

COLLECTIVE AGREEMENT

Between:

**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
H. J. McFARLAND MEMORIAL HOME**
(hereinafter referred to as the "Employer")

And:

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

FULL TIME and PART TIME

EXPIRY: MARCH 31, 2008

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the exclusive collective bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Corporation of the County of Prince Edward at the H.J. McFarland Memorial Home in the Township of Hallowell, save and except the Director of Nursing, persons above the rank of Director of Nursing and persons regularly employed for not more than twenty-four (24) hours per week.
- 2.02 A registered nurse is defined as a person who is registered by the College of Nurses in accordance with the *Regulated Health Professions Act*, as amended.
- 2.03
- (a) The Employer will assign at least the same number of bargaining unit tours that were scheduled on each shift of each day of the last week ending prior to March 31, 1999;
 - (b) In the event the Employer cannot meet their commitment, it shall so notify the Union and fully disclose the reasons thereof.
 - (c) If the failure to staff is a legitimate recruitment issue, there shall be no violation of this Agreement. The Employer will make best efforts to recruit a replacement.
 - (d) Further, if there is a significant reduction in beds, occupancy levels or funding below the levels in effect as of March 31, 1999, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is no greater than necessary to offset the funding reduction.
 - (e) It is understood that this provision does not restrict the exercise of management's rights to make staffing and work assignment decisions on a day-to-day basis.
 - (f) If there is any other reason for the failure to staff in accordance with this article, the Union and Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.
 - (g) The Arbitrator/Arbitration Board will have authority to determine whether the reduction in staffing was appropriate and shall have jurisdiction to award an effective remedy.

- (h) The assignment of patient duties, including the delegation or direction of duties by members of the bargaining unit to other health care providers, shall be in accordance with the *Regulated Health Professions Act* and related statutes and regulations and in accordance with the guidelines established by the College of Nurses of Ontario from time to time and any Employer policy related thereto shall meet those requirements.

2.04 The word "nurses" when used throughout this agreement shall mean persons included in the above-described bargaining unit.

Wherever the collective agreement makes a reference to "registered nurses" such references shall be amended to reflect the appropriate designation established by the *Regulated Health Professions Act*.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that the management of the Home, including the direction of the working forces, is fixed with the Home, and shall remain exclusively with the Home, except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer:

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Home;
- (b) To maintain order, discipline and efficiency, and to make reasonable rules and regulations governing the employees, which shall be communicated to them;
- (c) To generally direct the working forces at any time, determine the number of shifts required, the job content, the establishment of work or job assignments, to determine the qualifications of an employee to perform any job, to decide on the number of employees needed by the Employer at any time, the number of hours to be worked, when overtime shall be worked, and to decide on the use of new or improved or changed methods in equipment;
- (d) To hire, discharge, retire, transfer, promote, demote, suspend or otherwise discipline employees, provided that the claim by an employee, who has acquired seniority, that she or he has been disciplined or discharged unjustly, may be the subject of a grievance, dealt with as hereinafter provided.

3.02 It is agreed that management functions shall not be exercised contrary to the express provisions of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practised with respect to any employees by reason of age, race, creed, colour, national origin, religion,

political affiliation, sexual orientation, sex, marital status or any grounds prohibited by the *Human Rights Code* of Ontario.

The Employer and the Union will continue its policy of no discrimination within the meaning of the *Ontario Human Rights Code*, as amended from time to time, or by reason of her or his membership or non-membership in activities or lack thereof on behalf of the Union or any of its affiliated organizations, or while exercising their rights under the Collective Agreement.

4.02 The Employer agrees that no members of management will seek by interference, restriction or coercion to persuade an employee not to exercise her or his rights under this Collective Agreement.

4.03 The Union agrees that there will be no Union activity on the premises of the Employer without prior written approval being given by the Employer or as specifically permitted by this Agreement.

ARTICLE 5 - NO STRIKES AND LOCKOUTS

5.01 The Union agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES

6.01 The Employer will recognize the following representation:

- (a) One (1) union representative (one from the full time bargaining unit and one from the part time unit). Upon mutual written agreement of the parties, the foregoing number may be altered from time to time. The union representative shall also comprise the grievance committee.
- (b) A negotiating committee of two (2) employees who shall represent both the full time bargaining unit and the part time bargaining unit.
- (c) A Nursing Committee composed of two (2) employees and an equal number of representatives of the Employer. Meetings of this Committee shall be held at the request of either party, but at least every other month. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairpersons shall rotate between the parties. The parties further agree that suitable subjects for discussion at the Joint Labour Management Committee will include aggressive residents.

6.02 The Employer agrees that to the extent that it applies to its operations, it will abide by the provisions of the *Occupational Health and Safety Act, 1978*.

- 6.03 The Union will supply the Employer with the names of their representatives and any changes thereto, and the Employer shall not be required to recognize such representatives until notified, in writing, by the Union of their appointment.
- 6.04 The Employer acknowledges the right of the Union to appoint or to otherwise select not more than two (2) representatives to assist with respect to the investigating or processing of grievances, and renegotiation of this Agreement. The Union acknowledges that union representatives, members of the Grievance Committee, and members of the Negotiating Committee, have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without obtaining the permission of their immediate supervisor, which permission shall not be unreasonably withheld and, when resuming their regular duties, will report to their immediate supervisor so that the length of time they are absent from their regular duties will be under reasonable control. Provided that representatives comply with the above conditions, they will not lose money for time spent in the processing of grievances, attendance at negotiation sessions, or other meetings with the Employer held at a time that the representatives were scheduled to work. Payment for negotiation sessions will be up to and including mediation provided the employees are scheduled to work.
- 6.05 The Association Committees shall have the right to have the assistance of representatives or consultants from the Ontario Nurses' Association.
- 6.06 A union representative will be given the opportunity of interviewing a new employee once during the first three (3) weeks of employment for a period of not more than fifteen (15) minutes. The new employee shall be obligated to attend such meeting. The Employer shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place of each such interview.
- 6.07 All references to representatives and Committee members in this Agreement shall be deemed to mean representatives and Committee members of the duly chartered local.
- 6.08 All joint Employer Association meetings shall be scheduled where practical during the nurse's regular working hours. The Employer will provide replacement staff where operationally required.

ARTICLE 7 - UNION SECURITY

- 7.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each employee. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association monthly, within fifteen (15) days after the deduction, its cheque for the dues so deducted. The Union shall indemnify and save the Employer harmless with respect to any liability for dues so deducted and remitted.
- 7.02 Along with the remittance of the first dues deduction in accordance with Article 7.01, the Employer shall forward a list to the Union showing the names, addresses, and social insurance number for each employee for whom dues have been deducted. Thereafter the Employer shall notify the Union, with each subsequent remittance, of

any changes to the original list and reasons for same (i.e. change of status, leave of absence, termination, etc.).

- 7.03 Prior to effecting any changes in rules or policies which affect nurses covered by this agreement the Employer will discuss such changes with the Association and provide copies to the Association.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

- 8.01 A grievance shall be defined as any matter arising out of this Agreement or concerning the interpretation, application, administration or alleged violation of this Agreement.

- 8.02 Any employee may present a complaint at any time to the Director of Nursing without recourse to the formal written procedure contained herein. Failure to comply with this step or the manner in which it is complied with, shall not interfere with the formal grievance procedure, nor shall this step be subject of preliminary objections in any arbitration hearing. At any stage in the grievance procedure, including the complaint stage, the employee may be accompanied by her or his union representative.

- 8.03 Grievances shall be registered with the Employer as follows:

STEP 1

An employee(s) may present a grievance in writing to the Home Administrator. Such grievance must be presented within ten (10) days of the date of the event giving rise to the grievance. The Home Administrator shall render a decision in writing within ten (10) days following the day in which the grievance was submitted. If this decision is unsatisfactory to the employee(s) or the Union, Step 2 may be followed within ten (10) days.

STEP 2

The grievance in writing shall be referred to the County Administrator of the Home or designate who shall call a meeting of the Grievance Committee within ten (10) days following the filing of the grievance. Within three (3) days following the meeting or within five (5) days following submission to the Administrator if no such meeting is held, the County Administrator shall reply in writing to the employee(s), the Chairperson of the Grievance Committee, and the Labour Relations Officer. If the decision is unsatisfactory to the employee(s) or the Union, it may be referred to arbitration.

- 8.04 If the Union or the Employer so wishes, they may present any grievance in writing in the form of a policy grievance at Step No. 2 of the Grievance Procedure.

- 8.05 Notwithstanding any other provision in this Article should the Employer discharge, or discipline for just cause, an employee's notification by the Employer to such employee shall be made in the presence of the union representative in the employ of the Employer. The employee and the Union shall be provided with written reasons for discharge or discipline. Should the employee wish to file a grievance against the

discharge or discipline, it shall be reduced in writing, and filed within five (5) days of the date of discipline or discharge with the Administrator of the Home.

- 8.06 (a) Before any grievance is submitted to arbitration, the parties may meet with a Grievance Mediator in order to attempt to resolve such grievance. The parties may refer any number of outstanding grievances to the Grievance Mediator for possible resolution. Each party shall pay one half (1/2) of the fees and expenses of the Grievance Mediator.
- (b) When either party requests that a grievance be submitted to arbitration, the grievance shall be submitted to one of the following panel of sole Arbitrators:
- Gail Brent
Felicity Briggs
Jane Devlin
Paula Knopf
Louisa Davie
- If a grievance has already been submitted to one of the Panel of Arbitrators, then any subsequent grievances shall be submitted to the next Arbitrator on the Panel. In order to accept an appointment, the Arbitrator must agree to render an award within thirty (30) days of the last day of hearing.
- (c) In the event that the parties mutually agree to refer a grievance to a tripartite Arbitration Board, the party requesting arbitration shall advise the other of its nominee to the Arbitration Board. Within ten (10) days thereafter, the other party shall answer in writing, indicating the name and address of its appointee to the Arbitration Board. The Chair shall be selected from the Panel of Arbitrators set out in paragraph (b) above.
- (d) Once appointed the Arbitration Board or single Arbitrator shall have all the powers set out in Section 50 of the *Labour Relations Act* including the power to mediate/arbitrate the grievance and to limit evidence and submissions.
- 8.07 Each party shall pay the costs and expenses of its appointees and the costs and expenses of the Chairperson shall be borne equally by the parties.
- 8.08 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.09 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.10 Any time limit referred to in the grievance and arbitration procedures shall be exclusive of Saturdays, Sundays and holidays observed by the Employer.
- 8.11 The parties may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.

- 8.12 The time limits set out in the grievance and arbitration procedures provided for in this Agreement are mandatory and shall be followed in all cases. Notwithstanding the above, the time limits herein may be extended by the written mutual agreement of the parties.

ARTICLE 9 - JOB SECURITY

- 9.01 Seniority for full-time employees shall be defined as the length of employment since last date of hire.
- 9.02 New employees shall be on probation for a period of 450 hours worked. The employment of probationary employees may be terminated at any time at the discretion of the Employer. The Employer in exercising this right however, shall not act in a discriminatory, arbitrary or bad faith manner. On completion of the probationary period, the employee shall be credited with seniority back to the date he or she was hired. Subject to the above, a probationary employee may grieve their termination.
- 9.03 The Employer will keep up-to-date seniority lists for employees in the bargaining unit and post the same in a conspicuous place after the execution of this Agreement and by August 1st of each year.
- 9.04 (a) An employee shall lose all seniority and shall be deemed terminated if he or she:
- i) resigns;
 - ii) is discharged and not reinstated;
 - iii) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
 - iv) is laid off for more than twenty-four (24) calendar months;
 - v) retires;

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

- (b) i) Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:
- A) when on approved leave of absence without pay, not provided for in (b) above;
 - B) when absent due to layoff for a period of twenty-four (24) calendar months;

Seniority Retained and Accumulated

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

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

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

9.05 If the Employer decides to fill a vacancy or create a new position in the bargaining unit, the Employer will post a notice thereof for seven (7) calendar days prior to making an appointment to the position in order that any interested employee may apply. If no qualified employee from either the full time or part time bargaining unit applies, the Employer may then hire a new employee. The name of the successful applicant shall be posted by the Employer. Nothing in this Article prohibits the Employer from temporarily hiring an employee to work during the time for compliance with the posting procedure.

9.06 It shall be the sole responsibility of the employee to leave her or his latest address and telephone number with the Administrator or the Employer.

9.07 In all cases of transfer or promotion, the following factors shall be considered:

- (a) skill, ability, qualifications and experience;
- (b) seniority.

Where the factors in (a) are relatively equal, (b) shall govern.

9.08 Lay-off and Recall

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

Full-time layoffs shall be separate from Part-time layoffs. Notwithstanding this provision, when Full-time or Part-time employees choose to bump and there are no employees with less seniority on the applicable Full-time or Part-

time seniority list as the case may be, then the lists will be merged for purposes of bumping.

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

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

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

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

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

(b) Lay-off and Recall - Long Term

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

- i) provide the Union with at least ninety (90) days written notice.
- ii) meet with the Union to review the following:
 - A) the reasons causing layoff;
 - B) the service which the Home will undertake after the layoff;
 - C) the method of implementation, including areas of cutback and the employees to be laid off.

(c) It is understood that permanent or long term nature means a layoff which will be longer than thirteen weeks. In the event of a layoff of a permanent or long term nature, the

Home shall:

- i) provide to the affected employee(s), if any, no less than ninety (90) days written notice of layoff, or pay in lieu thereof.

(d) Severance pay will be in accordance with the provisions of the Employment Standards Act.

9.09 Positions Outside the Bargaining Unit

- (a) An employee, who has been requested to substitute temporarily in a classification that is excluded from the bargaining unit, may refuse to do so. If she or he consents, she or he shall be deemed to be covered by the Collective Agreement.
- (b) An employee who is transferred to a position outside of the bargaining unit for a period of not more than one year shall retain, but not accumulate her seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, she shall be credited with the seniority held at the time of transfer and resume accumulating from the date of her return to the bargaining unit. She shall also retain her last date of hire with the Employer for the calculation of salary and any monetary benefits.
- (c) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her return to the bargaining unit.
- (d) In the case of employees who are employed by the Home in a position outside of the bargaining unit as at (date) such employees shall be credited with seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit if such return occurs prior to April 30, 1997.
- (e) In the event that an employee is transferred out of the bargaining unit under (b) above for a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that the period of time referred to above may be extended by agreement of the parties.
- (f) The Employer agrees to provide adequate orientation to an employee to fill the role of these positions.

9.10 Part time employees shall be given the first opportunity to fill temporary vacancies. The Employer will outline to the employee selected to fill a temporary vacancy, the conditions and durations of such vacancy. Such temporary vacancies need not be posted.

9.11 All benefits and other credits obtained under the Agreement shall be retained and transferred with the employee if she or he changes her or his status from full-time to part-time and vice versa.

ARTICLE 10 - EMPLOYEE FILES

10.01 In the event that it is deemed necessary by the Employer to censure an employee by way of written warning, the Employer shall, provide the employee with a copy of the written warning, and at the same time, forward a copy to the Association. Once such

written warning or censure is removed from an employee's record, it shall not thereafter be used against her.

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

10.02 Upon request by an employee, the employee may examine her or his personnel file by pre-arranged appointment with the Administrator.

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

ARTICLE 11 - LEAVES OF ABSENCE

11.01 Personal

The Employer may grant a request for leave of absence, without pay and without loss of, or accrual of seniority after thirty (30) days' leave, upon written request, on reasonable notice, by the employee as provided in writing by the Employer. Requests shall not be unreasonably denied.

11.02 Bereavement Leave

(a) An employee who notifies the Employer as soon as possible following a bereavement shall be granted up to three (3) working days' off without loss of regular pay for grieving the death of a member of his/her immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. The Employer, in its discretion, may extend such leave with or without pay.

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

Such leave shall be for the purpose of making arrangements for and/or attending the funeral. Pay shall be at the employee's regular rate and only the regular working time missed shall be paid for.

(b) When an employee is unable to, due to distance of travel, attend a funeral of a member of her or his immediate family as defined in Article 11.02 (a), she or he shall be entitled to leave for mourning on the day of the funeral without loss of pay.

- (c) An employee may be granted an unpaid leave of absence of up to seven (7) days where required, because of distance, to travel to attend the funeral.

11.03

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period to a maximum of thirty tours (two hundred and twenty-five (225) hours for employees whose regular hours of work are other than the standard work day).

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

- (e) The Employer may request an employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub, as proof that she is in receipt of Employment Insurance Pregnancy Benefits, and shall continue while the employee is in receipt of such benefits to a maximum period of fifteen (15) weeks. Normal weekly hours shall be

determined by the average number of hours an employee working during the E.I. benefit determination period.

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

11.04

Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) An employee who has taken a pregnancy leave as provided for above, is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the *Employment Standards Act*. An employee who is eligible for a parental leave who is the natural father or adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.
- (c) The employee shall be reinstated to his or her former position, unless her or his former position has been discontinued, in which case she or he shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided to a maximum of thirty (30) tours (two hundred and twenty-five (225) hours for employees whose regular hours of work are other than the standard work day).

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

- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act* shall be paid a supplementary employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her or his regular weekly

earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Home of the employee's Employment Insurance cheque stub is proof that she or he is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks. Normal weekly hours shall be determined by the average number of hours an employee working during the E.I. benefit determination period.

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

- (f) Employees will be entitled to a parental leave (including pregnancy leave) for a total period of twelve (12) months. Service and seniority will continue to accrue for a period of twelve (12) months. Employees will be eligible for such leave if the requirements in 11.03 and 11.04 are met.

11.05 Jury and Witness Duty

If an employee is required to serve as a Juror in any Court of law or is required to attend as a witness in a Court proceeding in which the Crown is a party, or, if as a result of the employee performing her or his duties at the Home, she or he is required by subpoena to attend a Court of law or Coroner's Inquest, or is subpoenaed to appear at the College of Nurses, the employee will receive pay for those days of her or his regular schedule during which she or he is required to be absent, provided that such employee promptly repays the amount (other than expenses) paid to her or his for such service or attendance to the Employer, and presents proof of service requiring her or his attendance.

Where an employee is required by the employer to attend any meetings with the Employer's counsel in preparation for a case which either arises from an employee's employment with the employer or otherwise involves the employer, the employer will make every reasonable effort to schedule such meetings at the Home during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her regularly scheduled hours, the employee shall be deemed to be at work for the time required to attend such meetings, including any travel time, and she or he shall be paid at regular or overtime rates, as applicable.

11.06 Union Leave

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

Leave of absence will be granted according to the following:

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

- ii) The aggregate total shall not exceed twenty (20) days in any calendar year.
- iii) The Employer shall not be responsible for overtime payment for any employee who may be required to work in place of another employee who is absent on Union business.
- iv) The Union will give at least two (2) weeks notice when possible.

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

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

(c) Leave of Absence for the President of the Ontario Nurses' Association

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

- (d) The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses (a), (b) and (c) above, and will bill the Union for such salary, as well as E.I., C.P.P., E.H.T., and W.C.B. premiums, and pension contributions. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee.

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

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

11.07 Leave of absence with pay may be granted by the Home in order to enable employees to attend workshops and other educational functions provided the workshops and educational functions relate to the duties and responsibilities of the employee at the Home and provided that the employee has received the prior approval of the Home prior to attendance. Selection of employees to attend such workshops and educational functions shall be made on an equitable basis from those who apply to attend such programs.

Education Reimbursement

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

Full-time employees	Up to \$100.00
Part-time employees	Up to \$50.00

Such payments shall be tax free if allowed by law.

11.08 Leave of absence for family illness without pay will be given up to five (5) days per calendar year. This would be for illness of a spouse or child. The employee requesting such leave shall give as much notice to the employer as possible in the circumstances.

11.09 Classifiers

Employees seeking to be appointed by the Province as classifiers shall have their applications co-signed by the Employer. Subject to operational requirements employees offered such assignments by the Province will be granted leave without pay. On the basis that the Employer will be fully reimbursed for any such leave by the Ministry of Health, the Employer will maintain the employee's regular straight time wages and will provide full accumulation of seniority and service and as well as all other benefits under the collective agreement. If such leave is not fully funded by the Ministry of Health, it shall be without pay and subject to the effect of absence language.

11.10 Quality Assurance Program

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

ARTICLE 12 - PAID HOLIDAYS

12.01 (a) The recognized paid holidays for this Agreement shall be:

New Year's Day	Civic Holiday (1st Monday in August)
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

(b) Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay multiplied by the number of hours for a single tour of duty as set out in Article 15.01.

- 12.02 If a paid holiday falls, or is observed, during an employee's vacation period, she or he shall be granted an additional day's vacation for each holiday, in addition to her or his regular vacation time, or at a time mutually agreed by the Employer and the employee.
- 12.03 In order to qualify for holiday pay, as set out in this provision, an employee must be at work during her or his regularly scheduled shift immediately preceding the holiday and the regularly scheduled shift immediately following the holiday, unless she or he is absent due to verified illness, vacation or paid leave of absence.
- 12.04 In order to be eligible for statutory holiday pay as set out in Article 12, an employee covered by this Agreement must have worked twelve (12) tours of duty within the twenty eight (28) days immediately preceding the statutory holiday.
- 12.05 Where an employee works on a paid holiday, the Employer will pay the employee, for each hour worked on the paid holiday, at time and one-half her or his regular hourly rate.
- 12.06 When an employee works on a holiday, or when a holiday falls on a scheduled day off, the Employer shall make every reasonable effort to schedule paid compensation time off concurrently with scheduled weekends off, vacation or at a time mutually agreeable between the employee and the Employer.
- 12.07 The Employer shall make every reasonable effort to arrange paid holidays off as equitably as possible among employees.
- 12.08 Unless otherwise requested by an employee, the Employer shall, if possible schedule paid holidays as follows:
- (a) If an employee is scheduled off on a paid holiday which occurs on a Monday or Friday, if possible, she or he shall not be scheduled to work the Saturday and Sunday in conjunction with the holiday.
 - (b) If an employee is scheduled to work on a paid holiday which occurs on a Monday or a Friday, if possible, she or he will be scheduled to work the Saturday and Sunday in conjunction with the holiday.
- 12.09 A tour that begins or ends during the 24 hour period of the above holidays where the majority of hours worked falls with in the holiday shall be deemed to be work performed on the holiday for the full period of the tour.
- 12.10 An employee may accumulate not more than five (5) lieu days which, upon the agreement of the Employer and the employee, maybe taken at her or his request concurrently or added to her or his vacation.

ARTICLE 13 – VACATIONS

- 13.01 (a) For the purpose of calculating eligibility, the vacation period will be the period from July 1 to June 30 of the following year.

- (b) A blank vacation schedule will be posted on or before April 1 of the year. Employees will indicate their preference for vacations on the schedule by April 15th. In cases of conflict of preference, seniority will govern. The vacation schedule will be posted by May 15th and shall not be altered without the consent in writing of the employee or employees concerned and the Employer. The Employer retains the right to schedule vacations so as to always meet its staffing requirements.
- (c) Employees shall be granted vacation time and vacation pay as follows:
 - i) Employees who have completed less than one (1) year shall be entitled to a vacation on the basis of 1.25 days (9.375 hours for employees whose regular hours of work are other than the standard work day), for each completed month of service with pay in the amount of six (6%) percent of gross earnings;
 - ii) Employees who have completed one (1) or more years of full-time continuous service shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay (112.5 hours pay for employees whose regular hours of work are other than the standard work week);
 - iii) Employees who have completed three (3) or more years of full-time continuous service shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay (150 hours pay for employees whose regular hours of work are other than the standard work week);
 - iv) Effective April 23, 2007, employees who have completed fourteen (14) or more years of full-time continuous service shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay (187.5 hours pay for employees whose regular hours of work are other than the standard work week).
 - v) Effective April 23, 2007, employees who have completed twenty-three (23) or more years of full-time continuous service shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay (225 hours pay for employees whose regular hours of work are other than the standard work week).
 - vi) Effective March 31, 2008, employees who have completed thirty (30) years or more of full-time continuous service shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks pay.
- (d) An employee may accumulate a portion of annual leave to be taken in subsequent years, but no accumulation will exceed fifteen (15) working days at any one time. Any arrangement by an employee to accumulate vacation leave must be authorized by the Employer.
- (e) All normal deductions made from an employee's pay will be made from the vacation pay. An employee may request vacation pay before leaving on vacation, however if she or he fails to do so, she or he will be paid on the regular pay day.

- (f) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following conclusion of the employee's vacation.
- (g) In the event of conflict, seniority will prevail.
- (h) Unless otherwise requested, the Employer shall make every reasonable effort to schedule as a weekend off, the weekend prior to and the weekend following an employee's vacation.
- (i) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against her or his vacation credits.
- (j) Should an employee become ill prior to the commencement of their vacation as supported by a medical certificate or hospitalized while on vacation, they may substitute available sick days for scheduled vacation.

ARTICLE 14 - SICK LEAVE AND LONG TERM DISABILITY

- 14.01 (a) Effective upon implementation of the Short Term/Long Term Disability Plan, any illness allowance credits standing to the credit of a full time employee under the current accumulation plan will be reduced to writing and given to each employee. She or he will be informed of her or his remaining balance in January annually.
- (b) The Employer shall assume total responsibility for providing and funding a short term disability (STD) insurance plan for all full time employees.
- (c) All full time employees with three months of continuous service are covered for up to seventeen (17) weeks. The full benefit period will be reinstated after an employee has returned to work for at least three (3) weeks, or if the subsequent illness is due to an unrelated illness. If an employee returns to work and within the three (3) week period her or his disability recurs, the remainder of the seventeen (17) week benefit period will apply.
- (d) Benefits begin the first day of any accident, hospitalization or illness. Employees shall be placed on the following grid for the schedule of benefits, in accordance with service earned. The schedule of benefits shall be as follows:

<u>SERVICE</u>	<u>100% BENEFITS</u>	<u># OF BENEFITS</u>
3 months to 1 year	-----	50% up to 17 weeks
1 year to 2 years	1 week	66-2/3% up to 16 weeks
2 years to 3 years	2 weeks	66-2/2% up to 15 weeks
3 years to 4 years	3 weeks	66-2/3% up to 14 weeks
4 years to 6 years	4 weeks	66-2/3% up to 13 weeks
6 years to 7 years	7 weeks	66-2/3% up to 10 weeks
7 years to 8 years	10 weeks	66-2/3% up to 7 weeks

8 years to 9 years	12 weeks	66-2/3% up to 5 weeks
10 years plus	17 weeks	-----

- (e) The existing unused sick leave credits may be applied by an employee to bring her or his earnings up to one hundred percent (100%) for purposes of topping up STD, LTD, or *Workplace Safety and Insurance Act* benefits, and an appropriate deduction will be made from her or his bank.
- (f) An employee may be required to produce a satisfactory medical certificate in order to qualify for sick leave benefits, where absence due to illness exceeds two (2) days.
- (g) In case of prolonged illness, the employee shall submit such periodic reports on his/her condition as the Employer may require.
- 14.02 (a) Effective December 1, 2000, the Employer will pay one hundred percent (100%) of the premium cost for providing and funding of a long term disability (LTD) insurance plan for all full time employees.
- (b) The plan shall provide coverage for sixty-six and two-thirds percent (66-2/3%) of an employee's gross earnings, subject to a maximum benefit of \$5000.00 per month, and shall be payable when an employee is totally disabled from performing all of the functions of her or his own occupation for a maximum of two (2) years; thereafter LTD benefits will be payable if the employee is totally disabled from engaging in any gainful employment for which she or he is or becomes qualified by education, training, or experience. LTD benefits will be offset by primary benefits payable from other group plans only to the extent that the total benefits payable would exceed ninety percent (90%) of earnings. Payment to the employee will begin after seventeen (17) weeks of continued illness or disability and will continue as long as she or he is disabled or until she or he reaches age sixty-five (65) years, whichever occurs first.
- 14.03 (a) The sick leave credit plan described in Articles 14.01 to 14.03 of the full time collective agreement for the period ended May 19, 1989, is replaced by the Short Term Disability (STD) and Long Term Disability (LTD) provisions set out above, effective the date of the supplementary interest award (June 1, 1992), after which no further accumulation of sick leave credits for full time employees shall occur.
- (b) As of the date of this award, the cash value of all banked sick leave credits will be frozen. The said cash value shall be calculated by multiplying the number of credits in the employee's bank (subject to a maximum of 200 days) by the hourly rate for that employee set out in Appendix "A" to the Collective Agreement for the period ended May 19, 1991, times seven point five (7.5).
- (c) Fifty percent of the cash value of the employee's banked sick leave credits shall be paid to the employees over a three year period, commencing with the second pay period after the release of the supplementary award of the Arbitration Board.

- (d) An employee will forfeit the remaining cash value of her or his banked sick leave credits, if any, if she or he is discharged for cause or if her or his employment is terminated for any reason with less than five years service or seniority.
- (e) The employee's bank of sick leave credits may be used by an employee to bring her or his earnings up to one hundred (100%) percent, for the purpose of topping up STD, LTD, or *Workplace Safety and Insurance Act* benefits, and an appropriate deduction shall be made from her or his bank by the employer.

ARTICLE 15 - HOURS OF WORK

- 15.01 (a) A regular tour of duty shall be seven and one half (7-1/2) hours per day exclusive of a one-half (1/2) hour unpaid meal period. It is understood that an employee will be available for a short time to a maximum of fifteen (15) minutes at the conclusion of each shift for the purpose of report.
- 15.02 The Employer will arrange shifts such that there will be a minimum of sixteen (16) hours between tours.
- 15.03 Work schedules shall be posted at least two (2) weeks in advance and once posted will not be changed without consent of both parties except in the case of emergency.
- 15.04 No employee will be required to work more than two (2) consecutive weekends without having the third (3) weekend off unless that employee is regularly scheduled to work weekends. The Employer will endeavour to continue to schedule employees to work only one weekend in three, unless an employee wishes to work more weekends. If an employee wishes to work more weekends, the employee shall not be entitled to any premium pay to which she or he may otherwise be entitled.
- 15.05 Rest periods - There shall be two (2) paid rest periods of fifteen (15) minutes in each full shift and pro-rated for employees working less than a full shift.
- 15.06 If an employee reports for work at a scheduled time and no work is available, such employee will be entitled to a minimum of four (4) hours' pay at the employee's regular hourly rate, provided that the Employer may assign work to the employee for the four (4) hour period.
- 15.07 **Call Back**

Where an employee is called back to work after having left the premises and before commencing her or his next regular shift, she or he will be given a guaranteed minimum of four (4) hours at time and one half (1-1/2) the straight time hourly rate for such call back.
- 15.08 (a) Approved overtime shall be paid for all hours worked in excess of seven and one half (7-1/2) hours per day at the rate of time and one half the employee's regular rate of pay. Approved overtime shall be paid for all hours worked in excess of seventy-five (75) hours in a two week period at the rate of time and one half the employee's regular rate of pay. This article does not apply

to the short periods of time for the purposes of report referred to in Article 15:01.

- (b) In the event that employees of their own accord, for their own personal convenience, arrange to change shifts with other employees, the Employer agrees to allow employees, upon written application, to do so provided that the employees have obtained the prior approval of the Employer, and that such alterations and amendments will not result in payment of premium pay to any employee.
- (c) Employees who work overtime will not be required to take time off in regular hours to make up for overtime work.
- (d) Effective December 31, 2002, when an employee works overtime on a tour for which she receives premium pay she shall be compensated at two (2) times her regular straight time hourly rate.
- (e) Overtime work shall be voluntary.
- (f) A weekend off shall be defined as a minimum of fifty-six (56) consecutive hours off duty commencing no later than 2300 hours on Friday.
- (g) Where an employee has worked and accumulated approved overtime hours, such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half (1-1/2) then time off shall be at time and one-half (1-1/2). Where an employee chooses equivalent time off, such time off shall be taken at a time which is mutually agreeable to the employee and the Employer.
- (h) An employee shall not be required to work more than seven (7) tours without having a tour off. An employee shall be paid at the rate of time and one half (1-1/2) her or his regular straight time hourly rate for an eighth subsequent and consecutive tour worked until it is arranged for the employee to be off duty.
- (i) The Home will make every reasonable effort to schedule a period of forty-eight (48) hours off after night shifts. Failure to make every reasonable effort to schedule 48 hours off after night shifts will result in premium pay at the rate of time and one-half (1-1/2) the regular straight time hourly rate on the next tour.
- (j) Split tours will not be scheduled.

15.09 The preceding clauses are intended to define the normal hours of work and shall not be construed as a guarantee of hours or days of work per week.

15.10 (a) Full-time employees will receive time and one half (1 ½) her or his regular straight time hourly rate for all hours worked on a third and subsequent consecutive weekend save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such employee has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of shifts with another employee.
- (b) It is understood that employees will be required to work either Christmas or New Year's.

The Employer shall make every reasonable effort to schedule employees such that they will receive at least five (5) consecutive days off at Christmas or New Year's unless the employee requests otherwise. If possible, the Employer shall make every reasonable effort to schedule time off at Christmas to include December 24, 25, and 26, and time off at New Year's Day to include December 31 and January 1.

The schedule for Christmas and New Year's times shall be posted no later than November 30th of each year.

- (c) The Employer agrees not to change the tours of duty for presently employed employees working on permanent tours except by mutual agreement unless the reasonable dictates of the efficient operation of the institution require otherwise.
- (d) Any employee who arrives up to two (2) hours after the commencement of a tour because of being called with short notice shall be compensated for the full tour.

ARTICLE 16 - BENEFIT PLANS

- 16.01 (a) The Employer agrees to pay one hundred percent (100%) of the cost of premiums necessary for enrolment in the Ontario Health Insurance Plan, and seventy-five (75%) of the cost of premiums necessary for enrolment in the Extended Health Care Plan (semi-private) and effective March 31st, 1993, one hundred percent (100%) of the cost of premiums necessary for enrolment in Group Life Insurance equivalent to twice the value of the yearly salary of the employee to the nearest hundred dollars.
- (b) Effective April 23, 2007, the Employer will provide a Vision Care Plan providing for \$200.00 per person every twenty-four (24) months plus a contribution for eye examinations to a maximum of \$65.00 every twenty-four months, seventy-five percent (75%) Employer paid.
- (c) Effective April 23, 2007, the Employer will provide Hearing Aid coverage equal to \$300.00 lifetime per person (no loss of superior benefit) 75% premiums paid by the Employer.

- (d) Effective April 23, 2007, the plan will include a paramedical coverage for massage therapy, chiropractic and physiotherapist to a maximum of \$300.00 per service per year for each person.
- (e) Effective April 23, 2007, reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.
- (f) Add a deductible of \$22.50 for single and \$35.00 for family per year for Extended Health Care.

16.02 The Employer agrees to 75% of the cost of the premiums for enrolment in a plan at least equivalent to Blue Cross Dental #9, current ODA schedule as amended, and the employees hereby consent to have the remaining 25% of the cost of such premiums deducted from their pay cheques.

Effective December 31, 2002, the dental plan will provide for recall oral examinations once every nine (9) months (adults only).

Effective January 1, 2004, Bridges, Crowns, Inlays at fifty percent (50%) co-insurance to \$1000.00 cap will be added to the existing dental plan.

Effective April 23, 2007, complete and partial dentures are covered at fifty percent (50%) co-insurance to one thousand dollars (\$1000) maximum per person annually. Effective April 1, 2007, increase coverage to Crowns, bridgework and repairs to same (major restorative) fifty percent (50%) co-insurance to one thousand five hundred dollars (\$1500) maximum per person annually.

- 16.03 (a) The Employer agrees to 50% of the cost of the premiums for enrolment in the Accidental Death and Dismemberment Insurance Plan equivalent to one times salary (maximum \$35,000) and the employees hereby consent to have the remaining 50% of the cost of such premiums deducted from their pay cheques.
- (b) The Employer and eligible Employees will make equal contributions to the Ontario Municipal Employees Retirement System Pension Plan.

16.04 Eligibility for the benefits referred to in Article 16.01, 16.02 and 16.03 shall be subject to the terms and conditions of the benefit plan. The Employer will provide each employee and the Union with copies of policies of insurance providing coverage to the Union, upon request.

16.05 The Employer shall notify the Union of any change in insurance carriers, and any such change shall not result in lesser benefits than those outlined in the Agreement.

16.06 The Employer agrees to provide each employee and the Union with information booklets outlining all of the current provisions in the Benefit Plans defined in Article 16.01, 16.02 and 16.03.

- 16.07 The Employer will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 11.03 and for a period of up to thirty-five (35) weeks while a nurse is on parental leave under Article 11.04 provided the employee continues to pay his/her share of the premiums.
- 16.08 Semi-private hospital insurance and extended health care benefits will be extended to active full-time nurses from the age of sixty-five (65), and up to the nurse's seventieth (70th) birthday, on the same cost share basis as applies to those nurses under the age of sixty-five (65). All other benefits shall cease at age sixty-five (65).
- 16.09 Nurses who are on layoff may continue to participate, for a maximum period of six (6) months from the date of layoff, in the Extended Health Care, Dental, Semi-Private and Accidental Death and Dismemberment benefit plans in which they were enrolled prior to layoff, provided the nurses make arrangements satisfactory to the Employer for the prepayment of one hundred percent (100%) of the cost of the premiums necessary to maintain such enrolment.

ARTICLE 17 – MISCELLANEOUS

- 17.01 The Employer shall provide a bulletin board for the use of the Union.
- 17.02 A copy of this Agreement, in mutually agreed form, will be issued to each employee, the cost of which will be equally borne by the Employer and the Union.
- 17.03 Pay days shall be every second week.
- 17.04 Aggressive Residents
- The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.
- The parties further agree that suitable subjects for discussion at the Joint Labour Management Committee will include aggressive residents.
- 17.05 Modified Duties
- When it has been determined that an employee will be returning to work on a modified/light/alternate work program the Employer will provide an opportunity for a representative Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employees' return to work. An employee's return to work will not be delayed because of the unavailability of an Labour Relations Officer or a member of the local executive.
- 17.06 Prior to effecting any changes in rules or policies which affect nurses covered by this agreement the Employer will discuss such changes with the Association and provide copies to the Association.

17.07 Criminal Reference Checks

Criminal reference checks, if required by statute or regulations for current employees, will be paid by the Employer.

ARTICLE 18 – WAGES

18.01 The Employer agrees to pay and the Union agrees to accept, on behalf of the employees, the wages set out in Appendix "A" attached hereto and forming part of this Agreement, for the term hereof.

ARTICLE 19 – ORIENTATION/INSERVICE/PROFESSIONAL DEVELOPMENT

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

A newly employed employee shall not be placed in charge, until she has been fully oriented to the home.

The following minimums shall be observed in the orientation of a newly-hired employee:

- i) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home on all three (3) shifts.
- ii) The period of orientation shall be for a minimum of seven (7) days. The Employer will not unreasonably deny requests for additional orientation.
- iii) She shall be scheduled as an additional employee to the usual staffing pattern.
- iv) The employee or employees involved in the orientation will confirm that it has been completed, and this will be noted on the newly-hired employee's personal file, which will be reviewed with such employee, and the employee shall also be able to comment.

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

(c) Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Home agrees that

necessary computer training will be provided at no cost to the nurses involved.

ARTICLE 20 - DURATION OF AGREEMENT

20.01 This Agreement will be in effect from April 1, 2004 until March 31, 2008 and will continue automatically for periods of one (1) year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date of its desire to amend or terminate this Agreement.

If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

SIGNING PAGE

Dated at Picton, Ontario this 6th day of June 2008.

FOR THE EMPLOYER


FOR THE UNION



Mayor



Labour Relations Officer





Bargaining Unit President





**PART-TIME ADDENDUM
COLLECTIVE AGREEMENT**

Between:

**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
(H. J. McFARLAND MEMORIAL HOME)
(hereinafter referred to as the "Employer")**

OF THE FIRST PART

And:

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

OF THE SECOND PART

ARTICLE 1 – RECOGNITION

1.01 The Employer recognizes the Ontario Nurses' Association as the exclusive collective bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Corporation of the County of Prince Edward at the H.J. McFarland Home at the Township of Hallowell, Ontario, regularly working for not more than twenty-four (24) hours per week, save and except the Director of Nurses, persons above the rank of Director of Nurses.

1.02 The form and content of all of the provisions of the Collective Agreement between the Employer and the Union covering full time employees shall be incorporated into this Agreement covering the employees referred to in paragraph 1.01 hereof, save and except the following:

Article 2.01, Article 9.01, Article 11.02, Article 11.04, Article 14 and Article 16.

ARTICLE 2 – SENIORITY

2.01 Seniority for regular part time employees shall be defined as the number of tours of duty with the Employer since last date of hire. It is recognized that two hundred (200) tours equals one (1) year of full time service.

2.02 A regular part time employee shall mean an employee who has made a written commitment to the Employer to be available on a pre-determined basis as required

by the Employer and in respect of who there is a pre-determined schedule. Such employee must be available to work a total of forty eight (48) weeks of the year (a year being the period July 1st to June 30th of the following year) which must include the month of December and, in addition, be available:

- (a) To work on any tour (unless otherwise agreed between the employee and the Employer);
- (b) To work at least two (2) weekends in a three (3) week period;
- (c) To work three (3) tours a week (unless otherwise agreed between the employee and the Employer);
- (d) To work either December 24, 25 and 26 (on the one hand) or December 31 and January 1 (on the other hand) in addition to four (4) other paid holidays per year.

2.03 A casual part time employee shall mean those employees who are employed on a relief basis.

An employee who has declared herself/himself available for any shift and later becomes unavailable for work shall notify the Employer as soon as this change of circumstances becomes known.

ARTICLE 3 - LEAVES OF ABSENCE

3.01 A regular part time employee shall be entitled to bereavement leave and jury duty leave in accordance with the provisions of Article 11.02 and 11.04 of the Collective Agreement between the Employer and the Union covering full time employees except that a regular part time employee shall only be paid for those days (during such leave of absence) for which she or he was actually scheduled to work.

ARTICLE 4 - PAID HOLIDAYS

4.01 In order to be eligible for paid holiday pay as set out in Article 12 of the Collective Agreement between the Union and the Employer covering full-time employees, an employee covered by this Agreement must have worked twelve (12) tours of duty within the twenty eight (28) days immediately preceding the holiday.

ARTICLE 5 – VACATIONS

5.01 Employees covered by this Agreement shall be entitled to vacation leave in accordance with their seniority as set out in Article 13.01 of the Collective Agreement in force between the Employer and the Union covering full time employees. Vacation pay for employees covered under this Agreement shall be as follows:

- (a) Vacation leave in accordance with Article 13.01 (c) (i) - 6% of gross earnings;

- (b) Vacation leave in accordance with Article 13.01 (c) (ii) - 6% of gross earnings;
- (c) Vacation leave in accordance with Article 13.01 (c) (iii) - 8% of gross earnings;
- (d) Vacation leave in accordance with Article 13.01 (c) (iv) - 10% of gross earnings;
- (e) Vacation leave in accordance with Article 13.01 (c) (v) - 12% of gross earnings.
- (f) Effective April 23, 2007, vacation leave in accordance with Article 13.01 (c) (vi) - 14% of gross earnings.
- (g) Effective January 1, 2003, vacation pay shall be paid to part-time nurses on an accrual basis with each bi-weekly paycheque.

ARTICLE 6 – GENERAL

6.01 Where the provisions of the form and content of the Collective Agreement between the Employer and the Union covering full time employees contradicts the provisions of this Agreement, the provisions of this Agreement shall govern.

ARTICLE 7 - HOURS OF WORK

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


SIGNING PAGE


Dated at Picton, Ontario this 6th day of June 2008.

FOR THE EMPLOYER



Mayor








FOR THE UNION



Labour Relations Officer



Bargaining Unit President

APPENDIX 'A'**WAGES AND COMPENSATION**

A.01 Registered Nurses shall be compensated for service in accordance with the following salary grid:

Registered Nurse

	<u>April 1 2004</u>	<u>April 1 2005</u>	<u>25 Years Experience Effective January 1, 2006</u>	<u>April 1 2006</u>	<u>April 1 2007</u>
Start	23.11	23.80	23.80	24.51	26.80
1 Year	24.03	24.75	24.75	25.49	27.20
2 Years	25.30	26.06	26.06	26.84	27.65
3 Years	26.54	27.34	27.34	28.16	29.01
4 Years	27.81	28.64	28.64	29.50	30.38
5 Years	29.38	30.26	30.26	31.17	32.10
6 Years	30.94	31.87	31.87	32.83	33.81
7 Years	32.53	33.51	33.51	34.52	35.55
8 Years	34.76	35.80	35.80	36.87	38.07
25 Years			36.52	37.62	38.74

Effective December 31, 2002 the quantum of percentage in lieu shall be thirteen percent (13%) of the applicable straight time hourly rate for those who are not enrolled in the pension plan and nine percent (9%) of the applicable straight time hourly rate for those who are so enrolled.

A.02 A nurse who holds a Temporary or Provisional Certificate of Registration as a Registered Nurse shall be placed on the first step of the Registered Nurse's salary grid effective the date of hire.

A.03 All changes in salary, whether the result of promotion, demotion, filing with the employer of proof of registration, or attainment of a service anniversary, shall be effective on the date of such occurrence.

A.04 (a) i) Effective April 23, 2007, where the Director of Nursing, or the Administrator being a qualified Registered Nurse, are absent due to vacation, illness, leave of absence, or similar circumstances such that they are not available to be on call, an employee shall be designated to be in charge in the absence of the Director of Nursing or the Administrator and shall be compensated at the rate of one dollar and fifty cents (\$1.50) per hour.

ii) Effective April 23, 2007, when an employee is assigned the responsibility of Nurse-In-Charge on evenings, nights or weekends, she or he shall be paid a responsibility allowance of one dollar

(\$1.00) per hour in addition to her or his regular salary and tour differential.

(b) Shift Premium

Effective April 23, 2007, an employee shall be paid a shift premium of one dollar and thirty cents (\$1.30) for each hour worked on the evening shift and one dollar and forty cents (\$1.40) per hour for each hour worked on the night shift.

(c) The posting of working schedules shall be as set out in Article 15.03. It shall be the responsibility of the employee to consult posted schedules. Changes to the posted work schedules shall be brought to the attention of the employee. Where less than twenty-four (24) hours' notice is given personally to the employee, time and one-half (1-1/2) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of her or his new schedule.

(d) Weekend Premium

Effective April 23, 2007, an employee shall be paid a weekend premium of one dollar and forty cents (\$1.40) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or other such times as the parties may agree.

A.05

(a) Effective December 31, 2002, employees shall receive recognition for recent related clinical experience on the basis of one annual service increment for each year of experience up to the maximum on the salary grid. This provision shall be applicable to nurses now employed and to new hires, but no adjustments shall be made prior to the effective date.

(b) Annual increments shall be paid on each full-time employee's anniversary date of employment and after each two hundred (200) paid tours in the case of part-time employees.

(c) Employees who change their status from full-time to part-time and vice versa will maintain their same level on the salary grid.

A.06

Retroactivity

Any employee hired since April 1, 2004 shall be entitled to retroactivity from the date of hire. Any employee who has left the employ of the Employer and is entitled to retroactivity will be contacted by the Employer within thirty (30) days following the release of an Arbitration Award. The Employer's letter in this regard will advise the terminated employee of the entitlement to apply for retroactive monies and the method by which application is to be made.

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

Retroactivity shall be paid on wages alone, on a separate cheque.

- A.07 When a new Classification in the bargaining unit is established by the Home, or the Home makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Home shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Home agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Home and the matter is not resolved following any meeting with the Union, a grievance may be filed in accordance with the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure, it may be referred to arbitration in accordance with the grievance and arbitration provisions of this Agreement, it being understood that any Board of Arbitration shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and the duties and responsibilities involved.
- A.08 If there is any work available as a result of the resignation, absence or termination of any employee, the extra shift(s) shall be offered to present employee before a new employee is hired from outside the institution.
- A.09 (a) When an employee works on her or his days off, such employee will be compensated at the rate of time and one-half (1-1/2).
- (b) If the employer requires uniforms to be worn by the employees, it shall pay a uniform allowance of sixty (\$60.00) dollars annually for full-time employees. Such payment shall be made on December 31, of each year. Part-time employees shall receive this allowance on the day they advance on their increment scale.
- A.10 Professional Responsibility
- In the event that the Home assigns a number of patients or a workload to an individual employee or group of employees such that she or he or they have cause to believe that she or he or they are being asked to perform more work than is consistent with proper patient care, she or he or they shall:
- (a) i) Advise her or his immediate supervisor as soon as reasonably possible.
- ii) Complain in writing to the Association-Home Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Association-Home Committee shall convene a meeting of the Association-Home Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- iii) Failing settlement of the complaint within fifteen (15) calendar days of the meeting of the Association-Home Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Home, and one chosen from a panel of independent registered nurses who are well respected within the

profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.

- iv) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
- (b)
 - i) Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she or he would not be suitable due to connections with the Home or community, 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.
 - iii) The parties will meet for the purpose of agreeing on a list of four Assessment Committee Chairpersons who shall be respected professionals in the nursing field. If the parties are unable to agree on the persons to be named, the matter will be referred back to this Board for determination.

ROSTER OF CHAIRPERSONS

PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE

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Fax: (613) 952-6023
E-mail: joan_edwards@rogers.com

LETTER OF UNDERSTANDING

Between:

**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
H. J. McFARLAND MEMORIAL HOME**

And:

ONTARIO NURSES' ASSOCIATION

Re: Extended Hours

This is to confirm that the County will not implement extended tours without prior consultation with the Ontario Nurses' Association.

Dated at Picton, Ontario this 6th day of June 2008.

FOR THE EMPLOYER



Mayor





FOR THE UNION



Labour Relations Officer



Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
H. J. McFARLAND MEMORIAL HOME**

And:

ONTARIO NURSES' ASSOCIATION

RE: Local Scheduling

The parties agree that their proposals as they relate to extended tours, individual circumstance arrangement, innovative scheduling and weekend worker are hereby withdrawn and the parties may discuss these issues at the local level.

Dated at Picton, Ontario this 6th day of June 2008.

FOR THE EMPLOYER

FOR THE UNION



Mayor



Labour Relations Officer





Bargaining Unit President



LETTER OF UNDERSTANDING

Between:

**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
H. J. McFARLAND MEMORIAL HOME**

And:

ONTARIO NURSES' ASSOCIATION

Re: Occupational Health and Safety Committee

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

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

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

Dated at Picton, Ontario this 6th day of June 2008.

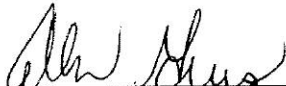
FOR THE EMPLOYER



Mayor







FOR THE UNION



Labour Relations Officer



Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
H. J. McFARLAND MEMORIAL HOME**

And:

ONTARIO NURSES' ASSOCIATION

Re: Whistle Blowing Protection

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

Dated at Picton, Ontario this 6th day of June 2008.

FOR THE EMPLOYER

FOR THE UNION



Mayor



Labour Relations Officer





Bargaining Unit President



LETTER OF UNDERSTANDING

Between:

**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
H. J. McFARLAND MEMORIAL HOME**

And:

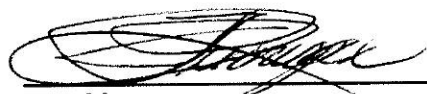
ONTARIO NURSES' ASSOCIATION

Re: Supernumerary positions

The local parties may meet to discuss the implementation of any supernumerary positions that may be funded by the Ministry of Health and Long Term Care.

Dated at Picton, Ontario this 6th day of June 2008.


FOR THE EMPLOYER



Mayor







FOR THE UNION



Labour Relations Officer



Bargaining Unit President

