

COLLECTIVE AGREEMENT

Between:

THE CORPORATION OF HALDIMAND COUNTY  
(Grandview Lodge)

(hereinafter called the "Employer")

And:

ONTARIO NURSES' ASSOCIATION

(hereinafter called the "Union")

Expiry Date: March 31, 2011

## TABLE OF CONTENTS

ARTICLE 1 - PURPOSE .....	1
ARTICLE 2 - RECOGNITION .....	1
ARTICLE 3 - DEFINITIONS.....	1
ARTICLE 4 - RELATIONSHIP .....	2
ARTICLE 5 - MANAGEMENT RIGHTS.....	3
ARTICLE 6 - NO STRIKE, NO LOCKOUT.....	4
ARTICLE 7 - ASSOCIATION SECURITY .....	4
ARTICLE 8 - COMMITTEES .....	4
ARTICLE 9 - PROFESSIONAL RESPONSIBILITY .....	7
ARTICLE 10 - COMPLAINTS AND GRIEVANCES .....	8
ARTICLE 11 - ARBITRATION.....	11
ARTICLE 12 – PROBATIONARY PERIOD.....	12
ARTICLE 13 - SENIORITY .....	13
ARTICLE 14 - LAYOFFS, RECALLS, PROMOTIONS, DEMOTIONS AND TRANSFERS .....	15
ARTICLE 15 - LEAVES OF ABSENCE.....	18
ARTICLE 16 - PAYMENT FOR CERTIFICATES .....	24
ARTICLE 17 - HOURS OF WORK AND SCHEDULING.....	24
ARTICLE 18 - RECOGNIZED HOLIDAYS .....	25
ARTICLE 19 - VACATIONS (FULL-TIME NURSES).....	27
ARTICLE 20 – VACATION PAY (PART-TIME NURSES).....	28
ARTICLE 21 - SALARIES.....	29

ARTICLE 22 - SICK LEAVE .....	29
ARTICLE 23 - ACCOMMODATION OF DISABLED WORKERS .....	31
ARTICLE 24 – HEALTH INSURANCE PROGRAM (FULL-TIME NURSES ONLY) .....	32
ARTICLE 25 - PREMIUMS .....	34
ARTICLE 26 - GENERAL .....	35
ARTICLE 27 - DURATION.....	36
SCHEDULE "A" - SALARY SCHEDULE .....	38
PART-TIME REGISTERED NURSES .....	38
SCHEDULE "B" .....	40
List of Professional Assessment Committee Chairs .....	40
LETTER OF UNDERSTANDING.....	41
RE: Accident Prevention.....	41
LETTER OF UNDERSTANDING.....	42
Re: Part-time Nurse Self Scheduling.....	42
LETTER OF UNDERSTANDING.....	43
RE: Time off Entitlement Records .....	43
LETTER OF UNDERSTANDING.....	44
RE: Time-Off In Lieu Of Overtime Pay.....	44
LETTER OF UNDERSTANDING.....	45
Re: Vacation Scheduling .....	45
LETTER OF UNDERSTANDING.....	47
Re: Meal Period Interruptions .....	47
LETTER OF UNDERSTANDING.....	48
RE: Whistleblower Protection .....	48

## **ARTICLE 1 - PURPOSE**

- 1.1 The purpose of this Agreement is to set out the matters which have been agreed to between the Parties covering wages, hours of work and other conditions of employment of the Nurses covered by this Agreement, and to set out an orderly procedure for the resolution of disputes which may arise during the term of this Agreement.
- 1.2 It is recognized that the Nurses wish to work together with the Employer to secure the best possible nursing care and health protection for the residents at Grandview Lodge. Appropriate committees have been created to work towards this objective.
- 1.3 The employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

## **ARTICLE 2 - RECOGNITION**

- 2.1 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent of all Registered Nurses and temporary class nurses holding a temporary certificate of registration employed in a nursing capacity by The Corporation of Haldimand County at Grandview Lodge, Dunnville, Ontario, save and except the Associate Director of Nursing, persons above the rank of Associate Director of Nursing, and non-nursing department heads.
- 2.2 Definition of Full-Time Registered Nurse  
Full-time Registered Nurses are those who are regularly scheduled for more than twenty-four (24) hours per week.
- 2.3 Definition of Part-Time Registered Nurses  
Part-time registered Nurses are those who are regularly scheduled for not more than twenty-four (24) hours per week.

## **ARTICLE 3 - DEFINITIONS**

- 3.1 A registered Nurse is a Nurse who holds certification with the College of Nurses of Ontario in accordance with the Health Disciplines Act (as amended).
- 3.2 A temporary class Nurse is defined as a Nurse holding a temporary certificate of registration who is a graduate of a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed at the earliest opportunity following date of hire. Where a Nurse fails to complete such certification requirements, she will be terminated from the employ of the Home. The Nurse shall not be terminated before twenty-four (24) months in the event she fails the examination and has another opportunity to write it.
- 3.3 A temporary class Nurse in the employ of the Home, upon presenting proof of current certification by the College of Nurses of Ontario shall be given the salary of

the Registered Staff Nurse as provided in Schedule "A" retroactive to the date of successfully passing the certification examination or to the date of last hire whichever is later.

#### **ARTICLE 4 - RELATIONSHIP**

4.1 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.

4.2 It is agreed that there will be no discrimination by either Party or by any of the Nurses covered by this Agreement on the basis of race, creed, colour, national origin, sex, marital status, age, religious affiliation or any other factor which is not pertinent to the employment relationship.

#### 4.3 Accommodation Of Disabled Workers

The following shall apply for compensable and non-compensable injuries and/or disabilities:

- (a) The Employer agrees to abide by the Workers' Safety & Insurance Board and the Human Rights Code of Ontario including the re-instatement provisions.
- (b)
  - i) The Employer agrees to supply to the employee a copy of the Workers' Safety & Insurance Board's Form 7. The employee shall be given an opportunity to meet with the Employer to discuss and amend, if necessary, any errors or omissions found on the Form 7.
  - ii) The Employer agrees to notify the Union of the names of all Nurses off due to work related injury (whether or not the Nurses are in receipt of Workers' Safety & Insurance) each month.
- (c) The Employer and the Union recognize that from time to time individual workers may have special needs that require special modification of work and/or physical accommodation within the workplace. The Employer and the Union will thereby endeavour to find co-operative solutions to workplace and/or contractual barriers to workers with special needs.
- (d) The Parties agree to establish a Re-instatement Committee comprised of representatives of the Union and the Employer to review the needs of injured/disabled workers seeking accommodation within the modification of work, and the Collective Agreement and to recommend to the Employer methods for overcoming physical/contractual barriers to the re-instatement of workers. The Employer and the Union agree that all jobs listed in Schedule "A" of the Collective Agreement or any subsequent jobs that may be subsequently added to that list, may, with the recommendation of the Committee, and with the agreement of both Parties, be offered directly to qualified employees who are unable to return to their regular jobs due to permanent injury/disability.

The parties recognize and accept their joint duty to accommodate employees in accordance with the provisions of the Ontario Human Rights Code and the Workers' Safety and Insurance Act.

- (e) The Employer shall advise the Union when it receives notice from Workers' Safety & Insurance Board of a workers' ability to return to either regular duties, comparable work or suitable work, the Union will be advised of Haldimand County Job Postings and will keep workers, with Section 54 rights, informed of such postings.

4.4 The Parties recognize their duties under the Human Rights Code of Ontario and agree to interpret this Collective Agreement to reflect such.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

### 5.1 General List of Rights

The Union acknowledges that the Employer has the exclusive right to manage its affairs and operations and, without limiting the generality of the foregoing, the right to:

- (a) maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the Nurses;
- (b) hire, retire, classify, direct, transfer, promote, demote, assign Nurses to tasks, lay-off, discipline, suspend or discharge Nurses, providing only that a claim of unfair transfer, demotion, discipline or suspension or a claim that a Nurse has been discharged or retired without a reasonable cause, may be subject of a grievance to be dealt with as herein provided;
- (c) generally, to manage the affairs in which it is engaged and without restricting the generality of the foregoing, to retain all residual rights of management, to determine the number of locations in which it operates, the methods of operation, the services to be performed, the schedules of work, the kinds and locations of equipment to be used, and the right to introduce new methods of work or processing work;
- (d) the Employer agrees that it will exercise its right in fair and reasonable manner in accordance with the terms and conditions of this Agreement.

### 5.2 Rules and Regulation

The Employer has the right to make rules and regulations that are reasonable provided they are not inconsistent with this Agreement. Should the Employer alter rules and regulations to be observed by the Nurses, it shall advise the Union, in writing, prior to such rules and regulations taking effect, so that the Union may make representation.

5.3 The Employer has the right to operate the Home in a manner consistent with the obligation of the Home to the general public in the community served.

## **ARTICLE 6 - NO STRIKE, NO LOCKOUT**

- 6.1 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act, as amended.

## **ARTICLE 7 - ASSOCIATION SECURITY**

- 7.1 The Employer will deduct from each Nurse covered by this Agreement, provided the Nurse worked that month, an amount equal to the regular monthly Union dues designated by the Union.
- 7.2 Such dues shall be deducted monthly and in the case of newly employed Nurses, such deductions shall commence in the month following their date of hire.
- 7.3 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 specific.
- 7.4 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims of liabilities arising or resulting from the operation of this Article.
- 7.5 The amounts so deducted shall be remitted monthly to the Vice President, Finance of the Union. In remitting such dues, the Employer shall provide a list of Nurses from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their social insurance numbers.
- 7.6 The Employer agrees that an officer of the Union or Nurse representative shall be allowed a fifteen (15) minute period during regular working hours to interview newly hired Nurses during their probationary period. During such interview, membership forms may be provided to the Nurse. These interviews shall be scheduled in advance.
- 7.7 The Employer will provide each Nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.

## **ARTICLE 8 - COMMITTEES**

### 8.1 Negotiating Committee

The Employer agrees to recognize a negotiating committee comprised of two (2) Nurses for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the negotiating committee for time spent in negotiations with the Employer up to but not including Arbitration.

### 8.2 Grievance Committee

The Employer will recognize a grievance committee of no more than two (2) Nurses from the Home covered by this Agreement for the purpose of dealing with grievances

as set out in Article 10 - Complaints and Grievances.

### 8.3 Authority for Time Off

It is agreed that Nurse representatives and members of the grievance committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from the Director of Nursing, or designate. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a Nurse representative or a member of the grievance committee is required to enter a nursing unit within the Home in which she is not ordinarily employed she shall, immediately upon entering such nursing unit, report her presence to the Supervisor or Nurse in charge, as the case may be. When resuming their regular duties and responsibilities such representatives shall again report to the Director of Nursing, or designate. The Employer agrees to pay for all time spent during their regular hours by such representatives hereunder.

### 8.4 Union Staff Representative

A Union Staff Representative may be present with the Union Committee at any meeting between the Employer and any Union Committee.

### 8.5 Union Representative Request in Work Hours

A Union Representative, upon prior request to the Administrator, Grandview Lodge, or designate, may be granted permission prior to speaking with a member of any Union Committee for a reasonable time provided such request does not seriously hamper the administration of the Nursing Program. Such permission shall not be withheld unreasonably.

### 8.6 Notification and Recognition of Committee Members

The Union will provide the Employer with a current list of Union Officers and Committee Members. The Employer will not be required to recognize such Union Officials until it has been advised of such appointment.

### 8.7 Payment of Lost Wages

The Employer will pay committee members their respective salaries for all time spent in meetings with the Employer excluding Arbitration hearings.

### 8.8 Labour-Management Committee

- (a) There shall be a Labour-Management Committee comprised of representatives of the Home, one (1) of whom shall be the Director of Nursing or her designate and of the Union, one (1) of whom shall be the Bargaining Unit President or her designate and one (1) other Nurse from the Local. The membership of the Committee may be expanded by mutual Agreement.
- (b) The Committee shall meet 5 times per year unless otherwise agreed. The duties of chairperson shall alternate between the Parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the

contrary. Copies of the record shall be provided to Committee members.

- (c) The purpose of the Committee includes:
- i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of nursing care;
  - ii) dealing with complaints referred to it in accordance with the provisions of Article 9 - Professional Responsibility;
  - iii) discussing and reviewing matters relating to orientation and in-service programmes.
- (d) The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.

The Employer will endeavour to schedule Labour/Management Meetings when the majority of the local Union Executive are scheduled to work.

#### 8.9 Accident Prevention - Health & Safety Committee

- (a) The Parties agree to abide by the Occupational health and Safety Act and regulations, as amended, made under the Occupational Health and Safety Act for health care and residential facilities.
- (b) The Employer and the Union recognize that only through collective efforts and co-operation can an effective Health and Safety program be realized. Such program will recognize the Nurses right to standards of health and safety in the workplace.
- (c) It is the responsibility of the Employer to ensure processes are in place which will enable free and open exchanges of ideas and information on Health and Safety.
- (d) It is agreed that a Health and Safety Committee, composed of at least fifty percent (50%) labour representation with a minimum of one (1) selected or appointed by the bargaining unit, shall be the primary vehicle through which Health and Safety issues in the workplace are dealt with. The Parties agree that the Occupational Health and Safety Act, as amended, will be deemed a part of this Agreement and the Health and Safety Committee will be respected and supported by both Parties.
- (e) Meetings of the Joint Health and Safety Committee shall be held on a regular basis.
- (f) Minutes shall be taken of all meetings and copied will be sent to the Employer and the Union Health and Safety Representative.
- (g) The Parties agree that the Committee shall have specific operational guidelines, the contents of which must be approved by both Parties to this Agreement.
- (h) The Committee shall have access to documented incidents and workplace accidents including injury. The committee shall have the opportunity to

investigate and report on said circumstances as per the operational guidelines.

- (i) Time spent in Committee activities shall be paid at the applicable hourly rate in accordance with legislation, as amended.
- (j) The Committee shall identify potential dangers and hazards, suggest means of improving Health and Safety Programs and recommend actions to be taken to improve conditions related to health and safety. The Employer will respond in writing within the time limitations as outlined in the legislation, to any formal recommendation of the Joint Health and Safety committee.
- (k) Legislative requirements regarding protective clothing and/or other devices will be adhered to by the Employer.

## **ARTICLE 9 - PROFESSIONAL RESPONSIBILITY**

9.1 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 or that she or they are being asked to work in a manner that is inconsistent with proper resident care, she or they shall:

- (a)
  - i) Complain in writing to the Labour-Management Committee within thirty (30) calendar days of the alleged improper assignment. The Chairperson of the Labour-Management Committee shall convene a meeting of the Labour-Management Committee within ten (10) working days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both Parties.
  - ii) Any settlement of the complaint shall be binding upon both Parties.
  - iii) Failing resolution of the complaint within fifteen (15) working days of the meeting of the Labour-Management Committee the complaint shall be forwarded to an Independent Assessment Committee composed of three (3) registered Nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Employer, and one (1) chosen from a panel of independent registered Nurses who are well respected within the profession and who shall act as Chairperson.
  - iv) Within fourteen (14) working days of its appointment, the Assessment Committee shall set a date to conduct a hearing into the complaint and shall be empowered to investigate as is necessary and make what decisions it finds appropriate in the circumstances. The Assessment Committee shall report its decisions in writing to the Parties within thirty (30) working days following completion of its hearing. The decisions of the Assessment Committee shall be final and binding upon the Parties.
- (b)
  - i) The List of Chairpersons-Assessment Committee is attached to and forms part of this Agreement (Schedule "B"). The name to be provided will be the first name on the List of Chairpersons who has

not been previously assigned. When the last name on the list has been reached, the first name on the list will be the next approached, and so on in rotation. Should the Chairperson who is scheduled to serve, decline when requested, the next person on the list will be approached to act as Chairperson.

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

## 9.2 Orientation and In-Service Programme

The Employer recognizes the need for an Orientation Programme of such duration as it may deem appropriate and In-service Programs taking into consideration the needs of the Home and the Nurses involved.

- 9.3 Before assigning a newly hired Nurse in charge of a nursing unit, the Employer will first provide orientation both to the Home and to such nursing unit. It is understood that such Nurse may be assigned to any tour as part of her orientation programme providing such assignment is in accordance with any scheduling regulations contained in this Agreement.

- 9.4 Nurses recalled from layoff under Article 14.5 and Nurses whose probationary period has been extended under Article 12 and Nurses who transfer on a permanent basis may be provided any orientation determined necessary by the Home. A request by such a Nurse for orientation shall not be unreasonably denied.

- 9.5 Both the Employer and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Home. Available programmes will be publicized.

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

- 9.7 No Nurse will be assigned to any unit, ward or area without first being provided proper orientation to it.

## **ARTICLE 10 - COMPLAINTS AND GRIEVANCES**

### 10.1 Definition of a Grievance

For purposes of this Agreement, a grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

10.2 Importance of Speedy Adjustment

The Parties to this agreement believe that it is important to adjust complaints and grievances as quickly as possible.

10.3 Complaint Stage

A Nurse who has a complaint must bring that complaint to the attention of the Director of Nursing or designate within ten (10) working days of when the Nurse became or ought reasonably to have become aware of the occurrence which gave rise to the complaint. It is understood that no Nurse has a grievance until the Director of Nursing has been given an opportunity to adjust the complaint and verbally reply which shall be a maximum of five (5) working days from the presentation of the complaint. The Nurse may be accompanied by a Committee member.

10.4 Grievance Initiation

Subject to having completed the mandatory complaint stage set out in Article 10.3 and if the complaint remains unresolved, a Nurse, or the Union on her behalf may present a grievance, which shall contain the Article(s) allegedly violated including the pertinent details, in the following manner:

Step 1

The Nurse and/or the Union, on her behalf, shall present the written grievance to the Administrator, Grandview Lodge or designate, within ten (10) working days of the reply of the Director of Nursing as set out in 10.3 above. A meeting shall be convened at a mutually agreeable time between the grievor and or the Committee and the Administrator, Grandview Lodge, within ten (10) working days or such longer period as mutually agreed upon. The Administrator, Grandview Lodge, shall reply in writing within ten (10) working days of the meeting as set out herein.

Step 2

Within ten (10) working days of the receipt of the answer at Step 1 (or if no answer is received at Step 1, then within five (5) working days after the date upon which such answer ought to have been received), the Nurse and/or the Union on her behalf may refer the matter to the Chief Administrative Officer or designate. The Chief Administrative Officer or designate shall convene a meeting of the Parties at a mutually agreeable time to hear such grievance within five (5) working days after receipt of such notification, and shall deliver a written reply to the Union within five (5) working days after such meeting.

10.5 Decisions Final Unless Appealed

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.

10.6 Union grievances shall be on the Ontario Nurses' Association "Grievance Report".

#### 10.7 Reprimanded or Discharged Nurse

A Nurse who is to be reprimanded or discharged by the Director of Nursing or designate shall be given reasonable notice and shall be accompanied by an Union Committee member.

Where an Union Committee member is unavailable to accompany a Nurse to such meeting, the Union will ensure an alternate is provided within twenty-four (24) hours.

The written notice of suspension or discharge shall be given to the Nurse in the presence of the Union Committee member, provided, however, that if a Nurse is not at work and it is not possible to deliver notice of such suspension or discharge personally to such Nurse, such notice including the reasons for such suspension or discharge shall be sent to the Nurse by Registered Mail and a copy shall be sent to the Union Committee member.

#### 10.8 Discharged Nurse Sees Nurse Representative

Prior to leaving the Home, a discharged Nurse shall have the right to meet with a Nurse representative to a maximum of fifteen (15) minutes.

#### 10.9 Definition of a Working Day

Within the terms of this Agreement, a "working day" shall be defined as a day other than Saturday, Sunday, Recognized Holiday or scheduled day in lieu thereof.

#### 10.10 Failure to Reply

If no reply is received by the grievor at any step of the grievance procedure within the given time limits, the grievance may be referred to the next step.

#### 10.11 Policy Grievance

Within the terms of this Agreement, an Union or Employer Policy Grievance shall be defined as any difference between the Employer and the Union concerning the interpretation, application, administration or alleged violation of any of the provisions of this Agreement. Such grievance shall be submitted in writing to the Chief Administrative Officer or designate or the Committee Member of the Union who shall convene a meeting of the Parties within five (5) working days of receipt of the grievance or such other time as may be mutually agreed upon. The Chief Administrative Officer or designate shall reply in writing within ten (10) working days of the date of the meeting. Thereafter the grievance shall proceed in accordance with the provisions of the Collective Agreement.

#### 10.12 Strict Adherence to Procedure

The foregoing procedures shall be strictly adhered to by both Parties, provided that any of the time limits imposed herein may be extended by mutual and confirmed agreement.

#### 10.13 Group Grievances

In the event of a grievance common to a group of Nurses, the Union may file a group grievance on behalf of such a group commencing at Step 2 of the grievance

procedure provided one of the affected Nurses signs the grievance. The names of the other Nurses affected will also be listed.

10.14 Claim of Unjust Suspension or Discharge

A claim by a Nurse that such Nurse has been unjustly suspended or discharged shall be treated as a grievance and shall commence at Step 2 of the grievance procedure provided that the notice of appeal is delivered to the Chief Administrative Officer or designate within ten (10) working days of notice of the suspension or discharge.

The Chief Administrative Officer or designate shall have the authority to confirm the Employer's actions or respond by any manner which may be deemed just and equitable.

Thereafter, the grievance procedure shall proceed as prescribed above.

**ARTICLE 11 - ARBITRATION**

11.1 (a) Establishing a Board

Failing settlement of the grievance at Step 2, either of the Parties may notify the other Party by Registered Mail of its desire to proceed to Arbitration. Such notification shall be mailed within ten (10) working days from the date on which the reply of the Chief Administrative Officer or designate, was given at Step 2. The notice shall contain the name of the first Party's nominee to the Arbitration Board. The recipient of the notice shall, within ten (10) working days, inform the other Party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairman of the Arbitration Board.

(b) Failure to Nominate

If the recipient of the notice fails to appoint a nominee or if the two (2) nominees fail to agree upon a Chairperson within the time stipulated, the appointment shall be made by the Minister of Labour upon the request of either Party.

(c) Decision of the Board

The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the Parties and upon any Nurse affected by it. The decision of the majority of the Arbitration Board shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.

11.2 Non-Eligible Appointments

No person may be appointed to a Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance or who is an employee of either Party.

11.3 Expenses of the Board

Each Party shall bear the expense of its nominee and of its witnesses, and the expenses of the Chairperson shall be shared equally by both Parties.

11.4 Arbitration Decision Must be from this Agreement

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.

11.5 Grievor Confined to Grievance

The Nurse and/or the Union shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided in Article 10.4 and Step 1. No matter may be submitted to Arbitration which has not been properly processed through all previous steps of the grievance procedure.

11.6 Grievance and Grievance Arbitration Timeliness

Neither party shall raise or proceed with a timeliness issue argument regarding the processing of a grievance or filing for arbitration without first giving the other party written prior notice of its intent to do so.

Should either party serve such notice on the other party, the parties further agree that the final time frame in the Collective Agreement respecting the processing of grievances or filing for arbitration shall then be triggered.

Any board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the *Ontario Labour Relations Act* in so doing.

**ARTICLE 12 – PROBATIONARY PERIOD**

The probationary period for Nurses shall be sixty (60) tours or four hundred and eighty (480) hours worked. The Employer shall assess the Nurse's performance from time to time, and shall provide her with copies of any such assessment. The Nurse shall be given the opportunity to make a written response to the assessment. The Nurse may only be released after a fair and proper assessment based on reasonable standards of performance and suitability. So long as the Employer has reached its decision in a bona fide manner, the probationary Nurse shall have no right to grieve her discharge.

If the need for an extension to the probationary period arises, based on the written assessment of the Nurse's performance, it can be extended by mutual consent between the Employer, the probationary Nurse and the Union. Such extension may be up to one hundred and twenty (120) hours.

**ARTICLE 13 - SENIORITY**

## 13.1 Full-time Nurses

- a) Seniority recognized under the terms of this Agreement for full-time Nurses shall be counted as full-time active continuous service with the Employer in the bargaining unit from the date of last hire or spent on a leave of absence during which seniority is agreed to accumulate.
- b) All full-time Nurses in the ONA bargaining unit as of the date of the Letter of Understanding Re: Voluntary Recognition for Full-Time Registered Nurses dated August 20, 2008 shall retain all active continuous service with the Employer for all seniority and service purposes under this collective agreement.

## 13.2 Part-time Nurses

The Parties agree that each 1500 hours either worked, or spent on a leave of absence during which seniority is agreed to accumulate, shall be equivalent to one year full time service. Seniority shall be calculated back to the Nurses' date of last hire.

- 13.3 (a) Separate seniority lists shall be established for all Part-time and full-time Nurses covered by this Agreement who have completed their probationary period. A copy of these seniority lists will be filed with the Bargaining Unit President, or her designate, every six (6) months in the last pay periods of April and October. A copy of the seniority lists shall also be posted at the same time and a copy sent to the appropriate Labour Relations Officer. Seniority on such lists will be expressed in terms of total hours worked for part-time nurses and date of last hire for full-time nurses.

- (b) Seniority, as posted on the part-time and full-time seniority lists, will be deemed to be final and binding and not subject to complaint unless such complaint is made within sixty (60) calendar days from current date of posting. After the sixty (60) day period has passed, any actions taken by the Employer in reliance upon the seniority list may not be the subject of a grievance. However, corrections to the list may be made at any time.

- 13.4 (a) Nurses employed by this Employer transferring from other bargaining units into this bargaining unit shall be credited with full service for the purposes of vacation entitlement and percentage in lieu of benefits. For all other purposes except probation, they shall be treated as newly hired.

- (b) The Employer shall, before offering temporary vacancies to non-bargaining unit members, offer such temporary vacancies to members of this bargaining unit. In the absence of any willing applicant, the Employer may hire a Nurse from outside the bargaining unit.

A part-time Nurse who fills a temporary full-time vacancy remain classified as a part-time employee for all purposes related to the collective agreement.

13.5 Retention/Transfer of Service and Seniority

A nurse's full seniority and service shall be retained by the nurse in the event that the nurse 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 year of seniority or service for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer. For the purpose of job posting competitions only, full-time or part-time seniority, once converted to a date, shall not precede the nurse's date of hire.

13.6 Seniority Retained and Not Accumulated

Seniority for Nurses shall be retained but not accumulated in accordance with the Ontario Human Rights Code when a Nurse is absent from work under the following circumstances:

- (a) for a period of twenty-four (24) months when laid off due to a reduction in the nursing staff;
- (b) for a period of one (1) year when transferred to a non-bargaining unit position.
- (c) when a Nurse extends the initial pregnancy/parental leave under Article 15.2 (c).
- (d) for a period of two (2) years after the Nurse begins to receive Long Term Disability benefits provided that the combined total of sick leave, as identified in Article 13.7 (d) and Long Term Disability benefits does not exceed two years.

13.7 Seniority Retained and Accumulated

Seniority for Nurses shall be retained and accumulated in accordance with the Ontario Human Rights Code when a Nurse is absent from work under the following circumstances:

- (a) approved leave of absence with pay;
- (b) when in receipt of Workplace Safety & Insurance up to a period of two (2) years;
- (c) approved leave of absence without pay, for a period of up to one (1) year;
- (d) when on pregnancy and parental leave;
- (e) when on approved sick leave for a period of up to one (1) year.
- (d) a leave of absence without pay or benefits for a period of up to one (1) year will be granted for illness or accident after accumulated sick leave credits have been exhausted or after the Nurse has started on benefits under the Long Term Disability Plan, whichever is later

### 13.8 Loss of Seniority

- (a) Seniority rights for registered Nurses shall cease and a Nurse shall be deprived of any further rights under this Agreement:
- i) if the Nurse quits;
  - ii) if the Nurse is discharged for cause and is not reinstated pursuant to the grievance procedure;
  - iii) if the Nurse fails to report for work within seven (7) days after being notified to do so by the Home following a layoff or fails to advise the Home within two (2) working days of the intention to report for work and unless the Nurse provides a reasonable excuse to the Employer;
  - iv) if the Nurse is absent from work in excess of three (3) working days or on repeated occasions, or without notifying the Employer, unless such notice was not reasonably possible;
  - v) if the Nurse is laid off for a continuous period of twenty-four (24) months calculated from the date of layoff;
  - vi) when a Nurse is in a seniority retention situation under Article 13.6 and the set time limits have elapsed;
  - vii) if the Nurse retires or is retired under the existing O.M.E.R.S. Pension Plan.
  - viii) if the Nurse is absent from work for medical reasons for a continuous period of twenty four (24) months calculated from the date of first absence and where such treatment is in accordance with the Ontario Human Rights Code.

### 13.9 Notice of Resignation

An employee resigning from the employ of the Employer must do so in writing. No resignation shall be accepted officially until three (3) working day have elapsed from the time of the submission of the resignation, at which time it shall become final.

Such written notice of resignation shall provide for not less than four (4) weeks' notice, if at all possible.

## **ARTICLE 14 - LAYOFFS, RECALLS, PROMOTIONS, DEMOTIONS AND TRANSFERS**

### 14.1 Factors Considered

In the case of promotion, demotion and transfer, the Nurse's relative efficiency, performance and ability shall be taken into account. In cases where the above considerations are deemed to be equal as between two (2) or more Nurses and such Nurses are deemed to be capable of performing the work equally, seniority shall be the determining factor.

14.2 A Nurse from this bargaining unit has the right to apply for any posted position at Grandview Lodge either within the Ontario Nurses' Association bargaining unit or a posted position within another Union at Grandview Lodge. Such applications will be given all due consideration as per Article 14.1, prior to recruiting any external applicant.

14.3 Posting Procedure

The Employer will post all Registered Nurse vacancies on the Union bulletin board, and such notices shall remain posted for a period of five (5) days. The Employer shall endeavour to post the notices within five (5) working days after the vacancy occurs.

Such vacancy shall be filled in accordance with the terms as prescribed in Article 14.1.

The posting shall contain the classification and wage range of the position.

Nurses will be advised in writing of the disposition of their applications and the name of the successful applicant.

Pending the selection of a successful candidate, the Employer shall have the right to assign or otherwise arrange to have staff assigned to meet the needs of residents, on a short term basis, and shall advise the Union of this circumstance and expected duration of such circumstance. Experience gained by Nurses temporarily assigned to these positions shall not count as experience in subsequent postings.

The name of the successful applicant will be posted by the Employer.

A copy of all ONA job postings and a notice of the successful applicant shall be sent to the Bargaining Unit President.

14.4 (a) The Employer shall endeavour to provide the Union with as much notice as reasonably possible for a lay off resulting from an emergency.

In the event of a proposed lay off of a permanent or long term nature, the Employer will provide the Union with no less than thirty (30) calendar days notice of such a lay off.

(b) In all cases of lay off the Employer shall meet with the Union to review the reasons causing the lay off; and the method of implementation.

(c) The Employer shall notify the Nurse who is to be laid off or terminated, according to the Ontario Employment Standards Act and Regulations, which includes the following quoted Sub-Section 1 of Section 57 pertaining to lay-off or termination of more than thirteen (13) weeks in any period of twenty (20) weeks.

"Section 57 (1):

No Employer shall terminate the employment of an employee who has been employed for three months or more unless the Employer gives:

- (a) one weeks notice in writing to the employee if his or her period of employment is less than one year;
- (b) two weeks notice in writing to the employee if his or her period of employment is one year or more but less than three years;
- (c) three weeks notice in writing to the employee if his or her period of employment is three years or more but less than four years;
- (d) four weeks notice in writing to the employee if his or her period of employment is four years or more but less than five years;
- (e) five weeks notice in writing to the employee if his or her period of employment is five years or more but less than six years;
- (f) six weeks notice in writing to the employee if his or her period of employment is six years or more but less than seven years;
- (g) seven weeks notice in writing to the employee if his or her period of employment is seven years or more but less than eight years;
- (h) eight weeks notice in writing to the employee if his or her period of employment is eight years or more,

and such notice has expired."

14.5

- (a) Part-time and full-time nurses on probation shall be laid off first. Thereafter, nurses shall be laid off in reverse order of seniority within the part-time or full-time nurse category where the employer determines the surplus to exist.
- (b) Nurses shall be recalled in order of seniority And retain recall rights for twenty-four (24) continuous months from the date of lay off.
- (c) No new Nurses shall be hired until all those Nurses who retain the right to be recalled have been given an opportunity to return to work.
- (d) Nurses on lay-off, who retain recall rights, may be offered occasional shifts or temporary positions when other part-time Nurses not on lay-off are not available.

Acceptance of a temporary position shall not constitute a recall from lay-off unless the temporary position exceeds ninety (90) calendar days.

- (e) No reduction in the hours of work shall take place to prevent or reduce the impact of a lay off without the consent of the Union.

14.6

#### New Positions

If the Employer should create a new classification coming within the scope of this Agreement, it shall notify the Union and set the rate for such job. The Union will be advised as to the rate, and will be given fourteen (14) calendar days within which to object. Failing agreement on such rate, the Union may lodge a policy grievance as set out herein.

14.7 No Contracting Out

The Home shall not contract out the work normally performed by members of the bargaining unit except;

- (a) for purposes of instruction;
- (b) in the event of an emergency situation;
- (c) when performing developmental or experimental work.

**ARTICLE 15 - LEAVES OF ABSENCE**

15.1 Leave for Personal Reasons

The Employer may grant leave of absence without pay for personal legitimate reasons. A Nurse desiring leave of absence shall make application in writing to the Director of Nursing, or designate. The applicant for leave of absence shall be notified in writing of the decision to grant or not to grant the request within two (2) weeks of the application. Such leave shall not be unreasonably denied.

The foregoing procedure for requesting leave of absence in advance shall not apply to legitimate personal emergencies which could not be arranged in advance, provided the Director of Nursing or designate is notified prior to leaving.

15.2 Pregnancy/Parental Leave

Pregnancy/Parental leave will be granted in accordance with the provisions of the Employment Standards Act (ESA) as amended from time to time and as follows:

- (a) the service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks;
- (b) the Nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child;
- (c) the Nurse has the right to extend the pregnancy/parental leave to twelve (12) months in total. 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;
- (d) a Nurse shall be granted eighteen (18) weeks of unpaid parental leave subject to Article 15.2 (h) for each parent who has worked for thirteen (13) weeks. Natural mothers may take parental leave at the end of the pregnancy leave;
- (e) all other parents may take this leave within thirty-five (35) weeks of the child being born or coming into care;

- (f) a Nurse shall be allowed to commence her pregnancy leave at anytime up to seventeen (17) weeks before the expected date of delivery;
- (g) 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;
- (h) on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SUB) Plan, a Nurse who is on pregnancy/parental leave as provided under this Agreement who is in receipt of Employment Insurance Pregnancy/Parental benefits pursuant to Section 30 of the Employment Insurance Act, 1971 shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings for a maximum period of fifteen (15) weeks for pregnancy leave and ten (10) weeks for parental leave. In the case of a male nurse, the entitlement is ten (10) weeks for parental leave. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the County of the Nurse's Employment Insurance cheque stub as proof that she is in receipt of such benefits for maximum period of fifteen (15) weeks. The Nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate, plus the percentage in lieu of sick leave and health and welfare benefits, in the case of part-time nurses, on her last day worked prior to the commencement of the leave times her normal weekly hours;
- (i) seniority and service continues to accrue during pregnancy/parental leave. Participation in the benefit plans shall also continue during pregnancy/parental leave unless the Nurse elects, in writing, not to do so or that the Nurse does not intend to pay her contribution towards the benefit premium.
- (j) upon return from pregnancy or parental leave, the Nurse shall be reinstated to the position the Nurse most recently held with the Employer, if it still exists, or to a comparable position if it does not.
- (k) employees must apply for and must be in receipt of Employment Insurance benefits to receive payments under the plan.
- (l) employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (m) 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.

### 15.3

#### Leave for Union Business

- (a) The Employer agrees to grant leave of absence, without pay, to a maximum of one (1) Nurse at any one time, selected by the Union to attend Union business including conferences and conventions. The number of days in a calendar year shall not exceed ten (10) working days for the bargaining unit.

During such leave of absence, the Nurse's salary and applicable benefits shall be maintained by the Employer and the local Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

15.4 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 leave of absence without pay, as required. 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 in Article 15.3 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 full cost of such salary and applicable benefits.

15.5 Leave, President ONA

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 the President of the Ontario Nurses' Association for a period of up to three (3) consecutive two (2) year terms. 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.

15.6 Leave, Full Time Position ONA

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 or appointed to a full time position with the union for a period of up to one (1) year. 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. 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.

15.7 Bereavement Leave

(a) Immediate Family

A Nurse shall be granted up to three (3) working days leave without loss of pay or benefits in the case of death of the Nurse's mother, one (1) step-mother, father, one (1) step father, sister, brother, spouse, child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. The Employer in its discretion may extend such leave with or without pay. Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions within twelve (12) months of the death and not exceeding three (3) days in total, in order to accommodate religious and cultural diversity.

Immediate family and in-laws as set out above shall include the relatives of "spouse" as defined herein.

"Spouse" for the purposes of bereavement leave will also include a partner of the same sex.

Part-time nurses will be credited with seniority and service for all such leave.

(b) Fellow Nurse

A full-time Registered Nurse shall be granted one-half (1/2) day leave without loss of salary or wages to attend the funeral of a fellow Nurse with whom such Nurse worked closely and who was employed in this Bargaining unit. Such leave shall be confined to a maximum of two (2) such Nurses.

15.8

Jury & 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 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 at the Home, the Nurse shall not lose regular pay because of such attendance 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;
- (d) it is understood that such paid leave applies to any scheduled night shift immediately prior to a day of jury duty;
- (e) Nurses will come to work during those regularly scheduled hours that they are not required to attend at court for periods of one-half (1/2) day or more.

15.9

Education Leave

- (a) Leave of absence, without pay, for the purposes of further education directly related to the Nurse's employment with the Employer may be granted on written application by the Nurse to the Director of Nursing or her designate. Requests for such leave will not be unreasonably denied.
- (b) A Nurse shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which Nurses are enrolled to upgrade their nursing qualifications.

Written requests for such leave shall be received by the Director of Nursing or Administrator, Grandview Lodge, a minimum of two (2) weeks in advance of such examinations except in extenuating circumstances where approval

will not be unreasonably denied.

- (c) If the Employer should require that a Nurse attend a course or workshop in connection with the work of the Home, necessary leave of absence with pay and expenses will be paid.

#### 15.10

##### Prepaid Leave Plan

The Employer agrees to introduce a prepaid leave program, funded solely by the Nurse, subject to the following terms and conditions:

- (a) The plan is available to Nurses wishing to spend four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The Nurse must make written application to the Director of Nursing at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The year for the purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the Nurse, the local Union and the Employer. There shall be one (1) Nurse off at any one time.
- (d) Written applications will be reviewed by the Director of Nursing or her designate for leaves requested.
- (e) During the four (4) years of salary deferral, 20% of the Nurse's gross annual earnings will be deducted and held for the Nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the Nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the Nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will not accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The Nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Ontario Municipal Employees Retirement System will be in accordance with the plan. The Nurses will not be eligible to participate in the disability income plan during the year of the leave.
- (i) A Nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Director of Nursing. Deferred salary, plus accrued interest, if any, will be returned to the Nurse within a reasonable period of time.

- (j) If the Nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the Nurse within a reasonable period of time. In the case of the Nurse's death, the funds will be paid to the Nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the Nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the Nurse as much notice as is reasonably possible. The Nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or if withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The Nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the prepaid leave plan program will be subject to the Nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the Nurse's pay. Such agreement will include:
  - i) A statement that the Nurse is entering the prepaid leave program in accordance with Article 15.10 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.

The letter of application from the Nurse to the Employer to enter the prepaid leave program will be appended to and form part of the written agreement.

#### 15.11 Family Medical Leave

Family Medical Leave will be granted in accordance with the Employment Standards Act.

#### 15.12 Writing Exams

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

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

Part-time nurses will be credited with seniority and service for all such hours paid as provided above for the purpose of writing such exams.

#### 15.13 Prohibition Against Other Employment

Nurses who are on leave of absence will not engage in gainful employment while on such leave, and a Nurse who engages in gainful employment while on such leave of

absence forfeits all seniority rights and privileges contained in this Agreement as set out in Article 13.8 unless permission to take such employment was specifically set out in the response to the written leave of absence.

## **ARTICLE 16 - PAYMENT FOR CERTIFICATES**

- 16.1 A Nurse who is required to have a medical examination and/or produce a physician's certificate as set out in this Agreement or Provincial regulations shall be reimbursed by the Employer for such expense upon producing a proper receipt, except in the case of sick leave where medical certification is or may be required. However, in no case will a Nurse be required to provide more than one (1) certificate at such Nurse's expense for each sick leave absence.

## **ARTICLE 17 - HOURS OF WORK AND SCHEDULING**

- 17.1 (a) The normal daily tour shall be seven and one-half (7.5) consecutive hours in any twenty-four (24) hour period excluding an unpaid one-half (1/2) hour meal period, 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 of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purpose of payment under Article 17.2.

- (b) The normal daily tours are the following:

Days	0700 to 1500 hours
Evenings	1500 to 2300 hours
Nights	2300 to 0700 hours

- (c) Rest Periods

Nurses shall be entitled to relief periods during the tour on the basis of fifteen (15) minutes for each half (1/2) tour.

- (d) Schedules of work shifts covering a four (4) week period shall be posted two (2) weeks in advance of the commencement of the new four (4) week schedule and shall remain posted for the duration of the schedule.

### 17.2 Overtime

Except as outlined in Article 17.8 (b), a Nurse shall be paid at the rate of time and one-half (1 ½) for all work over the normal work day, or over ten (10) such normal work days in a bi-weekly pay period. A normal work day is set out in Article 16.1(a).

### 17.3 Authorization

All overtime must be authorized by the Employer. Such authorization shall not be unreasonably denied.

### 17.4 Reporting Pay

A Nurse who reports for work as scheduled, unless otherwise notified by the Home, shall receive a minimum of four hours pay at her regular hourly rate. She shall be required to perform any nursing duties assigned, if her regular duties are not available.

17.5 Call Back Pay

In the event a Nurse is called in as a replacement outside of the regular shift the opportunity to work a full shift will be given and paid at the proper rate. There will be a thirty (30) minute allowance for a Nurse to report for work when called in under these circumstances.

17.6 Exchange of Shift

Nurses who, for their own personal convenience, wish to exchange shifts with other appropriately qualified Nurses, shall submit a written request form to the Director of Nursing or designate for approval that includes the signature of at least one of the nurses directly involved confirming the agreement. The Director of Nursing or designate shall make the appropriate change on the time schedule. The Director of Nursing or designate approval shall not be unreasonably denied. The Employer shall not be responsible for overtime claims or other premium rates that might otherwise apply as a result of the exchange of shifts.

17.7 Where a Nurse makes prior arrangements for time off from a tour of duty, the Nurse shall not be scheduled to work another tour that day.

17.8 (a) Nurses shall not be prebooked to work with less than sixteen (16) hours off between shifts. Should the Employer prebook a Nurse to work with less than sixteen (16) hours off between shifts, the Nurse shall be paid at time and one-half (1½) her regular rate of pay for such shift.

(b) If a Nurse is called to work a shift with less than sixteen (16) hours off between shifts and she accepts, she shall be paid at her regular rate of pay.

17.9 Sick/Absent Calls

Employees who will be absent for their shift must call the supervisor on shift at least one hour prior to the start of the scheduled day shift or at least four hours prior to the start of their scheduled evening or night shift.

**ARTICLE 18 - RECOGNIZED HOLIDAYS**

18.1 List of Holidays

The following holidays shall be recognized holidays with pay for all Nurses:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day – July 1 <sup>st</sup>	Boxing Day

18.2 Full-time Registered Nurses required to work on a Recognized Holiday shall at the option of the Employer, receive either:

- (i) pay at the rate of time and one-half (1½) the Nurse's regular rate for work performed on such holiday, in addition to the Nurse's regular pay; or
- (ii) pay at the rate of time and one-half (1½) the Nurse's regular rate for work performed on such holiday, and an alternative day off within thirty (30) days of the holiday.

18.3 Holiday on Regular Day Off

If any of the above-named holidays occurs on a full-time Registered Nurse's regular days off, such Nurse will receive an additional day off in lieu at a mutually agreed time.

18.4 Holiday Falling During Vacation

If any of the above-named holidays occurs during a full-time Registered Nurse's vacation, such Nurse will receive an additional day off in lieu consecutive with the vacation if the nurse requests in writing provided that the request does not preclude another full-time or part-time nurse from taking a seven (7) consecutive calendar day block of vacation.

18.5 Accumulation of Recognized Holidays

Provided a full-time Registered Nurse specifies an intention, no later than December 31st, such Nurse may accumulate up to eight (8) Recognized Holidays during the next calendar year, from January 1st to December 18th. Such accumulation is permitted, subject to the following conditions:

- (a) A full-time Registered Nurse who is granted such up to eight (8) accumulated holidays as set out herein must notify the Employer of the date upon which they desire such days to be taken in lieu, three (3) months prior to taking, to permit the Employer sufficient time to arrange for adequate scheduling and staffing. In the event that the full-time Registered Nurse cannot take such accumulated days prior to December 18th of that year following accumulation, such Nurse shall receive pay, only, for holidays. Such pay to be given on the first full pay period following December 18th. Such time or times off must be convenient to both the full-time Registered Nurse and the Employer.
- (b) Accumulated holidays will not be taken between December 18th and January 8th or during the Spring Break period.

18.6 Prerequisite Qualifying Days

In order to qualify for payment for the aforementioned recognized paid holidays, full-time Registered Nurses must work their regular working day preceding and their regular working day immediately following the holiday or the day granted in lieu, except where absent due to proven illness.

18.7 Part-time registered Nurses required to work on a recognized holiday shall receive pay at the rate of time and one-half (1 ½) the Nurse's regular rate for work performed on such holiday, in addition to the Nurse's regular pay.

- 18.8 For part-time registered Nurses, the entitlement to pay on any of the aforementioned recognized paid holidays shall be subject to the following qualifying conditions:
- (a) The Nurse must work twelve (12) days of the twenty-eight (28) days which preceded the week of the holiday;
  - (b) Where a Nurse has not worked on twelve (12) days of the twenty-eight (28) days which preceded the week of the holiday, payment for the paid holiday shall be pro-rated on the following basis:

Payment for the paid holiday shall be pro-rated on the basis of the number of days worked in the six (6) week period prior to the paid holiday.

- 18.9
- (a) Unless otherwise requested, a Nurse shall be scheduled a minimum of three (3) and the Employer will endeavour to provide four (4) consecutive days off at either the Christmas or New Year's season. Time off at Christmas shall include December 24, 25 and 26, and time off at New Year's shall include December 31, January 1 and 2.
  - (b) In case of disputes among the Nurses in the bargaining unit as to time off, it shall be scheduled on an alternate year basis so that a Nurse would be off over Christmas one year and New Year's the next.
  - (c) On Christmas Day, where there is mutual agreement amongst the nurses involved, shorter shifts may be worked between 0700 and 2300 hours, at no additional cost to the Employer.

## **ARTICLE 19 - VACATIONS (FULL-TIME NURSES)**

### 19.1 Vacation Year for Computation

For the purpose of calculating vacations and eligibility for full-time Registered Nurses, the vacation year shall be from June 1st to May 31st.

### 19.2 Vacation Entitlement - New Full-Time Registered Nurses

Full-time Registered Nurses with less than one (1) year's continuous service as of May 31st in any year shall be entitled to a vacation with pay in accordance with the Employment Standards Act.

### 19.3 Vacation Entitlement - Three (3) Weeks

Full-time Registered Nurses on the active payroll with one (1) full year's continuous service as at May 31st in any year shall be entitled to three (3) weeks' vacation with pay, with pay calculated at the rate of three (3) weeks' normal earnings.

### 19.4 Vacation Entitlement - Four (4) Weeks

Full-time Registered Nurses on the active payroll with three (3) full year's continuous service as at May 31st in any year shall be entitled to four (4) weeks' vacation with pay, with pay calculated at the rate of four (4) weeks' normal earnings.

### 19.5 Vacation Entitlement - Five (5) Weeks

Full-time Registered Nurses on the active payroll with nine (9) full year's continuous service as of May 31st in any year shall be entitled to receive one (1) additional day of vacation with pay; and one (1) additional day of paid vacation for each two (2) active, continuous years of service thereafter to a maximum of five (5) such days as set out below:

<u>Service</u>	<u>Entitlement</u>
9 full years	4 weeks + 1 day
11 full years	4 weeks + 2 days
13 full years	4 weeks + 3 days
15 full years	5 weeks

19.6 Vacation Entitlement – Six (6) Weeks

Full-time Registered Nurses on the active payroll with twenty three (23) full year's continuous service as at May 31st in any year shall be entitled to six (6) weeks' vacation with pay, with pay calculated at the rate of six (6) weeks' normal earnings.

19.7 Vacation Entitlement – Seven (7) Weeks

Effective June 1, 2010, full-time Registered Nurses on the active payroll with twenty eight (28) full year's continuous service as at May 31<sup>st</sup> in any year shall be entitled to seven (7) weeks' vacation with pay, with pay calculated at the rate of seven (7) weeks' normal earnings.

19.8 Vacation Upon Termination

Full-time Registered Nurses with more than one (1) full year of continuous service who leave the employ of the Employer and have unused vacation credits, shall receive vacation pay for said credits in accordance with the applicable vacation pay for the year in which the credits were earned.

19.9 Deductions for Absence

Where a full-time Registered Nurse is laid off or is granted leave of absence without pay, including absences due to illness without pay, for any period of one (1) month or more, such Nurse's vacation entitlement for the year in which the leave, layoff or unpaid illness occurs will be reduced on the basis of one-twelfth (1/12th) for each full month's absence, calculated to the nearest half-day.

19.10 Overpayment of Vacation

Where full-time Registered Nurses have taken their vacation, and as a result of subsequent termination, leave of absence, or any other reason have received more vacation pay than they are properly entitled to under the terms of this Agreement, the Employer shall deduct such overpayment from the Nurses' pay cheques.

**ARTICLE 20 – VACATION PAY (PART-TIME NURSES)**

- 20.1 Part-time Nurses shall be paid vacation pay based on a percentage of earnings earned in the year up to and including May 31st of the vacation year, on the following basis;

- (a) up to 4500 hours of work - six percent (6%) of earnings from the preceding vacation year and three (3) weeks of vacation time off;
- (b) 4500 hours of work but less than 13500 hours - eight percent (8%) of earnings from the preceding vacation year and four (4) weeks of vacation time off;
- (c) 13500 hours of work but less than 25500 hours - ten percent (10%) of earnings from the preceding vacation year and five (5) weeks of vacation time off; and;
- (d) 25500 hours of work and over - twelve percent (12%) of earnings from the preceding vacation year and six (6) weeks of vacation time off.
- (e) Effective June 1, 2014, 37,500 hours of work and over – fourteen (14%) of earnings from the preceding vacation year and seven (7) weeks of vacation time off.

20.2 Earnings for the purposes of this clause shall include percentage in lieu of benefits paid to a part-time Nurse by the Employer during the preceding vacation year, but shall not include previously paid vacation pay.

20.3 Any conflicts in vacation requests shall be determined by seniority.

## **ARTICLE 21 - SALARIES**

21.1 The salaries are as set out in Schedule "A" attached and form part of this Agreement.

21.2 Each Nurse will be advanced from her present level on the Salary Schedule to the next level on the Salary Schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 13.2.

### 21.3 Recognition of Experience

An allowance as recognition of relevant past service in nursing shall be given a newly hired Nurse on the basis of one (1) year of such relevant experience shall equal one (1) step past Start Rate on the Salary Schedule up to the maximum of the salary grid.

## **ARTICLE 22 - SICK LEAVE**

### 22.1 Credits and Accumulation

Full-time Registered Nurses upon successful completion of the probationary period shall be credited with one and one-half (1 ½) days' sick leave for each full month of service, such to be cumulative to two hundred and twenty-five (225) days maximum.

### 22.2 Credits Equate to Work Time

When a full-time Registered Nurse is absent in any month, the sick leave credit shall be based upon days worked in that month as follows:

Days Worked Credit	
18 or over	1 ½ days
14 through 17	1 day
10 through 13	½ day
Less than 10	Nil

### 22.3 Charging Sick Leave

Full-time Registered Nurses losing working time as a result of bona fide illness will have such lost time charged against their accumulated sick leave credits to the nearest one-quarter (1/4) normal working day.

### 22.4 Physician's Certificates

If a Registered Nurse is absent due to illness:

- (a) for three (3) but less than thirty (30) consecutive days, such Nurse shall, on request, submit a certificate from a physician;
- (b) for thirty (30) or more consecutive days, such Nurse shall, on request, submit a certificate from a physician certifying inability to work and the nature of such illness. A Nurse shall not be entitled to be paid sick leave in that month without furnishing such certificate and so on from month to month in the event the Nurse's illness extends from one month to the next month

### 22.5 Repetitive Illness

A Nurse shall file with the Immediate Supervisor or designate, a physician's certificate after one (1) day of absence if deemed necessary and if so requested in advance in writing.

### 22.6 Sick Leave Credit Gratuity

Upon termination of employment for any reason other than discharge for cause, full-time Registered Nurses who were Nurses as of the signing of the Collective Agreement between the Employer and the Union will be entitled to their accumulated sick leave credits subject to:

- (a) Such Nurse must have five (5) full years' of service as a full-time Registered Nurse as of the date of such resignation or permanent layoff;
- (b) Such severance pay will be equal to fifty percent (50% of the number of days accumulated from sick leave not to exceed on-half (1/2) year's earnings based upon the basic salary and normal hours of work received by such Nurse immediately prior to such resignation or permanent layoff:
- (c) Such payment will not be made to a Nurse who became a Nurse after June 25th, 1986.

### 22.7 County Sick Leave Plan

The Employer agrees that should the Corporation of Haldimand County review in any part their present Sick Leave Program for County employees that would result in a

program superior to the above, the Union and the Employer shall meet for the purpose of amending this Sick Leave Program for full-time Registered Nurses to conform to that of the Corporation of Haldimand County.

22.8 Statement of Credits

A statement of sick leave credits shall be included in the pay statement of each full-time Registered Nurse within three (3) pay periods following December 31st of each year.

**ARTICLE 23 - ACCOMMODATION OF DISABLED WORKERS**

23.1 The following shall apply for compensable and non-compensable injuries and/or disabilities:

- (a) The Employer agrees to abide by the Workers' Safety & Insurance Board and the Human Rights Code of Ontario including the re-instatement provisions.
- (b)
  - i) The Employer agrees to supply to the employee and the union a copy of the Workers' Safety & Insurance Board's Form 7. The employee shall be given an opportunity to meet with the Employer to discuss, if necessary, any errors or omissions found on the Form 7.
  - ii) The Employer agrees to notify the Union of the names of all Nurses off due to work related injury (whether or not the Nurses are in receipt of Workers' Safety & Insurance) each month.
- (c) The Employer and the Union recognize that from time to time individual workers may have special needs that require special modification of work and/or physical accommodation within the workplace. The Employer and the Union will thereby endeavour to find co-operative solutions to workplace and/or contractual barriers to workers with special needs.
- (d) The Parties agree to establish a Re-instatement Committee comprised of representatives of the Union and the Employer to review the needs of injured/disabled workers seeking accommodation within the modification of work, and the Collective Agreement and to recommend to the Employer methods for overcoming physical/contractual barriers to the re-instatement of workers. The Employer and the Union agree that all jobs listed in Schedule "A" of the Collective Agreement or any subsequent jobs that may be subsequently added to that list, may, with the recommendation of the Committee, and with the agreement of both Parties, be offered directly to qualified employees who are unable to return to their regular jobs due to permanent injury/disability.

The parties recognize and accept their joint duty to accommodate employees in accordance with the provisions of the Ontario Human Rights Code and the Workers' Safety and Insurance Act.

- (e) The Employer shall advise the Union when it receives notice from Workers' Safety & Insurance Board of a workers' ability to return to either regular duties, comparable work or suitable work, the Union will be advised of

Haldimand County Job Postings and will keep workers, with Section 54 rights, informed of such postings.

### 23.2 Workers' Compensation Advance

- (a) If a claim for Workers' Compensation Benefits is made by the Employer on behalf of a full-time Nurse, said Nurse may, in return for turning over all monies received for said Compensation, elect to receive full salary from the Nurse's accumulated sick leave bank until such time as the claim is adjudicated in the Nurses' favour. At such time, the Nurse will be entitled to assign the Workers' Compensation Benefits to the Employer in exchange for bi-weekly advances equivalent to the Workers' Compensation supplement. In addition, the qualifying Nurse will be entitled to full restoration of the sick bank to the pre-accident amount.

In order to qualify for advances, a Nurse must have a minimum of two (2) weeks sick time entitlement.

- (b) A full-time Registered Nurse who is off work due to compensable illness or an injury incurred in the employ of the Employer and is receiving benefits from the Workplace Safety and Insurance Board, may draw on accumulated sick leave to make up the difference between the basic rate of pay and the Workers' Compensation benefits.

## **ARTICLE 24 – HEALTH INSURANCE PROGRAM (FULL-TIME NURSES ONLY)**

- 24.01 For the purposes of Extended Health and Dental benefits under Article 24, dependent coverage is available to the full-time Nurse, his or her spouse and their dependents, in accordance with the terms and conditions of the plans.

For the purposes of this Article, "spouse" shall be defined as an individual with whom the full-time Nurse is married or an individual of the opposite or same sex with whom the full-time Nurse is not married, but has co-habitated:

- (a) continuously for a period of not less than one (1) year, or ;
- (b) in a relationship of some permanence; if they are the natural or adoptive parents of a child, or one (1) of the adults is the legal guardian of the child(ren).

### 24.02 Group Life Insurance

All full-time Nurses shall participate in the Group Life Insurance and Accidental Death and Dismemberment Plans currently in force. The Employer shall pay one hundred percent (100%) of the premium for such insurance. The current coverage is two (2X) times the annual salary of the Nurse to a maximum of one hundred and fifty thousand dollars (\$150,000).

### 24.03 Extended Health Plan

For full-time Registered Nurses, the Employer will pay one hundred percent (100%) of the premium cost of the Extended Health Plan (\$10/\$20 deductible) or its equivalent with existing riders. The plan will provide coverage for physiotherapy and

chiropractic to a maximum of \$350/insured person annually for each service with no deductible and no per visit caps.

#### 24.04 Long Term Disability Plan

All full-time Nurses shall participate in the Long Term Disability Plan currently in force. The Employer shall pay one hundred percent (100%) of the premium for such insurance. The current coverage is sixty percent (60%) of the monthly earnings to a maximum of one thousand eight hundred dollars (\$1,800) per month.

These Long Term Disability Benefits cease the earlier of;

- (a) the date the full-time Nurse reaches the normal retirement age, or;
- (b) the date upon which the full-time Nurse qualifies for early retirement with unreduced pension benefits as per the O.M.E.R.S. provisions.

In the case of retirement prior to age sixty-five (65), if the full-time Nurse is fifty (50) years of age or older, but less than fifty-five (55) years of age and eligible for early retirement under the O.M.E.R.S. pension plan, the full-time Nurse may continue Health Benefit coverage (Life Insurance, Accidental Death and Dismemberment, Extended Health and Dental) by submitting post-dated cheques for the following year by December 31st of the preceding year to the Human Resources Department.

Providing such benefit coverage is continued by the retiree, the Employer, upon the month following said retiree's fifty-fifth (55th) birthday, agrees to pay fifty percent (50%) of the cost of the monthly premiums of the above-noted benefits, providing the retiree submits post-dated cheques for fifty percent (50%) of the cost of the monthly premiums for the following year by December 31st of the preceding year to the Human Resources Department. This coverage shall be discontinued the earlier of; the date of retiree reaches age sixty-five (65), or the month following the date the full-time Nurse dies.

#### 24.05 Dental Plan

A Blue Cross # 9 Dental Plan with a current O.D.A. fee schedule will be available to all full-time Nurses. The Employer will pay eighty percent (80%) of the premium for said plan.

#### 24.06 When Benefits Available

The Benefit Plan set out in this Article will be available to full-time Registered Nurses on the first of the month following successful completion of the Probationary Period set out in Article 12 of this Agreement.

#### 24.07 Benefits During Absence

##### (a) Employer Contribution Continued

The Employer will continue to contribute to the above Benefit Plans for full-time Registered Nurse when:

- (i) a full-time Nurse is on paid sick leave to a maximum of six (6) months;

- (ii) a full-time Nurse is on Workers' Compensation to a maximum twelve months (12) from accident date in accordance with Workplace Safety and Insurance Act;
- (iii) a full-time Nurse is on any paid leave of absence;
- (iv) in any event, to the end of the month in which the full-time Nurse's absence begins.

(b) Nurse Contributions in Lieu

Any full-time Registered Nurse will be permitted to continue coverage under the Health Insurance Program when:

- (i) a full-time Nurse is on unpaid leave of absence; to a maximum of six (6) months;
- (ii) a full-time Nurse is on layoff; to a maximum of six (6) months.

The County will notify, at the time of leave, full-time Registered Nurses of Article 24:07 (b).

24.08 Qualifying for Benefits

For full-time Registered Nurses, the Employer contribution is based upon active, continuous, full-time service.

**ARTICLE 25 - PREMIUMS**

25.1 Shift Differential

- (a) Nurses working from 1500 hours to 2300 hours shall be paid a premium of one dollar and thirty cents (\$1.30) per hour for all such hours worked.  
Effective April 1, 2010, this shift differential shall rise to one dollar and fifty-five cents (\$1.55) per hour for all such hours worked.
- (b) Nurses working from 2300 hours to 0700 hours shall be paid a premium of one dollar and fifty-five cents (\$1.55) per hour for all such hours worked.  
Effective April 1, 2010, this shift differential shall rise to one dollar and eighty-five cents per hour (\$1.85) for all such hours worked.

25.2 Supervisory Bonus

In the absence of the Director of Nursing for one-half ( $\frac{1}{2}$ ) of a full shift, (four [4] hours or more), the Home shall assign a Nurse to supervise other employees. The Nurse so assigned shall be paid a supervisory responsibility pay of seventy-five cents (.75¢) per hour for only those hours where such supervision takes place.

The Parties agree that retroactive to January 1, 1993 for absences of the Director of Nursing in excess of one (1) week in duration, the one (1) employee assigned by the Employer to assume the Director of Nursing duties will be paid a bonus of one dollar and twenty cents (\$1.20) per hour for all hours worked in excess of thirty-five (35) hours.

### 25.3 Weekend Premium

Nurses shall be paid a premium rate of one dollar and seventy cents (\$1.70) per hour for all hours worked between 2300 hours Friday and 2300 hours Sunday. Effective April 1, 2010, this weekend premium shall rise to two (2) dollars per hour for all such hours worked.

## **ARTICLE 26 - GENERAL**

### 26.1 Employee Performance Review

- (a) Two (2) evaluations of the Nurse's work will be done before the completion of the probationary period. One (1) preliminary verbal evaluation will be completed after the Nurse has completed approximately thirty (30) tours. The final (written) evaluation will be completed prior to the conclusion of the probationary period.

A copy of the written evaluation, signed by the Nurse, will be retained in the Nurse's file. Written evaluations will be completed every twenty four (24) months thereafter. Each Nurse shall receive a signed copy of the evaluation.

- (b) When as a result of a formal review of a Nurse's performance, the performance of a Nurse is judged to have been unsatisfactory, the Nurse concerned must be given an opportunity to sign and make written comment on the review form in question, to indicate that its contents have been read and explained.

### 26.2 Access To Files

- (a) 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 in any manner constitute disciplinary action by the Employer against the Nurse. Each Nurse shall have a reasonable access to all files held by the Employer which pertain to her for the purpose of reviewing the contents in the presence of her Supervisor. A copy of the evaluation will be provided to the Nurse at her request.
- (b) Any letter of reprimand, suspension or other sanction will be removed from the record of a Nurse no later than twelve (12) months following the receipt of such letter, suspension or other sanction provided that the Nurse's record has been discipline free of similar concerns for such period of time.

### 26.3 Copies of this Agreement

A copy of this Agreement in mutually suitable form will be issued by the Employer to each Nurse now employed and as hired. Costs will be shared equally by the Employer and the Union.

### 26.4 Bulletin Boards

The Employer will provide space in the non-smoking staff lunch room for a bulletin

board for the sole use of the Ontario Nurses' Association.

26.5 Correspondence and Notices

All correspondence between the Parties shall be addressed to the Administrator, Grandview Lodge with a copy to the Manager, Human Resources and to the Bargaining Unit President with a copy to the Labour Relations Officer in the case of the Union, unless the Agreement sets out another addressee in a specific circumstance.

26.6 Meals

The employer shall permit Nurses to purchase meals at the Home at current prices.

26.7 The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer.

26.8 The Union shall keep the Employer notified in writing of the names of the Nurse representatives and/or committee members and officers of the Bargaining Unit appointed or selected as well as the effective date of their respective appointments.

26.9 All reference to Nurse representatives, committee members and officers in this Agreement shall be deemed to mean Nurse representatives, committee members or officers of the Bargaining Unit.

26.10 Pay Cheque Distribution

Nurses shall be paid every other Thursday via Direct Deposit

26.11 Upon leaving the employ of Grandview Lodge, the Employer shall provide the employee with a letter confirming the individual nurse's date of hire, date of resignation/retirement and the total number of hours worked by the nurse during her tenure with the Corporation of Haldimand County.

26.12 Labour Relations Officer's Visits

A Labour Relations Officer of the Union will be entitled to visit a unit covered by this Agreement during office hours at reasonable times to interview Nurses, provided they first report to the Administrator of the Lodge or designated supervisor. Such visit shall be restricted in access to the main hallways, Nurse's Stations or other location identified by the Administrator of the Lodge or designate and shall be limited to a reasonable time frame.

## **ARTICLE 27 - DURATION**

27.1 Duration

This Agreement shall continue in effect from April 1, 2006 to March 31, 2011 and shall continue automatically thereafter, unless either Party notifies the other in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made within the period of ninety (90) days prior to the termination of this Agreement.

27.2 Commencement of Negotiations

In the event of such notification being as to the amendment of the Agreement, negotiations between the Parties shall begin within fifteen (15) working days following such notification or on a date mutually agreed to by the Parties.

27.3 Bridge Agreement

If pursuant to such negotiations, an Agreement on the renewal or amendment of this Agreement is not reached prior to the current expiry date, this Agreement shall be automatically extended until consummation of a new Agreement. This does not effect any issue of retroactivity.

27.4 Retroactivity

Retroactive pay will be paid for all hours paid for each of the nurses in the Bargaining Unit on and after the effective dates as set out in the salary Schedule. All retroactivity will be paid on the next regular pay date that occurs after four (4) weeks following ratification.

The Employer will contact former employees who are eligible for retroactive pay, at their last known address. Such contact will be made by means of a notice which will be sent by Registered Mail.

The notice will inform them of their entitlement to retroactive pay and the manner in which it is to be claimed.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives at Cayuga, Ontario, this 15<sup>th</sup> day of April, 2011.

FOR THE EMPLOYER

FOR THE UNION

[Signature]

[Signature]  
Labour Relations Officer

[Signature]

Catherine Hill  
Bargaining Unit President

[Signature]

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[Signature]

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[Signature]

**SCHEDULE "A" - SALARY SCHEDULE****Part-time Registered Nurses**

Hours Worked	Effective <u>1-Apr-06</u>	Effective <u>1-Apr-07</u>	Effective <u>1-Apr-08</u>	Effective <u>1-Apr-09</u>	Effective <u>1-Apr-10</u>
Start	24.51	26.80	27.67	28.50	29.36
1500	25.49	27.20	28.08	28.92	29.79
3000	26.84	27.65	28.55	29.41	30.29
4500	28.16	29.01	29.95	30.85	31.78
6000	29.50	30.38	31.37	32.31	33.28
7500	31.17	32.10	33.14	34.13	35.15
9000	32.83	33.81	34.91	35.96	37.04
10500	34.52	35.55	36.71	37.81	38.94
12000	36.87	38.07	39.31	40.49	41.70
37500	37.62	38.74	40.00	41.20	42.44

**Full-time Registered Nurses**

	Effective <u>1-Jul-06</u>	Effective <u>1-Jul-07</u>	Effective <u>1-Jul-08</u>	Effective <u>1-Apr-09</u>	Effective <u>1-Apr-10</u>
Start	24.51	26.80	27.67	28.50	29.36
1 Year	25.49	27.20	28.08	28.92	29.79
2 Years	26.84	27.65	28.55	29.41	30.29
3 Years	28.16	29.01	29.95	30.85	31.78
4 Years	29.50	30.38	31.37	32.31	33.28
5 Years	31.17	32.10	33.14	34.13	35.15
6 Years	32.83	33.81	34.91	35.96	37.04
7 Years	34.52	35.55	36.71	37.81	38.94
8 Years	36.87	38.07	39.31	40.49	41.70
25 Years	37.62	38.74	40.00	41.20	42.44

**NOTE:**

1. A temporary class nurse holding a temporary certificate of registration's entry level salary rate will be fifty dollars (\$50.00) less per month than that of a Registered Nurse. Furthermore, such temporary class nurse in the employ of The Corporation of Haldimand County (Grandview Lodge), upon presenting proof of current certification by the College of Nurses of Ontario shall be given the entry level salary of a Registered Nurse and it will be retroactive to the date of successfully passing the certification examination or to the date of last hire, whichever is later.
2. All part-time nurses coming within the scope of this Agreement, who are not enrolled in the OMERS Pension Plan, shall receive thirteen (13%) percent per hour, for each hour worked, in lieu of a sick leave and health and welfare benefits.

For part-time nurses coming within the scope of this Agreement, who are enrolled in the OMERS Pension Plan, the percent in lieu of benefits will be nine (9%) percent.

- 3. The above adjustments resolve the issue of Pay Equity Maintenance to date.
- 4. Recognition of Experience

An allowance as recognition of relevant past service in Nursing shall be given a newly hired Registered Nurse on the basis of one (1) year of such relevant experience as a full-time Registered Nurse or 1500 hours worked as a part-time Registered Nurse shall equal one (1) step past Start Rate on the Salary Schedule.

Dated this 15<sup>th</sup> day of April, 2011.

For the Employer:

Tom Baker  
MS  
Roger Hand  
PHARMOK

For the Union:

Catharine Hill

**SCHEDULE "B"**

**LIST OF PROFESSIONAL ASSESSMENT COMMITTEE CHAIRS**

(Refer to Article 9.1 (b) (i))

Gayle Mackay  
56 Deerfoot Trail  
R.R. #4  
Huntsville, Ontario  
P1H 2J6

Jayne Harvey  
Chief Executive Officer  
FCS International  
200-158 Casimir Street  
Port Perry, ON L9L 1B7

Anita Robertson  
Registered Nurses Association of Ontario  
498 University Avenue, Suite 1600  
Toronto, Ontario  
M5G 2K8

**LETTER OF UNDERSTANDING**

Between:

**The Corporation of Haldimand County  
(Grandview Lodge)  
(the "Employer")**

and:

**Ontario Nurses' Association  
(the "Union")**

**RE: Accident Prevention**

The parties agree to refer the following health and safety issues to the Grandview Lodge Joint Health and Safety Committee for review and recommendations as deemed appropriate by the JHSC:

- 1. Violence in the workplace
- 2. Needlestick injury
- 3. Musculoskeletal prevention and control

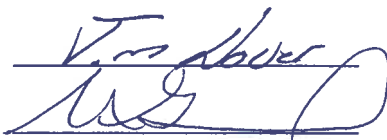
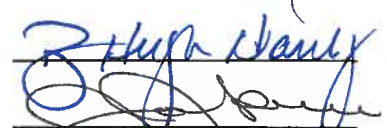

This Letter of Understanding will automatically expire at the end of the term of the collective agreement unless renewal is specifically negotiated.

FOR THE EMPLOYER


FOR THE UNION

Signed at Cayuga, Ontario this 15<sup>th</sup> day of April, 2011.

For the Employer:

For the Union:

  
 Catharine Hill  
 \_\_\_\_\_  
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**LETTER OF UNDERSTANDING**

Between:

**The Corporation of Haldimand County  
(Grandview Lodge)  
(the "Employer")**

and:

**Ontario Nurses' Association  
(the "Union")**

**Re: Part-time Nurse Self Scheduling**

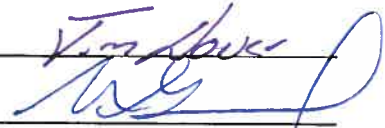
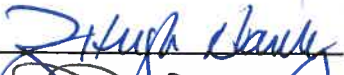

The parties recognize the mutual benefits of self-scheduling for part-time nurses on the following conditions:

1. This Letter of Understanding may be cancelled at any time by either party by giving three months written notice to the other party of its desire to terminate this Letter of Understanding. Such cancellation shall not be unreasonable or arbitrary.
2. The employer will not be required to pay overtime rates for any hours worked by a nurse in excess of the normal hours where such excess hours are made necessary only to accommodate the transition to or from this Letter of Understanding. Similarly, no penalty or premium payments resulting directly from the transition to or from this Letter of Understanding will be paid.
3. Any and all conditions and terms of the collective agreement and Letters of Understanding between the employer and the union shall remain in full force and effect except as amended by this Letter of Understanding.
4. Self-scheduling will not result in additional costs to the employer. The employer will not be required to pay penalty payments arising from Article 17 or overtime rates for any hours worked by a nurse in excess of the normal shifts where such excess shifts are made necessary only to satisfy the nurses' specific request for days off or an exchange of shifts. For clarity, nurses who replace shifts due to absences unrelated to the self-scheduling process, shall be entitled to the penalty provisions and overtime provisions under Article 17, where applicable.
5. The effects of self-scheduling will be closely monitored and feedback from nurses will continue to be discussed at Labour Management Committee meetings to enable the employer to develop a procedure in consultation with the union that will ensure a self-scheduling process that meets operational and employee scheduling needs.

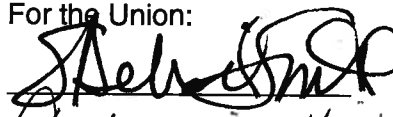
This Letter of Understanding will automatically expire at the end of the term of the collective agreement unless renewal is specifically negotiated.

Signed at Cayuga, Ontario this 15<sup>th</sup> day of April 2011.

For the Employer:

For the Union:

  
 Catharine Hill

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

**LETTER OF UNDERSTANDING**

Between:

**The Corporation of Haldimand County  
(Grandview Lodge)  
(the "Employer")**

and:

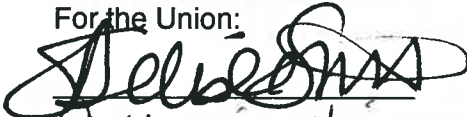
**Ontario Nurses' Association  
(the "Union")**

**RE: Time off Entitlement Records**



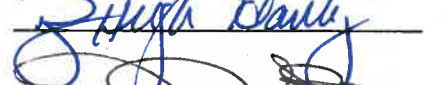
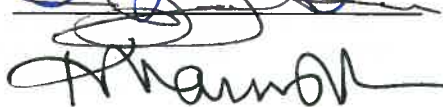
For payroll processing and personnel records purposes, all time off and entitlements to time off, as per the provisions of the Collective Agreement, will be expressed in hours.

Signed at Cayuga, Ontario, this 15<sup>th</sup> day of April, 2011.

For the Union:

  
\_\_\_\_\_  
Catharine Hill  
\_\_\_\_\_  
\_\_\_\_\_

For the Employer:

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

**LETTER OF UNDERSTANDING**

Between:

**The Corporation of Haldimand County  
(Grandview Lodge)  
(the "Employer")**

and:

**Ontario Nurses' Association  
(the "Union")**

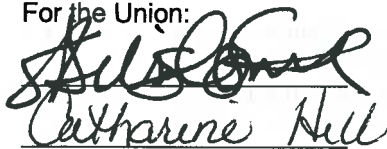
**RE: Time-Off In Lieu Of Overtime Pay**

Full-time Nurses shall have the option to take time off in lieu as an alternative to receiving payment at the rate of one and one-half (1½) times the normal hourly rate for overtime worked.

1. Except in extenuating circumstances all overtime will be pre-approved by the Director of Nursing or designate.
2. The full-time Nurse shall at his/her option take time off in lieu at the rate of one and one-half (1½) times the number of overtime hours worked.
3. Full-time Nurses shall be eligible for overtime for all work over the normal work day (as set out in Article 17.1) or over ten (10) normal work days in a bi-weekly pay period.
4. A full-time Nurse may save up to a maximum of fifteen (15) hours in his/her overtime bank at any one time.
5. A full-time Nurse may request time off in lieu for any amount of overtime in his or her overtime bank. Scheduling of such time off in lieu shall be subject to approval by the Director of Nursing or his/her designate.
6. Such time off in lieu will not be granted on weekends,
7. The maximum amount of time off in lieu shall not exceed thirty-seven and one-half (37.5) hours during the calendar year. All overtime worked thereafter shall be paid at premium rates.
8. Should overtime banks not be cleared prior to December 18th of each year, a pay out of the balance will be issued.

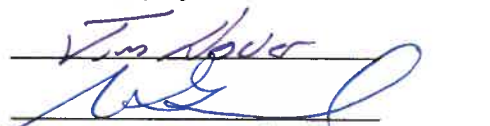


Signed at Cayuga, Ontario, this 15<sup>th</sup> day of April, 2011.

For the Union:

  
Catharine Hill

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

For the Employer:

**LETTER OF UNDERSTANDING**

Between:

**The Corporation of Haldimand County  
(Grandview Lodge)  
(the "Employer")**

and:

**Ontario Nurses' Association  
(the "Union")**

**Re: Vacation Scheduling**

The following vacation scheduling rules will apply to all Nurses:

1. All vacation absence requests will be granted in order of seniority subject to the provisions of this Letter of Understanding and Article 18.4.
2. There shall be a limit for vacation scheduling purposes of one nurse approved to be on vacation per day. This limit for vacation scheduling purposes may be expanded to one full-time nurse and one part-time nurse approved to be on vacation per day. If a full-time nurse has requested vacation but not a part-time nurse, a second full-time nurse shall be granted vacation if requested and where possible or vice versa should it be a part-time nurse requesting.
3. The Director of Nursing or delegate will provide all nurses in writing with their remaining vacation entitlement by no later than March 1<sup>st</sup> and September 1<sup>st</sup> each year.
4. For the vacation period from June 1<sup>st</sup> to November 30<sup>th</sup> each year:
  - (a) All nurses will provide their vacation requests in writing to the scheduling clerk by no later than March 15<sup>th</sup>
  - (b) The scheduling clerk will provide the part-time nurse union representative with a draft shift schedule by no later than March 22<sup>nd</sup> showing those shifts that require coverage
  - (c) The part-time union representative will provide the scheduling clerk with a proposed shift schedule by no later than April 10<sup>th</sup> that shows all shifts covered
  - (d) If approved, the Director of Nursing or delegate will post the approved vacation schedule by no later than April 15<sup>th</sup>.
5. For the vacation period from December 1<sup>st</sup> to May 30<sup>th</sup> each year:
  - (a) All nurses will provide their vacation requests in writing to the scheduling clerk by no later than September 15
  - (b) The scheduling clerk will provide the part-time nurse union representative with a draft shift schedule by no later than September 22<sup>nd</sup> showing those shifts that require coverage
  - (c) The part-time union representative will provide the scheduling clerk with a proposed shift schedule by no later than October 10<sup>th</sup> that shows all shifts covered
  - (d) If approved, the Director of Nursing will post the approved vacation schedule by no later than October 15<sup>th</sup>.
6. All nurses will be given the opportunity to take a block of two (2) weeks or two (2) blocks of one (1) week during prime time. A block is defined as Monday to Sunday. Prime time is

defined as June 15<sup>th</sup> to September 15<sup>th</sup>. For the purpose of clarity, requests for partial weeks or single days of vacation shall be considered as one (1) week for the purpose of the limit on vacation during prime time. The Nurses' vacation bank will be reduced according to the Nurses' scheduled shifts for that vacation block.

- 7. No individual days or recognized holidays will be considered until all requests for blocks are honoured in prime time as defined above in point 6.
- 8. As permitted by point 7, individual days or recognized holidays can be scheduled during prime time, as defined in point 6, or at any other time during the work year. The Employer shall not unreasonably withhold the approval of individual vacation days or recognized holidays.
- 9. Requests for vacation submitted after March 15<sup>th</sup> and September 15<sup>th</sup> respectively for the two vacation schedule periods must be submitted at least two weeks in advance of the time requested and will be considered on a first come, first serve basis as follows:
  - (a) The nurse shall submit a written vacation request to the scheduling clerk
  - (b) The Director of Nursing or delegate shall confirm the nurse's vacation entitlement and the scheduling clerk will provide the part-time nurse union representative with a list of those shifts that require coverage
  - (c) The part-time union representative will provide the scheduling clerk with a proposed schedule that shows those nurses who have agreed to cover the requested shifts
  - (d) If approved, the Director of Nursing or delegate will post the revised vacation schedule.

This Letter of Understanding will automatically expire at the end of the term of the collective agreement unless renewal is specifically negotiated.

Signed at Cayuga, Ontario this 15<sup>th</sup> day of April 2011.

For the Employer:

[Signature]  
[Signature]  
[Signature]  
[Signature]

For the Union:

[Signature]  
Catherine Hill  
 \_\_\_\_\_  
 \_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**The Corporation of Haldimand County  
(Grandview Lodge)  
(the "Employer")**

and:

**Ontario Nurses' Association  
(the "Union")**

**Re: Meal Period Interruptions**

The employer will consult with the union and implement new practices to minimize the interruption of meal periods. The established practice related to overtime payment for interrupted meal periods will continue.

The issue of meal period interruptions will be placed and remain on the Labour Management Committee Agenda until both parties agree that all concerns have been addressed.

This Letter of Understanding will automatically expire at the end of the term of the collective agreement unless renewal is specifically negotiated.

Signed at Cayuga, Ontario this 5<sup>th</sup> day of Apr. 2011.

For the Employer:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

For the Union:

[Signature]  
Catherine Hill  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**The Corporation of Haldimand County  
(Grandview Lodge)  
(the "Employer")**

and:

**Ontario Nurses' Association  
(the "Association")**

**RE: Whistleblower 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 allegations of wrongdoing, nurses will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations.

Signed at Cayuga, Ontario this 15<sup>th</sup> day of April 2011.

For the Employer:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

For the Union:

[Signature]  
Catharine Hill  
\_\_\_\_\_  
\_\_\_\_\_