

COLLECTIVE AGREEMENT

Between:

**THE CORPORATION OF THE COUNTY OF BRUCE
BRUCELEA HAVEN LONG TERM CARE**
(hereinafter referred to as the "Employer")

And:

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

Expiry Date: March 31, 2023

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PREAMBLE

The purpose of this Agreement is to establish by mutual agreement an orderly collective bargaining relationship between the Employer and the nurses concerned, and to provide for the prompt disposition of grievances, and to establish satisfactory working conditions, hours of work, and wages for all nurses within the bargaining unit.

It is recognized that the nurses wish to work together with the Employer to secure the best possible nursing care and health protection for residents.

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Brucelea Haven, save and except Director of Care and persons above the rank of Director of Care.
- 1.02 (a) In order to protect the standard of nursing care, the Employer agrees that no one outside the above-mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit except for the purpose of instruction, safety, an emergency or instances mutually agreed upon by the parties.
- (b) The Employer will not contract out registered nursing services. The Employer will not reduce the existing registered nurse scheduled work shifts per day, unless there is a reduction in the bed census.

ARTICLE 2 -DEFINITIONS

- 2.01 The words "employees" or "nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- 2.02 A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* and the *Nursing Act*, as amended.
- 2.03 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 of Registration. 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 she or he may be placed on an unpaid leave of absence, otherwise she or he will be deemed to be not qualified for the position of registered nurse and she or he may be terminated from the employ_of the Employer. Such termination shall not be the subject of a

grievance or arbitration subject to the provisions of the *Ontario Human Rights Code*

A nurse who holds a Temporary Class Certificate of Registration will be classified, for purposes of salary, at the start level of the appropriate wage grid.

2.04 A full-time employee is one who works thirty-seven and one-half (37 1/2) hours per week on a regularly scheduled basis.

2.05 A part-time employee is one who works less than thirty-seven and one-half (37 1/2) hours per week on a regularly scheduled basis.

2.06 In this Agreement, a "regular employee" is one who is hired on a permanent basis.

2.07 A temporary employee is one who is required to temporarily replace a regular employee who is on vacation, an approved leave of absence, sick leave, long term disability, Workplace Safety & Insurance Board benefits or to temporarily fill a vacant permanent position. The employment of an employee hired as a temporary replacement shall automatically terminate on the lesser of the termination of the temporary vacancy or a period not to exceed six (6) consecutive months or up to eighteen (18) months in the case of maternity leave, unless the parties mutually agree in writing to an extension. An employee hired as a temporary replacement shall be advised in writing at the time of hiring of her temporary status and the duration of employment.

2.08 A casual nurse is one who does not work scheduled hours on a regular basis, but can be scheduled or called in to work only in the event that:

- (i) all available regularly scheduled nurses are scheduled to work, or
- (ii) the calling in of a regularly scheduled nurse will incur overtime.

A casual nurse offers his/her availability to the Employer four (4) weeks in advance of each schedule being posted.

A casual employee who:

- (i) fails to provide their availability on two (2) consecutive occasions, or
- (ii) does not work for a period of six (6) months where such absence is not a result of personal illness or injury substantiated by a medical certificate provided by the employee, will receive a registered letter outlining the Employer's expectations. Failure to respond within

thirty (30) days of receipt of the letter shall result in loss of employment.

- 2.09 Whenever the feminine pronoun is used in this agreement, it includes the masculine and non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The parties agree that every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or disability. Ref: *Ontario Human Rights Code*.
- 3.02 The parties agree that there shall be no intimidation, interference, restraint or coercion exercised or practised by them or their representatives upon employees because of membership or non-membership in the Association.
- 3.03 The Association agrees that there shall be no solicitation of members or other Association activities on the premises of the Employer, or during working hours except as permitted by this Agreement. It is understood that no meetings of the Association or its members will be held on the premises of the Employer at any time without the prior approval of the Employer.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The management of the Home's operation and the selection and direction of all nurses shall continue to be vested with the Home, except where specifically abridged by the terms of the Agreement; provided, however, that the Employer may only discipline, suspend or discharge an employee for just cause, and any claim by an employee that such discipline, suspension or discharge was without just cause may be the subject of a grievance and dealt with as hereinafter provided, subject to Article 11.02 respecting probationary employees.

ARTICLE 5 - NO STRIKES AND LOCKOUTS

- 5.01 The Association agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The term

"strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 6 - ASSOCIATION SECURITY

- 6.01 The Employer shall deduct each month from the wages of employees covered by Article 1 - Recognition, such monthly dues as may be adopted and designated by the Association. The Association dues shall be deducted from the employee's pay each month beginning with the month in which the employee commences employment.
- 6.02 The Vice-President, Finance of the Association shall notify the Employer in writing of the amount of such dues and shall notify the Employer in writing of any changes to these amounts during the term of this Agreement.
- 6.03 Dues deducted pursuant to paragraph 6.01 together with a list of names, addresses and social insurance numbers and the amount deducted from the employees from whom such deductions have been made shall be remitted by the Employer to the Vice-President, Local Finance of the Association at its business office, not later than the fifteenth (15th) day of the month following the month in which the deductions were made.
- 6.04 The Employer agrees to inform the Association of those employees who are on leave of absence, who have terminated, or who have permanently transferred from full-time to part-time and vice-versa.
- 6.05 The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted to the Association under this Article.
- 6.06 The Employer will provide each nurse with a T-4 supplementary slip showing the dues deducted in the previous year, for income tax purposes.

ARTICLE 7 - ASSOCIATION REPRESENTATION

7.01 Nurse Representatives

The Employer acknowledges the right of the Association to appoint or elect two (2) nurse representatives, who shall also act as the nurse representatives in respect of grievances. The number of representatives may be altered by agreement between the parties.

7.02 Joint Health and Safety Committee

- (a) A single Joint Health and Safety Committee shall be established per Home (consolidated amongst all employees and Unions within the Home) which is composed of an equal number of Employee and Employer representatives, but with a minimum of one (1) representative selected or appointed by the Association from amongst bargaining unit employees. One (1) representative on the Committee will be trained as a certified worker as defined under the Occupational Health and Safety Act. The Employer agrees to pay for the training and associated costs as selected by the Joint Occupational Health and Safety Committee necessary to become a certified worker under the Act. The Joint Health and Safety Committee shall hold meetings quarterly or more frequently at the call of the chair if required for jointly monitoring, inspecting, investigating and reviewing health and safety conditions and practices. Minutes shall be taken of all meetings and posted. The responsibility for chairing meetings and for minutes shall be determined by the Committee.
- (b) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to safety and health.
- (c) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (d) All time spent by a member of the Joint Health and Safety Committee attending meetings of the Committee and carrying out her duties shall be deemed to be work time for which she shall be paid by her Employer at her regular or premium rate as may be proper, and she shall be entitled to such time from her work as is necessary.
- (e) The Corporation and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injuries, illness, and shall abide by the *Occupational Health and Safety Act*.

7.03 Violence in the Workplace

The Employer is committed to providing a safe and healthy workplace free from actual, attempted or threatened violence. The Employer will take every reasonable precaution(s) to prevent workplace violence from all sources and to protect employees at the workplace.

7.04 Damage to Personal Property

The Employer will provide reimbursement for repair or replacement of damages incurred to the employee's personal property, such as but not limited to eyeglasses, ripped uniforms and personal clothing, as a result of incurring violence while performing her/his work.

The employee will report the incident by the end of their shift, unless it was impossible for her or him to do so during this period.

The employee will present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

7.05 There shall be a Home-Association Committee composed of an equal number of appointed Management members and Association members. Meetings of this Committee shall be held at the request of either party, but at least every fourth (4th) month. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content and other matters of mutual concern. Minutes of these meetings shall be maintained and circulated to Committee members. The Committee shall have no power to alter or negotiate terms of the Agreement, nor deal with subjects covered by the grievance procedure.

7.06 The Association acknowledges that the representatives have regular duties to perform on behalf of the Employer, and that such nurses will therefore, not leave their regular duties without first obtaining permission to do so from their immediate supervisor. It is understood that the discussion of grievances and the taking of time away from regular duties shall be kept to a minimum, and that permission will not therefore, be unreasonably withheld. Representatives shall return to their regular duties as expeditiously as possible. The Employer reserves the right to limit such time if the time requested is unreasonable.

7.07 Nurse representatives and members of the Committee shall receive their regular rates of pay at straight time hourly rate for time spent in Employer/Association meetings during their normally scheduled hours of work. Seniority shall accrue for all paid time spent in meetings of the Committees named in this Article 7.

7.08 Negotiation Committee

The Employer agrees to recognize a Negotiating Committee comprised of two (2) representatives of the Union for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Employer for a renewal agreement up to, but not

including, arbitration. When negotiating the renewal of this Agreement, if a nurse is scheduled to work nights they shall be scheduled off without pay the night prior to and the night of negotiations.

- 7.09 The Association shall notify the Employer in writing of the names of its officers, representatives and committee members. The Employer shall not be required to recognize any representative until such notification from the Association has been received.
- 7.10 A request by a representative of the Ontario Nurses' Association for access to the Employer's premises for the purpose of consulting with the committee representative or the Employer shall not be unreasonably withheld. The Employer recognizes the Labour Relations Officer of the Ontario Nurses' Association as the sole signing authority for the Association in matters pertaining to signing contracts, minutes of settlement, letters of understanding and other legally binding documents between the Employer and the Association.
- 7.11 The Employer agrees to provide a representative of the Association with a fifteen (15) minute period at the completion of the probationary period in order to meet with newly hired nurses.
- 7.12 All references to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the duly chartered local who are employees of the Employer.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 It is the mutual desire of the parties hereto that complaints of the employee shall be adjusted as quickly as possible, and it is understood that an employee may present an oral complaint to her immediate supervisor at any time, without recourse to the grievance procedure herein.
- 8.02 A grievance shall be defined as a complaint regarding the interpretation, application or alleged violation of this Agreement or a complaint that an employee has been discharged or disciplined without just cause, subject to paragraph 11.02.
- 8.03 It is understood that an employee has no grievance until she has first given her immediate supervisor or her designate an opportunity to adjust her complaint. If an employee has a complaint, she shall, with the assistance of a nurse representative if desired, discuss it with her immediate supervisor. In order to be considered a grievance, such discussion must take place within (10) ten days after the circumstances

giving rise to the complaint first occurred or originated, or within ten (10) ten days of the time she reasonably ought to have known of the circumstances. The immediate supervisor or her designate shall communicate a reply to the complainant within five (5) days.

If such complaint is not settled to the satisfaction of the employee concerned, the complainant may file a written grievance in the following manner or sequence:

STEP NO. 1

The employee may with the assistance of a nurse representative if desired, submit a signed, dated, written statement of such grievance (on a form supplied by the Association) to the Director of Nursing or her designate within nine (9) days after she has received the reply of the supervisor. The nature of the grievance, and the relief or remedy sought shall be set out in the grievance. The Director of Nursing or her designate shall deliver her decision in writing within five (5) days following the day on which the grievance was presented to her. Failing settlement, then;

STEP NO. 2

Within five (5) days following the decision under Step No. 1, the employee may, with the assistance of a nurse representative if desired, present the written grievance to the Administrator of the Home or his designate who will hold a meeting within ten (10) days, with the grievor and a nurse representative, to discuss the grievance. In the event both nurse representatives are scheduled to work, the Association will appoint an alternate for one of the members. Either party may request the presence of a representative of the Association to attend the aforementioned meeting. The Administrator of the Home or his designate will give his decision in writing within ten (10) working days from the date of the meeting.

8.04 A grievance arising directly between the Employer and the Association concerning the interpretation, application or alleged violation of this Agreement, shall be originated under Step No. 2.

However, it is expressly understood that the provisions of this paragraph may not be used by the Association to institute any individual grievance directly affecting a nurse which such nurse could herself institute and the regular grievance procedure shall not be thereby be passed. Any grievance by the Employer or the Association as provided for in this paragraph shall be commenced within ten (10) days after the circumstances giving rise to the grievance have occurred or within ten (10) days of the time the grieving party reasonably ought to have known of the circumstances. The grievance must be signed by the Administrator of the

Home or the designated Executive Officer of the Chartered Local, respectively, or their designates. The reply on behalf of the Association in Step No.2 shall be made by the designated Executive Officer of the Chartered Local in writing within ten (10) days from the date of the meeting.

- 8.05 Subject to paragraph 11.02 an employee claiming that she has been discharged, or suspended without just cause may file a signed, dated, written statement of such grievance setting out the nature of the grievance and the remedy sought at Step No. 2 of the Grievance Procedure providing such grievance is lodged with the Administrator of the Home within seven (7) days of the discharge, or suspension.
- 8.06 An employee shall be notified of her right to have a nurse representative present at the time that she receives discipline.
- 8.07 Any step of the Grievance Procedure may be waived by mutual agreement confirmed in writing between the Employer and the Association.
- 8.08 Time Limits specified in the Grievance Procedure maybe extended by mutual agreement confirmed in writing between the Employer and the Association. If no written answer has been given to the grievance within the time limits specified, the employee or the Employer shall be entitled to submit the grievance to the next stage including Arbitration.
- 8.09 Decisions arrived at between the Employer and the Association on the disposition of any specific employee, Association or Employer grievance shall be final and binding upon the Employer, the Association and the employee or employees concerned.
- 8.10 If final settlement of a grievance is not reached at Step No. 2 including the question of whether a matter is arbitrable, then the grievance may be referred in writing by either party to arbitration as provided in Article 9 - Arbitration, at any time within fifteen (15) days after the final decision is given in Step No. 2. If no such written request for Arbitration is received within the time limits then it shall be deemed to have been abandoned.
- 8.11 Any time limits referred to in the Grievance Procedure shall be exclusive of Saturdays, Sundays, Paid Holidays and the days off of the aggrieved nurse.

ARTICLE 9 - ARBITRATION

- 9.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application or alleged violation of this Agreement, including the question of whether a matter is arbitrable, which

has been properly carried through all the requisite steps of the Grievance Procedure outlined in Article 8 and which has not been settled or abandoned, will be referred to a Board of Arbitration, at the written request of either of the parties hereto.

- 9.02 The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Association and the third (3rd) person to act as Chairperson chosen by the other two (2) members of the Board.
- 9.03 Either party may notify the other party in writing of its desire to submit the difference or allegation to Arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within ten (10) days inform the other party of the name of its nominee to the Arbitration Board. The two appointees shall, within fourteen (14) days of the appointment of the second appointee, appoint a third (3rd) person who shall be Chairperson.
- 9.04 Should the appointees fail to agree on a Chairperson the Ministry of Labour for the Province of Ontario shall be asked to nominate a person to act as Chairperson in accordance with the provisions of the *Ontario Labour Relations Act*.
- 9.05 No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 9.06 The decision of the Arbitration Board, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it. The majority decision shall be accepted as the decision of the Board, and in the absence of a majority decision, the decision of the Chairperson shall be accepted as the decision of the Board.
- 9.07 The Arbitration Board or single arbitrator, as set out in 9.09 shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.08 Each of the parties hereto shall bear the fee and expenses of the nominee appointed by it and the parties shall equally share the fees and expenses of the Chairperson of the Arbitration Board.
- 9.09 Where both parties agree, a single arbitrator, with the same powers and limitations as a Board of Arbitration, may be substituted for a Board of Arbitration. In such case, the parties shall endeavour to agree on the selection of an arbitrator. In the event that the parties are unable to agree, a Board of Arbitration shall be constituted in accordance with Clause 9.03.

ARTICLE 10 - DISCIPLINE

- 10.01 The reasons for any disciplinary action including the discharge of any employee, shall be reduced to writing and given to the employee and the Bargaining Unit President.
- 10.02 All notations in the nurse's file shall be removed, except those which relate to resident abuse, after a period of eighteen (18) months for verbal, written warnings, and suspensions, provided there has been no repetition of the offence within that period. Employees on leaves of absence exceeding sixty (60) continuous days will not have the leave period count towards the eighteen (18) month period.

ARTICLE 11 - SENIORITY

- 11.01 (a) The Employer shall keep an up-to-date seniority list and forwarded to the Association via email. The seniority list shall be posted by the Employer at the end of the 1st pay period of April and October annually.
- Employees with discrepancies shall notify the Employer within two (2) weeks. Should any corrections be required the Employer will post finalized seniority lists within 2 weeks of receiving notification from the employee(s).
- (b) Seniority for full-time nurses shall be defined as the length of employment with the Employer since the date of last hire but adjusted to recognize periods when seniority does not accrue.
- (c) Seniority for part-time nurses shall be based on the total number of hours paid since the date of last hire.
- (d) Seniority for a casual nurse shall be based on the total number of hours paid since the date of last hire.
- (e) It is agreed that fifteen hundred (1500) hours of part-time and casual seniority shall be the equivalent of one year of full-time seniority and vice-versa. However, a part-time or casual nurse transferring to full-time cannot have an adjusted seniority date prior to the employee's last date of hire.
- 11.02 A new employee shall be considered a probationary employee until she has worked a total of five hundred and twenty-five (525) hours. With the

written consent of the Employer, the probationary nurse and the Union, such probationary period may be extended.

The release of a probationary nurse shall not be subject to the Grievance Procedure unless the decision to release her is arbitrary, discriminatory or in bad faith.

On successful completion of the probationary period an employee shall be placed on the seniority list. Employees acquiring seniority on the same date shall be added to the seniority list in alphabetical order.

- 11.03 Seniority shall be retained by a nurse when she is permanently transferred from full-time to part-time and vice-versa. Seniority for permanently transferred nurses shall be calculated in accordance with Article 11.01 (e). It is understood that no new probationary period needs to be served if a nurse transfers within the same classification.
- 11.04 The Employer shall outline to an employee selected to fill a temporary vacancy, the circumstances giving rise to the vacancy and the conditions of such temporary employment. In any event, such temporary assignment shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy. Where a part-time nurse is selected to fill a temporary vacancy she shall retain her part-time status for the purpose of this Agreement. A nurse who is absent due to illness or leave of absence shall have the right to return to her former position, subject to her seniority rights.
- 11.05 (a) It is understood that temporary employees, other than regular full-time or part-time or casual employees, have no seniority rights under this Agreement.
- (b) Seniority for a temporary employee who is subsequently hired as a permanent regular full-time or part-time employee shall date from the date of last hire as a temporary employee provided there is no break in service with the Employer, subject to 11.01, 11.02, and 11.03.
- 11.06 An employee's seniority shall be forfeited and her employment shall be deemed to be terminated under the following conditions:
- (a) she voluntarily resigns or quits;
- (b) she is discharged and not reinstated through the grievance procedure;
- (c) she is laid off for a period of eighteen (18) consecutive months;

- (d) she is absent from work for a period in excess of three (3) consecutive scheduled working days without notifying the Employer unless a satisfactory reason is given;
 - (e) she fails to comply with a recall to work notice as outlined in paragraph 11.09;
 - (f) she uses a leave of absence for a purpose other than that for which it was granted; or fails to return to work at the expiration of a leave of absence without justifiable excuse.
- 11.07
- (a) The term "vacancy" as used in this Agreement shall be defined as any permanent job opening of more than thirty (30) days duration except that vacancies of more than thirty (30) days caused by employees being on vacation, off sick, on Workers' Compensation or on an approved leave of absence shall be considered temporary.
 - (b) The Employer may fill, at its discretion, a temporary vacancy or temporarily fill a permanent position provided action is taken to fill the permanent position. Part-time employees shall be given first opportunity to fill a temporary vacancy or to temporarily fill a permanent position.
 - (c) When a vacancy, other than a temporary vacancy, occurs, which comes within the scope of the Agreement, that the Employer wishes to fill, the available position shall be posted for a period of seven (7) days prior to the Employer making a permanent appointment to such position in order that any interested nurse may apply in writing. A copy of such notice shall be sent to the local Association. Employees may elect to provide to the Employer an expression of interest for future vacancies to which they may be absent from the home when the vacancy arises, in such cases the Employer will accept the expression of interest as application to the vacancy.
 - (d) In selecting an employee for promotion or transfer within the bargaining unit, the Employer shall consider:
 - (i) skills, ability, experience, and qualifications
 - (ii) seniority

Where the qualifications of factor (i) are relatively equal, then factor (ii) shall govern. However, if senior applicants are refused a position, they will be given the reason for such refusal in writing, if requested.

- (e) The Employer shall post the names of the successful applicants.
- (f) A nurse who transfers to a different status or classification has the right to return to her former position within forty-five (45) working days of the transfer. All other nurses shall likewise return to their former positions.

11.08 Where there is a reduction in the workload resulting in a surplus of nurses, the Employer shall lay off nurses on the basis of seniority with the most junior nurse being laid off first. Seniority for the purpose of lay off and recall shall be on the basis of an integrated seniority list of full-time and part-time and casual nurses in accordance with the conversion formula in Article 11.01 (e).

- 11.09
- (a) Nurses shall be recalled in order of seniority.
 - (b) Before new employees are hired, the Employer shall recall employees on layoff in order of seniority.
 - (c) In recalling an employee after layoff, she shall be notified by registered mail to the last address of the employee known to the Employer, and allowed fourteen (14) days to report to work, however, she must advise the Employer within two (2) days of the receipt of notification of return to work of her intention to return to work if she wishes the Employer to hold the job open for her for the full fourteen (14) day period. If the employee is recalled and advises the Employer that she is not immediately available for work, other qualified employees shall be recalled but shall be temporarily employed until the employee reports within the fourteen (14) day period.
 - (d) It shall be the employee's responsibility to keep the Employer notified as to any change in her address or telephone number so that they will be up-to-date at all times.

- 11.10
- (a) A nurse who has been requested to substitute temporarily in a classification that is excluded from the bargaining unit, may refuse to do so. If she consents she shall be deemed to be covered by the Collective Agreement, and shall be compensated in accordance with Schedule "A".
 - (b) The Employer agrees to provide adequate orientation to a nurse to fill the role of these positions.

11.11 A nurse who is permanently transferred to a position outside the bargaining unit shall retain seniority for up to 12 months but shall not accumulate seniority while in that position. If a nurse in a position outside

the bargaining unit is transferred into the bargaining unit, she will be credited with seniority only to the extent that she accumulated such rights within the bargaining unit prior to her promotion.

- 11.12 Within two (2) weeks following a nurse's termination of employment, the Employer will provide her with a letter detailing her years of experience at the Home. In case of part-time employees, such experience will be expressed as hours worked.

ARTICLE 12 - HOURS OF WORK

- 12.01 (a) The normal shift for full-time nurses shall be composed of 7.5 consecutive hours, exclusive of meal time. The normal work week for a full-time nurse shall be composed of five (5) tours, that is 37.5 hours per week averaged over the nursing schedule. It is understood that such averaging shall not exceed (4) weeks.
- (b) The normal shift for part-time employees shall be 7 and one half (7 ½) consecutive hours exclusive of meal time.
- 12.02 If employees are required to provide care and treatment to residents of the Home during their lunch or rest periods, the Employer agrees that any time so lost shall be provided to employees after such treatment is completed for the purpose of allowing employees concerned to finish their lunch and/or rest periods.
- 12.03 A rest period of fifteen (15) minutes will be granted during each half shift. Nurses working a full shift will have the option of taking one rest period of thirty (30) minutes per tour.
- 12.04 (a) The Employer will prepare work schedules for a four (4) week period and post such schedules at least four (4) weeks in advance of the effective date. Upon written agreement of the Home and the Association, the parties may agree to amend Collective Agreement provisions to accommodate any innovative unit schedules. The Employer will endeavour to accommodate requests by nurses for specific days off and also requests for changes in the posted time schedule once the schedule has been posted. The Employer shall co-operate with the nurses in attempting to develop a workable master rotation for regularly scheduled part-time employees provided there is no additional cost to the Employer.

The Employer will post the Christmas schedule by November 15th.

- (b) It is acknowledged that it is intention of the Employer, as a matter of policy to provide for the following:

- (i) Employees shall be granted two (2) consecutive days off during each two (2) week period. The other two (2) days off may be scheduled as single days with the consent of the employee.
- (ii) Employees shall not be scheduled to work more than six (6) consecutive days. If after the schedule is posted, and an employee accepts a shift that puts her over six (6) consecutive days, overtime will be paid on the accepted shift only.
- (iii) Nurses shall be granted two (2) weekends off in four (4). A weekend shall be defined as fifty-five (55) consecutive hours off duty.
- (iv) A nurse required to work more than two (2) consecutive weekends shall be paid at overtime rates for the third and subsequent weekend worked until she receives a weekend off, unless she has either requested weekend work or agreed to a change in shifts under 12.04 (a) and 12.04 (c). When working nights, a weekend shall be defined as Friday and Saturday i.e. the last shift before the weekend will end Friday morning. The parties agree that all weekends within the December 15th to January 15th period referred to in 12.04 (e) shall not qualify for overtime under this paragraph, nor shall they be considered in conjunction with weekends outside said period, provided that an employee shall not be scheduled to work more than four (4) consecutive weekends.
- (v) Part-time Commitment

A regular part-time nurse is committed to be:

- 1) available to be scheduled three (3) tours per week;
- 2) available to be scheduled to work two (2) out of four (4) weekends;
- 3) available to be scheduled to work either Christmas time or New Year's time.

(vi) Part-time Scheduling

A nurse, who makes a commitment to be available on a regular part-time basis, shall be classified as a regular part-time nurse. The Employer agrees to schedule regular part-

time nurses according to their commitment. Where extra tours become available, they should first be offered on the basis of seniority to regular part-time nurses, provided that no nurse will exceed her commitment as a result of being offered such extra tours where there are regular part-time nurses who have not been offered their commitment of shifts.

Where all regular part-time nurses have been given the opportunity to work up to their committed tours, extra tours will then be offered to regular part-time nurses on the basis of seniority before casual nurses are utilized.

- (c) Requests for changes in posted time schedules shall be made in writing and shall be arranged by the nurse and the nurse willing to exchange days off or tours and shall be subject to the approval of the Director or designate prior to the date of the exchange. The Director or her designate shall endeavour to answer a written request for an exchange within twenty-four (24) hours of receipt of such request. Such approval shall not be unreasonably denied. In any event, it is understood that such an exchange initiated by the nurse shall not result in overtime compensation.
- (d) A nurse who is called in or reports for work as scheduled shall receive a minimum of four (4) hour's pay at her regular rate of pay.
- (e) The Employer shall make every effort to provide five (5) or more consecutive days off at Christmas or New Year's for each nurse. Days off at Christmas shall include Christmas Eve Day, Christmas Day and Boxing Day, and days off at New Year's shall include New Year's Eve Day and New Year's Day. When a nurse is scheduled to work Christmas, the Employer shall endeavour to include the weekend closest to Christmas as part of the five (5) days off. The Employer shall endeavour to schedule Christmas/New Year's off on an alternating basis.

Where such arrangements are made, the normal scheduling regulations shall be waived to accommodate this special arrangement between December 15 and January 15.

- (f) At least fifteen (15) hours time off shall be scheduled between a change of tours of duty and at least forty-seven (47) hours time off be scheduled between a change of tours that follows a completed night duty. Failure to schedule the appropriate time off will result in overtime payment.

- (g) A nurse requesting specific tours on a permanent basis will be given consideration, if convenient to the Employer to make such arrangement. Such arrangement shall be terminated at the request of the nurse or the Employer with sixty (60) calendar days notice.
- (h) Whenever the Employer wishes to change the posted work schedule of a part-time nurse, it shall give notice of the change at least twenty-four (24) hours in advance of the scheduled reporting time of the nurse. In the event of failure to comply with this provision, the Employer shall pay to the nurse four (4) hours pay. This notice requirement does not apply to a "call in", or for any nurse who refused an influenza vaccine during an influenza outbreak in the Home.
- (i) The Employer will make every effort to keep overtime at a minimum.

12.05 In the event a nurse is called to work with less than one hour's notice from the beginning of the shift, she will be paid for the full shift provided she works until the completion of the shift and reports to work within one (1) hour of the scheduled commencement of the shift.

12.06 (a) Overtime

Work in excess of 7.5 hours in a standard day shall be compensated at the rate of time and one-half (1-1/2). Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime worked at the end of the normal daily shift. If authorized overtime amounts to fifteen (15) minutes or more, the overtime premium shall be paid for the total period in excess of the normal daily shift.

(b) Subject to 12.06 (a), a full-time regular employee required to work:

- (i) on her scheduled day off; or
- (ii) beyond six (6) consecutive days; or
- (iii) on her third (3rd) consecutive and subsequent weekend worked; shall be compensated at the rate of time and one-half (1-1/2) for all authorized excess time worked except in the event of the request of the shift by the employee, or an exchange of shifts as provided for in paragraph 12.04 (a) or (c).

The parties agree that all days worked between December 15th and January 15th shall not qualify in calculations under

this paragraph, except employees shall not be scheduled to work more than six (6) consecutive days or four (4) consecutive weekends.

- (c) Subject to 12.06 (a), a part-time employee required to work:
 - (i) beyond six (6) consecutive days; or
 - (ii) on her third (3rd) consecutive and subsequent weekend worked; shall be compensated at the rate of time and one-half (1-1/2) for all authorized excess time worked except in the event of the request of the shift by the employee, or an exchange of shifts as provided for in paragraph 12.04 (a) or (c).

The parties agree that all days worked between December 15th and January 15th shall not qualify in calculations under this paragraph, except employees shall not be scheduled to work more than six (6) consecutive days or four (4) consecutive weekends.

- (d) A part-time nurse who works more than seventy-five (75) hours in a two (2) week period shall be compensated at time and one-half (1-1/2) for all hours over seventy-five (75) hours.
- (e) Where a tour schedule for a full-time nurse is changed without forty-eight (48) hours reasonable personal notice, the nurse shall be paid at the premium rate of time and one-half (1-1/2) for the first tour of the new schedule. This notice requirement does not apply to a "call in".
- (f) Double time shall be paid to a full-time nurse for all work performed in excess of seven and one-half (7-1/2) hours on a premium paid day.

12.07 When a full-time nurse is called in to work and reports to work outside of her regularly scheduled hours, she shall be compensated at time and one-half (1-1/2) her straight time hourly rate for all hours worked, with a minimum of four (4) hours pay at time and one-half (1-1/2). A nurse shall have the option of taking compensating time off at the appropriate premium rate.

12.08 When a nurse has worked and accumulated overtime hours, the nurse shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate provided part-time staff are available at the straight time rate and willing to work. All accumulated

overtime not used during the current year, will be paid out on the pay corresponding to the last pay period of the current year.

- 12.09 Premium payment will not be pyramided for the same hours worked, except that nothing will dis-entitle a nurse to payment for tour differential and weekend premium under Schedule "A", clause A.02, or responsibility allowance under clause A.03. In addition, it is understood that a nurse called to work any unscheduled overtime hours on a third or subsequent weekend or who otherwise is entitled to overtime pay shall not be paid the weekend premium.
- 12.10 Part-time nurses shall notify the Director of Care or designate in writing at least eight (8) weeks prior to the posting of the schedule of the number of shifts they wish to work in any two (2) week period. The Employer shall endeavour to assign shifts based on seniority and on the number of shifts each nurse has indicated she wishes to work. This arrangement shall carry on until the nurse notifies the Director of Care in writing of any changes.

ARTICLE 13 – JOB SHARING

The parties mutually agree to implement job sharing.

- 13.01 Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- 13.02 Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by agreement between the two (2) nurses and the Director of Care.
- 13.03 The above schedules shall conform with the scheduling provisions of the full-time nurses. In all other respects job sharers shall be considered part-time.
- 13.04 Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- 13.05 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- 13.06 Job sharers are required to cover their partners during vacation. Job sharers are not responsible for arranging coverage for their position during an absence.

13.07 Where a job sharer is going to be absent, other part-time nurses shall be offered the additional tours.

13.08 Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

13.09 An incumbent full-time nurse wishing to share her position, may do so without having her 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.

13.10 If one of the job sharers leaves the arrangement, the position will be offered to the remaining job sharer as a full-time position. If the job sharer does not wish to accept the full-time position, the vacant shared position will be posted. If there is no successful internal applicant for the posted shared position, the Employer may in its discretion advertise the posting externally or the shared position will revert to a full-time position which shall be posted in accordance with the Collective Agreement.

13.11 Discontinuation

Either party may discontinue the job sharing arrangement with sixty (60) calendar 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.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Written requests for leave of absence will be considered on an individual basis by the Employer. Such requests are to be made as far in advance as possible, and a written reply will be given within fourteen (14) days of the date of such request if less than thirty (30) days and twenty-eight (28) days of the date of such request if greater than thirty (30) days, except in cases of emergency, in which case a reply will be given as soon as possible. If the leave of absence is denied, such written reply shall contain the reasons for the denial. It is understood that leaves of absence with or without pay may be granted for purposes other than those listed in this Article.

14.02 Education Leave

- (a) A leave of absence without pay and benefits and without loss of previous seniority, may be granted by the Employer to an employee who has completed her probationary period for educational purposes. The employee shall submit her request in writing at least thirty (30) days before the commencement of the course.
- (b) Seniority shall not accrue during education leave of more than three (3) months.

14.03 Bereavement Leave

- (a) In the event of a death in an employee's family, the employee shall be granted a leave of absence of up to a maximum of four (4) working days with pay which shall be taken by the employee at any time up to and including the day following the day of the funeral. The employee shall only receive pay for regularly scheduled work days.
- (b) An employee's family shall mean parents, step-parents, spouse, inclusive of a common-law relationship of some permanence as recognized in the *Family Law Act*, child, brother, sister, mother-in-law, father-in-law, guardian, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, or grandchildren.

An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral or memorial service for her or his aunt, uncle, niece or nephew.

It is further agreed that an employee may use one (1) of the approved bereavement days as a memorial day. The memorial day must be taken within six (6) months of the date of death.

- (c) Additional leave with pay but without loss of seniority maybe granted at the discretion of the Employer.

14.04 Jury and Witness Duty

- (a) In the event that an employee is called for jury duty, the Employer shall pay the employee her regular pay for each day the employee is required to be absent from work provided that she:
 - (i) notifies the Employer immediately upon notification that she will be required to attend on jury duty;

- (ii) presents proof of service to the Employer requiring such attendance;
 - (iii) promptly repays the amount (other than expenses paid to her) which she receives for such attendances.
- (b) If an employee is required by subpoena to attend a court of law as a witness in connection with any litigation arising from her professional duties for the Employer, including the College of Nurses, the Employer shall pay the employee her regular pay for each day the employee is required to be in attendance at court or the College of Nurses provided that she:
- (i) notifies the Employer immediately upon receipt of the subpoena that she will be required to attend court and gives reasonable notice to the Employer of the time and dates at which she will be required to attend;
 - (ii) presents proof of service requiring such attendance and keeps the Employer promptly informed as to any subsequent times which she would be required to attend at the Court of law arising from the subpoena;
 - (iii) promptly repays the amount (other than expenses paid to her) which she receives for such attendances.
- (c) The employee shall accrue all benefits including seniority as if she were performing her regular duties for the Employer provided she fulfils her commitments under paragraph 14.04 (a) and 14.04 (b).

14.05 Association Leaves of Absence

The following Association leaves of absence will be granted, provided such leaves of absence do not interfere with the continuance of efficient operation of the Employer. It is also agreed that no more than one (1) employee shall be absent per leave at one time. The Association will give the Employer two (2) weeks written notice of an employee's request to be absent for Association business. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer, and the Local Association agrees to reimburse the Employer in the amount of the daily rate of the employee.

(a) Association Business

Leaves of absence for Association business shall be granted to employees up to an aggregate of twenty (20) working days per year.

(b) Association Leave – Office of President

An employee who is elected to the office of President of the Ontario Nurses' Association shall be granted upon written request (at least thirty (30) days prior to taking place) a leave of absence without loss of seniority up to two (2) years. During such leave of absence, salary and benefits will be kept whole by the Employer provided the Association agrees to, and does in fact, reimburse the Employer for such salary and Employer contributions to such benefits. The nurse agrees to notify the Employer in writing of her intention to return to work within two (2) weeks following termination of office.

(c) Association Leave - Board of Directors

Nurses elected to the Board of Directors of the Ontario Nurses' Association other than to the Office of President shall be granted leave of absence up to a total of fifty (50) 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 leave. During such leave of absence, salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Home in the amount of the daily rate of the nurse, excluding benefits.

(d) Association Leave – Local Co-ordinator

An employee elected to serve as Local Co-ordinator for the Ontario Nurses' Association shall be granted a leave of absence without pay up to a total of twenty (20) days annually.

(e) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the

Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

Seniority shall accrue during Association leave.

14.06

Pregnancy Leave

- (a) Pregnancy Leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The Employer will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- (e) The Employer may request an employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the

difference between eighty (80%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the 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 averaged over twenty-six (26) weeks.

The employee does not have any vested right except to receive payments for the covered employment insurance 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.

14.07 Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) An employee who has taken a pregnancy leave under Article 14.06 is eligible to be granted a parental leave of up to sixty-one (61) weeks duration, in accordance with the *Employment Standards Act*. An employee who is eligible for a parental leave may extend the parental leave for a period of up to sixty-three (63) weeks duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

- (d) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from the date of hire subject to successfully completing her or his probationary period.

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

- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty (80) percent of the employee's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits, for a maximum period of ten (10) 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 averaged over twenty-six (26) weeks.

The employee does not have any vested right except to receive payments for the covered employment insurance 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.

Where an employee elects to receive parental leave benefits pursuant to Section 12 (3) (b) (ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

ARTICLE 15 - RATE OF PAY

- 15.01 The Parties agree that the schedule of wages, as set forth in Schedule "A" attached hereto, shall be maintained during the duration of this Agreement.

ARTICLE 16 - PAID HOLIDAYS

- 16.01 (a) All eligible nurses shall receive the following holidays with pay, subject to provisions set out herein:
- | | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- (b) To be eligible for holiday pay an employee must work her full scheduled work day immediately preceding and her full scheduled work day immediately following such holiday, unless the employee is otherwise on an approved leave of absence with pay. If an employee is absent on either the last work day preceding, or the first work day following the paid holiday due to illness, the employee shall be eligible for pay for the holiday subject to 16.07. A medical doctor's certificate may be required at the discretion of the Employer.
- 16.02 (a) Eligible full and part-time employees who do not work on a paid holiday shall receive their regular daily pay for each paid holiday.
- (b) Eligible temporary employees shall receive statutory holidays in accordance with the *Employment Standards Act*.
- (c) Eligible casual employees shall receive statutory holidays in accordance with the *Employment Standards Act*.
- 16.03 (a) If an eligible regular full-time employee is scheduled to work on any paid holiday, she shall receive pay at the rate of time and one-half (1-1/2) the employee's regular rate of pay for work performed on such holiday and an alternative day off with pay to be taken at a time mutually agreeable between the employee and the Employer.
- (b) If an eligible regular part-time/casual employee is scheduled to work on a paid holiday she shall receive pay at the rate of double

time and one-half (2-1/2) times the employee's regular rate of pay for each hour worked on said holiday.

- 16.04 Where the majority of hours worked on a tour fall within the holiday all hours worked on said tour shall be deemed to be work performed on the holiday.
- 16.05 (a) Where the paid holiday occurs in the period in which the employee is on her scheduled vacation, or on her scheduled day off the employee shall receive a day off with pay in lieu at a mutually agreed time.
- (b) Nurses will be allowed to accumulate up to five (5) lieu days off.
- (c) The Employer will endeavour to schedule lieu days off with pay concurrently with scheduled weekends off or at a mutually agreeable time.
- 16.06 When a nurse is scheduled off on a weekend the Employer will endeavour to schedule her off on the paid holiday in conjunction with that weekend.
- 16.07 Regular full-time employees with one (1) or more years of seniority, with available sick leave credits shall be paid for those paid holidays which may occur during a period of absence due to illness or injury not covered by Workplace Safety & Insurance Board or L.T.D. Employees in this situation will receive payment for the paid holidays as they occur in lieu of sick pay for the first (1st) three (3) months following the commencement of said illness or injury. After the three (3) month period from commencement of the illness or injury has expired, the employee will not receive payment for any paid holidays.
- 16.08 No employee who is on an unpaid leave of absence, long term disability, Workplace Safety & Insurance Board suspension or layoff, shall be entitled to pay for any paid holiday occurring within such period.

ARTICLE 17 - VACATION

- 17.01 (a) All regular full-time nurses shall be granted vacation with pay on the basis of length of continuous service as a regular full-time nurse of the Employer as of January 1st of each year as follows:

<u>Continuous Service as of January 1st</u>	<u>Vacation Entitlement</u>
i) less than 12 months	1.25 days per month
ii) 12 months but less than 3 years	3 weeks
iii) 3 years but less than 10 years	4 weeks

- | | | |
|-----|---------------------------------|---------|
| iv) | 10 years but less than 20 years | 5 weeks |
| v) | 20 years but less than 25 years | 6 weeks |
| vi) | 25 years or more | 7 weeks |
- (b) An employee will be awarded vacation entitlement as per above, on the first pay of each calendar year.
- (c) All regular part-time nurses and casual nurses shall be granted vacation time off and vacation pay on the following basis:
- (i) less than forty-five hundred (4500) hours worked - six percent (6%) - three (3) calendar weeks;
 - (ii) after forty-five hundred (4500) hours worked - eight percent (8%) - four (4) calendar weeks;
 - (iii) after fifteen thousand (15,000) hours worked - ten percent (10%) - five (5) calendar weeks.
 - (iv) after thirty thousand (30,000) hours worked - twelve percent (12%) - six (6) calendar weeks.
 - (v) after thirty-seven thousand and five hundred (37,500) hours worked – fourteen percent (14%) seven (7) calendar weeks.
- (d) In the event a regular part-time or casual nurse transfers to a regular full-time position the employee shall continue to accumulate hours until she has worked fifteen hundred (1500) hours or a multiple of fifteen hundred (1500) hours as if she was still a regular part-time or casual nurse. At the date the said employee reaches the fifteen hundred (1500) hours or multiple of fifteen hundred (1500) hours, the employee shall acquire an adjusted service date [the total number of hours worked divided by fifteen hundred (1500)] and the employee shall commence to accumulate vacation and vacation pay at the appropriate level of a regular full-time nurse. At the date the employee acquires her adjusted service date, she shall be paid for all unpaid part-time vacation pay accumulated to that date in accordance with Article 17.01 (c).
- (e) In the event a regular full-time nurse transfers to a regular part-time or casual position, she shall continue to receive vacation and vacation pay as if she was a regular full-time employee until her anniversary date of hire as a regular full-time nurse. On the nurse's anniversary date, the employee shall commence to accumulate vacation and vacation pay in accordance with 17.01 (c). The nurse's hours worked shall be calculated on the basis of each year of employment as a regular full-time nurse in the Bargaining Unit

and shall be fifteen hundred (1500) hours multiplied by the number of years of employment.

- (f) Temporary employees shall be granted vacation in accordance with the *Employment Standards Act*.

17.02 Vacations shall not be cumulative from year to year. However, a nurse may make a special request to accumulate a maximum of two (2) weeks vacation credits and such requests shall not be unreasonably withheld.

17.03 If the employee has taken the vacation entitlement and terminates employment prior to the completion of the required year of service to the vacation year end date, any vacation pay advanced will be adjusted and returned to the Employer.

17.04 (a) Vacations shall be granted at a time mutually agreed upon between the employee and the Employer but consistent with the employee's seniority and the efficient operation of the Home. Vacation requests submitted on or before April 1st in the current year will be granted based on seniority. Where a vacation request cannot be granted, the Employer shall advise any affected employee whose vacation has been denied and allow said employee to re-submit an alternative vacation choice by seniority prior to April 15th. Employees will be notified by April 30th of approved vacation. Vacation requests submitted after April 30th in the current year will be granted on a first come, first serve basis and seniority will not be considered.

- (b) The Employer will endeavour to schedule the weekend off prior to a nurse's vacation unless otherwise requested.

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

17.05 Where in any year an employee leaves the service of the Employer through either termination, retirement or death and prior to receiving the vacation to which the employee is entitled, there shall be paid to the employee or her estate, as the case may be, an amount equal to the salary or wages that would have been paid to the employee for the vacation earned proportionate to the period of service for vacation in that year.

17.06 (a) At the request of a full-time nurse, vacation pay will be paid to her on the pay date immediately preceding her vacation provided the request is made in writing at least one (1) full pay period in advance.

- (b) Vacation pay shall be calculated on the basis of the part-time nurse's bi-weekly earnings, less taxable benefits and shall be paid out in each regular bi-weekly pay period.

17.07 Payment for vacation for a regular full-time employee shall be based on the full-time employees' current regular weekly pay.

ARTICLE 18 - SICK LEAVE

18.01 The parties agree that the terms and conditions of the Sick Leave Plan provided by the Corporation of the County of Bruce in Schedule "C", as amended from time to time, shall apply to all regular full-time employees who have completed their probationary period. The parties further agree that during the life of this Agreement, no decrease in coverage shall occur as a result of such amendment,

18.02 Part-time, casual and temporary employees shall not be eligible for sick leave.

The sick leave plan, as outlined in by-law 2013-005 as amended is attached to the Collective Agreement – Schedule C.

18.03 Modified Work and Return to Work Program

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

18.04 The Employer agrees to notify the Bargaining Unit President via email when an employee goes off work on WSIB benefits and/or when an employee makes application for LTD benefits.

18.05 For each absence incident that the Employer requires a medical note, the employee is responsible for the cost of the initial medical note required; should the Employer require a subsequent medical note related to the same incident, the Employer will reimburse the employee for the reasonable cost of all subsequent medical notes requested by the Employer. Specifically, the Employer will not require a medical note until the 4th day of sickness and/or the 4th incident of sickness per calendar year.

18.06 In keeping with current practice, the Employer agrees that an employee can submit for a "Request for Special Consideration" due to medical circumstances, in regard to days of absence that may be excluded and

thus not counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

ARTICLE 19 - INSURANCE

19.01 The Employer shall pay the full premium costs of the following for all eligible regular full-time employees:

- (a) The full cost of the Employer Health Tax (EHT).
- (b) Extended Health Care including Drug and Eyeglass coverage:
 - i) \$2.00 per prescription charge, on a pay-direct system. Reimbursement for prescribed drugs covered by the plan will be based on the cost of the therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.
 - ii) Effective at ratification, vision benefits will carry a maximum of \$375.00 every twenty-four (24) months for prescription eyeglasses or towards eye surgery or medically necessary contact lenses. Eye examinations will be covered up to \$100.00 every twenty-four (24) months. Effective April 1, 2018, the vision benefit will increase to: \$400.00 every twenty-four (24) months; eye examination coverage will remain at \$100.00 every twenty-four (24) months.
- (c) Group Life Insurance (including Accidental Death and Dismemberment) shall be two (2) times the employee's annual salary.

The foregoing health and welfare plans shall be subject to the terms and conditions of the governing master insurance plan or policy. The parties agree that nurses covered under this Agreement shall receive any improvements implemented by the County in the Group Life and/or Dental Plans during the currency of this Agreement.

19.02 The Employer shall pay:

Dental Plan: seventy-five (75%) of the premium for all eligible regular full-time employees and the employee shall pay twenty-five percent (25%) of

the premium for a Dental Plan (Green Shield #94 or equivalent), the ODA fee schedule within one (1) year of current.

Orthodontics will be provided at 50/50 co-insurance, with a lifetime maximum of two thousand dollars (\$2,000.00) per insured person.

Crowns, bridgework, implants and repairs to same at 50/50 co-insurance, to \$2,000.00 annual maximum per insured person.

Chiropractor: up to \$400 maximum per calendar year per employee for all regular full-time employees, no deductible.

Registered Massage Therapy: up to \$400 maximum per calendar year per employee for all regular full-time employees, no deductible.

Osteopath/Podiatrist/Chiropodist/Naturopath/Speech Therapist services, to a maximum of \$200 per practitioner per calendar year per employee for all regular full-time employees, no cap per visit.

19.03 All eligible full-time nurses shall, and all eligible part-time nurses may elect to, become members of the Ontario Municipal Employees' Retirement System (OMERS). If a nurse elects to become a member, the Employer shall contribute to OMERS for the eligible nurse as per the regulations of the Plan. It is understood that members of OMERS cannot withdraw from membership during their employment with the Employer.

19.04 Part-time, casual and temporary nurses shall receive a percentage in lieu of the above benefits and sick leave plan outlined in Article A.01.

19.05 The Employer will ensure that all benefit plans contracted with insurers shall provide all of the benefits found in this article to all eligible employees. Copies of the insurance contracts shall be provided to the Association.

Where the benefits are so provided, any dispute as to entitlement to benefits under the insurance provided is between the employee and the insurer. The Employer agrees to use his best efforts on behalf of an employee where there is a dispute.

19.06 All benefits shall terminate the month following the month of the commencement of a layoff or unpaid leave of absence with the exception of Pregnancy or Parental Leave, which shall conform to the *Employment Standards Act* benefit period. However, on expiration of said benefits an employee may arrange to prepay the full premium of any applicable benefit she was receiving at the time of the layoff or leave to ensure her continued coverage.

19.07 All permanent full-time and permanent part-time employees are eligible for the Employee Assistance Program (EAP). Terms and conditions of the program will be administered as per the Carrier.

19.08 Early Retiree Benefits

Full-time nurses who retire early from the Corporation and have twenty-five (25) years of continuous service, are between the ages of fifty-five (55) and sixty-five (65), or meet the eligibility criteria of OMERS (e.g. the ninety (90) factor) shall be eligible for the following coverage and the nurse will pay fifty percent (50%) of the premium cost:

- a) Extended Health Care (excluding Dental);
- b) Life Insurance at one (1) times annual salary, frozen at date of retirement;
- c) Dependent Life Insurance

Semi-private coverage will be available and the nurse will pay fifty percent (50%) of the premium cost. All benefits will cease when the retired nurse reaches age sixty-five (65).

ARTICLE 20 - PROFESSIONAL RESPONSIBILITY

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

- (a) (i) Contact the Director of Care to arrange a discussion within 15 days of the occurrence, utilizing the PRWF form found at schedule D.
- (ii) Failing resolution of the workload issue within fifteen (15) calendar days of the meeting with the Director of Care, the workload issue will be forwarded to the Home-Association Committee, where either party may invite resources as necessary to resolve the workload issue.
- iii) After discussion of the workload issue has occurred at the Home-Association Committee, the Employer will provide a written response to the Union within ten (10) calendar days.

Prior to the complaint being forwarded to an Independent Assessment Committee, the Union may provide to the

Employer a Written report outlining the complaint and recommendations for improvement.

At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.

- (iv) Failing resolution a Home–Association Committee the workload issue shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Association, one chosen by the Employer and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel shall act as Chairperson.
- (v) The Assessment Committee shall set a date to conduct a hearing into the workload issue within fourteen (14) calendar days of its appointment and shall be empowered to properly assess the merits of the workload issue. The Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of its hearing.
- (b) (i) The list of Chairpersons - Assessment Committee is attached to and forms part of this Agreement.
- (ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

ARTICLE 21 - GENERAL

- 21.01 The Employer shall provide a bulletin board for the use of the Association.
- 21.02 A copy of this Agreement in mutually agreed form will be issued to each nurse now employed and as employed. Cost of printing the Agreements shall be shared by the Employer and the Association.
- 21.03 Prior to affecting any changes in the Employer's policies or rules, which would affect nurses covered by this Agreement, the Employer shall first discuss such proposed changes with the Local Representatives.

21.04 In the event a nurse and the Employer agree to a transfer to another Home of the Employer, the nurse shall be entitled to full portability of benefits and service.

21.05 Influenza Vaccine

Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- a) Nurses shall, subject to the following, be required to be vaccinated for influenza.
- b) If the full cost of such medication is not covered by some other source, the Home will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during a nurse's working hours. In addition, nurses will be provided with information, including risks and side effects, regarding the vaccine.
- c) Homes recognize that Nurses have the right to refuse any required vaccination.
- d) If a nurse refuses to take the vaccine required under this provision, she may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the nurse is cleared to return to work. If a nurse is placed on an unpaid leave, she can use vacation credits in order to keep her pay whole.

21.06 All employees must wear an appropriate uniform at all times. Effective the first full pay period in each year, the Employer will pay a full-time uniform allowance of one hundred and forty-five dollars (\$145.00) per calendar year and a part-time uniform allowance of one hundred and twenty dollars (\$120.00) per calendar year, to each employee who has completed their probationary period.

ARTICLE 22 - ORIENTATION

22.01 The Employer recognizes the needs for an Orientation Programme for newly hired nurses. The duration of the programme shall take into consideration the needs of the residents and the nurses involved, however, the orientation programme shall not be less than a total of fifteen (15) working days duration for Brucelea, and shall be the responsibility of the Director of Care.

Nurses shall be oriented to all three (3) shifts during orientation. The orientation shall include a review of the policies and procedures and provide instruction in Fire Safety.

ARTICLE 23 - ACCESS TO FILES

- 23.01 A copy of any completed evaluation, which is to be placed in a nurse's file shall be 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 Home against the nurse. A copy of the evaluation shall be provided to the nurse.
- 23.02 Each nurse shall have reasonable access to her file for the purpose of reviewing its contents in the presence of Human Resources or designate.

ARTICLE 24 – TRAINING

- 24.01 The Corporation shall pay the costs associated with training as approved by the Corporation. The aforementioned costs shall be limited to the applicable tuition/registration, travel, meals, and accommodations. Each employee who is required by the Corporation to attend at training during non-scheduled working hours shall receive her/his regular straight time rate of pay for each hour in attendance at the training up to a maximum of seven and one half (7.5) hours per day.

Employees required by the Corporation to attend training shall not consider time spent in training as overtime nor shall it be included as an additional shift or accumulated hours for overtime purposes.

ARTICLE 25 - DURATION

- 25.01 This Agreement shall remain in full force from April 1st 2020 to March 31st 2023, inclusive, and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of proposed revision, addition or deletion to the Agreement, or any of its provisions. Such notification will be made within ninety (90) days prior to the termination of this Agreement or in any year thereafter.

SIGNING PAGE

Dated at Walkerton , Ontario, this “7th” day of “March” 2023.

FOR THE EMPLOYER

FOR THE UNION

“Megan Garland”

“Jodi Caughy”
Labour Relations Officer

“Emily Kussmann”

“Lisa Stroeder”

“S. Morphy”

“Cherise Lester”

“Jenn Robinson”

“Bernie Robinson”

SCHEDULE "A" - SALARY AND WAGE RELATED COMPENSATION**REGISTERED NURSE – Full-time**

	April 1, 2020	April 1, 2021	April 1, 2022
Step 1	33.81	34.40	35.00
Step 2	33.96	34.55	35.15
Step 3	34.53	35.13	35.74
Step 4	36.23	36.86	37.51
Step 5	37.96	38.62	39.30
Step 6	40.09	40.79	41.50
Step 7	42.24	42.98	43.73
Step 8	44.40	45.18	45.97
Step 9	47.56	48.39	49.24
25 Years	48.41	49.26	50.12

QUALITY ASSURANCE/INSERVICE COORDINATOR – Full-time

	April 1, 2020	April 1, 2021	April 1, 2022
Step 1	37.16	37.81	38.47
Step 2	37.36	38.01	38.68
Step 3	38.00	38.67	39.35
Step 4	39.86	40.56	41.27
Step 5	41.77	42.50	43.24
Step 6	44.11	44.88	45.67
Step 7	46.46	47.27	48.10
Step 8	48.85	49.70	50.57
Step 9	52.32	53.24	54.17
25 Years	53.22	54.15	55.10

CLINICAL NURSE: Clinical Care Coordinator; Resident Care Coordinator – Full-time

	April 1, 2020	April 1, 2021	April 1, 2022
Step 1	35.48	36.10	36.73
Step 2	35.67	36.29	36.93
Step 3	36.25	36.88	37.53
Step 4	38.04	38.71	39.39
Step 5	39.85	40.55	41.26
Step 6	42.11	42.85	43.60
Step 7	44.34	45.12	45.91
Step 8	46.62	47.44	48.27
Step 9	49.94	50.81	51.70
25 Years	50.82	51.71	52.61

ASSISTANT DIRECTOR OF CARE – Full-time

	April 1, 2020	April 1, 2021	April 1, 2022
Step 1	36.50	37.14	37.79
Step 2	36.69	37.33	37.98
Step 3	37.29	37.94	38.60
Step 4	39.12	39.80	40.50
Step 5	41.00	41.72	42.45
Step 6	43.30	44.06	44.83
Step 7	45.60	46.40	47.21
Step 8	47.94	48.78	49.63
Step 9	51.38	52.28	53.19
25 Years	52.28	53.19	54.12

TEMPORARY/GRADUATE NURSE – Full-time

	April 1, 2020	April 1, 2021	April 1, 2022
Step 1	33.13	33.71	34.30
Step 2	33.29	33.87	34.46
Step 3	33.85	34.44	35.04
Step 4	35.51	36.13	36.76
Step 5	37.20	37.85	38.51
Step 6	39.29	39.98	40.68
Step 7	41.39	42.11	42.85
Step 8	43.52	44.28	45.05
Step 9	46.60	47.42	48.25
25 Years	47.43	48.26	49.10

REGISTERED NURSE – Part-time

	April 1, 2020	April 1, 2021	April 1, 2022
Step 1	33.81	34.40	35.00
Step 2	33.96	34.55	35.15
Step 3	34.53	35.13	35.74
Step 4	36.23	36.86	37.51
Step 5	37.96	38.62	39.30
Step 6	40.09	40.79	41.50
Step 7	42.24	42.98	43.73
Step 8	44.40	45.18	45.97
Step 9	47.56	48.39	49.24
25 Years	48.41	49.26	50.12

TEMPORARY/GRADUATE NURSE – Part-time

	April 1, 2020	April 1, 2021	April 1, 2022
Step 1	33.13	33.71	34.30
Step 2	33.29	33.87	34.46
Step 3	33.85	34.44	35.04
Step 4	35.51	36.13	36.76
Step 5	37.20	37.85	38.51
Step 6	39.29	39.98	40.68
Step 7	41.39	42.11	42.85
Step 8	43.52	44.28	45.05
Step 9	46.60	47.42	48.25
25 Years	47.43	48.26	49.10

A.01 The percentage in lieu payment applicable to part-time and casual nurses shall be thirteen percent (13%) included in the above hourly rates and paid in lieu of all fringe benefits (being those benefits to a nurse paid in whole or part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, holiday pay, tour differential, weekend premium, responsibility allowance, court attendance, reporting pay, bereavement leave, and standby pay, where such compensation has been provided in this collective agreement).

For part-time nurses who are eligible and who must join the O.M.E.R.S. plan, the percentage payment in lieu of fringe benefits shall be nine percent (9%).

A.02 **Tour Differential**

A nurse shall be paid a shift premium of two dollars and thirty-five cents (\$2.35) per hour for each hour worked between the hours of 1400 and 2200.

A nurse shall be paid a shift premium of two dollars and seventy-five cents (\$2.75) per hour worked between the hours of 2200 and 0600.

Effective the date of Ratification increase night shift premium to two dollars and eighty eight cents (\$2.88) per hour (as per Hospital 14.10)

A.03 Weekend Premium

A nurse shall be paid a shift premium of two dollars and ninety cents (\$2.90) per hour for all hours worked on Saturday and Sunday.

Effective the date of Ratification increase weekend premium to three dollars and four cents (\$3.04) per hour (as per Hospital 14.15)

A.04 Responsibility Allowance

Effective April 1, 2016, a nurse who is assigned the responsibility of relieving the Director of Care, or of being Nurse-in-charge of the building on any shift where the Director of Care is not normally present, shall be paid a responsibility allowance of two dollars (\$2.00) per hour in addition to her regular salary and other premiums.

A.05 On-Call Premium

A nurse shall be paid an hourly premium of four dollars (\$4.00) per hour for all on-call hours.

A.06 Recognition of Experience

1. When placing an employee on the salary grid at date of hire, previous nursing experience may be recognized on the following basis:
 - (a) A nurse with recent related experience, who has been actively employed as a Registered Nurse or has Community Nursing experience within the last two (2) years prior to being employed by the Employer, shall receive one (1) increment for every fifteen hundred (1,500) hours of related work experience. The nurse shall receive credit for said experience for all eligible hours worked provided there is no break in active employment in excess of two (2) years. In the event the nurse has a break in active employment of two (2) years, only those eligible hours prior to the break in employment shall be recognized. Related work experience shall include Long Term Care and/or hospital/acute care.
 - (b) If a period of more than two (2) years have elapsed since the nurse has been actively employed as a Registered Nurse or in Community Nursing, or the nurse has other related nursing experience, the number of increments to be paid, if any, shall be at the sole discretion of the Employer.

- (c) A claim for recent related experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise.

It shall be the responsibility of the nurse to provide proof of related experience, including verifications of hours worked, on hiring in order to be considered for a salary increment adjustment. The Employer shall determine the employee placement on the salary grid and any dispute must be grieved within three (3) months from the date of hire as per the grievance procedure.

- (d) In the event the nurse does not grieve her rate of pay within the time limits set out in A.05-1 above, the Arbitrator or Board of Arbitration has no jurisdiction to said grievance.

2. The Employer shall advise the nurse of the Recognition of Experience Policy on confirmation of hire.

A.07

Annual Increments

1. A regular full-time nurse shall move to the next step on the grid on her anniversary date or her adjusted anniversary date in the event that she had transferred from part-time to full-time in accordance with the formula in Article 11.01 (e).
2. A regular part-time nurse shall move to the next step on the grid after completion of fifteen hundred (1,500) hours worked, or her adjusted date in the event that she had transferred from full-time to part-time in accordance with the formula in Article 11.01 (e).
3. Nurses who change their status from full-time to part-time and vice-versa will maintain their same level on the salary grid.

A.08 Retroactivity

The rates in Schedule "A" shall be effective on the dates specifically noted and shall be available on a retroactive basis to all nurses in the bargaining unit employed while such increases are effective, for all paid hours of employment. The Employer shall contact nurses as soon as possible who have left its employ during the currency of this agreement and advise them in writing of their entitlement to any retroactive wage adjustment, with copies of such letters to the Association. Any such nurses shall have thirty (30) days from the date the letter of advice is mailed to them to claim their retroactive wage entitlement, which shall be paid by separate cheques to them, as soon as possible, from the date the claim is received by the Employer.

A.09 Realignment of Duties and Establishment of New Positions

When the duties of a position covered by this Agreement are changed or when a new position appropriately covered by this Agreement is established, notification of the change and the job description will be forwarded to the Association and the salary shall be negotiated. If the parties are unable to agree, such a dispute may be submitted to arbitration, and the Board of Arbitration shall have the jurisdiction to determine the salary rates payable to the new or changed position. The salary shall be retroactive to the time the position was first filled by the nurse.

SCHEDULE "B"

LIST OF PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE

CHAIRPERSONS

When necessary, the parties will meet for the purpose of determining an appropriate list of Professional Responsibility Assessment Committee Chairpersons, who shall be independent respected professionals in the nursing field.

SCHEDULE "C" – BENEFITS**SICK LEAVE PLAN****I COVERAGE:** All regular full-time employees

The Corporation shall pay on behalf of all eligible employees and their eligible dependents, the full cost of premiums of the following benefits, which will be subject to the terms and conditions of the governing master insurance policies. No accumulation of service shall be credited, in relation to any eligibility for any insurance benefits named herein, to any part-time employee for the period(s) of part-time employment who subsequently becomes a full-time employee. All eligibility shall be based on the most recent date of hire as a regular full-time employee.

II BENEFITS FOR THE EMPLOYEE ONLY**A. Sick Leave/Short Term Disability**

Coverage: Regular full-time employees who have completed 3 months of continuous service.

Policy Statement:

The Corporation will provide to eligible employees a salary continuance insurance plan to protect its employees from financial hardship in the event of legitimate, substantiated illness or accident.

Procedure:

1. Eligible employees will be entitled to one (1) week of sick leave at 100% of earnings and fourteen weeks of sick leave at 60% of earnings during the first year of service.
2. In each succeeding calendar year of continuous service as a regular full-time employee, an additional week of sick leave at 100% of earnings will be granted. The maximum allowable under this plan will be 10 weeks of sick leave at 100% of earnings and 5 weeks of sick leave at 60% of earnings.
3. Weekly earnings for employees paid by the hour will be calculated on the basis of the employee's normally scheduled work week paid at their regular straight time rate.
4. For the purposes of this provision, "Sickness", shall mean a physical or mental disability which renders the employee incapable of fulfilling the normal requirements of his job.

5. Medical eligibility requirements:
- (a) A certificate from a duly recognized medical practitioner, stating that the employee is unable to perform his/her duties and indicating the probable duration of the illness, and, the expected date of return to work, may be required for any absence of more than three (3) working days, or for one (1) working day prior to or following a paid holiday, which is to be charged as sick leave. Failure to produce the required certificate(s) within five (5) working days of the date of disability may result in the uncertified days of absence being charged as leave without pay. If the medical certificate is not required, the Department Head must give approval in writing.
 - (b) More than seven (7) days of accumulated uncertified absence within a calendar year shall be charged as sick leave without pay.
 - (c) In any case of prolonged illness, the employee must submit such periodic reports on his/her condition, as may be required by the Corporation. The Corporation, at its discretion, has the right to have any employee examined by a qualified medical practitioner mutually acceptable to the Corporation and the employee.
6. In cases of long-term continuous absence, a medical certificate must be provided for every twenty (20) days of absence. This medical certificate must state the latest date of medical examination, and the expected date of the employee's return to work.
7. An employee who is unable to return to work because of illness must notify his immediate Supervisor prior to the commencement of his regularly scheduled working day and must advise the Supervisor of his expected date of return to work.
8. Unused portions of sick leave will not accumulate from year to year under any circumstances.
9. Where an employee becomes ill during his/her annual vacation the Corporation will consider the period of illness as sick leave upon receipt of a duly authorized medical certificate stating the nature and duration of the illness.
10. Upon return to full-time continuous employment, benefits will be reinstated on the following basis:
- 1) (a) If the employee has not passed the start of a new calendar year since the date of illness, the balance of unused Sick Leave/Short Term Disability will be reinstated.

- 2) (b) If the employee has passed the start of a new calendar year since the date of illness, the new entitlement will be reinstated four (4) weeks after the return to work date.

B. Long Term Disability Insurance

1. Every regular full-time employee who has completed six (6) months of continuous service will be covered for any accident or sickness, which causes total disability, except in the case of:
 - (a) suicide, self-destruction or any attempt thereat,
 - (b) declared or undeclared acts of war,
 - (c) service in the armed forces of any country,
 - (d) flying, except as a passenger in an aircraft for which a certificate of airworthiness has been issued.
2. This policy provides to qualified employees a monthly income equal to seventy-five percent (75%) of normal monthly earnings in effect immediately prior to the disability.
3. In no event shall the employee's benefits exceed \$8,000 per month.
4. The benefits of this plan shall commence on the 105th day of total disability and shall continue to be payable to age 65 or to recovery, whichever occurs first.
5. An employee's position will be held up to twenty-four (24) months following the date of disability.
6. Any benefits which are payable under this policy shall be reduced by the amount which an employee receives under the Workplace Safety and Insurance Board or similar legislation, any federal, provincial or municipal government plan, or any group insurance, retirement or pension plan in force within the Corporation.
7. Long-term insurance benefits shall be payable only upon the following conditions:
 - (a) During the first two years that benefits are paid, an employee must be wholly and continuously disabled as a result of his sickness or accident and be prevented from performing each and every duty pertaining to his occupation.

- (b) The employee must not engage in any other occupation or employment for wage or profit.
- (c) An employee must be under the regular care and attendance of a legally qualified physician or surgeon. It is not necessary for the employee to be confined to a house or hospital in order to collect benefits.

8. Group Benefits for Employees on Long Term Disability

- (a) Employees who qualify for and receive benefits under the provisions of Long-Term Disability will have Extended Health Care benefits continued for a period of twenty-four (24) months from the initial date of illness or injury. The Corporation will pay 100% of the premiums for the twenty-four (24) month period.
- (b) Waivers of premium for Life Insurance and Dependent Life Insurance (if applicable) will go into effect at the beginning of the fifth month from the date of initial illness or injury. Coverage will continue without cost to either the employee or the Corporation for the duration of the Long-Term Disability.
- (c) After twenty-four (24) months, if the employee still qualifies for and receives Long Term Disability benefits, Extended Health coverage (excluding Dental) may be continued beyond the 24 month period if the employee pays 100% of the premium costs.
- (d) All benefits for an employee on Long Term Disability will cease when the employee reaches age 65.

9. Return to Work - Reinstatement of Sick Leave Benefits

When an employee is medically cleared by a physician to return to full-time employment, sick leave/short term disability (STD) benefits will be reinstated after four (4) weeks of continuous employment and if the next calendar year has passed. If the annual calendar date has not been reached, any balance of unused sick leave/STD will be reinstated. If the balance is nil, and the employee incurs sick time prior to the start of a new calendar year, they may apply for Employment Insurance benefits to cover the lost time.

SCHEDULE "D"

**ONA/LONG-TERM CARE PROFESSIONAL RESPONSIBILITY
WORKLOAD (PRW) 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. The PRW report 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: Click to enter date Time: _____ 7.5 hr. shift 11.25 hr. shift Other: _____

Is this a Specialty Unit? Yes No

Name of Supervisor: _____	Date/Time notified: _____	Click to enter date _____
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SECTION 2: DETAILS OF OCCURRENCE

Provide details of how the residents 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 3: 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 RN: Yes No And how many?

Junior Staff*: Yes No And how many? RN RPN

PS Temp

W 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

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 4: 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:

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:

- Inservice
- Orientation
- Review nurse/resident ratio
- Change unit layout
- Float/casual pool
- Review policies & procedures
- Adjust RN staffing calls/LOAs, etc.
- Adjust support staffing
- Replace sick
- Input into how compliance recommendations are implemented
- 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:	Click to enter date		

SECTION 8: MANAGEMENT COMMENTS

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

Yes No

If yes, date: Click to enter 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 Labour-Management.

Click to enter date

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

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

Dated: Click to enter date

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

**ONA/LONG-TERM CARE PROFESSIONAL RESPONSIBILITY - WORKLOAD
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 and 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) College of Nurses of Ontario (CNO) Standards/Practice Guidelines/Long-Term Care policies and procedures you believe to be at risk. The CNO can be found at www.cno.org.
- 6) Do not, under any circumstances, identify residents.

LETTER OF UNDERSTANDING

Between:

**THE CORPORATION OF THE COUNTY OF BRUCE
BRUCELEA HAVEN LONG TERM CARE and
GATEWAY HAVEN LONG TERM CARE**
(Hereinafter referred to as the "Employer")

And:

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

Re: RPNs

The parties agree to introduce the use of Registered Practical Nurses (RPNs) under the following conditions:

1. The current level of Registered Nurses' hours will be maintained.
2. Any reduction in staffing necessary as a result of a decreased bed census will be applied so as to maintain the existing ratio of Registered Nurses to other categories of caregivers.
3. It is recognized that there is a frequent overlap in the work performed by members of the bargaining unit and RPNs. The Employer agrees that should funding to the Home be reduced to a point where a lay off would occur, RPN staff will be laid off first, before laying off Registered Nurses.
4. Any increase in bed census shall include an equivalent increase in Registered Nurse staffing hours, where the level of care according to the Ministry of Health indicates that Registered Nurses are the appropriate caregivers.

This Letter of Understanding will be appended to the collective agreement and shall be subject to the dispute resolution process contained therein, and shall be automatically renewed, subject to mutually agreed amendments.

Re: RPNs
Page Two

Dated at Walkerton, Ontario, this “7th” day of “March” 2023.

FOR THE EMPLOYER

“Megan Garland”

“Emily Kussmann”

“S. Morphy”

“Jenn Robinson”

FOR THE UNION

“Jodi Caughy”
Labour Relations Officer

“Lisa Stroeder”

“Cherise Lester”

“Bernie Robinson”

LETTER OF UNDERSTANDING

Between:

**THE CORPORATION OF THE COUNTY OF BRUCE
BRUCELEA HAVEN LONG TERM CARE and
GATEWAY HAVEN LONG TERM CARE**
(Hereinafter referred to as the "Employer")

And:

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

Re: Excess Hours of Work Agreement; Overtime Averaging Agreement

WHEREAS the Employer seeks approval from the Ministry of Labour & Director of Employment Standards, under *Section 17.1* of the *Employment Standards Act, 2000* ("ESA"), which would thereby permit the Employer to allow employees to work in excess of the hours of work limitations set out in *Section 17.1* of the ESA;

NOW THEREFORE the Union agrees that the Employer may exceed the hours of work limitations set out in *Section 17.1* of the ESA, subject to the following;

THE PARTIES ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. Employees may be asked to work additional hours (per day and/or per week) above the normal hours of their regular rotation or schedule, such that the employee may work more than 48 hours in a week, up to a limit of 60 hours in a week. Each employee has the right to refuse the request to work additional hours, subject to the emergency provisions of *Section 19* of the ESA. For the purpose of this agreement, a week shall be defined as Monday to Sunday.
2. Employees may be asked to work hours which provide less than eight hours free from the performance of work between shifts, even if the total time worked on successive shifts does not exceed 13 hours. Each employee has the rights to refuse the request to work additional hours, subject to the emergency provisions of *Section 19* of the ESA.
3. The scheduling of additional hours shall be in accordance with the scheduling provisions of the collective agreement. All applicable overtime premiums provided in the current collective agreement will be recognized and payments made accordingly.

Re: Excess Hours of Work Agreement Overtime Averaging Agreement
Page Two

- 4. Schedules are designed to provide an average of 37.5 hours per week for full-time employees and an average of no more than 75 hours in two weeks for part-time employees. The parties agree to average such scheduled hours over the two weeks within each pay period for the purpose of determining the employee's entitlement, if any, to overtime pay under *Section 22* of the ESA.
- 5. This Letter of Understanding shall not be interpreted to disentitle an employee to any other premium payment under any other provision of the collective agreement.

This Letter of Understanding will remain in effect for the duration of the current collective agreement, at which time it will expire unless renewed by the parties.

Dated at Walkerton , Ontario, this “7th” day of “March” 2023.

FOR THE EMPLOYER

FOR THE UNION

“Megan Garland”

“Jodi Caughy”
Labour Relations Officer

“Emily Kussmann”

“Lisa Stroeder”

“S. Morphy”

“Cherise Lester”

“Jenn Robinson”

“Bernie Robinson”
