

COLLECTIVE AGREEMENT

B E T W E E N:

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

A N D:

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

EXPIRY: March 31, 2023

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – RECOGNITION

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

ARTICLE 3 – DISCRIMINATION

- 3.01 It is agreed that there will be no discrimination by either party or by any of the Nurses covered by this Agreement on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability or any other factor set out in the Human Rights Code of Ontario which is not pertinent to the employment relationship.
- 3.02 The Corporation and the Association agree that there should be no discrimination, restraint, or coercion against any Nurse because of membership or non-membership in the Association.
- 3.03
- (a) Every person who is an Employee has a right to freedom from harassment in the workplace by the Employer, or agent of the Employer, or by another Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status or disability.
 - (b) Every person who is an Employee has a right to freedom from harassment in the workplace because of sex by his or her Employer, or agent of the Employer, or by another Employee.
 - (c) Every person has a right to be free from:
 - i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or

- ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.
- (d) A Nurse who believes that she has been harassed contrary to this provision may file a grievance under Article 8 of this Agreement.

NOTE: "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome and the definition included in the Occupational Health and Safety Act section 1.

ARTICLE 4 – NO STRIKES OR LOCKOUTS

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

ARTICLE 5 – MANAGEMENT RIGHTS

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

ARTICLE 6 – ASSOCIATION COMMITTEES AND REPRESENTATIVES

- 6.01 The Corporation agrees to recognize the following Representatives of the Association:
- (a) a Negotiating Committee of not more than three (3) Nurses employed by the Corporation;
 - (b) a Grievance Committee of not more than three (3) Nurses employed by the Corporation;
 - (c) an Association/Management Committee composed of three (3) members of the Association to meet with appointed Representatives of the

Corporation. The purpose of this Committee is to discuss matters relating to nursing and the provision of the best possible nursing care.

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

(d) Joint Occupational Health and Safety Committee

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

- i) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent accident/injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.
- ii) As a member of the Joint Occupational Health and Safety Committee the parties will have input in creating solutions to promote health and safety in the Home. The Home will ensure adequate stocks of PPE (example N95 respirators), in case of a pandemic outbreak.
- iii) The Joint Occupational Health and Safety Committee shall be established which is composed of an equal number of Employees (one ONA representative) and Employer Representatives. The committee shall normally meet every three months or more frequently if the committee decides for jointly monitoring, inspecting, investigating and reviewing health and safety conditions and practices

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

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

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

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

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

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

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

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

ONA will provide the Corporation with a list of its Joint Occupational Health and Safety Committee representatives. This list will be revised when changes occur.

- 6.02 The Association Committees shall have the right to have the assistance of a Representative from the Ontario Nurses' Association.
- 6.03 The Association will provide the Corporation with a list of personnel, showing its Officers and Nurse Representatives. This list will be revised when changes occur.
- 6.04 The Corporation shall pay Employees their respective salaries for all regular time used for attendance at mutually arranged meetings with Corporation Officials.
- 6.05 (a) Members of the Negotiating Committee shall be excused from scheduled work during the shift immediately preceding, during or following any shift in which negotiations between the Corporation and the Ontario Nurses' Association have occurred. Said members should not suffer any loss of pay or seniority for such day, up to and including arbitration.

NOTE: Scheduled working hours includes all hours that a nurse was booked to work at the Home.

- (b) It is recognized that members of the Negotiating Committee are responsible for advising their Supervisor of impending absences because of scheduled meetings utilizing the current scheduling software.

ARTICLE 7 – ASSOCIATION SECURITY

- 7.01 The Employer shall deduct from each Nurse earning wages in a month a sum equal to the monthly Association dues. The Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association monthly, by the fifteenth (15th) of the following month, its cheque for the dues so deducted, along with a list of names of the Nurses and the amount of such deduction for each Nurse. Such list shall be provided by electronic format. Each list shall show the Social Insurance Number of each Nurse, and the initial list shall contain the address of each Nurse. A copy of this list will be forwarded to the Bargaining Unit President. Such addresses will thereafter be provided annually at the time of the T-4 distribution.
- 7.02
 - (a) The Association shall indemnify and save the Corporation harmless from any dispute arising between the Employee(s) and the Association over the deduction of dues.
 - (b) The Corporation agrees that an Officer of the Association or Employee Representative will be allowed one period up to a maximum of fifteen (15) minutes during regular working hours to orientate newly hired Nurses to ONA.
 - (c) The Employer shall provide each Nurse with a T4 Supplementary Slip, showing the dues deducted in the previous year for Income Tax purposes.
- 7.03
 - (a) No person outside the bargaining unit shall perform work normally performed by members of the bargaining unit except:
 - i) in cases of emergency
 - ii) when instructing other Employees;
 - iii) when performing experimental work;
 - iv) when regular Employees are not available due to being late for work or absent from work; or
 - v) in other circumstances, upon obtaining consent of the Association.
 - (b)
 - i) The Employer will assign at least the same number of total bargaining unit RN hours that are equal to 281.25 hours on a weekly basis. For clarity, this includes existing vacancies.
 - ii) The Employer will make reasonable efforts to recruit a replacement, and will provide the Union with an outline of recruitment activities.

- iii) In the event the Employer cannot meet their ongoing obligation for scheduled RN hours in part (i) above, it shall so notify the Union and fully disclose the reasons thereof. The Union and the Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration in accordance with the Collective Agreement.
 - iv) The Arbitrator/Arbitration Board will have authority to determine whether the reduction in staffing was appropriate and shall have jurisdiction to award an appropriate remedy.
- (c) Where an RN vacancy occurs, the Home will post and fill the position on a permanent basis, and will endeavour to do so within eight (8) weeks. Until the position is permanently filled, it will be work allocated to part-time RNs in the bargaining unit.
 - (d) Nothing in this provision shall be construed to allow persons employed in a management capacity outside the bargaining unit to perform the work of bargaining unit members, except in accordance with (a) above.

7.04

Professional Responsibility

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

- (a) Complain in writing utilizing the attached Professional Responsibility Workload Report form (see Schedule C) to the Association-Management Committee, within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Association-Management Committee, shall convene a meeting of the Association-Management Committee, within ten (10) calendar days of the filing of the complaint to the satisfaction of both parties.
- (b) Failing resolution of the complaint within ten (10) calendar days of the meeting of the Association-Management Committee, the complaint shall be forwarded to an independent Nurse Assessor, who shall be chosen from a panel of four (4) independent Registered Nurses who are well respected within the profession. That panel shall be selected forthwith by the parties, and members of the panel shall sit in a rotation agreed upon by the parties. If a panel member is unable to sit within the time frame stipulated, the panel member next scheduled to sit will be appointed by the parties.
- (c) Nurse Assessors:

Ms Eleanor Plain
 1684 Middle Road
 Kingston, ON K7L 5H6
 Tel: (613) 549-3219
 E-mail: eleanor.plain@sympatico.ca

The parties agree to revise and update the list to ensure that an adequate number of nurse assessors are available. The union will provide a list of names to the employer for discussion.

- (d) The Nurse Assessor shall conduct a hearing concerning the complaint within fourteen (14) calendar days of her appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The independent assessor shall report her decision in writing to the parties within fourteen (14) calendar days following completion of the hearing.
- (e) Each party shall pay one-half ($\frac{1}{2}$) of the fee and expense of the Nurse Assessor.
- (f) Representatives of the O.N.A., including the Labour Relations Officer, and Management have the right to participate in all stages of a professional responsibility complaint.

ARTICLE 8 – COMPLAINTS AND GRIEVANCES

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

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

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

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

8.04 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step No. I

A Nurse, who may have the assistance of an Employee Representative, may present a grievance in writing within ten (10) working days of the circumstances giving rise to it to the Administrator, who shall render a decision in writing within ten (10) working days following the day on which the grievance was submitted. If

this decision is unsatisfactory, Step No. 2 may be invoked within ten (10) working days from receipt of the Administrator's, reply.

Step No. 2

The grievance may be referred to the General Manager, Long-Term Care by submitting it to him/her within the time limits noted above. The grievance shall be discussed with Association Representatives within ten (10) working days of the submission and the General Manager, Long-Term Care shall make his decision known within ten (10) working days following the date of the discussions. If this decision is considered unsatisfactory then Step No. 3 may be invoked within ten (10) working days from receipt of the General Manager, Long-Term Care reply.

Step No. 3

The grievance to be referred by either the Employee concerned or the Bargaining Unit President to the Corporate Manager of Human Resources who shall meet with the Association's Grievance Committee within ten (10) working days of such referral. The decision of the Corporate Manager of the Human Resources shall be delivered in writing to the Labour Relations Officer and the Bargaining Unit President within 10 working days of the date of the meeting. If final settlement has not been reached within ten (10) working days of receipt of such response, the grievance may then be referred to Arbitration by either party.

NOTE: "Working days" will exclude Saturdays and Sundays and designated holidays, but not vacations or other absences.

- 8.05 Any complaint or grievance arising directly between the Corporation and the Association shall be originated under Step No. 2 within ten (10) days after the circumstances giving rise to the complaint or grievance have originated or occurred. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting a Nurse or Nurses which such Nurse or Nurses could themselves institute and the regular grievance procedure should not thereby be bypassed.
- 8.06 Should the Employer discharge or suspend any Nurse(s), notification by the Employer to such Nurse(s) shall be made in the presence of a Nurse Representative. The Nurse(s) and the Association shall be provided with written reasons (within seven [7] days) for the discharge or suspension, except as provided in 10.07. Should the Nurse(s) or the Association wish to file a grievance against this action, it shall be reduced to writing and filed within seven (7) days under Step No. 2 of the Grievance Procedure.
- 8.07 All agreements reached under the Grievance Procedure between Representatives of the Corporation and the Representatives of the Association will be final and binding upon the Corporation, the Association and the Employees.
- 8.08 The employer recognizes a nurse's professional obligations including those obligations related to resident advocacy and rights. Any nurse who follows the County and the Home's established reporting guidelines as well as MOHLTC and

College of Nurses of Ontario standards will not be subject to discipline for the exercise of her / his professional obligations.

ARTICLE 9 – ARBITRATION

- 9.01 When either party decides that any difference, as hereinbefore provided, be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, naming its Appointees.
- 9.02 Within seven (7) days thereafter the other party shall name an Appointee and notify the other party.
- 9.03 The two (2) Appointees so named shall, within seven (7) days, attempt to select by agreement, a Chairman of the Board of Arbitration.
- 9.04 If they are unable to agree on such a Chairman, within the time limits, either party may then request the Minister of Labour for the Province of Ontario to appoint a Chairman.
- 9.05 Both parties of this Agreement agree that unsettled grievances concerning:
- i) job postings;
 - ii) entitlements to leaves;
 - iii) premiums and overtime;
 - iv) scheduling issues;
 - v) recent related experience claims; and
 - vi) any other grievance issues the parties agree to refer;
- shall be referred to a Sole Arbitrator, at the request of either party. The parties shall agree to designate an Arbitrator, within fourteen (14) working days of the receipt of the final grievance response.
- NOTE: The above mentioned time frames exclude Saturdays, Sundays and designated holidays.
- 9.06 No person may be appointed as a member of an Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 9.07 The Arbitration Board shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 9.08 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 9.09 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority of such Board will be final and binding upon the parties thereto, but if there is no majority, the decision of the Chairman governs.

- 9.10 Each of the parties hereto will bear the expenses of its Appointee and the parties will jointly bear the expenses of the Chairman of the Arbitration Board.

ARTICLE 10 – SENIORITY

- 10.01 Seniority lists of Nurses covered by this Agreement showing seniority at Marshall Gowland Manor shall up to and including December 31st of the previous year be posted by the Corporation yearly by February 28th. Two (2) copies of such lists will be forwarded to the Secretary of the Association.

10.02 Promotions, Transfers, and Demotions

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

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

10.03 Notice of Layoff

- (a) In the event of a proposed layoff at the Home of a long-term or permanent nature affecting full-time and/or part-time Nurses, the Home shall:
 - i) provide the Union with no less than two (2 months' written notice of such layoff, and
 - ii) meet with the Union to review the following:
 - A) the reasons causing the layoff;
 - B) the service which the Home will undertake after the layoff;
 - C) the method of implementation, including areas of cutback and the Nurses to be laid off.
 - iii) A long-term or permanent layoff shall be defined as a layoff of eight (8) or more weeks.
 - iv) A) Layoff shall be defined as it is defined in the ESA, except that a reduction in overall part-time RN hours due to the return of a former part-time Nurse to part-time work shall not constitute a layoff. A layoff of full-time and/or part-time Nurses shall be made on the basis of seniority, provided that the Nurses who remain are qualified to perform the available work. Subject to the foregoing, probationary Nurses shall be first laid off.

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

- 1) accept the layoff; or

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

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

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

10.04

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

- (a) When a full-time Nurse transfers to part-time, she will be paid at the same increment level at which she was paid as a full-time Nurse. This shall apply vice-versa for part-time Nurses transferring to full-time. A Nurse who transfers will be credited with any shifts worked since date of last advancement. All service-related benefits, including seniority, shall be retained by a Nurse when she elects to transfer from full-time to part-time and vice-versa.
- (b) When a Nurse transfers from part-time to full-time, the number of hours worked as a part-time Nurse will be used to establish the "seniority date" fifteen hundred [1,500] hours worked is equal to one year of seniority).

Conversely, when a Nurse transfers from full-time to part-time, each year of seniority will translate to 1,500 hours worked. The seniority list for part-time Nurses shall be expressed in terms of total hours worked.

10.05

(a) Job Postings

Subject to Article 7.03(c), where a permanent RN vacancy occurs which the Employer wishes to fill, the posting will be made available via the applicant tracking system for seven (7) days in order that all staff will know that the position is open and they are able to submit a written application via the applicant tracking system. Employees will be notified of job openings via email from the applicant tracking system, upon request.

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

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

(b) Temporary Vacancies

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

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

In filling such vacancies, consideration shall be given to part-time Nurses in the bargaining unit, on the basis of seniority, who are qualified to perform the work in question. Where the Local parties agree, full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses.

If the Employer chooses to not fill a temporary vacancy that is expected to exceed sixty (60) calendar days, the additional shifts that have become available will be equally distributed amongst the part time Nurses for the duration of the planned temporary vacancy. Where such vacancy exceeds sixty (60) days the Employer will notify the Union in writing of the duration of such vacancy.

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

10.06

(a) Seniority shall be retained and accumulated when a Nurse is absent from work under the following circumstances:

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

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

10.07

Probationary Period

Newly hired employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours worked, from the date of hiring. The probationary period may be extended by mutual consent. During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge.

The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance procedure except as otherwise provided in this clause. Employees employed under the probationary period may be discharged for any reason, including unsuitability, provided such discharge is not discriminatory or in bad faith. In such circumstance, an allegation of action contrary to this clause may be taken up as a grievance.

After completion of the probationary period, seniority for full-time Employees shall be effective from the last date of employment at the Home where the Employee works, and for part-time employees according to the length of time worked at the Home where the Employee works as calculated in "Schedule D".

The probationary period for part-time Nurses is nine (9) months or four hundred and fifty (450) hours worked, whichever comes first.

10.08 Transfer out of the Bargaining Unit

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

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

A Nurse must remain in the bargaining unit for a period of at least five (5) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

ARTICLE 11 – LEAVE OF ABSENCE

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

(b) Educational Leave

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

- ii) Notwithstanding the provisions of (a) above, the Corporation is prepared to take into consideration such policies as from time to time may be approved by the Director of Nursing and Personal Care or Designate relative to continuing a Nurse on salary and paying reasonable travel and living expenses during the period of her attendance on an approved course.
- iii) Subject to the approval of the Director of Nursing and Personal Care, each nurse may request paid professional development days. The nurse shall provide the home with at least two (2) weeks notice or as much notice as possible in order to ensure replacement of staff.

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

11.02

Bereavement Leave

- (a) A Nurse shall be granted up to four (4) working days' leave within a period of seven (7) calendar days without loss of pay or benefits, in the case of a death or life-threatening illness of a spouse, parent, step-parent, child, common-law-spouse, brother, sister, mother-in-law, father-in-law, daughter-in-law, and son-in-law. This clause shall also apply to persons standing in loco parentis.

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

- (b) A Nurse shall be granted up to three (3) working days within a period of seven (7) calendar days of leave without loss of pay or benefits, in order to attend the funeral or memorial service of a grandparent, grandparent-in-law, grandchild, provided the funeral or memorial service falls on a regularly scheduled work day.
- (c) One (1) working day for brother-in-law, sister-in-law, and any other person for whose physical and financial care the Employee is responsible. Persons included in the latter classification shall be subject to the approval of the Director of Nursing and Personal Care.
- (d) The Nurse shall advise her Director of Nursing and Personal Care, or Designate, of the need for bereavement leave at her earliest convenience.
- (e) It is agreed that a bereaved Employee may be granted additional time off, without pay, for the purpose of travel and/or other matters related to the estate of the deceased, subject to the prior approval of the Director of Nursing and Personal Care or Designate.
- (f) For the purpose of this Article, "life threatening illness" will be interpreted in a manner consistent with the Family Medical Leave provisions of the Employment Standards Act, 2000.

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

11.03

(a) Association Business

Leave of absence for Association business may be given up to a total of (50) days, in the aggregate, during any one calendar year. It is agreed that not more than one (1) Nurse from the Home shall be absent on leave at the same time; except that (without extending the 50 day total) the employer shall not unreasonably deny leave to a second nurse for the purpose. For the purpose of this paragraph 11.03, the term "nurse" includes both full-time and part-time nurses.

During such leave of absence the Employer will continue a Nurse's salary (including percentage in lieu of benefits, if any) and applicable benefits. The Local Association agrees to reimburse the Employer for the cost if the salary (including percentage in lieu of benefits, if any) and applicable benefits as outlined below which were maintained by the Employer during the leave.

In the case of Provincial Committee meetings, the Association (rather than the Local Association) will reimburse the Employer for the amounts described at this Article. The Employer will bill the Treasurer for the Association or the Local Association within a reasonable period of time. All Nurses will receive service and seniority for all leaves granted under this Article.

For greater clarity, the determination of the cost of the applicable benefit shall be made with regard to the Employer's actual costs associated with the following (all calculated in connection with the period of the leave):

- Group insurance benefits;
- Contributions to OMERS;
- CPP Remittances;
- EI Premiums;
- WSIB Premiums; and
- EHT

The Employer agrees that it will bill the Association (or the Local Association) (a) its actual costs associated with the leave, as determined in accordance with this Article, or (b) the salary maintained by the Employer during the leave plus an amount equal to 23% of that salary, whichever of the amounts at (a) or (b) is less.

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

A Nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay up to a total of one hundred (100) days annually.

There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leaves of absence. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Association leave provided in part (a), above.

11.04 All requests for any Leaves of Absence shall be submitted in writing and include the expected date of return to work and shall be subject to the approval of the Director of Nursing and Personal Care or Designate. All requests must be made as soon as practicable. When a Leave of Absence is approved, a copy of the approval will be provided to the Bargaining Unit President.

11.05 Pregnancy and Parental Leave

(a) Pregnancy Leave

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

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

- v) Effective June 1, 1993, on confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit (SUB) Plan, a Nurse who is on pregnancy leave, as provided under this Agreement, who has applied for and is in receipt of Employment Insurance pregnancy

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

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

The cumulative amount of the total SUB payment shall not increase or decrease as a result of an employee's option to extend any leave under changes to existing Employment Insurance legislation.

(b) Parental Leave

- i) A Nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- ii) A Nurse who has taken a pregnancy leave under Article 11.06(a) is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the *Employment Standards Act*. A Nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months' duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the Nurse shall advise the Home as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the Nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- iii) The Nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- iv) Nurses newly hired to replace Nurses who are on approved parental leave may be released and such release shall not be the

subject of grievance or arbitration. If retained by the Home, in a permanent position, the Nurse shall be credited with seniority from the date of hire subject to successfully completing her probationary period. The Nurse shall be credited with shifts worked (hours worked for Nurses whose regular hours of work are other than the standard work day) toward the probationary period provided in Article 10.07 to a maximum of thirty (30) shifts (225 hours for Nurses whose regular hours of work are other than the standard work day).

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

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

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

The cumulative amount of the total SUB payment shall not increase or decrease as a result of an employee's option to extend any leave under changes to existing Employment Insurance legislation.

11.06

Family Medical Leave

- (a) An employee is entitled to Family Medical Leave in accordance with the *Employment Standards Act*.
- (b) A nurse who is on such leave shall continue to accumulate seniority and service and the Home will continue to provide its share of the premiums of the subsidized employee benefits in which the nurse is participating during

the leave. The Employer and the employee shall make contributions to the pension plan in accordance with the provisions as set out by OMERS.

- (c) The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable position.

ARTICLE 12 – ORIENTATION AND IN-SERVICE PROGRAM

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

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

- six (6) shifts regarding resident care issues to assist the Nurse in assuming the role of Registered Nurse in the facility, including in-service on the computer nursing package and other documentation issues;
- two (2) shifts to review policies and responsibilities which apply when the Nurse is placed in charge of the Home; and
- the one (1) day general orientation session provided to all new County Nurses;
- If the RN and management agree that the RN is competent in any orientation phase prior to the completion of the outlined shifts, they can agree to complete the orientation program earlier.

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

- 12.02 When a Nurse is on duty and authorized to attend any in-service program, staff meetings, etc., during her regularly scheduled working hours, she shall suffer no loss in regular pay. If a Nurse is required by the Employer to attend courses or meetings outside of her regularly scheduled working hours, she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay. Where a nurse is scheduled to work 2200 - 0600 the day before a scheduled mandatory in-service/training, she will be provided the opportunity to request either an unpaid LOA, vacation or lieu time for such shift. Such request shall not be arbitrarily denied.

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

ARTICLE 13 – SICK LEAVE PAY

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

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

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

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

The medical certificate must state:

- i) the date the Nurse was examined by the physician or surgeon, or Nurse Practitioner and;
- ii) the date the illness commenced;
- iii) the nature of the illness and;
- iv) the anticipated date of return to work;

If the illness is anticipated to require long-term convalescence, the certificate must indicate the approximate duration of the recovery period; while on long-term convalescence, medical certificates are required on a regular basis.

In order to provide necessary information to the employer's insurer so as to allow it to properly assess an employee's entitlement to benefits, an employee, when requested in writing, shall provide appropriate medical information as reasonably requested by the insurer.

The Employer will pay for all medical certificates it requires.

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

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

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

13.04 Modified Work

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

13.05 Duty to Accommodate

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

ARTICLE 14 – PAID HOLIDAYS

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

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

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

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

- 14.02 (a) Nurses who are required to work on the above listed holidays shall receive double time and one-half (2½) for work performed, or at the Nurse's option, shall be paid time and one-half (1½) for work performed and in addition, shall be entitled to a day off with pay at a mutually agreeable time within 90 days in accordance with the *Employment Standards Act*.
- (b) When any of the above-mentioned paid holidays falls on any Nurse's regular day off, the Nurse shall be given an extra day's pay, or at the Nurse's option, a day off with pay at a mutually agreeable time.
- 14.03 "Holiday Pay" shall be defined as the amount of straight time pay, exclusive of shift premium, which a Nurse would have received if she had worked her normal shift of work.
- 14.04 A shift that begins or ends during the twenty-four (24) hour period of the above holiday, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.
- 14.05 (a) In order for a full-time Nurse to qualify for payment for a paid holiday without being required to work, such Nurse must work her last scheduled working day before and her first scheduled working day after the holiday, unless the Employee is absent on any such days with permission of the Corporation.
- (b) Full-time Nurses absent on unpaid leave of absence in excess of twelve (12) days during the four (4) weeks immediately preceding a paid holiday shall not be eligible for a paid holiday observed during the period of absence, unless such leave commenced within five (5) working days of the holiday.

ARTICLE 15 – VACATIONS

- 15.01 All full-time employees shall receive annual vacation based upon their length of continuous service with the Corporation as measured from their date of hire. The schedule is based on a twenty-six (26) week pay period in a year. Where such number of pay periods is greater the hours per pay may vary.
- A full-time Nurse who has had less than thirty (30) continuous days of absence other than for vacation or illness, during the vacation year, shall accrue an annual vacation at regular rates of pay in accordance with credited service as set out below:
- (a) Nurses with less than three (3) years of continuous employment shall receive an annual vacation of three (3) weeks (112.5 hours for employees whose regular hours of work are other than the standard work day) with pay at their regular rate.
- (b) Nurses who have completed three (3) years or more but less than twelve (12) years of continuous employment shall receive an annual vacation of four (4) weeks (150 hours for employees whose regular hours of work are other than the standard work day) with pay at their regular rate.

- (c) Nurses who have completed twelve (12) years or more of continuous employment but less than twenty (20) years shall receive an annual vacation of five (5) weeks (187.5 hours for employees whose regular hours of work are other than the standard work day) with pay at their regular rate.
- (d) Nurses who completed twenty (20) but less than twenty-five (25) years of continuous employment shall receive an annual vacation of six (6) weeks (225 hours for employees whose regular hours of work are other than the standard work day) with pay at their regular rate.
- (e) Nurses who have completed twenty-five (25) years or more of continuous employment shall receive an annual vacation of seven (7) weeks (262.5 hours for employees whose regular hours of work are other than the standard work day) with pay at their regular rate.

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

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

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

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

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

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

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

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

For the purpose of vacation entitlement, service shall mean any combined service in both a full-time and part-time capacity, if applicable. For the purpose of this clause, fifteen hundred (1,500) hours worked of part-time service shall equal one (1) year of full-time service and vice-versa.

- 15.04 (a) Where a Nurse becomes sick immediately prior to going on vacation and is thus prevented from taking vacation, the Nurse shall have her/his vacation rescheduled at a time mutually agreed to between the nurse and the Director of Nursing and Personal Care, provided the Nurse provides satisfactory evidence to her/his Supervisor of such illness.
- (b) If during a vacation a Nurse becomes seriously ill or incapacitated and under the care of a medical doctor, that period of serious illness or incapacitation shall be considered as sick time and any unused vacation will be rescheduled. The Nurse shall provide satisfactory evidence to her/his Supervisor/Manager of such serious illness/incapacitation. The Nurse is responsible for notifying the Supervisor/Manager of such serious illness or incapacitation when it occurs.
- 15.05 A vacation request, which has been submitted by the nurse and then approved by the Employer, may not be cancelled by either party, unless mutually agreed to by both parties.

ARTICLE 16 – EMPLOYEE BENEFITS

16.01 Ontario Employer Insurance Plan

- (a) The Corporation agrees to contribute one hundred percent (100%) of the billed premium under the Ontario Health Insurance Plan for each eligible Nurse in the active employ of the Corporation through the Payroll Health Care Tax.
- (b) The Corporation shall pay one hundred percent (100%) of Semi-private coverage and Extended Health Care, which includes a \$10 – \$20 deductible drug plan and Out-of-Province Travel Insurance. The Corporation shall provide each eligible Nurse with a Drug Card for prescriptions. There will be a Vision Care Rider in the amount of four hundred and fifty dollars (\$450.00) every twenty-four (24) months per Nurse and eligible dependants for glasses or contact lenses or laser surgery.
- (c) Effective the first of the month following ratification, extended health benefits one hundred percent (100%) Employer paid to include:
- Physiotherapy: to a maximum of four hundred dollars (\$400.00) per year per Employee and per eligible dependants unless the current plan has a higher or no cap.
- Massage Therapy, Chiropractic and Acupuncture to a maximum of four hundred dollars (\$400.00) per year per class of practitioner per employee and per eligible dependant.
- (d) Effective the first of the month following ratification, one hundred per cent (100%) of the cost of eye examinations every two (2) years up to one hundred dollars (\$100.00) per Employee and per eligible dependant.

- (e) Part Time Nurses moving to Full Time positions, who have three (3) months of continuous service with the County, will be eligible for benefits immediately and will have their percent in lieu of benefits removed from their hourly rate.
- (f) Effective April 12, 2018 hearing aides to a maximum of seven hundred (\$700.00) per employee every three (3) years.

16.02 Group Life Insurance

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

16.03 Pension Plan

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

- 16.04 Effective June 1, 1993, the Corporation shall enrol, subject to the waiting period required by the Carrier, all eligible full-time Nurses, in the Dental Plan applicable to Nurses of Lambton County. The cost of such plan shall be shared fifty/fifty by the Corporation and the Nurse. The Nurse's share of the premium will be paid by payroll deduction.

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

Effective the first of the month following ratification, the following increases will apply to the existing dental plan:

Orthodontics 50/50 co-insurance with two thousand dollars (\$2,000.00) maximum per insured lifetime providing the balance of the monthly premiums are paid by the Nurse through payroll deductions.

At 50/50 coinsurance and two thousand dollars (\$2,000.00) maximum annually:

Complete and partial dentures
Crowns, bridgework and repairs to same

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

ARTICLE 17 – MISCELLANEOUS

- 17.01 The Corporation shall provide a bulletin board for the use of the Association.
- 17.02 The Association may hold meetings or conduct Association business on the property of the Corporation at any time, with the permission of the Director of Nursing and Personal Care, provided the Nurses are off duty.
- 17.03 Whenever the feminine pronoun is used in this Collective Agreement, it includes the masculine and non-binary pronouns where the content so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa.
- 17.04
- (a) A Registered Nurse is a Nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* and the *Nursing Act*.
 - (b) A nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses of Ontario must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate. If the nurse fails to obtain her or his General Class Certificate of Registration, prior to the expiry of her or his Temporary Class Certificate of Registration but in any case not longer than two (2) years from her date of hire, she or he will be deemed to be not qualified and she or he will be terminated from the employ of the Home. Such termination shall not be subject matter of grievance or arbitration.
 - (c) The term "Nurse" is used to describe a Registered or Temporary Class Nurse in the employment of the Corporation.
 - (d) A full-time Nurse is defined as a Nurse who is regularly scheduled for seventy-five (75) hours over a two (2) week pay period.
 - (e) A part-time Nurse is defined as a Nurse who regularly works less than the normal full-time hours on a regular predetermined basis.
 - (f) A casual part-time Nurse is a Nurse who is not regularly scheduled and is called in for occasional shifts.
 - (g) "Shift" – Where the word "shift" is used in this Agreement, it is to be construed to mean the scheduled shift of the Employee concerned.
 - (h) Pay Days

The regular pay day shall be every second Thursday during the term of this agreement and the Corporation will make every effort to have pays in the Employee's bank account by Thursday morning of a pay week. The Employer will provide ninety (90) days written notice to the Association and affected Employees of any change to the biweekly schedule of pay deposits.

17.05 (a) Performance Evaluation

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

(b) Access to Files

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

(c) Any letter of reprimand or discipline shall remain on the file for no longer than twelve months.

(d) No incident or document shall be used against the Nurse unless she was informed of it in a timely manner.

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

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

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

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

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

17.09 Influenza Vaccine

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

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

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

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

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

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

17.10

Violence in the Workplace

The parties agree that "workplace violence" shall be defined as assault, and attempted or threatened physical force that (if carried out) could cause physical harm.

In addition to this definition the parties agree the definitions of workplace violence, discrimination, workplace harassment, and domestic violence apply from the Employer's policies and programs (as amended from time to time) regarding Workplace Violence and Workplace Harassment, and the *Occupational Health and Safety Act*. In addition the parties agree as follows:

- (a) Any employee subjected to workplace violence shall report this to a supervisor who will promptly investigate the report and take every reasonable effort to rectify the situation to protect the health and safety of the worker. The outcomes of the investigation and any consequent actions to be taken will be communicated to the nurse(s) affected and to the Union.
- (b) In the event of workplace violence:
 - i) a worker can summon immediate assistance by contacting the Manager On-Call or other person designated by the employer, and where appropriate in respect of immediate or ongoing violence, the police; and
 - ii) the Manager On-Call or a managerial designate, once notified by staff of a workplace violence incident, will reasonably attend at the Home to assist staff in responding to the incident.

- (c) The employer will report all reported incidents of workplace violence in writing in accordance with the Occupational Health and Safety Act to the Joint Health and Safety Committee for review and to the Union, in advance of the next meeting of the Committee. The Committee will discuss each incident of workplace violence and provide feedback to the Employer on suggested measures and procedures to be taken. The Employer, in consultation with the Joint Health and Safety Committee and the Union, shall develop a training program, as appropriate, with respect to workplace violence issues, which shall include a visible early warning system for all employees who may be exposed to residents who have a history of violent behaviour.

ARTICLE 18 – SCHEDULES

18.01 Attached hereto and forming part of the Agreement are:

Schedule A – Salary Schedule and Classifications
 Schedule B – Hours of Work and Working Conditions
 Schedule C – Professional Responsibility Workload Report form
 Schedule D – Addendum, re: Part-time Nurses
 Schedule E – Job-Sharing

ARTICLE 19 – DURATION OF AGREEMENT

19.01 This Agreement shall become effective on April 1, 2020 and shall continue in effect until March 31, 2023 and shall be automatically renewed from year to year thereafter, unless within a period of sixty (60) days prior to the expiry date in any year subsequent thereto, either party proposing to terminate, change or alter this Agreement shall give the other party written notice of such termination, changes or alterations to this Agreement and both parties shall thereupon negotiate in good faith with respect to the matters which it is proposed to terminate, change or alter and the remaining provisions shall automatically renew themselves as aforesaid.

ARTICLE 20 – RETROACTIVITY

20.01 Increases to the full-time and part-time salary schedules shall be retroactive to the dates specified and apply to all Nurses in the bargaining unit as of April 1, 2020. Any new Nurses hired since that date shall be entitled to pro-rata adjustment to their remuneration from the date of their employment.

The Employer shall pay retroactive wages in respect of the April 1, 2020 wage increase on the basis of all paid hours from April 1, 2020. Payment is to be made within 60 days of the date of this award. Eligible employees who have left the employ of the Employer are to be notified of their entitlement to retroactive wages in writing at their address on file within 30 days of the date of this award. Payment is to be made within 30 days of acknowledgment of receipt of such notice.

ARTICLE 21 – TRAINING AND DEVELOPMENT

21.01 The parties agree and recognize the benefits which accrue from effective training and development programs. In accordance with the Corporation of the County of Lambton policy Training and Development and Nurse may make application for training and education, such request shall not be unreasonably denied.

SIGNED at Wyoming, Ontario this 23rd day of November, 2020.

FOR THE CORPORATION

Tonya Furtado

Joe Solinas

Carla Alway

Gemma Nott

FOR THE UNION

Alyssa Penney

Julie Sexton

Amy Huizinga

Carol Frankland

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

Full-Time Registered Nurse

	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
Start	34.02	34.62	35.23
1 Year	34.17	34.77	35.38
2 Years	34.74	35.35	35.97
3 Years	36.44	37.08	37.73
4 Years	38.17	38.84	39.52
5 Years	40.30	41.01	41.73
6 Years	42.44	43.18	43.94
7 Years	44.61	45.39	46.18
8 Years	47.76	48.60	49.45
25 Years	48.62	49.47	50.34

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

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

Clarity Note:

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

The calculation is:

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

NOTES:

1. Seniority increases for Nurses shall be effective on their anniversary date.
2. **Recent Related Experience**

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

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

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

3. (a) Workplace Safety & Insurance Board

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

Where a Nurse who is absent from work as a result of illness or injury sustained at work is awaiting approval of her claim for Workplace Safety & Insurance Board Benefits, that Nurse may utilize her sick leave credits, provided the Nurse has not received any payment from the Workplace Safety & Insurance Board and two (2) weeks have elapsed from the date of her reporting the claim to the Employer. The payment will be equivalent to the lesser of the benefits she would receive from the Workplace Safety & Insurance Board, if her claim was approved, or the benefit to which she would be entitled under the sick leave plan. Payment will be retroactive to the first date of absence and the Nurse will submit a written request to use sick leave credits, together with an undertaking that any payment received will be refunded to the Employer, if required, following final determination of the claim by the Workplace Safety & Insurance Board. If the Workplace Safety & Insurance Board does not approve the claim, the monies paid as an advance will be applied toward the benefit to which the Nurse would be entitled under the sick leave plan. Any payment under this provision will continue until the Nurse has exhausted her sick leave credits or returned to work, whichever comes first.

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

(b) Jury and Witness Duty

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

4. (a) Responsibility Pay

Should the Director of Nursing and Personal Care be away for more than one day, and is not working and unavailable by phone, the Employer may decide to assign the senior bargaining unit member scheduled to work to relieve the Director of Nursing and Personal Care. Another bargaining unit member will be scheduled to replace the relieving Nurse for those days. It is understood that the bargaining unit member assigned to relieve the Director of Nursing and Personal Care for more than one day will be backfilled as of the first day.

The parties agree that in circumstances where the Director of Nursing and Personal Care is away and requests the intervention of a bargaining unit member the intervening nurse will immediately be assigned to relieve the Director of Nursing and Personal Care and will be paid responsibility pay.

Where the Corporation assigns a Nurse to the responsibilities of the Director of Nursing and Personal Care so assigned will be paid a responsibility allowance of seventeen dollars and fifty cents (\$17.50) for each shift.

(b) Charge Pay

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

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

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

(c) Weekend Premium

Effective April 1, 2016, there shall be a weekend premium of two dollars and fifty-five cents (\$2.55) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

Effective April 1, 2017, there shall be a weekend premium of two dollars and seventy cents (\$2.70) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

(d) Night Shift Premium

Effective April 1 2016, the shift differential for all hours worked between the hours of 2300 and 0700 shall be two dollars and forty cents (\$2.40).

Effective April 1, 2017, the shift differential for all hours worked between the hours of 2300 and 0700 shall be two dollars and fifty-five cents (\$2.55).

(e) Evening Shift Premium

Effective April 1, 2016, the shift differential for all hours worked between the hours of 1500 and 2300 shall be two dollars (\$2.00).

Effective April 1, 2017, the shift differential for all hours worked between the hours of 1500 and 2300 shall be two dollars and fifteen cents (\$2.15).

SCHEDULE B- HOURS OF WORK AND WORKING CONDITIONS

1. (a) The normal shift shall be composed of seven and one-half (7½) consecutive hours, exclusive of an unpaid one-half (½) hour meal period.

The normal work week shall be composed of five (5) shifts, that is thirty-seven and one-half (37½) hours per week.

- (b) A rest period of fifteen (15) minutes will be granted during each half shift.

2. Scheduling Regulations

- (a) Normally two (2) consecutive days off will be scheduled during each work week, however, schedules may be agreed upon to provide for more than five (5) consecutive days of work, but not more than seven (7) consecutive days of work without days off as long as four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual consent.
- (b) Shifts of duty schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period. The winter holiday schedule, specifically from mid November to mid January, shall cover an eight (8) week period and requests for time off will be submitted at least three (3) weeks prior to the posting of the eight (8) week winter holiday schedule. Requests for time off must be submitted at least four (4) weeks in advance of the schedule being posted. Requests for change in posted time schedules must be submitted in writing and co-signed by the Nurse willing to exchange days off or shift of duty. In any event, it is understood that such a shift of duty, initiated by the Nurse and approved by the Director of Nursing and Personal Care or Designate, shall not result in overtime compensation or payment.
- (c) At least sixteen (16) hours time off shall be scheduled between shifts of duty, and at least thirty-two (32) hours time off shall be scheduled following night duty. Where only one (1) night shift is worked, only twenty-four (24) hours time off shall be scheduled. A shorter period of time between changes of shift may be scheduled by mutual consent.
- (d) The Home will schedule each Nurse four (4) weekends off in eight (8). A Nurse shall receive premium pay for all hours worked on a fourth (4th) consecutive weekend and all subsequent consecutive weekends, except where:
 - i) such weekend work or part thereof has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
 - ii) such Nurse has requested scheduled weekend work only; or
 - iii) such weekend or part thereof is worked as the result of an exchange of shifts with another Nurse.

The Home shall not cancel the pre-booked weekend shifts on a fourth (4th) weekend that becomes a premium pay weekend as a result of coming in on previous weekends off.

- (e) A Nurse may be required to rotate all of the three (3) shifts of duty, and fifty percent (50%) of her shifts shall be scheduled on the day shift.
- (f) The Employer will schedule Nurses off duty for either Christmas Eve, Christmas Day and Boxing Day in connection with the Christmas Holiday; or New Year's Eve and New Year's Day in connection with the New Year's Holiday. The nurse can request up to five (5) consecutive days over either period.

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

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

Where the Nurse requests to have five (5) days off at either Christmas or New year's in order to facilitate such request the provisions of Schedule B – 2 shall be waived during the period from December 15th to January 15th.

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

3. Overtime

- (a) Authorized work, in excess of seven and one-half (7½) hours in a standard day, shall be compensated at the rate of time and one-half.
- (b) When a Nurse works on her days off, such Nurse will be compensated at the rate of time and one-half (1½).
- (c) When a Nurse is recalled to work and reports to work outside of her regular hours, she shall be paid at time and one-half (1½) her regular rate of pay with a guaranteed minimum of three (3) hours' pay at her regular rate of pay.
- (d) When available work results in premium pay, it will be offered in accordance with Schedule D of this agreement.
- (e) Where a Nurse has had a shift cancelled, the next available shift will be offered to the Nurse who had the shift cancelled.

4. Innovative Unit Scheduling

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

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

5. Shifts affected by Daylight Saving Time

For shifts affected by the change from daylight saving time to standard time and vice-versa, the Nurse shall be paid for hours: the night shift shall be paid in the Spring; seven and one half (7 ½) hours and in the Fall; eight and one half (8 1/2) hours.

SCHEDULE C- ONA - PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM

ONTARIO NURSES' ASSOCIATION (ONA)
LONG-TERM CARE (LTC)
PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM

The Professional Responsibility Clause in the Collective Agreement is a problem solving-process for nurses to address nursing practice and workload concerns relative to resident care/outcomes and safety. This form is a documentation tool that can facilitate and promote a problem-solving approach.

SECTION 1: GENERAL INFORMATION

Name(s) of Employee(s) Reporting (Please Print)

Employer: _____ Unit/Floor/Pod: _____

of Beds in Unit/Home: _____ Unit/Home Census this Shift: _____

Date of Occurrence: _____ Time: _____ 7.5 hour shift ☐ 11.25 hour shift ☐ Other ☐Is this a Specialty Unit? Yes ☐ No ☐ Date/ _____

Name of Supervisor: _____ Time Notified: _____

SECTION 2: WORKING CONDITIONS

In order to effectively resolve workload issues, please provide details about the working conditions at the time of occurrence by providing the following information:

Regular Staffing: RN _____ RPN _____ PSW _____ Clerks & Other _____

Actual Staffing: RN _____ RPN _____ PSW _____ Clerks & Other _____

Agency/Registry Staff: Yes ☐ No ☐ And how many? _____Junior Staff: Yes ☐ No ☐ And how many? RN _____ RPN _____

PSW _____ Temp RNs _____

RN Staff Overtime: Yes ☐ No ☐ If yes, how many staff? _____ Total Hours _____**as defined by your unit/floor/pod*

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:

Absence/Emergency Leave ☐ Sick Call(s) ☐ Vacancies ☐Management Support available on site Yes ☐ No ☐On Standby? Yes ☐ No ☐ On Call? Yes ☐ No ☐Did they respond? Yes ☐ No ☐ Did they resolve the issue? Yes ☐ No ☐

Charge nurses (CN) are not held accountable for the actions of others, they are accountable for their actions in relation to others ("Nurse in Charge", *CNO Communique*, Sept. 2002).

Were you working in a Charge Nurse Leadership Role? Yes ☐ No ☐i) Assigning:Could you assign staff according to their abilities? Yes ☐ No ☐Did you have time to determine what staff was most likely to need your help? Yes ☐ No ☐Did you have time to provide necessary support and supervision? Yes ☐ No ☐

ii) Communication:

Could you regularly check in with staff during the shift to identify the need for support? Yes ☐ No ☐

Are there clear roles and responsibilities? Yes ☐ No ☐

Are there decision trees, current care plans etc. to assist the CN to quickly identify problems, decide on follow-up action, and who will take that action based on the roles and responsibilities? Yes ☐ No ☐

Have you notified compliance? Yes ☐ No ☐

iii) Leadership/Supervision:

Were you given enough time, opportunity, tools and resources to properly supervise? Yes ☐ No ☐

Did you need to stop an unsafe situation? Yes ☐ No ☐

If yes, did this include intervening or taking over the care of a resident? Yes ☐ No ☐

On this shift, leadership was demonstrated in the following ways: (Check all that apply)

- ☐ Facilitating ☐ Role model/mentor ☐ Advocating/promoting quality care
☐ Resource person ☐ Problem solver ☐ Team collaborator

SECTION 3: NURSE/RESIDENT/ENVIRONMENT CARE FACTORS CONTRIBUTING TO THE CONCERN/ISSUE

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

☐ Change in resident acuity/incidents e.g. falls. Provide details:

☐ Number of residents on infectious precautions Type of Precautions:

☐ # of Admissions # of Deaths # of Transfers to Hospital:

☐ Lack of/or equipment/malfunctioning equipment. Please specify:

☐ Visitors/Family Members ☐ Lack of resources/supplies ☐ Home in outbreak

☐ Communication/Process Issues ☐ Home in enhanced compliance monitoring

☐ Drs. Days Non-Nursing Duties. Please specify:

☐ Other (i.e. Physician/Nurse Practitioner unavailable, # of RAIs & RAPs, # of palliative residents). Please specify:

☐ Exceptional Resident Factors (i.e. significant amount of time required to meet residents' needs/expectations). Please specify:

☐ Exceptional Resident Factors (i.e. significant amount of time required to meet residents' needs/expectations). Please specify:

☐ Exceptional Resident Factors (i.e. significant amount of time required to meet residents' needs/expectations). Please specify:

SECTION 4: DETAILS OF OCCURRENCE

Provide details of how the resident's well-being was potentially or actually compromised. Please identify the Nursing Standard(s)/Practice Guidelines/Best Practices or employer policy that are believed to be at risk:

☐ Is this an: Isolated incident? ☐ Ongoing problem? ☐ (when in outbreak) ☐ (Check one)

SECTION 5: REMEDY

(A) Discuss the concern/issue within the unit/area/home at the time the concern/issue occurs. Provide details of how it was or was not resolved.

(B) Failing resolution at the time of the concern/issue, seek assistance from the person designated by the employer as having responsibility for a timely resolution. **Continue to move up the management ladder for a timely resolution. Provide details including name(s) of individual(s):**

SECTION 6: RECOMMENDATIONS

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

- | | | |
|--|--|--|
| <input type="checkbox"/> Inservice | <input type="checkbox"/> Orientation | <input type="checkbox"/> Review nurse/resident ratio |
| <input type="checkbox"/> Change unit layout | <input type="checkbox"/> Float/casual pool | <input type="checkbox"/> Review policies & procedures |
| <input type="checkbox"/> Adjust RN staffing | <input type="checkbox"/> Adjust support staffing | <input type="checkbox"/> Replace sick calls/LOAs, etc. |
| <input type="checkbox"/> Input into how compliance recommendations are implemented | | |
| <input type="checkbox"/> Change Start/Stop times of shift(s). Please specify: | | |

☐ Equipment/Supplies. Please specify:

☐ Other. Please specify:

SECTION 7: EMPLOYEE SIGNATURES

Signature:		Phone # / Personal E-mail:	
Signature:		Phone # / Personal E-mail:	
Signature:		Phone # / Personal E-mail:	
Signature:		Phone # / Personal E-mail:	
Date Submitted:			

SECTION 8: MANAGEMENT COMMENTS

Did you discuss the issues with your employee/nurse on their next working day?

Yes ☐ No ☐ If yes, date:

Provide details:

Please provide a written response with information/comments in response to this report, including any actions taken to remedy the situations, where applicable and provide a copy to the nurse(s), Bargaining Unit President and Labour Relations Officer (LRO).

SECTION 9: RESOLUTION

Is the issue resolved? Yes ☐ No ☐

If yes, how is it resolved?

If no, please provide the date in which you forwarded this to Union-Management Committee (Labour-Management).

SECTION 10: RECOMMENDATIONS OF UNION-MANAGEMENT COMMITTEE (LABOUR-MANAGEMENT)

The Union-Management Committee recommends the following in order to prevent similar occurrences:

Dated:

- Copies:
- (1) Manager
 - (2) Director of Care (or designate)
 - (3) ONA Rep
 - (4) ONA Member
 - (5) ONA LRO

**ONTARIO NURSES' ASSOCIATION (ONA)
LONG-TERM CARE (LTC)
PROFESSIONAL RESPONSIBILITY REPORT FORM
GUIDELINES AND TIPS ON ITS USE**

The parties have agreed that resident care is enhanced if concerns relating to professional practice, resident acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. The collective agreement provides a problem solving process for nurses to address concerns relative to resident care. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach.

PRIOR TO SUBMITTING THE WORKLOAD REPORT FORM PLEASE FOLLOW THE PROBLEM SOLVING PROCESS BELOW and AS OUTLINED IN THE COLLECTIVE AGREEMENT ARTICLE 19 FOR NURSING HOMES OR AS IDENTIFIED IN YOUR COLLECTIVE AGREEMENT.

PROBLEM SOLVING PROCESS

- 1) At the time the workload issue occurs, discuss the matter within the Unit/Floor to develop strategies to meet resident care needs using current resources. using established lines of communication, seek immediate assistance from an individual identified by the Employer (e.g. Charge Nurse/Assistant Director of Care/ Director of Care/Administrator) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload at the time of the occurrence, **complete** the form. **Some** Collective Agreements require the nurse to discuss the issue with the Manager (or designate) on the next day that both the Employee and Manager (or designate) are working or within the time frame stated in the Collective Agreement, **however** in the absence of this language, it is recommended and a good practice to discuss the concern with your Manager.
- 3) When meeting with the manager, you may request the assistance of a Union representative to support/assist you in the meeting. Every effort will be made to resolve the workload issues at the unit level. The Bargaining Unit Representative shall be involved in any resolution discussions at the unit level. All discussions and action will be documented.
- 4) The Nursing Home Professional Responsibility Clause assumes the Nursing Leader consulted in Steps 1 & 2 would be the same person consulted in the above Step 3; therefore, the Nursing Home Step 2 is: Failing resolution, **submit** the Professional Responsibility Workload Report Form to the Union-Management Committee within 20 calendar days from the alleged improper assignment. The Union-Management Committee will meet within 20 days of the filing of the complaint to attempt to resolve the complaint to the satisfaction of both parties. This is Step 3 in most of the other Collective Agreements. Please check your own Collective Agreement for accurate timelines. (SEE BLANK REPORT FORM ATTACHED TO THESE GUIDELINES.)
- 5) Prior to the complaint being forwarded to the Independent Assessment Committee (IAC), the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.
- 6) If the issue remains unresolved it shall be forwarded to an IAC as outlined in the Collective Agreement within the requisite number of days of the meeting in 3) above.
- 7) The Union and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.
- 8) Any settlement arrived at under the Professional Responsibility Clause of the Collective Agreement shall be signed by the parties.

TIPS FOR COMPLETING THE FORM

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) As much as possible, you should report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5) Identify the College of Nurses of Ontario (CNO) Standards/Practice Guidelines/Long-Term Care policies and procedures you believe to be at risk. The CNO Standards can be found at www.cno.org.
- 6) Do not, under any circumstances, identify residents.

SCHEDULE D- ADDENDUM TO COLLECTIVE AGREEMENT

B E T W E E N:

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

A N D:

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

AND IN RELATION TO:

PART-TIME EMPLOYEES

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

Articles 2, 13, 14, 15, 16, 17.02, Schedule A, with exception of Clarity Note 4(b) – Jury and Witness Duty, Schedule B 3(b), and Article 10.07.
- C. The probationary period for a part-time Nurse shall be the completion of sixty shifts or nine months whichever comes sooner.
- D. Part-time Nurses shall receive one (1) year of seniority and advance to the next increment level on completion of fifteen hundred (1,500) hours worked.
- E. Vacations

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

- (d) Twelve (12) years or more – five (5) weeks;
- (e) Twenty (20) years or more – six (6) weeks;
- (f) Twenty-Five (25) years or more – seven (7) weeks;

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

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

- (a) Less than three (3) years employment – six percent (6%);
- (b) Three (3) years or more – eight percent (8%);
- (c) Twelve (12) years or more – ten percent (10%);
- (d) Twenty (20) years or more – twelve percent (12%);
- (e) Twenty-Five (25) years or more – fourteen percent (14%).

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

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

For the purpose of vacation entitlement, service shall mean any combined service in both a full-time and part-time capacity, if applicable. For the purpose of this clause, fifteen hundred (1,500) hours worked of part-time service shall equal one (1) year of full-time service and vice-versa.

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

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

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

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

Requests for vacation received in writing by the Director of Nursing and Personal Care following the withdrawal of the vacation list will be considered in the order in which they are received. It is understood that first consideration will be given to

Nurses who have indicated their preference for vacation on the vacation list prior to it being withdrawn. The Nurses will receive a reply within two (2) weeks.

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

F. Statutory Holidays

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

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

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

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

G. Scheduling Part Time Nursing Shifts

- (a) All available part-time nursing shifts will be divided in an equitable manner among all of the part-time Nurses. For clarification, equitable scheduling is defined as employees being available to work all shifts. When an employee is not available for a shift for any reason, the shift is counted as scheduled for the purposes of scheduling only.
- (b) Where shifts remain available to be scheduled after G (a), above, those shifts will be offered to part-time Nurses on the basis of rotating seniority.

H. Additional available shifts, after the schedule is posted will be offered by continuous rotating seniority using the seniority based call-in sheet as follows:

- 1) To part-time nurses, including job-sharers, who are not in a premium position based on the schedule.

then
- 2) To part-time nurses, including job-sharers, who are in a premium position based on the schedule.

Where five (5) or more additional shifts need to be filled, after the schedule is posted, the Home may offer these shifts in groups of up to three shifts as described above.

If the shift remains available that shift will be offered to, on a rotating seniority basis:

To the full-time nurses unless they have indicated in writing they do not wish to be called for additional shifts. It is understood they will be offered the option of premium pay for the shift or an alternate day off.

- I. It is understood that the Employer will not be required to offer shifts which will result in overtime premium pay.

- J. Shifts of Less Than 7.5 Hours

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

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

- K. Casual Part-time

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

SALARY SCHEDULE- (PART-TIME REGISTERED NURSES)

Part-Time Registered Nurse

13% in lieu	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
Start	38.42	39.09	39.77
1 Year	38.59	39.27	39.96
2 Years	39.23	39.92	40.62
3 Years	41.16	41.88	42.61
4 Years	43.10	43.85	44.62
5 Years	45.50	46.30	47.11
6 Years	47.94	48.78	49.63
7 Years	50.39	51.27	52.17
8 Years	53.96	54.90	55.86
25 Years	54.90	55.86	56.84

Part-time employees covered by this Collective Agreement shall receive, in addition to their regular wages, thirteen percent (13%) as payment in lieu of the welfare benefits provided to full-time members of the bargaining unit. If a part-time employee decides to join O.M.E.R.S., the percentage in lieu shall be 9%.

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

9 % in lieu Article 16.03	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
Start	37.06	37.71	38.37
1 Year	37.23	37.88	38.54
2 Years	37.85	38.51	39.18
3 Years	39.71	40.40	41.11
4 Years	41.58	42.31	43.05
5 Years	43.91	44.68	45.46
6 Years	46.25	47.06	47.88
7 Years	48.62	49.47	50.34
8 Years	52.06	52.97	53.90
25 Years	52.96	53.89	54.83

NOTES:1. Weekend Premium

Will be in accordance with Schedule A 4 (c).

Night Shift Premium

Will be in accordance with Schedule A 4 (d)

Evening Shift Premium

Will be in accordance with Schedule A 4 (e)

2. Recent Related Experience

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

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

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

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

3. (a) Responsibility Pay

Will be in accordance with Schedule A 4 (a)

(b) Charge Pay

Will be in accordance with Schedule A 4 (b).

SCHEDULE E- JOB-SHARING

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

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

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

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

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

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

- (d) Paid Holidays

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

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

- (f) Coverage

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

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

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

(g) Implementation

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

- (h) i) An incumbent full-time Employee wishing to share her or his position may do so without having her or his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- ii) It is understood and agreed that the arrangement is for a trial period of three (3) months for the full-time Employee originating the request. Once the trial period is over, the Employee cannot revert to her former position except under (i) below.
- iii) Where two (2) full-time Nurses wish to job-share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the Collective Agreement.
- (i) If one of the job-sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the remaining partner will revert to her or his former status. If the remaining Employee was previously full-time, the shared position will become her or his position. If the remaining Employee was previously part-time and there is no part-time position available, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

(j) Discontinuation

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

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

LETTER OF UNDERSTANDING

B E T W E E N:

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

A N D:

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

Re: Permanent Full Time Night Rotation

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

SIGNED at Wyoming, Ontario this 23rd day of November, 2020.

FOR THE CORPORATION

Tonya Furtado

Joe Solinas

Carla Alway

Gemma Nott

FOR THE UNION

Alyssa Penney

Julie Sexton

Amy Huizinga

Carol Frankland

LETTER OF UNDERSTANDING

B E T W E E N:

**CORPORATION OF THE COUNTY OF LAMBTON
(MARSHALL GOWLAND MANOR)**

(Hereinafter referred to as "the Corporation")

A N D:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as "the Union")

Re: Individuals Employed by the County Receiving Benefits Post 65:

It is agreed and understood between the parties that employees who attain age 65 will be eligible for the following insurance benefits coverage, subject to and in accordance with the underlying insurance policies and plans:

Extended Health Care benefits listed in the collective agreement.

Dental Coverage (cost sharing as described in the collective agreement).

OMERS pension plan (subject to the terms and conditions as set by OMERS).

Life Insurance and AD&D to a maximum benefit coverage of \$25,000 each.

Employees age 65 and over will continue to be eligible for sick leave benefits granted under Article 13 but, for greater certainty, will no longer be eligible for long term disability benefit coverage contemplated in the collective agreement.

SIGNED at Wyoming, Ontario this 23rd day of November, 2020.

FOR THE CORPORATION

FOR THE UNION

Tonya FurtadoAlyssa PenneyJoe SolinasJulie SextonCarla AlwayAmy HuizingaGemma NottCarol Frankland