

COLLECTIVE AGREEMENT

Between:

TRILLIUM MANOR HOME FOR THE AGED
[CORPORATION OF THE COUNTY OF SIMCOE]
[hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Expiry Date: March 31, 2011

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 - RECOGNITION & DEFINITIONS

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Trillium Manor, Home For The Aged, Orillia, Ontario save and except the Director of Nursing and persons above the rank of Director of Nursing.
- Note: The Resident Care Manager/Nursing Manager shall be considered at the rank of the Director of Nursing.
- 2.02 The Employer recognizes the following categories of nurses:
- (a) A full-time nurse is a nurse, who is scheduled to work more than twenty-four (24) hours per week.
 - (b) A part-time nurse is a nurse, who is scheduled to work less than twenty-four (24) hours per week.
- 2.03 A registered nurse is defined as a person who holds a Certificate of Competence from the College of Nurses of Ontario, in accordance with the *Health Disciplines Act*, 1974, as amended.
- 2.04 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.
- 2.05 The word "nurses" as when used throughout this Agreement shall mean persons included in the above described Bargaining Unit.
- 2.06 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.
- 2.07 In order to protect the standards of nursing care, the Employer agrees that no one outside the above mentioned Bargaining Unit shall perform the work normally performed by members of this Bargaining Unit, except for the purpose of instruction, experimentation, or in the event of an emergency situation.

- 2.08 (a) In order to protect the standard of nursing care, the Employer shall not contract out the work normally performed by members of this bargaining unit except:
- i) for purposes of instruction,
 - ii) in the event of an emergency situation,
 - iii) when performing developmental or experimental work, or:
 - iv) when nurses are not available due to a nurse not reporting for work as scheduled or not being available for work.
- (b) Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, lay-off or reduction in hours of any member of the bargaining unit.
- (c) When it is decided to not fill a position following a nurse's resignation, the Home will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representation on this matter.
- 2.09 For the purpose of this agreement and the benefits contained herein, including insurance coverage, dependant coverage is available to the employee to cover her or his same sex partner and their dependants, in accordance with the terms and conditions of the plans.

ARTICLE 3 - MANAGEMENT RIGHTS

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

ARTICLE 4 - NO DISCRIMINATION

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

- 4.03 The Union agrees there will be no Union activity on the Employer's premises without permission of the Employer or as specifically provided for in this Agreement.

ARTICLE 5 - NO STRIKES AND LOCKOUTS

- 5.01 The Union agrees that there will be no strikes, and the Employer agrees that there will be no lockouts in the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given to them in the *Ontario Labour Relations Act R.S.O. 1980*, as amended.

ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES

- 6.01 The Employer will recognize the following:
- (a) A Union representative. Upon mutual agreement of the parties, the number may be altered from time to time.
 - (b) A Grievance Committee of up to two (2) nurses.
 - (c) A Negotiating Committee of two (2) nurses plus a Labour Relations Officer.

It is understood and agreed that the Labour Relations Officer is the signing authority for Ontario Nurses' Association and therefore any agreement reached between the parties is of no force or effect without the agreement and signature of the Labour Relations Officer.

- (d) An Association-Management Committee composed of an equal number of representatives of the Employer and the Union. Meetings of this Committee shall be held at the request of either party, but at least every three (3) months. 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 this meeting shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.
 - (e) An Occupational Health and Safety Committee which shall be comprised of at least one (1) member of the Bargaining Unit.
 - (f) The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not limited to:
 - Musculoskeletal Injury Prevention
 - Needle Stick Injury Prevention
 - Personal Protective Equipment
 - Training designed to ensure competency under the *Act* for those persons with supervisory responsibilities.
- 6.02 The Union will supply the Employer with the names of its representatives and changes thereto.

- 6.03 (a) If a representative must leave her/his regular duties for a short period of time in order to attend to Union business in the Home, she/he will first obtain the permission of her/his supervisor. Such permission will not be unreasonably withheld. Upon completion of her/his business, the representative will report to her/his supervisor and then return to her/his regular duties.
- (b) Representatives of the Union shall be paid at their regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings or fulfilling other duties related to their responsibilities under the Collective Agreement.
- (c) The Employer agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations up to but not including Arbitration.
- (d) Nurses on the Negotiating Committee shall have the option of receiving paid time off for the evening or night shift of the preceding day, or the evening or night shift of the actual negotiating day, if scheduled to work these shifts.
- 6.04 The Union Committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association.
- 6.05 The Employer agrees to provide a representative of the Union with a reasonable period of time within the Orientation Programme, in order to meet with newly hired nurses.
- 6.06 The Employer agrees when nurses are required to serve on committees, the meeting shall be scheduled during the nurses' regular hours, or the nurse shall be paid for all hours spent outside her/his regular working hours at her/his regular rate of pay.
- 6.07 Occupational Health and Safety Committee
- (a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent accidents, injury and illness. The Employer shall take every precaution reasonable in the circumstances for the protection of a worker.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees. At least one of the employees representing workers under the *Occupational Health & Safety Act* who are trained to be certified workers as defined under the *Act*, shall be from the Association. Upon written request, all Association members on the Joint Health and Safety Committee shall be trained as certified workers and the method of training is to be determined by the Employer.
- (c) Such committee shall identify potential dangers and hazards, institute means of improving Health and Safety programmes, and recommend actions to be taken to improve conditions relating to Occupational Health and Safety.

- (d) The Employer agrees to co-operate in providing necessary information to enable the Committee to fulfil its function. In addition, the Home will provide the Committee with access to all accident and injury reports as required by the *Health and Safety Act*.
- (e) Meetings shall be held every quarter or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least three (3) calendar years from the date of appointment. Time off for representatives to perform these duties shall be granted.

A member of the Committee is entitled to,

- i) one hour or such longer period of time as the Committee determines is necessary to prepare for each committee meeting;
- ii) such time as is necessary to attend meetings of the Committee; and;
- iii) such time as is necessary to carry out inspections and investigations under subsection 9(26), 9(27) and 9(31) of the *Act*. Ref: *Occupational Health and Safety Act*. (Sec. 9(34)).

A member of a committee shall be deemed to be at work during the times described above and the member's employer shall pay the member for those times at the member's regular rate. Ref: *Occupational Health and Safety Act*. Sec.9(35).

- (g) The Union agrees to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) If, in the professional opinion of the employee's physician, the pregnancy may be at risk, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (i) Where employees during the course of employment are exposed to communicable diseases for which there is an approved vaccine, the Employer will provide at no cost to the employee such vaccine or any other treatment required as a result of such exposure.
- (j) A member of the Committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular rate. This provision does not apply with respect to employees who are paid by the Agency for the time spent fulfilling the requirements for becoming certified.
- (k) The members of the Committee shall determine amongst the committee members the chairing of the meetings and the taking of minutes.

ARTICLE 7 - UNION SECURITY

- 7.01 The Employer shall deduct from the pay due to each nurse, who is covered by this Agreement, a sum equal to the monthly Union dues of each nurse. The Association shall notify the Employer, in writing, of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association monthly, following such deductions, its cheque for the dues so deducted, along with a list of the names and amount of such deduction for each nurse. The list shall show the Social Insurance number of each nurse, terminations, new hires, leaves of absences and the initial list shall contain, as well, the addresses and phone numbers of each nurse. A copy of this list will be sent to the Local Union.
- 7.02 The Employer shall provide each nurse with a T-4 supplementary slip, showing the dues deducted in the previous year for Income Tax purposes.
- 7.03 In consideration of the deduction and forwarding of the dues and providing the information herein, the Union agrees to indemnify and save the Employer harmless against any claims or liabilities arising from the operation of the Article.
- 7.04 The dues deducted will be remitted to the Union not later than the end of the month following the month from which they were deducted.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

- 8.01 Any nurse(s) or the Union making a complaint and/or grievance shall have the right of Union representation at any or all steps of the grievance procedure.
- 8.02 All grievances or complaints shall be taken up in the following manner:
- Step #1
- A nurse(s) having a complaint or grievance shall refer it verbally to the Director of Nursing within seven (7) days of becoming aware of the circumstances leading to the grievance. The Director of Nursing shall reply verbally to the nurse within seven (7) days from the date the complaint or grievance was brought to her/his attention.
- Step #2
- If further action is to be taken, then within seven (7) days after the decision is given in Step #1, the nurse shall submit the grievance in writing dated and signed to the Administrator. A meeting may then be held between the Administrator and the nurse(s), the Grievance Committee and the Labour Relations Officer at a time mutually agreeable to the Employer and the Union. The decision of the Administrator shall be given, in writing, to the nurse(s) within ten (10) days following the meeting. Should the Administrator fail to render a decision or the decision is unsatisfactory to the nurse(s) or the Union, it may be referred to Arbitration.
- 8.03 Should the Employer discharge, suspend or discipline any nurse(s), notification by the Employer to such nurse(s) shall be made in the presence of a Union representative. The nurse(s) and the Union shall be provided with written reasons for a discharge, suspension or discipline. Should the nurse(s) or the Union wish to

file a grievance against this action, it shall be reduced to writing and filed within fifteen (15) days under Step #2 of the grievance procedure.

8.04 Group Grievance

Where a number of nurses have similar grievances they may present a group grievance, in writing, to the Director of Nursing within seven (7) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s).

8.05 Policy Grievance

The Union or the Employer may institute a grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of this Agreement within ten (10) days after the circumstances giving rise to the grievance have occurred. Such grievance shall be originated at Step #2. The non-grieving party shall give its decision, in writing, within ten (10) days after the meeting and failing settlement, will be referred to Arbitration by either party.

8.06 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to where a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may notify the other party, in writing, within fifteen (15) days of the decision under Step #2 of its desire to submit the difference or allegation to Arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board.

The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected, shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or the two appointees fail to agree upon a Chairperson within the time limits, the appointment shall be made by the Minister of Labour of Ontario, upon the request of either party.

8.07 The Arbitration Board shall hear and determine the difference or allegation, and shall issue a decision, and the decision is final and binding upon the parties, and upon any nurse affected by it.

8.08 The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

8.09 Each party shall pay its own expenses including appointees and witnesses, and the cost of expenses of the Chairperson shall be borne equally by the parties.

8.10 The Arbitration Board may make such decision as in the circumstances it deems just and equitable, including interest payment where appropriate, and may vary or set aside any penalty or discipline imposed, and shall have full jurisdiction to settle all matters relating to or arising out of the Collective Agreement.

8.11 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance between the parties within this Agreement.

- 8.12 Time limits fixed in complaints, grievance and arbitration procedures may be extended by the mutual consent of the parties.

ARTICLE 9 - JOB SECURITY

- 9.01 Seniority shall be defined as length of service with the Employer since date of last hire. Seniority for part-time nurses shall be based on paid hours accumulated since date of last hire. It is recognized that fifteen hundred (1500) paid hours equals one (1) year of full-time service.
- 9.02 The probationary period for full-time nurses shall be 450 hours. The probationary period for part-time nurses shall be 450 hours or six (6) months, whichever comes first.
- 9.03 The Employer will keep up to date seniority lists for full-time and part-time nurses, and post the same in a conspicuous place, and supply copies of the current list to the Union twice a year, in the months of January and July, and prior to any lay-off.
- 9.04 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- (a) when on leave of absence with pay;
 - (b) when on an approved leave of absence without pay, not exceeding thirty (30) continuous calendar days;
 - (c) when in receipt of sick leave;
 - (d) when in receipt of Workers' Compensation;
 - (e) when on pregnancy and/or parenting leave.
- 9.05 Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- (a) when on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
 - (b) when absent on account of accident or illness and not in receipt of sick leave credits up to twenty-four (24) months;
 - (c) when on lay-off for twenty-four (24) months;
- Seniority shall be lost when a nurse resigns or is discharged for just cause and not reinstated.
- 9.06 (a) In the case of a vacancy, the Employer will post notice of such vacancy, for ten (10) calendar days, prior to filling the position, in order that any interested nurse may apply. The name of the successful applicant shall be posted by the Employer and sent to the Local Union.

Note: Notwithstanding the level of entry to practice (baccalaureate degree in nursing) which became effective in 2005, the Employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

- (b) Any nurse going on an approved leave of absence may make their interest known for vacancies that may be posted during their absence. This will be considered as an application for such posted positions.
- (c) Any nurse interested in transferring from part-time to full-time or vice-versa shall indicate preference, in writing, to the Director of Nursing. Such letter shall be kept on file one (1) calendar year and such nurse shall be considered if a vacancy occurs during that year.

9.07 Temporary replacement nurse is a nurse who is hired on term and task basis, to replace a nurse on leave of absence, for a fixed period of time. A nurse hired on this basis shall be deemed to be in the Bargaining Unit; however, the parties agree that such temporary replacement nurse shall have no claim to the position temporarily filled, beyond the fixed term as specifically agreed to by the said nurse and the Employer at the time of hire.

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

- (a) skill, ability;
- (b) seniority.

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

9.09 Lay-Off and Re-Call

- (a) Where there is a reduction in the workload resulting in a surplus of nurses, and the Employer intends to conduct a lay-off, he shall lay-off nurses in inverse of seniority at time of lay-off.
- (b) Nurses shall be recalled in reverse of lay-off. For a lay-off in excess of six (6) months, the nurse shall have an orientation if deemed necessary by the Director of Nursing.
- (c) No nurse who has completed the probationary period shall be laid off until she/he has received three (3) months notice.
- (d) In the event of a proposed lay-off of a permanent or long term nature, the Employer will:
 - i) Provide the Local Union with three (3) months notice.
 - ii) Meet with the two (2) representatives of the Local Union to inform them of the following:
 - iii) the reasons causing the lay-off;

iv) the service which the Employer will undertake after the lay-off.

(e) No new nurse will be hired where there is a nurse(s) on lay-off.

9.10 Positions Outside the Bargaining Unit

A nurse who has been requested to substitute temporarily and in excess of three (3) continuous months in a classification such as Director of Nursing that is excluded from the Bargaining Unit may refuse to do so.

If she/he consents, she/he shall be deemed covered by the Collective Agreement.

9.11 Seniority, vacation entitlement and salary grid positions obtained under the Agreement shall be retained and transferred with the nurse, if she/he changes her/his status from full-time to part-time and vice-versa.

A part-time nurse who changes her/his status to full-time will be given seniority credit on the basis of fifteen hundred (1500) paid hours of part-time being equivalent to one (1) year of full-time seniority and vice-versa. In addition, a nurse who is so transferred will be given credit for paid hours accumulated since date of her/his last advancement.

ARTICLE 10 - EMPLOYEE FILES

10.01 Any letters of reprimand, suspension, discipline or other sanction (including counselling letters) shall be removed from an employee's file eighteen (18) months following the receipt of such letters provided that the employee's record has remained discipline free for one (1) year.

Copies of any letters of discipline which are put on an employee's record shall be provided to the employee and the Union.

10.02 The Employer agrees that all censures issued prior to the signing of the Collective Agreement shall not be part of the nurse's record.

10.03 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice or other employment related matters is completed with respect to any nurse, it is understood and agreed that such nurse shall be given an opportunity to sign the document, indicate any area of disagreement and she/he shall also be provided with a copy of the document. Upon request, a nurse may review her/his file.

ARTICLE 11 - LEAVES OF ABSENCES

11.01 All applications for a leave of absence, including educational leave and personal leave with or without pay are to be made in writing to the Director of Nursing or her/his designate. The application must include the reason or reasons for the request of leave of absence and the starting date of leave of absence and proposed date of return to work. A written reply will be given to the nurse within fourteen (14)

days of such request and shall not be unreasonably withheld. It is understood that leaves of absence with or without pay may be granted for purposes other than those listed below.

11.02

(a) Union Leave

The Employer agrees to grant leaves of absence without pay, to nurses selected by the Union to attend Union business, including conferences and conventions. During such leave of absence, the nurses' salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer in the amount of the daily rate of the nurse. Two (2) nurses shall be allowed such leave at one time. The maximum amount of leave in a calendar year is eighteen (18) days.

(b) 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 President of the Ontario Nurses' Association for a period of up to two (2) years. The nurse shall continue to accrue seniority and service during her/his 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 the amount of the full cost of such salary and benefits. The nurse agrees to notify the Employer of her/his intention to return to work at least four (4) weeks prior to the date of return.

(c) 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. Nurse shall continue to accrue seniority and service during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(d) 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 sixty (60) days annually, providing the Employer can accommodate this request operationally. Such requests shall not be unreasonably denied. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the daily rate of the nurse. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

11.03

Compassionate Leave

The following shall be granted when the Employer is notified a death occurred:

- (a) In the event of a death of a spouse or a child, step-child, adopted child five (5) days with pay shall be granted without the loss of pay for scheduled hours, in conjunction with the day of the funeral or other service.

In the event of a death of a ward, parent, guardian, sibling, mother-in-law, father-in-law, foster parent, step-parent, grandparent, grandchild, son-in-law, daughter-in-law, three (3) days with pay shall be granted. One (1) day with pay for sister-in-law and brother-in-law.

- (b) Where travel is required, additional leave without pay will be granted by the Employer.
- (c) Where a nurse does not qualify under the above noted conditions, the Employer may nonetheless grant a paid compassionate leave. The Employer may extend such leave with or without pay.

11.04

Pregnancy/Parenting Leave

- (a) Pregnancy leave shall be granted in accordance with the *Employment Standards Act*. A nurse on pregnancy leave shall be paid by the Employer, the difference between eighty percent (80%) of her/his regular weekly earnings and the sum of her/his weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period, and shall continue for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours. Percentage in lieu is included in the calculation of part-time nurse's top up.
- (b) Parenting leave shall be granted in accordance with the *Employment Standards Act*. A nurse on parenting leave shall be paid by the Employer, the difference between eighty percent (80%) of her/his regular weekly earnings and the sum of her/his weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following the completion of the two (2) week Unemployment Insurance waiting period, and shall continue for a maximum period of fifteen weeks. The employee's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours. Percentage in lieu is included in the calculation of part-time nurse's top up.
- (c) i) While a nurse is on pregnancy and/or parenting leave, she/he shall accrue seniority and service.
- ii) Subject to clause (e) below, the maximum time a nurse may be on leave under this Article is twelve (12) months. For greater clarity, the *Employment Standards Act* only requires the continuation by the Employer of benefits for the duration of the statutory portion of the leave.

- iii) As a condition of pregnancy leave, the nurse shall provide the Employer with medical proof of her pregnancy. An adopting nurse applying for parenting leave shall provide the Employer with confirmation of the pending adoption.
- iv) On return to work, the nurse shall be reinstated to her/his former position including location and shift, if it still exists, or to a comparable position in terms of work setting, shift, and level of responsibility and remuneration if the original position does not exist.
- v) An employee, who is unable to return to work for reasons other than disability upon the expiration of her/his pregnancy leave and/or parenting leave, shall retain the right to apply for vacant positions and be treated as any other applicant in accordance with the provision of the Collective Agreement. An employee, who is unable to return to work on grounds of disability, shall be dealt with in accordance with Article 14 of the Collective Agreement and shall have the right to return to her/his former position upon proof of her/his capacity to do the work.
- vi) The period of maternity leave will commence on the earlier of the elected date of the leave and date of delivery, and will end on the day you are scheduled to return to work.
- vii) Any period of time during which you are on leave of absence including Maternity Leave or Absence. If you become totally disabled while on leave of absence, the leave of absence will end on the day you are scheduled to return to work.
- viii) Article 11.04 is effective January 1, 1991.

11.05

Jury and Witness Duty

If a nurse is required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties at the Home, or is subpoenaed to appear at the College of Nurses, the nurse will receive pay for those days of her/his regular schedule during which she/he is required to be absent, provided that such nurse promptly repays the amount (other than expenses) paid to her/his for such service or attendance to the Employer, and presents proof of service requiring her/his attendance.

A nurse shall not be required to attend work on those days on which she/he is fulfilling the above commitment.

ARTICLE 12 - PAID HOLIDAYS (EFFECTIVE JANUARY 1, 1991)

12.01 Nurses shall receive the following holidays with pay:

New Year's Day	Civic Holiday
3 rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
July 1 (Canada Day)	Christmas Day
Nurse's Birthday	Boxing Day

- (a) To be eligible for holiday pay, an employee must work his full work day immediately preceding such holiday and his full work day immediately following such holiday, unless absent through illness, which is satisfactorily established, or with the permission of the immediate supervisor outside the Bargaining Unit.
- (b) The employee must have performed work for the Employer during the week in which the Paid Holiday falls.
- (c) If, during the life of this Agreement, the Federal or Provincial Governments declare by statute or proclamation, a February Holiday will replace the third (3rd) Monday in February, and will be added to this Article in the existing Agreement dealing with Paid Holidays.

12.02 Holiday pay will be computed on the basis of the nurse's regular rate for the number of hours she/he would have worked during her/his normal daily tour had there been no holiday.

12.03 An employee, who is eligible for Paid Holidays and who performs work for the Employer on any of the said Paid Holidays, shall be entitled to be paid at time and one half (1½) his regular rate for all time worked on such Paid Holiday in addition to his holiday pay, or time and one half (1½) plus a day off with pay in lieu. This shall be at the employee's request, provided the said employee makes any changes to her/his wishes known in advance of the posting, where Paid Holidays will appear, of schedules, in accordance with Article 15.05 (c).

12.04 When a nurse is scheduled off on a paid holiday, she/he shall be entitled to holiday pay for the paid holiday as outlined in 12.02.

12.05 If any of the holidays above occur during her/his vacation period, the nurse shall receive an additional day off with pay or a lieu day with pay in accordance with Article 12.10.

12.06 A tour that begins during the twenty-four (24) hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

12.07 The Employer will endeavour to arrange the paid holidays to be divided equitably among the nurses in the Home.

- 12.08 Unless a nurse requests otherwise, when she/he is scheduled to work on a weekend, the Employer shall endeavour and use best efforts to also schedule her/him to work the paid holiday that falls on the surrounding Monday or on a Friday.
- 12.09 Unless a nurse requests otherwise, when she/he is scheduled to be off on a weekend, the Employer shall endeavour and use best efforts to also schedule the nurse off the paid holiday that falls on the surrounding Monday or Friday.
- 12.10 A nurse may accumulate a maximum of five (5) lieu days in any calendar year, for the purpose of extending her/his annual vacation with approval of the Director of Nursing. When a nurse works on a paid holiday with the intention of accumulating for vacation, she/he will be paid time and a half (1½) for time so worked and entitled to one (1) day straight time pay for the lieu day. Lieu days will not be permitted to be accumulated unless the intention to do so is provided in writing to the Director of Nursing. Un-accumulated lieu days must be used up within sixty (60) days of the date of the holiday, with the exception of Christmas, Boxing Day and the New Year's Day holiday which must be used up by the end of that succeeding January.

ARTICLE 13 – VACATION

- 13.01 Vacation periods, calculations of pay, continuous service and pay distributions will be based on a vacation fiscal year. The fiscal year will be from July 1st to June 30th.
- 13.02 All full-time nurses shall be granted vacation with pay as follows:
- (a) Less than one (1) year of employment - 1.25 days per month of employment;
 - (b) One (1) or more years, but less than three (3) years - three (3) weeks;
 - (c) Three (3) or more years, but less than fifteen (15) years - four (4) weeks;
 - (d) Fifteen (15) or more years but less than twenty-five (25) years of employment - five (5) weeks;
 - (e) Twenty-six (26) years is twenty-six (26) days;
Twenty-seven (27) years is twenty-seven (27) days;
Twenty-eight (28) years is twenty-eight (28) days;
Twenty-nine (29) years is twenty-nine (29) days;
Thirty (30) years is thirty (30) days.
 - (f) Thirty-one (31) years is thirty-five (35) days.
- The effective date for all increased vacation entitlement is the commencement of the first pay period following January 21, 1992.
- 13.03 All part-time nurses shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time nurses:
- (a) three (3) week entitlement - six percent (6%);

- (b) four (4) week entitlement - eight percent (8%);
- (c) five (5) week entitlement - ten percent (10%);
- (d) six (6) week entitlement - twelve percent (12%).
- (e) seven (7) week entitlement - fourteen percent (14%)

13.04 Vacations may be taken at any time through the year in blocks of weeks, except during the period of December 18th through to January 8th, unless by mutual agreement.

- (a) Definition of one (1) week vacation with pay: seven (7) calendar days, five (5) paid, and two (2) off.

Vacations preferences will be submitted by the employee to his Department Head, in writing, by April 1st. The Department Head will post the vacation schedule by May 1st. If no preferences are submitted by the employee by April 1st, his vacation will be allotted by the Department Head on the basis of Departmental convenience only.

The Employer will consider the wishes of the employees in order of seniority. The final right to determine vacation time is vested in the Employer to ensure efficient operation of the Home. All vacations must be taken by April 30th of the following year, unless mutually agreed between the employee and management.

13.05 (a) The employee has the choice of vacation pay before the vacation, or to have it on the normal pay day. Vacation pay advances will be one (1) week minimum.

- (b) All normal deductions are to be taken from the vacation pay.

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

The nurse will receive her/his pay on her/his final day of work provided that if she/he initiates the termination she/he shall provide the Employer with at least fourteen (14) days notice.

ARTICLE 14 - SICK LEAVE (EFFECTIVE JANUARY 1990)

14.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill, and will be granted to full-time permanent employees on the basis hereinafter set forth.

14.02 (a) Full-time permanent employees, who have successfully completed 450 hours of continuous service, shall thereafter be allowed sick leave in the amount of nine (9) days per year, it being understood and agreed that no sick leave will be allowed during the employee's first 450 hours of service. Employees will receive one hundred percent (100%) pay for all unused sick days per calendar year (paid out on the first full pay period of the next

calendar year). Employees shall be allowed to take the equivalent of the number of days paid out as leave of absence without pay over the next calendar year. All applications for a leave of absence are to be made in writing to the Director of Nursing or her/his designate.

- (b) Part time permanent employees who are entitled to one hundred percent (100%) benefit coverage or who work twenty-two and one half (22.5) hours or more per week shall thereafter be entitled to sick leave in the amount of three (3) sick days per year. It being understood and agreed that sick leave will not be allowed during the employee's first four hundred and fifty (450) hours of service. Employees will receive one hundred percent (100%) pay for all unused sick days per calendar year (paid out on the first full pay period of the next calendar year).

14.03 Absence for injury payable under the provisions of the *Workers' Compensation Act*, shall not be charged against sick leave credits.

14.04 An employee shall be required to produce proof of sickness in the form of a medical certificate for any absence of more than three (3) days duration, and may be required to produce such certificate for any such absence for which sick leave is claimed.

14.05 The Home shall notify any employee on sick leave that their short term portion of sick leave will be exhausted two (2) weeks prior to the end of coverage to allow necessary forms to be completed for coverage under long term disability without delay.

14.06 (a) Each employee shall be entitled to a weekly indemnity payment where a leave of absence occurs due to sickness or accident equal to a sum of money equivalent to seventy-five (75%) of the gross salary, to a maximum of one thousand dollars (\$1,000.00) per week, of the employee at the time of the occurrence, excluding sickness or accident benefits which are payable under the provisions of the *Workers' Compensation Act*. Benefits paid under the provisions of the sub-section shall extend for a period of seventeen (17) weeks and will be payable from the first (1st) day of accident or hospitalization and fourth (4th) day of sickness.

(b) Each employee shall be entitled to a long term disability payment which shall commence for those eligible following the expiration of the weekly indemnity payment and shall be equivalent to seventy-five percent (75%) of the gross salary of the employee, to a maximum of six thousand (\$6,000.00) per month, at the time of the original occurrence, payable to the employee's normal retirement date or death, whichever comes first.

(c) The benefits provided under the provisions of Section (a) and (b) will be in accordance with and subject to the terms and conditions of the contract entered into by the County with the respective insuring agency.

(d) It shall be a condition of employment that all new employees, upon completion of three (3) months continuous service shall be required to join these benefit plans.

- (e) The County shall pay one hundred percent (100%) of the cost of the benefits.
- 14.07 All sick leave dollars accumulated shall be carried over for use to top up any of the above one hundred percent (100%) of normal earnings.
- 14.08 The Employer will prepare a booklet with respect to the said Benefit Plans and will advise employees, who apply for STD or LTD of their obligation, as contained in such plans,
- (a) with respect to providing information to the insurer pursuant to these plans and
 - (b) with respect to applying for other income replacement benefits.

ARTICLE 15 - HOURS OF WORK

- 15.01 The normal tour shall be composed of seven point five (7.5) consecutive hours exclusive of a meal period.
- 15.02 There will be one-half (½) hour unpaid meal period scheduled during each nurse's shift.
- 15.03 There shall be a paid fifteen (15) minute rest period scheduled during each half (½) shift.
- 15.04 A nurse who is called in or reports for work as scheduled and is not required to work, shall receive a minimum of four (4) hour at her/his regular hourly rate. Nurses who are required to come in to work with less than one (1) hour notice, and who are consequently not able to arrive for work until after the tour has commenced, shall be paid as though they had worked from the beginning of the tour.
- 15.05 Scheduling
- (a) The first shift of the day shall be the night tour.
 - (b) There shall be no split tours.
 - (c) Time schedules shall be posted by the fifteenth (15th) of the month for the following month. Posted schedules will not be changed except by mutual consent.
 - (d) There shall be a minimum of sixteen (16) hours between tour changes unless mutually agreed otherwise.
 - (e) A nurse shall not be required to work more than seven (7) consecutive days unless mutually agreed to by the nurse and the Employer.
 - (f) A weekend is defined as being fifty-six (56) hours off during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

- (g) Nurses shall be entitled to receive every second (2nd) weekend off, unless otherwise agreed mutually between the nurse and her/his immediate supervisor.

If a nurse is required to work a second consecutive and subsequent weekend, she/he will receive premium payment of time and one-half (1½) 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 a nurse to satisfy specific days off requested by such nurse;
 - ii) such nurse has requested weekend work; or
 - iii) such weekend was worked as a result of an exchange with another nurse.
- (h) Nurses shall be continued to be allowed to exchange tours of duty. Such changes initiated by the nurse will not result in additional cost to the Employer. All changes shall be communicated, in writing, to the Director of Nursing.
- i) The Employer will endeavour to provide nurses with five (5) or more consecutive days off at Christmas or New Year's. Christmas shall include December 24th, 25th and 26th and New Year's shall include December 31st and January 1st. Seniority shall be used to resolve conflicts in selecting nurse's preference in the first year of the Agreement and nurses shall alternate Christmas and New Year's in subsequent years.
 - ii) If in order to provide nurses with this time off, it is necessary for the Employer to schedule nurses for two (2) or more consecutive weekend, the Employer will not have to pay time and one-half (1½) to such nurses for any weekends falling between December 15th and January 7th.

15.06

Nurses shall not be scheduled or required to work an excess of normally scheduled hours or days without her/his consent. A nurse shall have the option of selecting compensating time off at the appropriate premium rate in lieu of premium payment. Premium payment shall be paid as follows:

- (a) Work in excess of seven point five (7.5) hours in a standard day or seventy-five (75) hours bi-weekly shall be compensated at the rate of time and one-half (1½) the nurse's regular straight time hourly rate.
- (b) A nurse shall be paid double her/his regular straight time rate for all worked performed in excess of seven and one-half (7.5) hours on any tour for which she/he receives time and one-half (1½) her/his regular straight time rate.
- (c) If the Employer fails to schedule a period of sixteen (16) consecutive hours off between tours of duty, the Employer will pay to the nurse time and one-

half (1½) her/his regular straight time rate for the following tour of duty worked, unless mutually agreed, in writing, between parties to this Agreement.

- (d) If the nurse is scheduled to work in excess of seven (7) consecutive days, she/he shall be paid time and one-half (1½) of all days scheduled in excess of seven (7) until a day off is scheduled.
- (e) If a nurse's scheduled tour is cancelled with less than twenty-four (24) hours personal notice from the starting time of the scheduled tour period, she/he will receive minimum of four (4) hours' pay at her/his regular straight time rate.

ARTICLE 16 – MISCELLANEOUS

- 16.01 The Employer shall provide space on existing bulletin board for the use of the Union in the hallway. The Employer shall provide the Bargaining Unit President with a key for such bulletin board.
- 16.02 A copy of this Agreement, in a mutually agreed form, will be issued to each nurse now employed and as employed. The cost of printing this Agreement shall be equally shared between the Union and the Employer.
- 16.03 The Employer will continue the current practice of providing parking at no charge.
- 16.04 Wages shall be paid by direct deposit on the regular pay day bi-weekly except when interfered with by the occurrence of a Statutory Holiday or Civic Holiday. In this case the regular pay day shall be advanced one (1) day prior. Pay statements are to be issued on a regular day of the week, with a clarified, itemized statement of all deductions, premiums and changes of increment in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date. Pay statements will be available to nurses at the end of the night shift of the regular pay day.
- 16.05 Each nurse shall keep the Employer informed of changes to relevant employment information.
- 16.06 Where a medical examination is required to comply with the statute, a nurse may choose her/his personal physician.
- 16.07
 - (a) The Employer will notify the Local President of the names of all employees who go off work due to a work related injury or when an employee goes on LTD.

The Employer will provide to the Union, a monthly list of all employees on modified work programs at the beginning of each month.
 - (b) When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association

and the Local representative to discuss the circumstances surrounding the employee's return to suitable work.

- (c) The Employer agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

16.08 Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.01.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

16.09 In accordance with Legislated requirements, the Employer may perform criminal reference checks on members of the bargaining unit.

ARTICLE 17 – BENEFITS

- 17.01 (a) The Employer agrees to pay one hundred percent (100%) of the cost of the Ontario Health Insurance Plan (O.H.I.P.) billed rates for all employees covered by this Agreement.
- (b) The Employer agrees to pay one hundred percent (100%) of the premium cost for all employees covered by this Agreement of Blue Cross Semi-Private coverage, or its equivalent.

- 17.02 The Employer agrees to pay fifty percent (50%) of the cost of O.M.E.R.S., which plan shall be compulsory for all permanent full-time employees.
- 17.03 The Employer agrees to pay one hundred percent (100%) of the premium of Extended Health Care, the Blue Cross Extended Health Care Plan, 10-20 deductible, no co-insurance, or equivalent. In addition to the standard benefits, coverage will include hearing aids (maximum three hundred dollars (\$300.00) per person) and Vision Care (maximum three hundred dollars (\$300.00) per person every twenty-four (24) months).
- Employee and insured family members will be entitled to a maximum benefit of up to \$75.00 for an eye examination every twenty-four (24) months.
- 17.04 The Employer agrees to provide a thirty thousand dollar (\$30,000.00) Life Insurance Policy for each of its full-time employees in the Bargaining Unit, and the Employer further agrees to pay one hundred percent (100%) of the premium cost.
- 17.05 (a) The Employer agrees to pay one hundred percent (100%) of the cost of the premiums for all employees covered by this Agreement for the Blue Cross Dental Plan #7, or its equivalent current ODA schedule.
- (b) The Employer will provide additional dental coverage to include dentures, partial plates, braces and root canals. This coverage will be for fifty percent (50%) reimbursement with an annual maximum of one thousand, five hundred dollars (\$1,500.00) per patient - current ODA schedule.
- 17.06 The Employer will provide STD benefits for full time nurses with a maximum benefit of one thousand dollars (\$1,000.00) per week and LTD benefits for full time nurses with a maximum benefit of six thousand (\$6,000.00) dollars per month.
- 17.07 The Employer shall make available to each nurse and the Union a copy of the information booklets for those insurance programs defined in the Collective Agreement and changes thereto. Upon request, the Union shall be provided with a current copy of the master policy.
- 17.08 Any dispute which may arise concerning a nurse's entitlement to benefits may be subject to grievance and arbitration under the provisions of this Agreement.
- 17.09 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby are not decreased.
- The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change.
- 17.10 The Employer and the Union agree to set up a committee to look at cost containment as opposed to shifting of benefit coverage. The parties will establish terms of reference should this committee become necessary.
- 17.11 Benefits for Early Retirees
- Benefit bridging shall be available to retired employees between the ages of fifty-five (55) and sixty-five (65). The premiums for these benefits are one hundred percent

(100%) employee paid and coverage is limited to prescription drugs, vision care, extended health care and dental coverage.

ARTICLE 18 - PART-TIME ADDENDUM

18.01 Full-Time to Part-Time

- (a) If part-time is two (2) or more shifts per week -no change except Life Insurance Policy will be \$22,000.00.
- (b) If part-time is less than two (2) shifts per week:
 - i) shall be covered with a Life Insurance Policy of \$22,000.00;
 - ii) do not qualify for any other benefits;
 - iii) twelve percent (12%) paid in lieu of benefits.

18.02 Part-Time to Full-Time

- (a) If part-time is two (2) or more shifts per week -no change except Life Insurance Policy will be \$30,000.00.
- (b) If part-time was less than two (2) shifts per week:
 - i) receive twelve percent (12%) in lieu of benefits up to the date of change;
 - ii) other benefits available at the County expense after a three (3) month waiting period;
 - iii) while serving this waiting period, the employee will receive eight percent (8%) in lieu of benefits.

18.03 Both full-time and part-time employees shall as a condition of employment be covered by O.M.E.R.S. New employees shall be covered upon completion of the probation period.

18.04 Service prior to ratification will be based on the original date of hire. Additional service after ratification will be based on the number of hours worked such that the employee who works more hours will earn more seniority. When calculating seniority, service prior to ratification will be converted from actual months employed to hours worked, as if the employee had worked full-time.

18.05 Where part-time employee is transferred to a full-time position, she/he shall carry her/his seniority to the full-time position, and vice-versa, in accordance with the formula in Article 9.01.

18.06 All benefits one hundred percent (100%) paid for part-time employees that are scheduled to work two (2) shifts per week. New part time employees hired after

March 1, 2008 must be scheduled to work twenty-two and one half (22.5) hours or more per week to qualify for these Health and Welfare benefits.

- 18.07 Twelve percent (12%) paid for part-time employees that work less than two (2) shifts per week (subject to 18.06).
- 18.08 All part-time employees shall be covered with a Life Insurance Policy of twenty-two thousand dollars (\$22,000.00), the premium of which shall be paid one hundred percent (100%) by the Employer.
- 18.09 If a uniform is required, all part-time employees will receive a uniform allowance of \$0.06 per hour for all hours worked. The choice of uniforms shall be the preference of the employee subject to the provisions of established dress codes. Any change will be with prior discussion with the Union. The uniform allowance will be calculated and paid in every pay period.
- Any change will be with prior discussion with the Union. Uniform allowance shall be paid twice a year, in January and July.
- 18.10 The effective date for the formula in 9.01 shall be the date of ratification of the Memorandum. For the period from the nurse's date of hire to the date of signing of the Memorandum, the Employer will credit part-time nurses on the basis of calendar years or portions thereof.

ARTICLE 19 - ORIENTATION AND IN-SERVICE

- 19.01 It is agreed that an orientation and in-service program will be provided to all nurses; these programs shall be reviewed and updated from time to time.
- 19.02 A newly employed nurse shall not be placed in charge, until she/he has been fully oriented to the Home, and to the area where she/he will be working.
- 19.03 The following minimums are to be observed in the orientation - familiarization of a newly hired nurse:
- (a) She/he is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of the nurses in the Home;
 - (b) A period of orientation - familiarization shall be a minimum of three (3) days on the day shift, and if the nurse is employed to work on another shift, she/he will also receive two (2) evening shifts and one (1) night shift of orientation - familiarization on each of the shifts she/he is to work;
 - (c) She/he shall be an additional nurse to the usual staffing pattern;
 - (d) The nurse or nurses involved in the orientation -familiarization will confirm that it has been completed, and this will be noted on the newly hired nurse's personnel file, which will be reviewed with such nurse, and the nurse shall also be able to comment.

- 19.04 The in-service education program shall be based on the following principles:
- (a) It shall be based on the learning needs identified by the Director of Nursing. The Director of Nursing shall receive input from nurses.
 - (b) It shall be a planned program to update nurses as to changes in procedures or practices.
 - (c) Nurses involved in the organizing, preparing and presenting of in-service programs at the Home, and outside the Home, on behalf of the Employer, shall be paid for all such reasonable hours involved, at their regular rate of pay as submitted by the nurse.
 - (d) The Employer agrees that if for any reason, changes in the operating and technical methods and practices of providing nursing care, require additional knowledge or skill on the part of the nurses, such nurses will be given the opportunity to study and practice to acquire any knowledge of skill necessary to carry out these responsibilities.

ARTICLE 20 – DURATION

- 20.01 This Agreement shall be in effect from April 1, 2008 to March 31, 2011 and shall remain in effect from year to year thereafter unless either party gives the party written notice of termination or desire to amend the Agreement.
- 20.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement, or to any anniversary of such expiration date.

ARTICLE 21 - COMPENSATION

- 21.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix "A" attached to and forming part of this Agreement.
- 21.02 Retroactivity
- Effective within two (2) pay periods following ratification by the parties the Employer agrees to make a retroactive payment for wages only based on hours paid.
- 21.03 A graduate nurse in the employ of the Employer, upon presenting proof of current Certificate of Competence by the College of Nurses of Ontario, shall be given the salary of the registered staff nurse as provided for in this Article retroactive to the date of successfully passing the certification examination or the date of last hire, whichever is later.
- 21.04 (a) i) Effective April 1, 2008, a nurse shall receive one dollar and thirty-five cents (\$1.35) for each hour worked from fifteen hundred (1500) to twenty-three hundred (2300) hours and to one dollar and sixty cents (\$1.60) per hour for each hour worked from twenty-three hundred (2300) to seven hundred (0700) hours.

- ii) Effective April 1, 2009, a nurse shall receive one dollar and forty-five cents (\$1.45) for each hour worked from fifteen hundred (1500) to twenty-three hundred (2300) hours and to one dollar and seventy cents (\$1.70) per hour for each hour worked from twenty-three hundred (2300) to seven hundred (0700) hours.
 - iii) Effective April 1, 2010, a nurse shall receive one dollar and fifty-five cents (\$1.55) for each hour worked from fifteen hundred (1500) to twenty-three hundred (2300) hours and to one dollar and eighty cents (\$1.80) per hour for each hour worked from twenty-three hundred (2300) to seven hundred (0700) hours.
- (b)
- i) Effective April 1, 2008, a nurse shall be paid a weekend premium of one dollar and seventy cents (\$1.70) per hour for each hour worked between twenty-three hundred (2300) hours Friday and twenty-three hundred (2300) hours Sunday.
 - ii) Effective April 1, 2009, a nurse shall be paid a weekend premium of one dollar and eighty cents (\$1.80) per hour for each hour worked between twenty-three hundred (2300) hours Friday and twenty-three hundred (2300) hours Sunday.
 - iii) Effective April 1, 2010, a nurse shall be paid a weekend premium of one dollar and ninety cents (\$1.90) per hour for each hour worked between twenty-three hundred (2300) hours Friday and twenty-three hundred (2300) hours Sunday.

21.05 The Employer shall designate a nurse to be in-charge when both the Site Administrator/Director of Resident Care and all Resident Care Managers are absent from the Home during their normal hours.

Each nurse, shall be paid two dollars (\$2.00) per hour for each hour so designated in addition to her/his regular rate of pay.

21.06 Recent Related Experience

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

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or part-time nursing position, then the number or increments to be paid, if any, shall be at the discretion of the Employer. The Home may also give effect to part-time nursing experience in special circumstances.

Currently employed nurses who were eligible for claim credit under the formula of one (1) increment for every two (2) years of experience may make claim under the

present provision and will have their position on the salary grid adjusted effective upon ratification to a maximum of the salary grid.

21.07 If a uniform is required, all full-time employees will receive a uniform allowance of \$0.06 per hour for all hours worked. The choice of uniforms shall be the preference of the employee subject to the provision of established dress codes. Any change will be with prior discussion with the Union. The Uniform allowance will be calculated and paid in every pay period.

21.08 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 at Step #2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 8, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved. Any change in the rate established by the Home either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filed.

ARTICLE 22 - PROFESSIONAL RESPONSIBILITY

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

- (a) i) Complain, in writing, to the Director of Nursing within ten (10) calendar days of the alleged improper assignment. The Chairperson of the Association Management Committee shall convene a meeting of the 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.
- ii) Failing resolution of the complaint within ten (10) calendar days of the meeting of the Association 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, and one (1) chosen by the Employer, and one chosen by a panel of four (4) independent registered nurses who are well respected within the profession. The member of the committee chosen from the panel of independent registered nurses shall act as Chairperson.

iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment, and shall be empowered to investigate as is necessary, and make what findings as are appropriate under the circumstances. The Assessment Committee shall report its findings in writing, to the parties within twenty-one (21) calendar days following completion of its hearing.

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

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

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

SIGNING PAGE

Dated at Midhurst, Ontario, this 25th day of March, 2011.

FOR THE EMPLOYER

Dunde Clark

Sal Patterson

FOR THE UNION

Judy Burr
Labour Relations Officer

Valerie Kouri

M. Durcan

AUTHORIZED BY BY-LAW NO. 6026 PASSED
BY THE COUNCIL OF THE CORPORATION OF THE
COUNTY OF SIMCOE ON March 22, 2011

SCHEDULE "A"
SALARY SCHEDULES

REGISTERED NURSE

	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
Start	\$27.67	\$28.50	\$29.36
1 Year	\$28.08	\$28.93	\$29.79
2 Years	\$28.55	\$29.41	\$30.29
3 Years	\$29.95	\$30.85	\$31.78
4 Years	\$31.37	\$32.31	\$33.28
5 Years	\$33.14	\$34.14	\$35.16
6 Years	\$34.91	\$35.96	\$37.03
7 Years	\$36.71	\$37.81	\$38.94
8 Years	\$39.31	\$40.49	\$41.70
25 Years	\$40.00	\$41.20	\$42.43

SCHEDULE "B"

PROFESSIONAL RESPONSIBILITY

NURSING ASSESSMENT COMMITTEE CHAIRPERSONS

NURSING HOMES AND HOMES FOR THE AGED

The following nurses have allowed their names to stand as Chairpersons - Nursing Assessment Committee - in the above noted sector

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

Gayle MacKay
56 Deerfoot Trail, RR 4
Huntsville ON P1H 2J6
Telephone: 705-787-0012

Jayne Harvey
FCS International
158 Casimir St. Suite 200
Port Perry ON L9L 1B7
Telephone: 905-985-6811

Please remember this is not a rotating panel. You must contact these persons individually when necessary to establish a panel.

LETTER OF UNDERSTANDING

Between:

TRILLIUM MANOR HOME FOR THE AGED
[CORPORATION OF THE COUNTY OF SIMCOE]

And:

ONTARIO NURSES' ASSOCIATION

Re: Modified Work/Return to Work Program

The Employer and the Union agree to establish a new committee to review Modified Work/Return to Work Programs with a view to developing the Terms of Reference for this Committee.

Dated at Midhurst, Ontario, this 25th day of April, 2006.

Renewed and dated at Midhurst, Ontario, this 25th day of March, 2011.

FOR THE EMPLOYER

FOR THE UNION

Gunda Clark

Judy Ben
Labour Relations Officer

Butt

Valerie Nurse

Marg

AUTHORIZED BY BY-LAW NO. 6026 PASSED
BY THE COUNCIL OF THE CORPORATION OF THE
COUNTY OF SIMCOE ON March 22, 2011

LETTER OF UNDERSTANDING

Between:

TRILLIUM MANOR HOME FOR THE AGED
[CORPORATION OF THE COUNTY OF SIMCOE]

And:

ONTARIO NURSES' ASSOCIATION

Re: Job Sharing

The parties agree to meet during the term of the collective agreement to discuss the issue of Job Sharing should any member propose a job sharing arrangement.

Signed and dated at Midhurst, Ontario, this 25th day of March, 2011.

FOR THE EMPLOYER

FOR THE UNION

Brenda Clark

Judy Br...
Labour Relations Officer

[Signature]

Thelma...

[Signature]

May...

[Signature]

[Signature]

AUTHORIZED BY BY-LAW NO. 6026 PASSED
BY THE COUNCIL OF THE CORPORATION OF THE
COUNTY OF SIMCOE ON March 22, 2011

LETTER OF UNDERSTANDING

Between:

TRILLIUM MANOR HOME FOR THE AGED
[CORPORATION OF THE COUNTY OF SIMCOE]

And:

ONTARIO NURSES' ASSOCIATION

Re: Definition of "Maternity Leave of Absence"

The parties agree that the following was agreed to in the Memorandum of Agreement and will be added to the Collective Agreement as a Letter of Understanding:

- (a) Prudential will add a definition of "maternity leave of absence", i.e.:
 - i) Any period of maternity leave taken by you in accordance with a Federal or Provincial law or pursuant to mutual agreement between you and the contract-holder; or
 - ii) Any period of maternity leave which the contract-holder requires you to take in accordance with a Federal or Provincial law.
- (b) The entire section relating to the old "curve out" wording will be removed, i.e.:
 - i) Page 23, Section D. LIMITATION. The entire section will be reworded, however, Item 1 will no longer apply.
 - ii) The Employer agrees that Item 3, from Segment D, no longer applies.
- (c) An exclusion will be added to the exclusion section relating to benefits during leave of absence.

Dated at Orillia, Ontario, this 19th day of February, 1992.

Renewed and dated at Midhurst, Ontario, this 25th day of March, 2011.

FOR THE EMPLOYER

FOR THE UNION

Sandra Clark
[Signature]

Judy [Signature]
 Labour Relations Officer
[Signature]
Mary [Signature]

MEMORANDUM OF AGREEMENT

Between:

THE CORPORATION OF THE COUNTY OF SIMCOE
TRILLIUM MANOR HOME FOR THE AGED
[hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Pay Equity Act

It is understood that the parties have agreed that the pay equity rates have been incorporated into the wage rates during the term of the collective agreement.

Signed and dated at Midhurst, Ontario this 11th day of June, 2002.

Renewed and dated at Midhurst, Ontario, this 25th day of March, 2011.

FOR THE EMPLOYER

FOR THE UNION

Brenda Clark

Judith B...
Labour Relations Officer

Col F...

Melanie Harris

Mary Queen

AUTHORIZED BY BY-LAW NO. 6026 PASSED
BY THE COUNCIL OF THE CORPORATION OF THE
COUNTY OF SIMCOE ON March 22, 2011

LETTER OF UNDERSTANDING

Between:

TRILLIUM MANOR HOME FOR THE AGED
[CORPORATION OF THE COUNTY OF SIMCOE]

And:

ONTARIO NURSES' ASSOCIATION

Re: Scheduling Stand By

The parties agree to implement a one year trial of scheduling standby under the following conditions:

An employee who is required to remain available for duty outside her or his regularly scheduled working hours shall receive standby pay in the amount of \$3.30 per hour for the period of standby scheduled by the employer. Where such standby falls on a weekend or paid holiday, the employee shall receive standby pay in the amount of \$4.90 per hour. Standby pay shall, however cease where the employee is called to work.

All other conditions of the Collective Agreement remain in full except as amended above.

The trial shall be reviewed at nine (9) months from the commencement of the trial and if the trial is deemed successful, the parties agree to continue the practice for the life of the Collective Agreement.

Signed and dated at Midhurst, Ontario, this 25th day of March, 2011.

FOR THE EMPLOYER

FOR THE UNION

Brenda Clark

Judy Ben

Labour Relations Officer

Cal Patterson

Valerie Hovine

Mary Duncanson

AUTHORIZED BY BY-LAW NO. 6026 PASSED
BY THE COUNCIL OF THE CORPORATION OF THE
COUNTY OF SIMCOE ON March 23, 2011