffing pattern.
- iv) The nurse or nurses involved in the orientation will confirm that it has been completed, and this will be noted on the newly hired nurse's personnel file, which will be reviewed with such nurse, and the nurse shall also be able to comment.

- 22.03 The Employer will endeavour to schedule any compulsory inservice or orientation programmes in a manner which will allow nurses to attend during working hours. Nurses required to attend such programmes outside their working hours shall be paid the appropriate premium rate of pay.
- 22.04 When required by a certifying body to update an employee's qualifications, except where this matter is covered by another provision of the Collective Agreement, the Employer shall grant leave of absence without pay which shall include the time required to write any examinations. There will not be more than one (1) nurse on such leave at any given time.

### **ARTICLE 23 – COMPENSATION**

- 23.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix "A" attached to and forming part of this Agreement.
- 23.02 Changes in salary, as a result of promotion, demotion, or successful attainment of a grid level increase, shall be effective on the date of such occurrence.
- 23.03 Upon hire a nurse shall receive one (1) annual increment for each year of recent related experience to the maximum on the salary grid (calculated pursuant to the formula set out in Article 10.08) up to the maximum of the salary grid. If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time related nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer.
- 23.04 Annual increments shall be paid on each full-time nurse's anniversary date of employment, and after each fifteen hundred (1500) hours worked, in the case of part-time nurses. The Employer has the right to issue annual performance appraisals in accordance with Article 11.
- 23.05 In accordance with Article 10.08, nurses who change their status from full-time to part-time and vice-versa will maintain their same level on the salary grid and in addition, a nurse who is so transferred will receive full credit for service accumulated since date of last advancement.
- 23.06 A nurse who is designated to temporarily relieve the Director of Care, and who accepts such assignment, shall be paid ten dollars (\$10.00) for each shift so worked in addition to her regular rate of pay. A nurse who is designated to temporarily

relieve the Charge Nurse, and who accepts such assignment, shall be paid seven dollars and fifty cents (\$7.50) for each shift so worked in addition to her regular rate of pay. In the absence of the Director of Care and Charge Nurse, a nurse in charge shall be designated. A nurse in charge shall receive five dollars (\$5.00) per shift in addition to her regular salary and applicable premium allowance.

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

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

- 23.08 A graduate nurse shall be paid \$50.00 per month less than the registered nurse classification.

#### **ARTICLE 24 – RETROACTIVITY**

- 24.01 All nurses in the bargaining unit, as of April 1, 2008, and all nurses hired subsequent to that date, are entitled to retroactivity in accordance with Appendix A. All other items, unless otherwise specified, are effective September 29, 2009. The Employer will notify nurses who have left its employ prior to the date hereof, at the last address recorded with the Employer, that the Collective Agreement has been settled and that retroactivity is due to them, and will provide the Union with a copy of the notices sent.

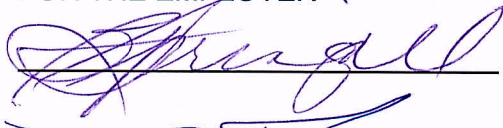
#### **ARTICLE 25 – DURATION**

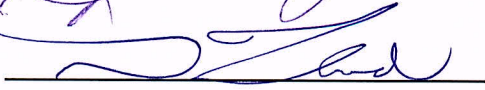
- 25.01 This Agreement shall continue to operate until March 31, 2010 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

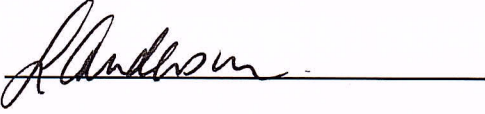
Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

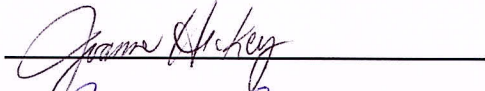
Dated at London, Ontario, this 18<sup>th</sup> day of November, 2009.

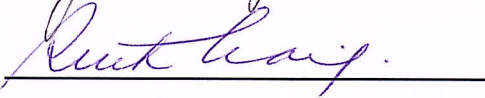
FOR THE EMPLOYER

  
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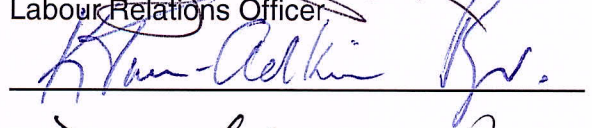
  
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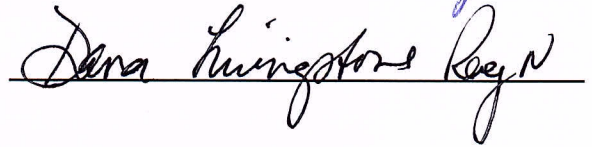
  
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FOR THE UNION

  
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Labour Relations Officer

  
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**APPENDIX 'A'**

Registered Nurses shall be compensated for their service in accordance with the following salary schedule:

A employee currently being paid at a rate higher than the applicable rate in this Collective Agreement shall continue to receive her current rate of pay so long as it exceeds the applicable.

**Wages****Registered Nurses**

<b>STEP</b>	<b>Effective April 1, 2008</b>	<b>Effective April 1, 2009</b>
Start	27.67	28.50
Level 1	28.08	28.92
Level 2	28.55	29.41
Level 3	29.95	30.85
Level 4	31.37	32.31
Level 5	33.14	34.13
Level 6	34.91	35.96
Level 7	36.71	37.81
Level 8	39.31	40.49
25 Years	40.00	41.20

**Charge Nurses**

<b>STEP</b>	<b>Effective April 1, 2008</b>	<b>Effective April 1, 2009</b>
Start	29.17	30.00
Level 1	29.58	30.42
Level 2	30.05	30.91
Level 3	31.45	32.35
Level 4	32.87	33.81
Level 5	34.64	35.63
Level 6	36.41	37.46
Level 7	38.21	39.31
Level 8	40.81	41.99
25 Years	41.50	42.70

The wage rate increases effective September 1, 2006 are conditional upon the Association warranting that it will not seek an additional wage increase in respect of the period September 1, 2006 to August 31, 2007.

NOTE 1: The above adjustments resolve the issue of Pay Equity and maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance

without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

NOTE 2: The differential between the Registered Nurse and Charge Nurse classification shall be one dollar and fifty cents (\$1.50) per hour.

NOTE 3: The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%

The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

**APPENDIX 'B'**

**CHAIRPERSONS - NURSING ASSESSMENT COMMITTEE**

**NURSING HOMES AND HOMES FOR THE AGED**

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

Ms. Anne-Maria Ollikainen  
Simcoe Terrace Retirement Centre  
44 Donald Street  
BARRIE ON L4N 1E3  
Telephone: 705-722-5750  
705-737-5319

Ms. Anitta Robertson  
Registered Nurses Association of Ontario  
438 University Avenue, Suite 1600  
TORONTO ON M5G 2K8  
Telephone: 416-599-1925, ext. 216

Ms. Joan Edwards  
40 Prince Albert Street  
OTTAWA ON K1K 2A4  
Telephone: 613-742-7437

**"SCHEDULE A"**

COUNTY OF HURON

BY-LAW NO. 20, 1986

A BY-LAW TO AMEND THE SICK LEAVE PLAN AND LONG TERM SALARY CONTINUANCE PLAN.

WHEREAS the Council of the Municipal Corporation of the County of Huron deems it advisable to amend certain provisions of the Sick Leave Plan and Long Term Salary Continuance Plan for County employees;

THEREFORE under authority of The Municipal Act, R.S.O. 1980, Chapter 302, Section 208, Subsection 47, the Council of the Corporation of the County of Huron enacts as follows:

1. The attached Schedule A is hereby established as the County of Huron Sick Leave Plan and Long Term Salary Continuance Plan effective March 1, 1985, and forms part of this by-law.
2. By-law No. 33, 1976 is hereby rescinded.

Read a first time February 6, 1986  
 Read a second time February 6, 1986  
 Read a third time February 6, 1986

BILL G. HANLY, Clerk

LEONA ARMSTRONG, WARDEN

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
WARDEN

## COUNTY OF HURON

## BY-LAW NO. 20, 1986

**SCHEDULE A**SECTION A - Short Term Sick Leave Plan

1. Every full-time employee who has completed the necessary probationary period (65 working days) shall be entitled to one week of sick leave at 100 per cent of current salary and seventeen weeks as follows:
  - (a) Full-time to 20 years - 66 2/3%  
Over 20 years - 75%
  - (b) Employees who obtain a further period of service even though on sick leave shall be compensated at the increased level according to the above schedule.
  - (c) Any general salary or wage adjustments occurring during the first seventeen weeks will be granted to the employee.
2. All calculations of sick leave shall be from date of completing probationary period or anniversary date depending on department policy.
3. An additional week at 100 per cent is granted for each year's service with a maximum for any one illness of thirteen weeks at 100 per cent of salary, with balance as per Clause 1 up to a total of seventeen weeks or to age sixty-five whichever comes first or to an earlier retirement date if mutually agreed upon.
4. For hourly rated employees a week's earnings shall be calculated on the basis of a normal work week for the department concerned.
5. For salaried employees, a week's earnings shall be calculated on the basis of the bi-weekly payroll.
6. There will be no further accumulation of sick leave credits after December 31, 1971 but any credits that have been accumulated under provisions of the previous plan may be used in the following manner:
  - (a) To supplement the seventeen weeks' sick leave benefit up to 100 per cent of earnings at time of illness or disability calculated on current earnings at time of withdrawing credits;
  - (b) On termination, employees who have completed five years' service will be entitled to a cash settlement calculated on the basis of salary paid on December 31, 1971 and in accordance with the previous plan By-law Nos. 23, 1960; 47, 1960 and 47, 1970.

7. Unrelated sickness or accident will be treated as a new disability with benefits payable in accordance to the Plan subject to medical certificate and, if necessary, review by the Medical Officer of Health.
8. All employee benefits shall be continuous and deducted in the usual manner so that employees will retain benefits including pension provision. These benefits shall include regular vacations but not statutory holidays. If a statutory holiday falls within the period of sick leave, the employee shall be paid at the percentage rate to which he is entitled.
9. When an employee has been granted leave of absence without pay for any reason, the Plan and benefits shall not apply during the period of leave of absence, except as provided under the Ontario Employment Standards Act.
10. In the event an employee has holiday credits which cannot be used up prior to the year end as per County policy, the employee will be required to revert to holiday status and return to sick leave Plan on the completion of the term of holidays. The employee upon returning to sick leave plan will be paid at the same rate as immediately prior to reverting to the holiday status.
11. In the event of retirement either at age sixty-five or as mutually agreed upon, all vacation must be taken prior to the age sixty-five or retirement date.
12. Employees receiving a flat rate, monthly car allowance will be paid during term of sick leave up to the maximum of thirteen weeks on the same percentage basis as salary.
13. The Employer shall be entitled to necessary proof of illness and has the authority to request a medical examination by a physician designated by the Employer. Normal procedure will be to submit a medical certificate after three days of illness and if illness lasts beyond this point, other such proof as the Employer deems necessary.
14. No sick leave can be taken by an employee while on his/her scheduled vacation.
15. All full-time employees are eligible, except in the event of:
  - (a) Suicide, self-destruction or any attempt thereat,
  - (b) Declared or undeclared act of war,
  - (c) Service in the armed forces of any country,
16. Benefits under this Plan will not be payable if the claim is covered by Workers` Compensation.
17. Employees will be required to obtain permission of their Department Head before using any of the credits accumulated under the original Plan. The only purpose of this clause is to have proper control over the number of credits available to each employee.
18. Records will be kept of all credits available, under this plan. Each employee will be notified as soon as possible after December 31st each year.

19. Under this Sick Leave Plan, Section A, an employee shall not receive from all sources, excluding private insurance plans, benefits in excess of 100% of earnings at the time of sickness or disability.
20. An employee does not have to be confined to the house or hospital to collect benefits.
21. The percentage of pay or entitlement to which an employee was, or would be, entitled to under any former plan shall not be reduced.
22. The County will assume the full cost of the Short Term Sick Leave Plan.

#### SECTION B - Long Term Salary Continuance Plan

23. This Plan (Section B) will provide an income of 66 2/3% of the then current salary or wages for the job classification and increment level in which the employee was at the time of commencement of illness or accident; integrated with the Canada Pension Plan disability benefits (70% for those employees with over 20 years service).
24. Benefits begin on the eighteenth (18th) week after disability commences, and are payable to age 65 or recovery, whichever occurs first. Credits earned under the former plan may be used in the same manner as outlined in Section A, Clause 6, subject to the total earnings not exceeding the overall limits set out in the insuring carrier's master policy.
25. All vacation must be taken prior to retirement at age 65, or as mutually agreed upon.
26. There will be no vacation credits, vacation pay or statutory holiday pay during the Long-Term disability portion of this plan.
27. Where provided under the terms of the insurance contract, all employee benefits remain in force, with the exception of those benefits outlined in Section 26.
28. No consideration will be given under this portion of the Plan for car allowance. This benefit shall automatically terminate, based on Section A, Clause 12.
29. An employee must not engage in any other occupation or employment for wage or profit without the specific permission of the Employer and the insuring carrier.
30. An employee must be under the regular care and attention of a legally qualified physician or surgeon and the Employer and the insuring carrier have the right to require any additional medical evidence; and have the right to request a medical examination by their designated physician or surgeon.
31. The foregoing Long-Term Salary Continuance Plan is provided subject to the prevailing contract conditions and limitations of the insurance policies in effect at the time of disability.

32. The County will assume the full cost of the premiums of the Long-Term Salary Continuance Plan.

This is a consolidation of By-Law No. 20, 1986 as amended by By-Law No. 25, 1996.

If this office consolidation is being used for any purposes other than information, please check the original By-Laws.

**LETTER OF UNDERSTANDING**

Between:

**THE CORPORATION OF THE COUNTY OF HURON**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Staffing

This Letter and the obligations contained therein will expire with the expiry of the 2004-2006 Collective Agreement between the parties.

The Union Management Committee will discuss the necessity, if any, of using benchmarks derived from the "Report of a Study to Review Levels of Service and Responses to Need in a Sample of Ontario Long Term Care Facilities and Selected Comparators" in establishing staffing levels at each of the Homes.

The Employer shall schedule at least the following number of hours each pay period:

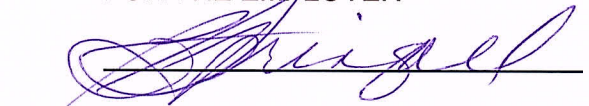
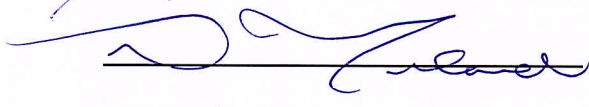
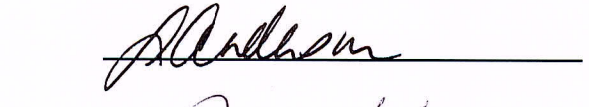
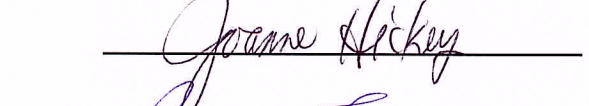

- 1. Huronlea -315 hours bargaining unit RNs
- 2. Huronview -420 hours bargaining unit RNS

Where an employee is unable for any reason to be present for a scheduled tour, the Employer agrees to make reasonable efforts to secure a replacement.


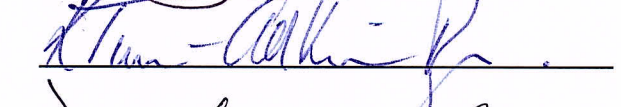
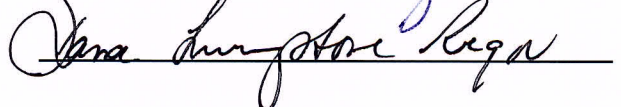
In the event the Employer considers a reduction in the number of hours worked for RPNs and/or HCAs, the issue will be discussed at a meeting of the Union Management Committee prior to implementation.

Dated at London, Ontario, this 18<sup>th</sup> day of November, 2009.

FOR THE EMPLOYER

FOR THE UNION

  
 Labour Relations Officer  
  
  
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