

COLLECTIVE AGREEMENT

Between:

**THE CORPORATION OF THE COUNTY OF ELGIN
(ELGIN MANOR, TERRACE LODGE AND BOBIER VILLA)**

And:

ONTARIO NURSES' ASSOCIATION

Expiry date: March 31, 2023

TABLE OF CONTENTS

<u>Article No.</u>	<u>Page</u>
ARTICLE 1 - PURPOSE	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - MANAGEMENT FUNCTIONS.....	2
ARTICLE 5 - NO STRIKES AND LOCKOUTS	3
ARTICLE 6 - ASSOCIATION COMMITTEES AND REPRESENTATIVES	3
ARTICLE 7 - ASSOCIATION SECURITY.....	4
ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES.....	5
ARTICLE 9 - JOB SECURITY.....	7
ARTICLE 10 - EMPLOYEE FILES	11
ARTICLE 11 - LEAVES OF ABSENCE	11
ARTICLE 12 - PAID HOLIDAYS	16
ARTICLE 13 - VACATIONS	18
ARTICLE 14 - SHORT TERM DISABILITY AND LONG-TERM DISABILITY.....	20
ARTICLE 15 - HOURS OF WORK.....	22
ARTICLE 16 - MISCELLANEOUS.....	27
ARTICLE 17 - BENEFITS	28
ARTICLE 18 - PROFESSIONAL RESPONSIBILITY	30
ARTICLE 19 - IN-SERVICE ORIENTATION	31
ARTICLE 20 - DURATION	31
ARTICLE 21 - COMPENSATION.....	32
ARTICLE 22 - JOB SHARING.....	34
ARTICLE 23 – OCCUPATIONAL HEALTH & SAFETY	35
ARTICLE 24 - APPENDICES.....	37
APPENDIX "A" - SALARY SCHEDULE.....	38
APPENDIX "B" - ASSESSMENT COMMITTEE CHAIRPERSONS	39
LETTER OF UNDERSTANDING - RE: GRIEVANCE #950228.....	40
LETTER OF UNDERSTANDING - RE: REGULAR PART-TIME	41

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the sole bargaining agent of all registered and graduate nurses employed in a nursing capacity by the Corporation of the County of Elgin in all of its' long term care facilities save and except Manager of Resident Care (previously called Director of Nursing) and persons above the rank of Manager of Resident Care.
- 2.02 The Employer recognizes the following categories of nurses:
- (a) A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 15.
 - (b) A part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 15.
 - (c) A casual nurse is a nurse who does not have regularly scheduled shifts and is on an on-call basis only.
- 2.03 Registered Nurses must submit their Annual Registration Payment Card to the Employer prior to February 15 each year. The Employer will notify, in writing, Registered Nurses from whom Annual Registration Payment Cards have not been received by February 15, that they have two weeks to submit their Annual Registration Payment Card to the Employer. Registered Nurses who fail to submit their Annual Registration Payment Card to the Employer before those two weeks pass shall not be scheduled beyond the end of those two weeks, until they submit their Annual Registration Payment Card to the Employer.
- 2.04 A Nurse who holds a Temporary Class Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations issued by the College of Nurses of Ontario must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate. If the nurse fails to obtain her or his General Class Certificate of Registration prior to the expiry of his or her Temporary Class Certificate of Registration, but in any case not longer than two (2) years from her or his date of hire, she/he will be deemed to be not qualified for the position of registered nurse, and she/he will be terminated.
- 2.05 The word "Nurses" as when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- 2.06 Whenever the feminine pronoun is used in this Agreement, it includes the masculine and non binary pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.

- 2.07 In order to protect the standard of nursing care the Employer agrees that persons whose jobs are not in the bargaining unit shall not perform work normally performed by employees in the bargaining unit except for:
- (a) the purpose of instruction or experimentation or,
 - (b) in the event of an emergency, or
 - (c) work normally performed by employees outside the bargaining unit.
- 2.08 A temporary employee is one who is required to temporarily replace an employee who is on vacation, an approved leave of absence, sick leave, long term disability or Workplace Safety Insurance or any special project that has been specifically funded. Any such temporary vacancy shall not exceed the time required to complete the specific circumstances that give rise to the temporary vacancy. An employee hired as a temporary replacement shall be advised in writing at the time of hiring her temporary status and the duration of employment.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Association recognizes that the Management of the Home and the direction of working forces are fixed exclusively in the Home and shall remain solely with the Home except as specifically limited by the provisions of this Agreement and without restricting the generality of the foregoing; the Association acknowledges that it is the exclusive function of the Home to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses provided that a claim of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine in the interest of efficient operation and highest standard of services, job rating or classification, the hours of work, work assignment, methods of doing the work and the working establishment for the service;
 - (d) generally to manage the Home including determining the number of employees, procedures and equipment required;
 - (e) make and enforce and alter from time to time, reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of this Agreement.
- 3.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Association agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Association or by reason of any matter under the terms of the

Charter of Rights and/or the *Human Rights Code* and that there will be no Association activity or solicitation of membership on the premises of the Employer during working hours except with the written permission of the Director or as specifically provided for in this Agreement.

ARTICLE 5 - NO STRIKES AND LOCKOUTS

5.01 The Association agrees that there will be no strikes and the Employer agrees there will be no lockouts in 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 COMMITTEES AND REPRESENTATIVES

6.01 The Employer agrees to recognize the following representatives of the Association:

- (a) A Nurse Representative, plus an alternate, in each of the Homes to deal with issues within their respective Homes. Upon mutual agreement of the parties, the number may be altered from time to time. One of these Nurse Representatives shall also be identified as Bargaining Unit President.
- (b) A Grievance Committee of up to two (2) nurses from each Home who are members of the Bargaining Unit and who will deal with issues within their respective Home.
- (c) A Negotiating Committee of up to three (3) nurses, one of whom shall be the Bargaining Unit President, plus a Labour Relations Officer.
- (d) When any of the aforementioned representatives are absent, alternates may be appointed in such capacity.
- (e) It is understood and agreed that the Labour Relations Officer is the signing authority for Ontario Nurses' Association and therefore any agreement reached between the parties is of no force or effect without the agreement and signature of the Labour Relations Officer.
- (f) There shall be a Management-Association Committee in each Home to deal with issues within the respective Home composed of two nurse representatives who are members of the Bargaining Unit and two representatives of the Employer, it being understood that membership of the committee may be expanded by mutual agreement. Meetings of this Committee shall be held at the request of either party, but at least every other month provided that there are matters to be discussed. Meetings of this Committee will be held for the purpose of discussing matters of concern. Minutes of this meeting shall be maintained and signed by both parties. The role of the Chairperson shall rotate between the parties. Each party will notify the other at least forty-eight (48) hours in advance, of the matters it wishes to place on the agenda for the meeting. Items, which may arise within the forty-eight (48) hour period, may be discussed.
- (g) An Occupational Health and Safety Committee which shall be comprised of at least one (1) member from each Home of the Bargaining Unit and to form part of the existing Health and Safety Committees in operation in the Homes.

- 6.02 The Association will supply the Employer with the names of its representatives and changes thereto.
- 6.03 (a) The Association acknowledges that the nurse representatives and Committee members referred to above must continue to perform their regular duties, however, it is recognized that a Committee member may be required to leave her duties for up to ten (10) minutes to attend to Association business in the Home. If such becomes necessary she shall first obtain the permission of Management. Such permission shall not be unreasonably withheld. Upon completion of her activities, she shall report back to her duties.
- (b) Representatives of the Association shall not lose pay for any time used during their regularly scheduled hours of work in attending meetings or fulfilling other duties related to their responsibilities under the Collective Agreement.
- (c) Nurses on the Negotiating Committee shall receive paid time off for evening or night shift of preceding day or the evening or night shift of actual day if scheduled to work these shifts. The nurse shall have the option of which shift she will be off provided coverage can be arranged.
- 6.04 A representative or consultant from or acting on behalf of the Ontario Nurses' Association and/or a resource person of the Employer's choice may attend meetings of the Negotiating Committee and/or the Grievance Committee.
- 6.05 The Employer agrees to provide a Representative of the Association with a ten (10) minute period within the Orientation Programme in order to meet with the newly hired nurses.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer will deduct from the first pay of the month from any nurse with the Home, an amount equivalent to the regular monthly Association dues, and will forward such sum to the Association. The Employer will send to the Association once each month (within fifteen (15) days from the date the deductions were made) its cheque for the dues deducted under this clause. The Employer will also forward a list of names and Social Insurance Numbers, and status of the nurses from whom deductions have been made. The Employer shall provide the information in an electronic format. A copy of this list will be sent to the Local. In the case of new employees, the Employer will deduct from the first pay of the month following the date of hire from any nurse within the Home, an amount equivalent to the regular monthly Association dues and provide the Association with the Social Insurance Number and address of such new employee, which information will be sent along with the Employer's cheque for the month in which dues were first deducted from such new employee. The Association shall notify the Employer in writing of the amount of such dues from time to time.
- 7.02 The Association will hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deduction and remittance.
- 7.03 The Employer shall provide each nurse with a T4 supplementary slip, showing the dues deducted in the previous year for Income Tax purposes.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

8.01 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she has first given her Manager of Resident Care or designate the opportunity of adjusting her complaint. Such complaint shall be discussed with her Manager of Resident Care or designate within ten (10) days after the circumstances giving rise to it have occurred and the Manager of Resident Care or designate shall reply within ten (10) days. It may then be taken up as a grievance within ten (10) days following the receipt of the decision of the Manager of Resident Care or designate in the following manner and sequence:

8.02 Step No. 1

The nurse, with the assistance of a nurse representative if desired, may submit a written grievance signed by her to the Administrator or designate, documenting the Article(s) alleged to be violated and the nature of the complaint. The Administrator or designate will deliver her decision in writing within ten (10) days following the day on which the grievance was presented to her. Failing settlement then:

Step No. 2

Within ten (10) days following the decision under Step No. 1 the nurse with the assistance of a nurse representative if desired, may submit the written grievance to the Director who will deliver his decision in writing within ten (10) days from the date on which the written grievance was presented to him. The parties may if they so desire, meet to discuss the grievances at a time and place suitable to both parties.

Step No. 3

Within ten (10) days following the decision under Step No. 2, the committee referred to in Article 6.01(b), hereof may submit the written grievance to the Director of Human Resources. The parties will meet if either party so desires to discuss the grievance at a time and place suitable to both parties. The decision of the Employer shall be given in writing to the nurse and the Association within ten (10) days following the meeting.

8.03 All agreements reached under the grievance procedures between the representatives of the Employer and the representatives of the Association will be final and binding upon the Employer and the Association and the nurses.

8.04 The time limits set out in the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44(6) of the Labour Relations Act. All grievances shall be properly carried through the requisite steps of the Grievance Procedure in a business-like manner before it is submitted to arbitration. Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure. The parties may agree to waive or extend any of the time limits established in the grievance and/or arbitration procedures and where such agreement is reached, it shall be in writing.

8.05 Discharge Suspension and Written Discipline Grievances

Subject to 9.02 (b) a claim by an employee that she has been unjustly discharged or suspended from her employment, or has received an unjust written discipline, will be treated as a special grievance, commencing at Step No. 2 of the grievance procedure, provided the involved person submits her written grievance, dated and signed, within seven (7) working days after the event occurs. Prior to imposing discharge, suspension or written discipline the Employer shall notify the employee of her right to be represented by a nurse representative. Such special grievances may be settled by confirming the discharge or suspension, or by reinstating the discharged person with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

8.06 Group Grievance

Where a number of nurses have similar grievances they may present a group grievance in writing, to the Manager of Resident Care or designate within fourteen (14) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The Manager of Resident Care or designate shall reply within ten (10) days.

The grievance can then be initiated at Step 2 of the grievance procedure and the applicable provisions of the Article will apply.

8.07 Policy Grievance

A complaint or grievance arising directly between the Employer and the Association concerning the interpretation, application, administration or an alleged violation of this Agreement shall originate at Step No. 2 of the Grievance Procedure within ten (10) days after the circumstances giving rise to the complaint have occurred. No matter may be grieved as a policy grievance, which involves a complaint from an individual nurse.

8.08 Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.

8.09 The parties may agree to waive or extend any of the time limits established in the Grievance and Arbitration Procedures.

8.10 A nurse representative may assist the grievor at any stage of the Grievance Procedure if so requested by the nurse. At the request of the Nurse Representative, the Bargaining Unit President may assist the grievor starting at Step 2 grievance matters involving suspension or termination.

8.11 Arbitration

If the Employer or the Association requests that a grievance, as above provided, be submitted to arbitration, it shall make such request in writing addressed to the other party of this Agreement and at the same time appoint its nominee and notify the other party. The recipient of the notice shall within ten (10) days inform the other party of its appointee to the Arbitration Board. The two nominees so mentioned shall, within ten (10) days of the nomination of the latter of them, attempt to settle by agreement the third person to be a member and Chairman of the Arbitration Board. If they are unable to agree on such Chairman, they shall then

request the Minister of Labour of the Province of Ontario to appoint a Chairman. In the event of default of either party in nominating its representative to the Arbitration Board, the other party shall apply to the Minister of Labour for the Province of Ontario who shall have power to effect such appointment.

- 8.12 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.13 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement or to substitute any provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.14 Each of the parties thereto will bear the fee and expense of the nominee appointed by it and the parties will equally share the fee and expense, if any, of the Chairman of the Arbitration Board.
- 8.15 The time limits fixed in both the Grievance and the Arbitration procedures may be extended by written mutual consent of the parties to this Agreement.
- 8.16 The Employer and the Association may, by written mutual agreement, substitute for specific grievance or grievances, a named Arbitrator for the Board of Arbitration provided for herein whether or not such Board has been constituted and the Arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration hereunder.
- 8.17 Saturdays, Sundays, and paid holidays shall not be counted in the grievance procedure.

ARTICLE 9 - JOB SECURITY

- 9.01 The Union and the Employer agree to abide by the Human Rights Code.
- (a) i) Seniority for full-time employees shall be defined as the length of employment with the Employer since date of last hire.
- ii) Part-time employees' seniority shall be calculated on the basis of paid hours accumulated with the Employer since the date of last hire. It is recognized that fifteen hundred (1500) paid hours equals one (1) year of full time seniority and vice versa.
- 9.02 (a) The probationary period for full-time employees shall be four hundred and fifty (450) hours worked. The probationary period for part-time employees shall be four hundred and fifty (450) hours worked or a period of six (6) calendar months whichever is reached first. The probationary period for casual employees shall be three hundred and sixty (360) hours worked or eight (8) calendar months, whichever is reached first. With the written consent of the Home the probationary employee and the Bargaining Unit President or her designate, such probationary period may be extended. Where the Home requests an extension of the probationary period, it will provide notice to the Association at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours worked and, where requested, the

Home will advise the employee and the Association of the basis of such extension.

- (b) The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:
 - (i) reasons which are arbitrary, discriminatory or in bad faith;
 - (ii) exercising a right under this Agreement.

The Employer agrees to provide a probationary nurse with written reasons for her or his release within seven (7) days of such release, with a copy to the Local Association.

A claim by a probationary nurse that she or he has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Employer at Step 2 within seven (7) days after the date the release is effective in accordance with Article 8.05.

- 9.03 A seniority list shall be established for each Home for all full-time and part-time nurses covered by this Agreement who have completed their probationary period. A copy of each seniority list will be filed with the Association annually as at April 30th of each year. Seniority as posted will be deemed to be final and not subject to complaint unless such complaint is made within the calendar year from the first date of posting of each new list.
- 9.04 The seniority rights and employment of a nurse shall be deemed to have terminated if a nurse:
 - (a) voluntarily ceases her employment;
 - (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
 - (c) fails to return to work upon termination of an authorized leave of absence; and unless a satisfactory reason is given;
 - (d) is laid off for more than twenty-four (24) months;
 - (e) fails to report for work within fourteen (14) days after being notified by registered mail to the last known address in the Employer's possession, following a layoff, or fails to advise the Employer within five (5) days of her intention to report for work pursuant to such notification unless a satisfactory reason is given by the nurse;
 - (f) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a satisfactory explanation to the Employer;
 - (g) is absent from work due to disability which absence continues more than thirty (30) months.

- 9.05.1 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- (a) when on leave of absence with pay;
 - (b) when on leave of absence without pay for a period of up to thirty (30) continuous calendar days;
 - (c) when in receipt of short-term disability;
 - (d) when in receipt of Workplace Safety Insurance;
 - (e) when on pregnancy/parental leave in accordance with the employment standards act.
 - (f) While on an approved leave of absence Part Time and/or Casual employees shall continue to accumulate seniority based on their normal weekly hours calculated by using the same time period as is or would be used for the calculation of the Employment Insurance benefit.
- 9.05.2 Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- (a) when on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
 - (b) for absence due to accident or illness and not in receipt of S.T.D.;
 - (c) when on L.T.D. up to thirty (30) months;
 - (d) when on lay-off up to twenty-four (24) months.
- 9.06 In the case of a vacancy, the Employer will post notice of such vacancy, for seven (7) calendar days, prior to filling the position, in order that any interested nurse may apply, provided such application is made within the posting period. Notice shall be posted in all Homes at the same time. A copy of such notice shall be sent to the Local Association. If no qualified nurse applied from any Home, then the Employer may hire a new nurse from outside of the employ. The name of the successful applicant shall be posted by the Employer.
- 9.07 Part-time nurses shall be given the first opportunity to fill temporary vacancies and they shall retain their part-time status. It is understood, however, that where such vacancies occur in short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. The Employer will outline the conditions and duration of such vacancy. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy. A nurse, who is absent due to leave of absence or illness, shall have the right to return to her former position.
- 9.08 (a) In all cases of a vacancy, the following factors shall be considered:
- i) skill, ability, experience, and qualifications;
 - ii) seniority.

When the factors in i) are relatively equal, ii) shall govern. However, if senior applicants are refused a position, they will be given reasons for such refusal.

- (b) If no nurse from the Home applies, the nurses who apply from the other Homes will be chosen based on the same criteria before any new nurse is hired.
- (c) Where the applicant has been selected in accordance with this Article and it is subsequently determined that she cannot satisfactorily perform the job to which she was transferred or promoted, the Employer will attempt during the first thirty (30) tours worked from the date on which the nurse was first assigned to the vacancy to return her to her former job and the filling of subsequent vacancies will likewise be reversed.

9.09 Layoff and Recall

- (a) In the event that a reduction of the work force in any Home is required, the nurses will be laid off in reverse order of seniority. When recalling a nurse after lay-off, recall shall be in order of seniority. No nurse may be laid off until she has received ninety (90) calendar days' notice of lay-off, or pay in lieu thereof, except where an emergency renders the notice period impossible to comply with.
- (b) In the event of a lay-off, the Employer will advise the local Association in four (4) months in advance of the proposed layoff or elimination. The Employer will provide such notice in writing to the Bargaining Unit President and Association and will give the reasons for the lay-off and the proposed implementation of it.
- (c) Any lay-off or recall that is to be implemented hereunder shall not disturb the relative mix of full-time and part-time nurses.
- (d) No new nurse will be hired where there is a nurse(s) on lay-off at any of the Homes.

- 9.10 (a) A nurse who is required to substitute in a classification that is excluded from the Bargaining Unit shall continue to be covered by the Collective Agreement.
- (b) Any nurse who transfers to a position outside the Bargaining Unit may apply for any job posting; if the transfer back into the Bargaining Unit is within six (6) months her seniority will be retained.
- (c) The nurse shall retain her last date of hire with the Employer for the calculation of salary and any monetary benefits.

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

9.12 All seniority and service obtained under the Agreement shall be retained and transferred with the nurse.

9.13 Employee Performance Review and Employee Files

Written evaluations shall be carried out and discussed with each nurse at the end of her probationary period and annually thereafter.

9.14 The employer shall not assign a nurse, without her consent; to work in a facility other than the one she holds a position in pursuant to the job posting.

ARTICLE 10 - EMPLOYEE FILES

10.01 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following receipt of such letter, suspension or other sanction, save and except any incident of resident abuse, provided that such nurse's record has been discipline-free for one year. Effective the date of ratification following 2019 negotiations, leaves of absence in excess of sixty (60) continuous calendar days will not count towards the period referenced above.

Any incident of resident abuse as defined under the Long-Term Care Homes Act 2007, not overturned through the grievance/arbitration procedure, will be removed from the record of a nurse thirty-six (36) months following receipt of such letter, suspension or other sanction.

10.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice or other employment related matters is completed with respect to any nurse, it is understood and agreed that such nurse shall be given an opportunity to sign the document, indicate any area of disagreement and she shall also be provided with a copy of the document. Upon request, a nurse may review her file in the presence of a member of the Human Resources Department. No documents may be removed from the file.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 Requests for personal leaves of absence will be considered on an individual basis by the Manager of Resident Care or designate. Such requests will be made as far in advance as possible. Notice of approval of a request will be given to the employee without undue delay. When requests for leave of absence are declined the employees will be given reasons. It is understood that leaves of absence may be granted for purposes other than those listed below. Requests will not be unreasonably denied.

11.02 (a) Association Leave

The Employer agrees to grant leaves of absence without pay, to nurses selected by the Association to attend Association business, including conferences and conventions. During such leave of absence the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the daily rate of the nurse. Where possible the nurse will provide written notice of not less than four (4) weeks for the leave of absence.

(b) Board of Directors Leave

A nurse, who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay. Nurses shall continue to accrue seniority and service during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(c) President of ONA

Upon application, in writing, by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of the President for the Ontario Nurses' Association for a period of up to two (2) years. The nurse shall continue to accrue seniority and service during her absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits. The nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of return.

(d) Professional Leave

Professional Leave without pay will be granted to nurses who are elected to the College of Nurses or the Registered Nurses' Association of Ontario to attend the regularly scheduled meetings.

11.03

(a) Professional and Educational Leave

Upon receipt of written notice of not less than two weeks prior to the posting date of the schedule that includes the requested leave period, a nurse shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours on the day she is to write any examinations required in any recognized course in which nurses have been approved by the Employer to enrol in order to upgrade their nursing qualifications. Such approval shall not be unreasonably denied. On notification of successful completion of their course the nurse shall be reimbursed for her full tuition and the cost of books required.

- (b) Nurses may be granted leave(s) of absence with pay to attend workshops, seminars and short courses, which may be deemed by the Manager of Resident Care or designate to be beneficial to the nurse as it relates to her responsibilities. Selection shall be made on an equitable basis from nurses who make application to attend. Such permission shall not be unreasonably withheld.

11.04

Bereavement Leave

- (a) A nurse will be allowed up to five (5) consecutive working days off without loss of her basic straight time pay in conjunction with the funeral of a member of her immediate family. Immediate family means father, mother, brother, sister, spouse (as defined in the Family Law Act), child. "Spouse"

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

- (b) A nurse will be allowed up to three (3) consecutive working days off without loss of her basic straight-time pay in conjunction with the funeral of a mother-in-law, father-in-law, grandparents, grandchild, spouse's grandparents, nurse's son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parents, step parents, foster child, and step child. "Immediate family" and "in-laws" as set out above shall include the relatives of the "spouses" as defined herein.

Notwithstanding the above, the Employer may allow the paid bereavement leave to be taken on non-consecutive days to allow the Employee to attend the funeral or participate in another event or observance commemorating the loss. In exercising this discretion, the Employer shall act reasonably.

- (c) A nurse shall be granted one working day off without loss of basic straight time pay for bereavement leave in conjunction with the funeral of her aunt, uncle, niece or nephew.
- (d) Where travel is required, additional leave without pay may be granted by the Employer.
- (e) The employee shall receive pay for only those scheduled hours of work on the days of the bereavement leave.

11.05

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 nurse shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Home at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 9.02 to a maximum of thirty (30) tours (two hundred and twenty-five (225) hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) An employee qualifying for pregnancy leave under Human Resources Canada shall be paid a maximum of eighty percent (80%) top up of the normal weekly earnings from all sources. Such payment shall commence following the completion of the Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub and shall continue the payment bi-weekly for seventeen (17) weeks.

The Nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment insurance benefit (currently 26 weeks).

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

11.06

Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 11.05 is eligible to be granted a parental leave, in accordance with the Employment Standards Act. In cases of adoption, the nurse shall advise the Home as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses 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 Home, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 9.02 to a maximum of 30 tours (two hundred and twenty-five (225) hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) An employee qualifying for parental leave under Human Resources Canada shall be paid a maximum of eighty percent (80%) top up of the normal weekly earnings from all sources. Such payment shall commence following the completion of the Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub and shall continue the payment bi-weekly for the period stated for pregnancy leave in the Employment Insurance Act up to a maximum of seventeen (17) weeks.

The amount of top-up payment outlined above will be based on the quantum of weekly employment insurance benefits that the employee would receive for a standard parental leave (a maximum of 35 weeks); regardless if the employee opts to take an extended parental leave as may be available by legislation. Under no circumstances will an employee's parental leave (regardless of duration) result in the Employer paying more total cost than that which would accrue during a standard parental leave.

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

11.07 Jury and Witness Duty

If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by summons to attend a court of law or coroner's inquest in connection with the case arising from the nurse's duties at the Home, or summons to appear at the College of Nurses, such nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that she:

- (a) notifies the Manager of Resident Care or designate immediately on the nurse's notification that she will be required to attend court;
- (b) presents proof of service requiring the nurse's attendance;
- (c) deposits with the Home the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

11.08 Effect of Absence

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).

- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, sick leave credits, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence or Workplace Safety Insurance. It is understood that the obligation of the Employer to pay its share of the health and welfare benefits while an employee is on Workplace Safety Insurance shall continue only so long as the employment relationship continues or thirty (30) months, whichever occurs first unless prohibited by legislation.
- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (f) above shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.

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

ARTICLE 12 - PAID HOLIDAYS

12.01 Full time nurses shall receive the following holidays with pay:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day (observed on July 1)	Two (2) Float Days

Float Day Procedures to be followed as outlined below when a full time nurse is requesting the use of a float day:

1. Submit requests at the same time as vacation as per article 13.05 (a), (b), (c) and (h).
2. Submit requests in accordance with article 15.04, re: scheduling.
3. In the case of an emergent situation, where the nurse is unable to follow the above, the request will be submitted to the Manager of Resident Care or Designate and approval will not be unreasonably denied.

Float days will be administered once per calendar year for each Employee provided the Employee has completed his/her probationary period.

12.02 For full time employees only:

Holiday pay shall be computed on the basis of the number of hours a nurse would otherwise work had there been no holiday at her regular straight time rate of pay.

Nurses on extended tours shall receive twelve (12) lieu days off to consist of seven and one half hours (7.5). Nurses shall request vacation or unpaid leave of absence for the remainder of the 11.25 hour shift. Failure to do so will result in the nurse being scheduled to work the remaining 3.75 hrs.

12.03 For full time employees only:

Nurses required to work on a paid holiday shall have the option of either:

- (a) Pay at the rate of time and one-half (1 ½) the employee's regular rate of pay for work performed on such holiday, in addition to the employee's regular pay, or
- (b) Pay at the rate of time and one-half (1 ½) the employee's regular rate for work performed on such holiday and an alternate day off at a time that is mutually agreed upon between the Employer and the employee. Such day(s) off must be taken within ninety (90) days after the paid holiday or payment shall be made in accordance with Article 12.03 (a).

12.04 For full time employees only:

In order to qualify for pay for a holiday, a nurse shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer or the nurse was absent due to:

- (a) legitimate illness or accident which commenced within a month of the holiday;
- (b) vacation granted by the Employer;
- (c) the nurse's regular scheduled day off;
- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day. A nurse receiving Workplace Safety Insurance benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workplace Safety Insurance benefits and the holiday pay.

- (e)
 - i) Where a holiday falls during a nurse's scheduled vacation period, her vacation shall be extended by one (1) day unless the nurse and the Employer agree to schedule a different day off with pay.
 - ii) Where a holiday falls on a nurse's scheduled day off, an additional day off with pay will be scheduled at a mutually acceptable time.

12.05 For part-time employees only:

Part-time employees shall receive one and one-half (1½) the regular rate for working on a paid holiday. It is understood and agreed that paid holiday payment is included within the percentage in lieu of fringe benefit payment.

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

12.07 When a nurse is scheduled to work on a weekend, the Employer shall endeavour to schedule the nurse to work on the paid holiday if the holiday falls on Monday or Friday.

ARTICLE 13 - VACATIONS

13.01 All full-time nurses shall be granted time off for vacation as follows:

- (a) Less than one (1) year of employment - 1.25 days per month of employment (9.375 hours for employees whose regular hours of work are other than the standard work day);
- (b) On January 1, one (1) or more years, but less than three (3) years of employment - three (3) weeks (112.5 hours for employees whose regular hours of work are other than the standard work day);
- (c) On January 1, three (3) or more years, but less than thirteen (13) years of employment - four (4) weeks (150 hours for employees whose regular hours of work are other than the standard work day);
- (d) On January 1, thirteen (13) or more years, but less than twenty-one (21) years of employment - five (5) weeks (187.5 hours for employees whose regular hours of work are other than the standard work day);
- (e) Effective January 1, twenty (20) or more years, but less than twenty seven (27) years of employment - six (6) weeks (225 hours for employees whose regular hours of work are other than the standard work day).
- (f) On January 1, twenty-seven (27) or more years of employment - seven (7) weeks (262.5 hours for employees whose regular hours of work are other than the standard work day).

13.02 Part-time employees shall receive time off for vacation in accordance with 13.01 above with fifteen hundred (1500) paid hours equalling one (1) year.

13.03 (a) Full-time nurses vacation pay shall be their regular wages for each week of vacation or part thereof, subject to other relevant provisos of the Collective agreement.

(b) Part-time employees with less than fifteen hundred (1500) paid hours shall receive vacation benefits as set out in the Employment Standards Act of the Province of Ontario, and regulations thereunder.

- i) Part-time employees with more than fifteen hundred (1500) paid hours shall receive six percent (6%) vacation pay.
 - ii) Part-time employees with more than forty-five hundred (4500) paid hours shall receive eight percent (8%) vacation pay.
 - iii) Part-time employees with more than nineteen thousand five hundred (19,500) paid hours shall receive ten percent (10%) vacation pay.
 - iv) Part-time employees with more than thirty thousand (30,000) paid hours shall receive twelve percent (12%) vacation pay.
 - v) Part-time employees with more than forty thousand five hundred (40,500) paid hours shall receive fourteen percent (14%) vacation pay.
- (c) Part-time employees shall receive vacation pay biweekly as it is earned.
 - (d) In the event that a part-time employee transfers to full-time status, vacation pay will be prorated based on the date of transfer.

13.04

- (a) When a nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form part of such nurse's termination.
- (b) For the purpose of calculating eligibility, the vacation year shall be the period from January 1st of any year to the following December 31st.

13.05

Scheduling

- (a) Every request for vacation is subject to the approval of the Employer. Such approval shall not be unreasonably withheld.
- (b) Prime time vacation lists shall be posted no later than February 1st each year and shall remain posted for one (1) month and then withdrawn. Finalized vacation scheduled will be posted by April 15th for the period May 1st – September 30th. Prime time is defined as May 1st to September 30th. Outside prime time, vacation lists shall be posted no later than July 1st and shall remain posted for 1 month and then withdrawn. Finalized vacation schedules shall be posted by September 15th for the period of October 1st to April 30th.
- (c) In the event of conflict, seniority shall govern with respect to scheduling of vacations.
- (d) Requests for vacation received in writing by the Manager or Resident Care or designate following the withdrawal of the vacation lists will be considered in the order in which they are received, approval shall be provided in writing within one week of the date of the request.

Such requests must be submitted a minimum of three (3) weeks prior to the posting of the schedule that the request will fall within and will not be arbitrarily denied.

- (e) Vacation may commence on any day of the week.

- (f) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following the vacation.
- (g) The Employer will endeavour to schedule a nurse off on the weekend before and after the vacation if a nurse takes a full week vacation starting on a Monday.
- (h) Vacation may be taken at any time of the year, however, it is recognized that vacations are not normally scheduled in the period from December 18th to January 7th.

13.06 With prior approval of the Employer, up to two (2) weeks vacation may be carried over into the next year and must be used by March 31st of that year. Requests to carry over vacation, must be made in writing to the Director of Homes and/or designate by no later than October 15 and will not be unreasonably denied by the employer.

In the case of an emergent situation, where the nurse is unable to meet above, the request will be submitted to the Director of Homes/Designate and will not be unreasonably denied.

ARTICLE 14 - SHORT TERM DISABILITY AND LONG-TERM DISABILITY

14.01 Short Term Disability

- (a) Each full time nurse, upon completion of three (3) months' continuous service with the County, shall be eligible for the new short-term disability benefit.
- (b)
 - i) Benefits as outlined below (c), will commence on the first day of disability due to a non-occupational accident or sickness and will be payable for up to seventy-five (75) days in any calendar year.
 - ii) For nurses whose regular hours of work are other than the standard scheduled workday (7.5 hours) the short-term sick leave plan will provide payment, as outlined in 14.01 (c), for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the short-term disability plan shall apply.

(c)	Length of Service (All ONA Service)	Insured Days	
	of <u>At December 31st)</u>	Full	66 2/3
		<u>Salary</u>	<u>Salary</u>
	3 months but less than 1 year	5	70
	1 year but less than 2 years	10	65
	2 years but less than 3 years	15	60
	3 years but less than 4 years	20	55
	4 years but less than 5 years	25	50
	5 years but less than 6 years	30	45
	6 years but less than 7 years	35	40
	7 years but less than 8 years	45	30
	8 years but less than 9 years	55	20

9 years but less than 10 years	65	10
Over 10 years	75	0

Where a full time nurse completes her three (3) months of continuous service and is unable to be credited with insured days as indicated in the table, full or 66 2/3 insured days shall be calculated on a prorated basis for the current year by taking the number of days from the completion of the probation period to December 31st of that year over 365 and multiplied by 5 and 70 respectively. Credits will be in multiples of one-quarter (¼) days.

e.g. Full time nurse starts March 15 and completes probation period June 14.

Calculation - June 15 to December 31 = 200 days

$$\frac{200}{365} \times 5 = 2.73 \text{ or } 2 \frac{3}{4} \text{ days at full pay}$$

$$\frac{200}{365} \times 70 = 38.36 \text{ or } 38 \frac{1}{4} \text{ days at } 66 \frac{2}{3}\text{'s pay}$$

- (d) Full salary days will automatically be reinstated at January 1st of each year, based on the length of service at that time, whether off sick at the time or working.
- (e) These days may not be used to top up Workplace Safety Insurance.
- (f) Any days to the credit of the full time nurse contain no cash value, on termination of employment, by reason of retirement or otherwise.
- (g) A full time nurse who is absent from employment due to pregnancy related illness or childbirth is not eligible for Sick Leave Pay during -
 - i) the period commencing ten (10) weeks prior to the calendar week of the expected date of delivery and ending with the sixth (6th) week after the calendar week at which the actual delivery takes place or;
 - ii) any maternity leave of absence mutually agreed to by you and the Employer or;
 - iii) any period of time for which you are eligible to receive maternity benefits as provided by the Employment Insurance Act.
- (h) Short term disability benefits, which begin to be paid prior to age 65, will continue until the full time nurse has received a total of at least fifteen (15) weeks of benefits or has exhausted accumulated paid sick leave or, until the full time nurse is no longer disabled or the full time nurse retires, whichever comes first.

14.02

Long Term Disability

The Employer will pay 100 percent (100%) of a premium of a Long Term Disability Insurance Plan. The plan will provide for the payment of sixty six and two thirds percent (66 2/3%) of the full time employees' monthly earnings to a maximum of four thousand dollars (\$4,000.00). A waiting period of seventy-five (75) working days is required before the benefits under this plan take effect. Upon completion

of three (3) months continuous service, all full time nurses shall as a condition of employment become members of the Long Term Disability Plan.

For the purposes of this article, Disability is defined as follows:

During the first two (2) years of income payments the disability must prevent the full time nurse from performing the essential duties relating to his or her own occupation. After that time, the income benefit will continue if the disability prevents the full time nurse from performing the essential duties of any occupation for which she is qualified or may reasonably become qualified by education, training, or experience.

ARTICLE 15 - HOURS OF WORK

- 15.01 (a) The normal daily tour shall be seven and one half consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one half (½) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be for a period up to fifteen (15) minutes' duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment.
- (b) There shall be a paid fifteen (15) minute rest period during each half shift. Nurses will have the option of taking one rest period of thirty (30) minutes per tour subject to the operations of the Home.

15.02 Extended Tours

The following provisions apply to all classifications of nurses.

- (a) Extended tours shall be introduced into any unit, on a trial basis for a period of not less than six (6) months (or such longer period of time as the Employer and the Union may mutually agree upon) when:
- i) seventy percent (70%) of the Employees (including both full-time and part-time) assigned to the Home so indicate by secret ballot, and
- (b) Extended tours shall be continued in any Home beyond the trial period referred to in Article 15.07 (a) when:
- i) seventy percent (70%) of the Employees (including both full-time and part-time) assigned to the Home so indicate by secret ballot, such ballot to be held in the third last week of the trial period referred to in Article 15.02 (a), and
 - ii) the Employer agrees to continue the compressed work week. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (c) A compressed work week may be discontinued in any Home when:
- i) seventy per cent (70%) of the employees in the Home so indicate by secret ballot; or

- ii) the Management because of
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule,
 - C) the cost of staffing utilizing extended tours being appreciably greater than staffing utilizing a 7.5 hour tour rotation.

states its intention to discontinue the compressed work week in the schedule.

- (d) When notice of discontinuation is given by either the Union or the Management in accordance with paragraph (2) above, then:
 - i) the Union representatives and the Management shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the compressed work week will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
- (e) Hours of work for those working extended tours shall be scheduled in accordance with the following:
 - i) The hours of work are 11.25 hours paid including 45 minutes paid break and 45 minutes (.75 hr.) unpaid break are set out in the twelve hour period.
 - ii) No more than three (3) consecutive tours will be scheduled. If more than three consecutive tours are scheduled or worked the employee shall be paid premium pay for all days in excess of three consecutive days until such time as two consecutive days off are granted.
 - iii) No more than seven (7) tours will be scheduled in any two (2) week pay period. If more than seven (7) tours are scheduled premium pay will be paid for all tours in excess of seven (7) tours (75 hours).
 - iv) Every second weekend off. An employee will receive premium pay for all hours worked on a second consecutive and subsequent weekend.
 - v) It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
 - vi) a minimum of forty-eight hours (48) hours will be scheduled off when changing from the night tours to the day tours.
 - vii) Where a nurse is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-

half (1 ½) her regular straight time hourly rate and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) she shall receive two (2) times her regular straight time hourly rate for such hours worked.

- viii) If a nurse's scheduled tour is cancelled with less than twenty-four (24) hours' personal notice from the starting time of the scheduled tour period, she will receive minimum of four (4) hours pay at her regular straight time rate.

15.03 A nurse who is called in or reports for work as scheduled and is not required to work, shall receive a minimum of four (4) hours' pay. Nurses who are required to come in to work with less than one (1) hour's notice, and who are consequently not able to arrive for work until after the tour has commenced, shall be paid as though they had worked from the beginning of the tour.

15.04 Scheduling

- (a) The first shift of the day shall be the day tour.
- (b) There shall be no split tours.
- (c) Schedules will be posted no less than two (2) weeks in advance for a six (6) week period. Part-time employees making an advance request for specific days off shall submit same to the Manager of Resident Care or designate for her approval at least two (2) weeks in advance of the posting date. Such approval shall not be unreasonably withheld. It is agreed that such requests shall exclude days off on weekends and statutory holidays and shall not exceed three (3) days in any pay period for nurses working extended tours, and shall not exceed four (4) days for nurses working regular tours.
- (d) There shall be a minimum of eleven (11) hours between tour changes unless mutually agreed otherwise.
- (e) A full time nurse shall not be required to work more than seven (7) consecutive days if working 7.5 hour tours.

Part time nurses will not be scheduled to work more than two out of every four weekends without their consent.

If a part time nurse is required to work a third (3rd) consecutive and subsequent weekend, she will receive premium payment of time and one half (1 ½) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

- i) Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;
- ii) such nurse has requested weekend worked;
- iii) such weekend was worked as a result of an exchange with another nurse; or

- iv) such nurse has waived her rights to overtime payment.

For clarity, the third (3rd) consecutive and subsequent weekend identified above shall be understood to mean the third (3rd) weekend worked in a row.

If a full time nurse is required to work a second (2nd) consecutive and subsequent weekend, she will receive premium payment of time and one half (1 ½) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

- i) Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;
- ii) such nurse has requested weekend worked;
- iii) such weekend was worked as a result of an exchange with another nurse; or
- iv) such nurse has waived her rights to overtime payment.

For clarity, the second (2nd) consecutive and subsequent weekend identified above shall be understood to mean the second (2nd) weekend worked in a row.

- (f) Nurses shall continue to be allowed to exchange tours of duty. Requests for change in posted time schedules must be submitted in writing to the Manager of Resident Care or designate, for approval at least one week prior to the exchange where possible, and co-signed by the nurse willing to exchange days or tour of duty. Such changes initiated by the nurse will not result in additional cost to the Employer.
- (g) Schedules shall not be changed unilaterally by the Employer once posted, unless mutually agreed otherwise.
- (h) Full time Nurses who are classified full-time and who work permanent shifts as of October 15, 2014, shall continue to work permanent shifts. Notwithstanding the foregoing, it is understood that nurses may be required to work other shifts in the case of illnesses, other emergencies or vacation.
 - i) A full time Nurse requesting to discontinue a permanent shift will notify the Manager in writing with a copy to the Association. Within two (2) weeks of receiving such notice the Employer will prepare and provide to the Association a draft schedule in accordance with this Agreement that reflects the discontinuation of the permanent shift. Upon receipt of the draft schedule, the Association will convene a vote of all full time employees in the Home to determine if the permanent shift will be discontinued.

The permanent shift will be discontinued when:

- A) The majority of full time employees who cast votes so indicate by secret ballot in a vote supervised by the Association.

- B) The Association shall notify Management at the Home as soon as reasonably practicable, and in event not more than seventy-two (72) hours, of the results of the vote.
 - C) The Association or Management at the Home may request to meet to discuss the discontinuation of the permanent shift and implementation following a successful vote.
 - D) All affected employees, including full time, regular part time, and part time shall be given sixty (60) days notice of the discontinuation of the permanent shift identified above.
- ii) A Nurse who accepts full time employment after October 15, 2014, shall be available to work any and all shifts. The assignment of permanent shifts shall be discontinued for Registered Staff accepting full time employment after October 15, 2014. It is understood that regular, uninterrupted assignment to a particular shift or pattern of shifts shall not constitute a permanent shift.
- (i) The Employer shall endeavour to schedule each nurse five (5) consecutive days off at Christmas or New Year's. Christmas shall include Christmas Eve Day, Christmas Day and Boxing Day; and New Year's shall include New Year's Eve Day, and New Year's Day. Nurses shall alternate having Christmas and New Year's off. When nurses are not required to work either Christmas or New Year's, the opportunity to be scheduled off both holidays will be extended to a full time nurse and then to a part time nurse on a rotating basis. The schedule covering the period December 15th to January 15th will be posted no later than November 15th.

15.05

(a) Distribution of Shifts on Posted Work Schedule

Additional shifts that become available for scheduling (e.g. due to vacation and/or paid holidays) will be distributed to the part-time on an equitable distribution basis. It is understood the Employer is not required to schedule a part-time nurse to work an available shift where the nurse would be entitled to premium pay for working the shift unless working that specific shift would result in premium pay for all other part-time and casual nurses.

(NOTE: (*): For the purpose of 15.05 (a), a shift shall be a seven and one-half (7 ½) hour shift or a combination of short shifts that accumulate to approximately seven and one-half (7½) hours. It is understood that nothing in Article 15.05 shall be construed as enhancing or diminishing the rights of the Employer with respect to the scheduling of short shifts.)

(b) Distribution of Call-In Shifts

Where shifts become available for distribution to part-time nurses after the posting of the schedule, (i.e. "call-in shifts"), the Employer will offer the shifts by rotating seniority to part-time nurses prior to offering the shifts to casual nurses.

It is understood and agreed that the Employer will not offer a call-in shift to a part-time nurse where the shift, if worked by the nurse, will result in a violation of any provision of Article 15 or any other provision of the Collective Agreement.

It is further understood that nothing in this agreement requires the Employer to offer a call-in shift to a part-time nurse where the nurse would be entitled to premium pay for working the shift unless working that specific shift would result in premium pay for all other part-time and casual nurses.

- 15.06 Nurses shall not be scheduled or required to work in excess of normally scheduled hours or days without their consent. A nurse shall have the option of selecting compensating time off at the appropriate premium rate in lieu of premium payment. Premium payment shall be paid as follows:
- (a) Authorized work in excess of seven and one-half (7 ½) hours in a standard day or seventy-five (75) hours bi-weekly averaged over the nurse's schedule shall be compensated at the rate of time and one-half (1 ½) the nurse's regular straight time hourly rate.
 - (b) Where a nurse is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half (1 ½) her regular straight time hourly rate and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) she shall receive two (2) times her regular straight time hourly rate for such hours worked.
 - (c) If the Employer fails to schedule a period of eleven (11) consecutive hours off between tours of duty, the Employer will pay to the nurse time and one-half (1 ½) her regular straight time rate for the following tour of duty worked.
 - (d) If the nurse is scheduled to work in excess of seven (7) consecutive days, she shall be paid time and one half (1 ½) of all days scheduled in excess of seven (7) until a day off is scheduled.
 - (e) If a nurse's scheduled tour is cancelled with less than twenty-four (24) hours' personal notice from the starting time of the scheduled tour period, she will receive minimum of four (4) hours pay at her regular straight time rate.
 - (f) For extended tours refer to 15.02.

ARTICLE 16 - MISCELLANEOUS

- 16.01 A bulletin board shall be available to the Association for the posting of Association notices.
- 16.02 A copy of this Agreement in a mutually agreed form will be issued to each nurse now employed and as employed. The cost of printing this Agreement shall be equally shared between the Association and the Employer.
- 16.03 (a) Direct deposit slips are to be issued on a regular day of the week, with a clarified, itemized statement of all deductions, premiums and changes of increment in a sealed envelope. Nurses going off duty at 0700 hours on

payday shall be able to pick up their direct deposit slip before leaving. Nurses who resign or are terminated (excluding retirement) shall be paid all outstanding monies as above, on the next regularly scheduled pay date.

- (b) The direct deposit of her pay shall be made into a bank, credit union or trust company of her choice, provided the financial institution is equipped to accept it on a timely basis.
- (c) In the event of an employee pay error, any required adjustment will be made within two pay periods following the date on which the matter is brought to the attention of Homes' management.

- 16.04 The Employer will notify the Union of any policy or rule changes which would affect nurses covered by this Agreement and will meet with the Association Committee for clarification of the changes if requested.
- 16.05 Each nurse shall keep the Employer informed of changes to relevant employment information.
- 16.06 In the event a nurse transfers to another Home of the Employer, the nurse shall be entitled to full portability of benefits and service.
- 16.07 Where new computer technology (e.g. Job postings, direct deposit slips) are introduced into the workplace and nurses are required to utilize such technology, the Home agrees that necessary training will be provided at no cost to the nurses.

ARTICLE 17 - BENEFITS

- 17.01 The Employer agrees to pay one hundred percent (100%) of the billing rate of Semi-Private Room Care Supplement Plan for all full-time employees eligible under the Plan as covered under this Agreement.
- 17.02 Effective first month following ratification by both parties, the Employer shall pay the full cost of the Group Life Insurance Plan for full-time nurses. The Plan will include the following benefit provisions:
 - (a) Coverage equal to two (2) times the nurse's annual salary for life insurance;
 - (b) Accidental Death and Dismemberment to two (2) times the nurse's annual salary;
 - (c) In the event of total disability of a nurse prior to age 65, the life insurance will continue as in accordance with the present County practice;
 - (d) A nurse may elect to purchase at her expense additional voluntary insurance up to a total coverage of at least \$100,000 if available.
- 17.03 The Employer will provide on a voluntary basis a major medical four dollars (\$4.00) per prescription, including a ten (\$10.00) dollar capped dispensing fee, which includes private hospitalization coverage based on formulary three. The Employer shall pay one hundred percent (100%) of the billed rate for full time nurses who participate in the plan. Coverage will include but is not limited to hearing aids (maximum three hundred (\$300.00) per person every five (5) years); Vision care

(maximum of three hundred fifty (\$350.00) dollars every twenty- four (24) months); chiropractic, massage therapy and physiotherapy (maximum of three hundred fifty (\$350.00) dollars per insured person annually for each service) and Drug Formulary 3. In addition to the above vision care shall include one eye exam per insured person every twenty-four (24) months, reimbursing a maximum of ninety (\$90.00) dollars.

17.04 The Employer shall pay one hundred percent (100%) of the billed rate for full time nurses for Dental Plan - Blue Cross #9 with one year behind current O.D.A. fee schedule. Nine month visitation.

Orthodontics 50/50 co-insurance with one thousand five hundred (\$1,500.00) dollar maximum per insured lifetime providing the balance of the monthly premiums are paid by the employees through payroll deductions.

17.05 The Employer shall make available to each nurse and the Association a copy of the information booklets for those insurance programs defined in the Collective Agreement and changes thereto. Upon request, the Association shall be provided with a current copy of the master policy.

17.06 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

17.07 The Employer is responsible for the administration and application of any insurance policy established in order to provide the Health and Welfare Plan as herein set forth and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration procedure of this Collective Agreement.

17.08 The Employer agrees to pay fifty percent (50%) of the OMERS Pension Plan in respect to pensions.

17.09 For newly hired nurses, coverage as set out in Article 17 shall be effective the first billing date in the month following the month in which the nurse was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for a nurse occur later than the first day of the 4th month in which the newly hired nurse was first employed.

17.10 Employment Insurance Rebate

The short term and long term disability plans shall be registered with the Employment Insurance Commission (UIC). The nurses' share of the Employer's employment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this Agreement.

17.11 In Lieu

The thirteen percent (13%) premium is given in lieu of all fringe benefits excluding vacation, compassionate leave, professional and education leave, jury and witness duty, reporting allowance, call-back guarantee, shift differential, in charge premium, responsibility allowance, overtime and salaries.

Where a casual or part-time nurse participates in the Pension Plan the thirteen percent (13%) will change to nine percent (9%).

- 17.12 Benefit coverage shall be provided for full time staff working beyond age 65 and until they reach age 70, excluding Long-term disability and subject to a reduction of 50% to the Life Insurance amount.

At age 70, full time active staff will receive in-lieu of benefits rate on hours worked, in the amount specified in Article 17.11.

Part time and casual staff working beyond age 65 will continue to receive benefits in lieu amounts as specified in Article 17.11.

ARTICLE 18 - PROFESSIONAL RESPONSIBILITY

- 18.01 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) complain in writing to the Manager of Resident Care or designate within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Association Management Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Association Management Committee, the complaint shall be forwarded to an independent Assessment Committee, composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, and one (1) chosen by the Employer, and one (1) chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson,
 - iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment, and shall be empowered to investigate as is necessary, and make what findings as are appropriate under the circumstances. The Assessment Committee shall report its findings in writing, to the parties within thirty (30) calendar days following completion of its hearing.
- (b)
 - i) The list of Assessment Committee Chairpersons is attached to Schedule "B" and forms part of this agreement.

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

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

ARTICLE 19 - IN-SERVICE ORIENTATION

- 19.01 It is agreed that an orientation and in-service programme will be provided to all nurses; these programmes shall be reviewed and updated from time to time by members of the Association/Management Committee.
- 19.02 A newly employed nurse shall not be placed in charge until she has been fully oriented to the Home and to the area where she will be working.
- 19.03 The following minimums are to be observed in the orientation/familiarization of a newly hired nurse.
- (a) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of the nurses in the Homes;
 - (b) A period of orientation/familiarization shall be two (2) days per each shift at the home or such greater period that the employer deems necessary.
 - (c) She shall be an additional employee to the usual staffing pattern.
 - (d) If an employee requires additional orientation they will make such request to their immediate supervisor. Requests won't be unreasonably denied.
- 19.04 The in-service education programme will be based on the following principles:
- (a) It shall be a planned programme to update nurses as to changes and procedures or practices.
 - (b) All in-service and education programmes shall be scheduled in the manner which will allow all nurses to attend during working hours. Nurses required to attend such programmes outside their working hours shall be paid at their regular rate of pay.
 - (c) The Employer agrees that if for any reason changes in the operating and technical methods and practices of providing nursing care require additional knowledge or skill on the part of the nurses, such nurses will be given the opportunity to study and practice to acquire any knowledge or skill necessary to carry out these responsibilities.

ARTICLE 20 - DURATION

- 20.01 This Agreement shall be in effect from April 1, 2020 to March 31, 2023, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

- 20.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration of this Agreement, or to any anniversary of such expiration date.
- 20.03 If notice of amendment or termination is given by either party the other party agrees to meet for the purpose of negotiations within thirty (30) days after the giving of such notice if requested to do so.

ARTICLE 21 - COMPENSATION

- 21.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix "A" attached to and forming part of this Agreement.
- 21.02 Increases to the salary schedule shall be paid on the first full pay period following the release of an Arbitration Award, or the signing of a Memorandum of Settlement between the parties, including required ratification by all parties and shall apply to all employees in the bargaining unit as and from that date. Any employee as of that date who has since ceased to be an employee shall have a period of thirty (30) days only from the execution of the Collective Agreement in which to claim from the Employer any adjustment to the remuneration payable. Any new employees hired since that date shall be entitled to a pro-rata adjustment to the remuneration from the date of their employment. The Employer shall be responsible to contact in writing within fifteen (15) days of the release of the Arbitration Award, or the signing of the Memorandum of Settlement, at their last known address any employee who has left its employ and to advise them of their entitlement to any retroactive adjustment. A copy of those letters shall be sent to the Union. A former employee shall have a period of thirty (30) days from the date of the execution of the Collective Agreement only to make a claim against the Employer for retroactive payment.
- 21.03 All retroactive payments shall be made within a maximum of eight (8) weeks from the date the award is released to the parties and if paid within that time, no interest shall be charged. Retroactive payments paid after the eight (8) week period shall include interest calculated at the current bank prime rate on fifty percent (50%) of the total of the retroactive pay accumulated as of the date of payment.
- 21.04 **Shift Premium**
- (a) A nurse shall be paid a shift premium of two dollars and fifteen cents (\$2.15) per hour for each hour worked on the afternoon shift. A nurse shall be paid a shift premium of two dollars and forty cents (\$2.40) per hour for each hour worked on the night shift.

Afternoon hours are:

Elgin Manor and Bobier Villa - 1400 -
2200 Terrace Lodge-1500-2300

Night hours are:

Elgin Manor and Bobier Villa - 2200 -
0600 Terrace Lodge - 2300 - 0700

- (b) A nurse shall be paid a weekend premium of two dollars and forty-five cents (\$2.45) per hour for each hour worked between twenty-four hundred (2400) hours Friday and twenty-four hundred (2400) hours Sunday. If a nurse is receiving premium pay under Article 15.04 (e) with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

21.05 Responsibility Allowance

A nurse who is designated to temporarily relieve the Manager of Resident Care or designate and who accepts such assignment shall be paid \$17.00 for each shift so worked in addition to her regular rate of pay.

A nurse who is designated to be in charge of the building shall receive one dollar and fifty cents (\$1.50) per hour in addition to her regular salary and applicable premium allowance.

21.06 Recent Related Experience

The Employer will credit each nurse with one (1) annual service increment for every one (1) year of experience up to the maximum of the salary grid unless a period of two (2) or more years has elapsed since the nurse has occupied a full or part-time nursing position in which event the number of increments to be paid shall be at the discretion of the Employer. Such discretion shall be exercised in a reasonable manner.

NOTE: For greater clarity, recent related nursing experience includes recent related nursing experience out of province and out of country.

- 21.07 (a) Nurses shall receive incremental steps on the grid of one (1) increment on the anniversary date of their last employment.
- (b) An annual increment shall be paid on each nurse's anniversary date of employment, and after each fifteen hundred (1500) hours paid in the case of part-time nurses.

21.08 All employees shall be paid a uniform allowance of \$.055 per hour for all hours paid towards the cost of purchasing, maintaining and laundering their uniforms.

21.09 A graduate nurse in the employ of the Employer upon presenting proof of current Registered Nurse – Annual registration Payment Card by the College of Nurses' of Ontario shall be given the salary of the registered staff nurse as provided in Appendix "A" retroactive to the date of successfully passing the certification examination or the date of last hire, whichever is later.

21.10 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, or where a nurse alleges she has been improperly classified, the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to review the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification.

Where the Association challenges the rate established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 2 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure it may be referred to arbitration.

Any change in the rate established by the Employer through meetings with the Association or by a Board of Arbitration shall be retroactive to the time at which the new or changed classification was first filled.

21.11 The parties agree to follow the requirements of the *Pay Equity Act*.

ARTICLE 22 - JOB SHARING

The parties mutually agree to implement job sharing.

22.01 Job Sharing requests with regard to full-time positions shall be considered on an individual basis.

22.02 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 Manager of Resident Care or designate.

22.03 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.

22.04 Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.

22.05 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.

22.06 Job sharers are not responsible for arranging coverage for their position during an absence.

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

22.08 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.

22.09 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.

22.10 If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful internal applicant for the posted shared position, the remaining nurse will revert to her former status. If the remaining nurse was

previously part time, then the shared position would revert to a full-time position and be posted in accordance with the Collective Agreement.

22.11 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 23 – OCCUPATIONAL HEALTH & SAFETY

- 23.01 The Home and the Association agree that it is in the mutual interests of the Home, the Association and employees that standards of health and safety be maintained in the Home in order to prevent accident, injury and illness. The Home agrees that it will take every precaution reasonable in the circumstances for the protection of a worker.
- 23.02 Recognizing its responsibilities under the Occupational Health and Safety Act, the Home agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least one (1) representative from each home selected or appointed by the Union from amongst bargaining unit employees. At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, shall be from the Association's bargaining unit.
- 23.03 The Home will consult with the Joint Health and Safety Committee regarding its existing violence prevention and control measures, procedures and practices and consider suggested changes.
- 23.04 Where the employees may be exposed to a blood and/or air borne pathogen, the Home, with the input of the Joint Health and Safety Committee, shall identify existing or potential exposures risks and develop and implement an exposure control plan, designed to eliminate or reduce to the lowest feasible extent, actual or potential exposure.
- 23.05 The Home will consult with the Joint Health and Safety Committee, regarding its existing musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of workers and consider suggested changes.
- 23.06 Modified Work/Return to Work Programs: The Home and the Association recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanent disabled to enable their early and safe return to work. The Home and the Association agree to cooperate in developing appropriate accommodation consistent with the needs of the nurse. The objective of such an accommodation initiative will be to allow the nurse to return to work as soon as possible.
- 23.07 The Employer agrees to provide training, education and information on the prevention of violence, harassment, civil/respectful workplace and whistle- blower processes, policies and legislation, to all nurses during new employee orientation and annually thereafter.

23.08 The County of Elgin is committed to taking immediate action in the event of any reported act of violence occurring against any employee while the employee is carrying out his or her duties on behalf of the County. The County policies provide a framework for handling any reported incidents of workplace violence and/or harassment that may arise.

The County of Elgin will not tolerate any threat, direct or implied (including bullying) or physical conduct by any person, which results in, or potentially could result in, harm to people, property, the workplace environment or which creates an intimidating, harassing or hostile workplace.

23.09 This article shall be interpreted in a manner consistent with the Human Rights Code, the Ontario Health and Safety Act and Employer Policy.

ARTICLE 24 - APPENDICES

24.01 Attached hereto and forming part of this Agreement are the following appendices:

APPENDIX A - SALARY SCHEDULE

APPENDIX B - LIST OF PROFESSIONAL RESPONSIBILITY
ASSESSMENT COMMITTEE CHAIRPERSONS

DATED at London, Ontario this 24 day of June, 2021.

FOR THE EMPLOYER:

Amy Thomson

Michele Harris

FOR THE UNION:

Lisa Knight
Labour Relations Officer

Alyssa Hollingsworth

APPENDIX "A"**SALARY SCHEDULE****FULL-TIME AND PART-TIME REGISTERED NURSES**

Hourly Rate

Retroactivity is to be provided on the basis of paid hours. Any nurse who left the employ of the Employer after April 1, 2020, is to be notified in writing of her/his entitlement within 30 days of the date of ratification of this agreement and payment is to be made within 30 days of receipt of notice.

	April 1, 2020	April 1, 2021	April 1, 2022
start	\$33.81	\$34.40	\$35.00
1 yr	\$33.97	34.56	\$35.16
2 yrs	\$34.53	\$35.13	\$35.74
3 yrs	\$36.24	\$36.87	\$37.52
4 yrs	\$37.95	\$38.61	\$39.29
5 yrs	\$40.09	\$40.79	\$41.50
6 yrs	\$42.25	\$42.99	\$43.74
7 yrs	\$44.40	\$45.18	\$45.97
8 yrs	\$47.57	\$48.40	\$49.25
25 yrs	\$48.40	\$49.25	\$50.11

APPENDIX "B"

ASSESSMENT COMMITTEE CHAIRPERSONS

Agree to revise and update the list to ensure that an adequate number of Chairpersons are available should the need arise.

LETTER OF UNDERSTANDING

Between:

**THE CORPORATION OF THE COUNTY OF ELGIN
AT TERRACE LODGE AND ELGIN MANOR**

And:

**ONTARIO NURSES' ASSOCIATION
(Full- and Part-time Employees)**

Re: Grievance #950228

As a resolution to Grievance #950228 and outstanding grievances on the issue of scheduling of RPN's in Elgin Manor and Terrace Lodge, the parties agree that:

1. The Employer will continue with 4 registered nurse shifts in a 24-hour period at the Elgin Manor and 3.5 registered nurse shifts in a 24 hour period at Terrace Lodge.
2. The Employer will follow the Standards in Long Term Care and continue with RN's on duty at all times except in extreme emergencies.
3. RPNs will be working in the presence of a Registered Nurse as part of the team of caregivers.
4. As long as the Employer adheres to this Letter of Understanding, the Association will not assert that the Employer is in breach of Article 2.07.

DATED at London, Ontario this 24 day of June, 2021.

FOR THE EMPLOYER:

FOR THE UNION:

Amy Thomson

Lisa Knight

Labour Relations Officer

Michele Harris

Alyssa Hollingsworth

LETTER OF UNDERSTANDING

Between:

THE CORPORATION OF THE COUNTY OF ELGIN

And:

**ONTARIO NURSES' ASSOCIATION
(Full- and Part-time Employees)**

Re: Regular Part-time

The parties agree to establish a new classification of Regular Part Time (RPT) registered staff. Additionally, the employer will maintain Part Time and Casual Registered staff.

Regular Part Time Registered Staff

RPTs will be determined through the posting of an Expression of Interest at each Home and will be extended to current Full Time staff as well as Part Time and Casual registered staff. If the employer cannot attract sufficient numbers of RPT employees at each Home from this pool of employees, then such opportunities will be extended externally to new hires.

The RPT needs of each Home have been identified:

- Terrace Lodge – 1 RPT at 30 paid hours per pay period
- Elgin Manor – 3 RPTs at 30 paid hours each per pay period
- Bobier Villa – 1 RPT at 15 paid hrs per pay period (Note: At Bobier Villa only, the Employer will endeavour to schedule available hours up to 30 hours per pay period to RPT prior to consideration of equitable distribution of available hours for the PT)

It is agreed and understood that hours will not be scheduled that would place the nurse in a premium position. (i.e. premium hours are not available hours)

It is agreed and understood that RPT registered staff are providing the employer with a level of commitment to be available for work as required and scheduled by the employer for a minimum number of hours as stated above but such hours may be required and scheduled by the employer up to full time equivalent hours. RPT employees shall not provide non-availability schedules to the employer.

It is agreed and understood that RPT registered staff shall hold themselves to a higher standard of regular attendance at work. RPT employees not adhering to satisfactory attendance at work may be subject to Attendance Management System (AMS) procedures and/or disqualification from such RPT position, following discussion with the local bargaining unit president.

Part Time and Casual Registered Staff

Part Time and Casual registered staff may provide non-availability schedules to the employer. Such non-availability must be provided at least six (6) weeks prior to the posting of a new schedule.

Part Time registered staff at Elgin Manor must be available to work 2 out of 4 weekends. At Terrace Lodge and Bobier Villa, Part Time registered staff must be available to work every other weekend. At each of the Homes, all Part Time registered staff must be available to work a minimum of two shifts per week (including the fore mentioned times)

Casual registered staff will receive call-ins as per the current practice.

DATED at London, Ontario this 24 day of June, 2021.

FOR THE EMPLOYER:

FOR THE UNION:

Amy Thomson

Lisa Knight

Labour Relations Officer

Michele Harris

Alyssa Hollingsworth
