

COLLECTIVE AGREEMENT

B E T W E E N:

THE CORPORATION OF THE COUNTY OF ESSEX
(Sun Parlor Home for Senior Citizens)
(Hereinafter referred to as “the Corporation”)

A N D:

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

EXPIRY: MARCH 31, 2023

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Corporation and the Registered and Graduate Nurses covered by this Agreement. It provides for an ongoing means of communication between Nurse Representatives and the Corporation for the purpose of discussing matters of mutual interest. It also provides means for the prompt settlement of grievances and for the final settlement of disputes. Salaries, hours of work, and other conditions of employment will be established by mutual agreement.
- 1.02 It is recognized that Nurses wish to work together with the Corporation to secure the best possible nursing care and health protection for residents. Appropriate Committees have been created under this Agreement to meet this objective.

ARTICLE 2 – RECOGNITION

- 2.01 The Corporation recognizes the Union as the exclusive bargaining agent for all Employees for whom the Union has been certified as bargaining agent
- The Employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.
- 2.02 All references to Officers, Representatives and Committee Members in this Agreement shall be deemed to mean Officers, Representatives and Committee Members of the duly chartered bargaining unit of the Ontario Nurses' Association, Sun Parlor Home for Senior Citizens.
- 2.03 In order to protect the standard of nursing care, the Corporation agrees that no one outside of the above mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit except for the purpose of instruction or experimentation or on a once only basis where the immediate health of a resident requires it.
- 2.04 The Corporation agrees to give Representatives of the Ontario Nurses' Association access to the Home, upon mutual approval of both parties, for the purposes of discussing Union business with the Home, such as investigating grievances, attending meetings or otherwise assisting in the Administration of this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes the Corporation as a non-profit Corporation as a non-profit Corporation, which is supported by monies raised through taxes, donations and grants.
- 3.02 The Union acknowledges that it is the right of the Corporation to hire, promote, demote, transfer, suspend, or otherwise discipline and discharge an Employee for proper cause, provided that procedures contrary to this Agreement are not used and the right of the Union and/or Employee to lodge a grievance to the manner and extent herein provided be dealt with in accordance with the grievance procedure hereinafter detailed.
- 3.03 The Union recognizes the right of the Corporation to operate and manage the said Senior Citizen's Home in accordance with its obligations and in the interest of the residents thereof, and to the community at large, and to make and alter, from time to time, reasonable rules and regulations to be obeyed by the Union, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules and regulations and any changes therein, from time to time, shall not be enforced by the Corporation until they have been posted on the bulletin board normally used for this purpose for a period of at least one (1) week.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 The Corporation will continue its policy of no discrimination and will abide by the *Human Rights Code* as may be amended from time to time.
- 4.02 The Corporation will provide its Employees with an environment free of harassment of any kind (verbal, physical, or sexual).
- The Corporation will endeavour to deal with complaints of harassment with all possible confidentiality and dispatch, and such complaints may be the subject of a grievance as hereinafter provided.
- 4.03 For the purposes of this Agreement and the benefits contained herein, including insurance coverage, a "common-law" relationship is said to exist when an Employee has a spousal relationship with another person of the same or opposite sex.

All entitlements contained herein in respect of spouses and the relatives of spouses shall also exist in respect of common-law spouses as defined above and the relatives of common-law spouses.

ARTICLE 5 – STRIKES AND LOCKOUTS

- 5.01 The Corporation agrees that there will be no lockout and the Union agrees that there will be no strike during the term of operation of this Agreement.

ARTICLE 6 – UNION SECURITY

- 6.01 The Corporation will deduct from the pay of each Nurse, including both full-time and part-time Nurses, covered by this Agreement such monthly dues, as may be adopted and designated by the Union. Such monies shall be deducted from the Nurse's pay each month and shall be forwarded to the Provincial Secretary-Treasurer of the Union not later than the 15th day of the month following the month in which deductions were made.
- 6.02 The Corporation shall provide the Union once each six (6) months with a list showing the names and addresses, classifications, area of work, social insurance numbers, and salaries of all Nurses covered by this Agreement, and will notify the Union of all hires, terminations of employment, and leaves of absence greater than thirty (30) days as they occur throughout the term of this Agreement.
- 6.03 The Corporation shall include all dues deductions pursuant to the terms of this Agreement on the individual Employee's T4 slip for each year throughout the term hereof.
- 6.04 The Employer agrees that an officer of the Union or Union representative shall be allowed a period of fifteen (15) minutes during the regular work hours to meet with newly hired nurses during their probationary period. During such meeting, membership forms may be provided to the nurse.

ARTICLE 7 – NURSE REPRESENTATIVES AND UNION COMMITTEES

7.01 Nurse Representatives

The Corporation recognizes Nurses' Representatives to be appointed or elected by the bargaining unit. The Union shall advise the Corporation of the names of all such Nurse Representatives.

7.02 (a) Nursing Committee

The Corporation hereby recognizes a Nursing Committee. Regular meetings at least every five (5) weeks will be held if either party requests between the Nursing Committee and the Director of Nursing, and where possible, the Administrator or Designate, which

meetings shall be designed to produce cooperation and efficient operation of the Home and for the discussion of matters of mutual concern with a view of providing proper service to the residents thereof.

(b) Composition

The Committee will be composed of two (2) Nurses appointed to act on behalf of the Union. The Corporation's Representatives shall not exceed the number of Union Representatives on said Committee. Each party may have alternates to replace a member from time to time. No Union Representatives on this Committee will suffer any loss of pay while attending the meeting with the Corporation.

(c) Meetings

One (1) Representative of each of the parties shall notify a Representative of the other in writing within seventy-two (72) hours (excluding Saturdays, Sundays, and Paid Holidays) of the meeting and of the items it wishes to discuss. A written record shall be maintained of matters referred to the Committee and their recommended disposition (unless agreed to the contrary with respect to any problem).

7.03 Grievance Committee

The Corporation recognizes members appointed or elected by the bargaining unit to form a Grievance Committee. This Committee shall operate and conduct itself in accordance with the provisions of this Collective Agreement.

7.04 Negotiation Committee

The bargaining unit shall determine the composition of and shall elect a Negotiation Committee for the purpose of negotiating a renewal of this Collective Agreement.

Members of the Negotiating Committee shall be excused from scheduled work during the shift immediately preceding, during, or following any shift in which joint negotiations between the County of Essex and Ontario Nurses' Association has occurred. Said members shall not suffer any loss of pay for such day, up to and including arbitration.

7.05 The Corporation recognizes that members of the Nursing Committee and Grievance Committee shall not receive a deduction in pay as a result of time spent on those Committees during the regularly scheduled hours of the

members thereof. Should the meetings be completed prior to the end of that Employee's regularly scheduled shift, the Employee shall report for work until the expiration of her normal shift if the meeting commenced after the commencement of the Employee's regularly scheduled shift.

7.06 The Union will provide the Corporation with a list of those Union members appointed to the above Committees from time to time and in any event at least once a year. However, the Corporation shall not be required to recognize any such member until the Administrator or designate has been notified in writing by the Union of the name of such member.

7.07 The Corporation recognizes the right of any member of the Union to have a Representative of the Ontario Nurses' Association at any meeting involving grievances or the negotiating of a new contract.

7.08 (a) The Corporation will provide the Bargaining Unit President of the names of all Nurses who go off work due to a work-related injury or when a Nurse goes on LTD Benefits.

(b) The Employer agrees to provide the Employee, upon written request, with a copy of the Workplace Safety & Insurance Board Form 7.

7.09 When it is medically determined that an Employee is unable to return to the full duties of her/his position because of disability, regardless of whether it is temporary, long-term, or permanent, the Corporation will meet with the Employee and a Representative of the bargaining unit, to discuss the circumstances surrounding the Employee's return to suitable work.

7.10 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of Employees presented in that forum.

The parties further agree that suitable subjects for discussion at the Nursing Committee will include aggressive residents.

It is understood that all such occurrences will be reviewed at a Resident Care Conference.

7.11 Occupational Health and Safety

(a) The Home and the Union agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent accidents, injury and illness. The Employer shall take every

precaution reasonable in the circumstances for the protection of a worker.

- (b) The Union agrees to use best efforts to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (c) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.
- (d) Where the Home identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.
- (e)
 - i) The Right to Refuse Unsafe Work does not apply to an employee
 - A) when circumstances described below is inherent in the employee's work or is a normal condition of the employee's employment; or
 - B) when the employee's refusal to work would directly endanger the life, health or safety of another person. ref: *Occupational Health and Safety Act, Sec. 43(1)*
 - ii) Notwithstanding (i), an employee may refuse to work or do particular work where she or he has reason to believe that,
 - A) any equipment, machine, device or thing the employee is to use or operate is likely to endanger himself, herself or another employee;
 - B) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself, herself;
 - C) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another employee. ref: *Occupational Health and Safety Act, Sec. 43(3)*

(f) Occupational Health and Safety Committee

- i) Recognizing its responsibilities under the applicable legislation, the Home agrees to accept as a member of its Joint Occupational Health and Safety Committee, one (1) representative selected or appointed by the Union from amongst bargaining unit employees. Upon written request, this member shall be trained as a certified worker representative.
- ii) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety and recommend actions to be taken to improve conditions relating to Occupational Health and Safety.
- iii) The Home agrees to cooperate in providing necessary information to enable the Committee to fulfil its functions. In addition, the Home will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession providing such access does not violate confidentiality legislation.
- iv) Meetings shall be held every quarter or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- v) Any representative appointed or selected in accordance with (i) hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for representatives to perform these duties shall be granted.

A member of the Committee is entitled to,

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

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

- vi) A member of the Committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Safety and Insurance Board, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper. This provision does not apply with respect to employees who are paid by the Workplace Safety and Insurance Board for the time spent fulfilling the requirements for becoming certified.
- vii) The members of the Committee shall determine amongst the committee members the chairing of the meetings and the taking of minutes.

7.12 Violence Prevention and Control

The Parties will determine appropriate solutions to promote health and safety in the workplace including, but not limited to, violence in the workplace.

7.13 Personal Protective Equipment

An employee who is or may be required by his or her Employer or by law to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.

7.14 Once a year Needlestick /Sharps and Musculoskeletal incidents will be compiled, injury prevention and control measures (procedures, practices and equipment) reviewed by the joint OH&S committee in the light of current knowledge and practices.

The review shall be done more frequently on the advice of the joint OH&S committee or if there is a change in circumstances that may affect the health and safety of a worker.

The employer will provide training on Needlestick/Sharps and Musculoskeletal Injury Prevention and Control measures during new Employee orientation and training updates at least annually thereafter.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

8.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her or his union representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance. The Employer also agrees, as a good labour relations practice, in most circumstances it will also notify the Union representative.

The Employer agrees that where a nurse is required to attend a meeting with the Employer that may lead to disciplinary action, as a good labour relations practice, it will inform the nurse of the purpose of the meeting and her or his right to union representation.

All investigations related to a nurse's employment will be completed in a timely manner.

8.03 It is the intent of the parties that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she or he has first given her or his immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with her or his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse. This discussion may include consultation, advice and assistance from others. If there is no settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days in the following manner and sequence:

Step No. 1

The nurse may submit a written grievance, through the Union, signed by the nurse, to the DON; or designate. The grievance shall be on a form referred to in Article 8.09 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The DON; or designate will deliver her or his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her or him. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to the Administrator or designate. A meeting will then be held between the Administrator or designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step 2 unless extended by agreement of the parties. It is understood and agreed that a representative(s) of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Administrator or designate may have such counsel and assistance as she or he may desire at such meeting. The decision of the Administrator shall be delivered in writing to the Labour Relations Officer and the local Union representative within nine (9) calendar days following the date of such meeting.

8.04 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Bargaining Unit President or designate.

8.05 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing signed by each nurse who is grieving to the DON or designate within fourteen (14) calendar 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 grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.06 Step No. 3

Failing satisfactory settlement, the grievance shall, within nine (9) calendar days of the written response under Step 2 from the Administrator, be discussed at a meeting with the Union and Chief Administrative Officer. If final settlement of the grievance is not completed within seven (7) calendar days after deliberations have commenced between the Union and the Chief Administrative Officer, the grievance shall then be treated as being initiated at Step 2 and the applicable provisions of 8.07 then apply with respect to the processing of such grievance

Discipline/Discharge/Suspension

The Corporation/Home agrees to provide written reasons within seven (7) calendar days to the affected nurse in the case of discharge or suspension

and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed her or his probationary period, without just cause.

A claim by a nurse who has completed her or his probationary period that she or he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Corporation/Home at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- i) Confirming the Corporation/Home's action in dismissing the nurse; or
- ii) Reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
- iii) By any other arrangement which may be deemed just and equitable.

- 8.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

8.08 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of The Corporation of the County of Essex (Sun Parlor Home) and the representatives of the Union will be final and binding upon the Employer and the Union and the nurses.

8.09 Union grievances shall be on the form set out in Appendix 1. Alternately, the

parties may agree to an electronic version of this form and a process for signing.

8.10 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration. Where the grievance concerns:

- (a) Selection decisions on job vacancies
- (b) Premiums
- (c) Scheduling issues
- (d) Article 24 - Compensation issues
- (e) Entitlement to leaves, including vacation
- (f) Discipline up to, but not including discharge
- (g) Short term layoffs
- (h) Dues issues
- (i) Any other issues agreed by the parties,

The matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 8.11.

The sole arbitrator shall proceed by way of mediation- arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of a sole arbitrator. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 8.13, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the Labour Relations Act, including

the power to mediate/ arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 8.11 For all other grievances, including those grievances dealing with nursing practice issues the matters shall be determined by a three (3) person Board of Arbitration, unless parties agree to proceed under Article 8.10. The party requesting arbitration shall, at the time of notification of its decision to submit the difference or allegation to arbitration shall name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee. However, if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two (2) nominees, or the parties, if they have agreed not to utilize nominees shall attempt to select by agreement a chair of the arbitration board. If they are unable to agree upon such a chair within a period of fourteen (14) calendar days they shall then request the Minister of Labour for the Province of Ontario to appoint a chair. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate a settlement.

Subject to Article 8.13, once appointed, the Board of Arbitration shall have all powers as set out in Section 50 of the Labour Relations Act, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 8.12 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.13 The Arbitration Board/sole Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.14 The proceedings of the Arbitration Board/sole Arbitrator will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chair will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 8.15 Each of the parties hereto will bear the expense of any nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board or sole Arbitrator.
- 8.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of the *Labour Relations Act*.

ARTICLE 9 – ARBITRATION

9.01 (a) Composition of Board of Arbitration

Both parties of this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure, outlined in Article 8 above, and which has not been settled, will be referred to a Board of Arbitration, at the request of either of the parties hereto.

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. Within five (5) calendar days thereafter, each party shall name an Arbitrator to an Arbitration Board and notify the other party of the name and address of its Appointee.

If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) Appointees fail to agree upon a Chairman within five (5) calendar days, the appointment shall be made by the Minister of Labour upon the request of either party.

- (b) Both parties of this Agreement agree that unsettled grievances concerning:
- i) job postings;
 - ii) entitlement to leaves;
 - iii) premiums and overtime;
 - iv) scheduling issues;
 - v) recent related clinical experience claims;
 - vi) any other grievance issue the parties agree to refer;

shall be referred to a Sole Arbitrator, at the request of either party, following the time frames identified in (a) above.

9.02 Who May Be an Arbitrator

No person shall be selected as a member of an Arbitration Board who:

- (a) Is acting, or has within a period of six months preceding the date of his appointment, acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties.
- (b) Has any pecuniary interest in the matters referred to the Board.

9.03 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it.

9.04 Decision of the Board

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have power to alter, modify, or amend this Agreement in any respect. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs, and is binding upon all parties thereto.

9.05 Expenses of the Board

Each party shall pay:

- (a) The fee expenses of the Arbitrator it appoints.
- (b) One-half of the fee and expenses of the Chairman.

9.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

9.07 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the Employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to any part of the Corporation's premises to view any working conditions, which may be relevant to the settlement of the grievance.

9.08 Discharge Cases

Any Employee (save and except a probationary Employee) may be dismissed only for just cause and only upon the authority of the Corporation or the Administrator or Designate. Such Employee and the Union shall be advised promptly in writing by the Administrator or Designate of the reason for such dismissal.

ARTICLE 10 – PROFESSIONAL RESPONSIBILITY

- 10.01 In recognition of the obligations of a Nurse under the Regulated Health Professionals Act as amended from time to time and of the professional responsibility of a Nurse to provide the proper resident care, the parties agree that a Nurse may register her complaint on the appropriate form provided by the Union when, in her professional judgement, any direction or additional responsibility will result in inadequate or improper resident care. In the event that the Corporation assigns a number of residents or a workload to an individual Nurse or group of Nurses such that she or they, in their professional judgement, conclude that they are being asked to perform more work than is consistent with proper resident care, they may also register a complaint on the appropriate form as provided by the Union. They may also, however, file an individual or group grievance or have the Union file a grievance on their behalf alleging the improper workload as prescribed by the Grievance Procedure, Article 8 herein, except that in all Steps of this Procedure, the Nursing Committee shall take the place of the Grievance Committee in matters of Professional Responsibility. An Arbitration Board appointed to arbitrate such a grievance shall, in addition to its regular judiciary powers, have jurisdiction to require the Corporation to provide additional staffing in the area in question.
- 10.02 The Employer shall, upon entry into any Service Agreement with the Ministry of Health in respect of the residents cared for by members of this bargaining unit, provide to the Union copies of any documents or materials which it is required to post in the Home pursuant to the Long term Care Homes Act.
- 10.03 The assignment of resident care duties, including the delegation or direction of duties by members of bargaining units to other health care providers, shall be in accordance with the *Regulated Health Professionals Act* and related statutes and regulations, and in accordance with guidelines established by the College of Nurses of Ontario from time to time, and any Employer policy related thereto shall meet those requirements.
- 10.04 When required by a certifying body to update an Employee's qualifications, except where this matter is covered by another provision of the Collective Agreement, the Corporation shall grant leave of absence without pay which shall include the time required to write any examinations. In each calendar year, the Corporation shall grant a minimum of two (2) days without pay to each Employee requesting same for such purposes.

ARTICLE 11 – SENIORITY

- 11.01 (a) For the purpose of Article 11.04, 11.05 and 17.03, there shall be an integrated seniority list of full-time and part-time Nurses. The seniority of the full-time shall be converted to equivalent full-time seniority on the basis of one (1) full-time year of seniority shall equal two hundred (200) part-time tours.
- (b) Seniority for part-time Nurses shall be based on the total number of full or part tours worked since the date of hire. For the purposes of clarity, four (4) hours or less of work equals a part or half tour, while hours of work in excess of four (4) equals a full tour.
- 11.02 Newly employed Nurses will be considered probationary for sixty (60) working days. Seniority shall then be credited as of the date of first entry into the service of the Corporation and shall be cumulative. Newly employed Nurses will not be designated to be "in charge of building" until they have successfully completed forty (40) working days of the probationary period.
- 11.03 In the case of all permanent vacancies, the Corporation will post notices electronically of such vacancies, stating the area of the vacancies in locations to be determined mutually for six (6) calendar days prior to making a permanent appointment to any such positions in order that any interested Nurse may apply. A copy of such notice shall be sent to the Union. If there is no successful applicant, the vacancy shall be offered as a job-sharing arrangement within the Home. If not filled as a job-shared position, the position reverts to a full-time position and the Corporation may then hire a new Nurse. The names of the successful applicants shall be posted by the Corporation.
- Temporary vacancies will be posted electronically and filled in the same manner as permanent vacancies.
- Notwithstanding the level of entry to practice (baccalaureate degree in nursing which will become effective in 2005), the Employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.
- 11.04 In all cases of transfer, promotion, or demotion in the bargaining unit, the following factors shall be considered:
- (a) Ability, experience and performance;
- (b) Seniority.

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

- 11.05 (a) In all cases where there is a reduction of the workload such that there is a surplus of Nurses actively employed in the bargaining unit, the Corporation may lay off Nurses, provided that probationary Nurses shall be laid off first and the most junior Nurses shall be laid off thereafter, provided that the remaining Nurses are able to satisfactorily perform the available work.
- (b) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union; such consent not to be unreasonably withheld when shown to be in the best interest of the residents.

11.06 It is acknowledged that in order to continue the efficient operation of the Home, nursing staff consists of both full-time and part-time Nurses, and in the event of a reduction in staff, the mix of staff will be considered and, if necessary, adjusted to provide adequate nursing service. Any adjustment may be the object of discussion between the parties as set out in Article 11.07 hereof.

11.07 In the event of a proposed layoff at the Home of a permanent or long-term nature, as defined in the *Employment Standards Act, 2000* as amended from time to time, the Home will:

- (a) Provide the Union with no less than sixty (60) days' notice of such layoff, and
- (b) Meet with the Union and a Representative of the Ontario Nurses' Association through the Nursing Committee to review the following:
- i) the reasons causing the layoff;
 - ii) the service which the Home will undertake after the layoff;
 - iii) the method of implementation including the areas of cutback and the Nurses to be laid off.

Any agreement between the Corporation and the Union resulting from the review in clauses 11.06 and 11.07 concerning the method of implementation will take precedence over the terms of this Article.

11.08 An application for transfer system will be established. Under such a system, any Nurse will be able to fill out an appropriate form indicating her interest

in working elsewhere in the Home and her name shall be considered when a permanent vacancy occurs, and has been posted.

Copies of all transfer applications shall be sent to the Union.

11.09

Notice of Layoff

- (a) A Nurse with less than five (5) years' service with the Employer will be given at least two (2) weeks' notice of layoff, or two (2) weeks' pay in lieu thereof, and shall be advised personally for the reason of such layoff.
- (b) A Nurse with more than five (5) years', but less than ten (10) years' service with the Employer, will be given at least four (4) weeks' notice of layoff, or four (4) weeks' pay in lieu thereof, and shall be advised personally for the reason of such layoff.
- (c) A Nurse with more than ten (10) years' service with the Employer will be given at least eight (8) weeks' notice of layoff, or eight (8) weeks' pay in lieu thereof, and shall be advised personally for the reason of such layoff.
- (d) In the event a full-time Nurse is laid off, her sick time bank will be frozen. If the Nurse is recalled to full-time or returned to full-time via a job posting, the sick leave bank will be reinstated.

11.10

- (a) A Nurse who takes a position outside of the bargaining unit shall retain, but not accumulate, her/his seniority held at the time of his/her appointment to the non-bargaining unit position for a maximum of twelve (12) months. In the event the Nurse returns to a position in the bargaining unit which remains vacant after the posting provisions of the Collective Agreement have been adhered to, she/he shall be credited with the seniority held at the time of her/his appointment to the non-bargaining position. Accumulation of seniority shall resume from the date of she/he starts the new bargaining unit position.
- (b) Where a Nurse takes a temporary position outside of the bargaining unit for a specified term or task, which does not exceed a period of six (6) months, and is returned to a position in the bargaining unit, she/he shall not suffer any loss of seniority, service or benefits. It is understood and agreed that a Nurse may decline such an offer to transfer. The period of time referred to above may be extended by written agreement of the parties.

11.11

- (a) Seniority shall be retained by a Nurse when she elects to transfer from full-time to part-time and vice versa, and further the equivalent

of one (1) full-time year of seniority shall be two hundred (200) part-time tours.

- (b) Where a part-time Nurse has her part-time seniority converted to full-time seniority for any reason, it is agreed between the parties that her/his new full-time seniority date cannot predate her/his date of hire with the Corporation.

- 11.12 (a) The Corporation will outline to the Nurse selected to fill a temporary vacancy, the circumstances giving rise to the vacancy, the conditions and expected or anticipated duration of such vacancy. A nurse who accepts a posting which would cause them to work more than seven (7) days in a row, due to the transition from one posting to another, the employer will adjust the nurse's days off in collaboration with the nurse to avoid having to work more than seven (7) days in a row.

In any event, 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 illness or leave of absence shall have the right to return to their former job.

Upon completion of a temporary vacancy, a Nurse shall be reinstated to their former position, unless the position has been discontinued in which case the Nurse shall be given a comparable job.

Where a nurse has accepted a temporary vacancy he/she may transfer back to their former position with thirty (30) days' notice.

- (b) Notwithstanding Article 11.01(b), where a part-time Nurse fills a temporary full-time vacancy, they will accumulate seniority on the following basis:
- 3 calendar months = 50 tours;
 - 6 calendar months = 100 tours;
 - 12 calendar months = 200 tours.

At no time will a part-time Nurse, working in a temporary full-time vacancy, accumulate more than 200 tours in any 12-month period.

ARTICLE 12 – LEAVE OF ABSENCE

- 12.01 Seniority shall accumulate during any approved leave of absence and to the extent possible, a Nurse will be returned to her former position.

- 12.02 (a) It is agreed that a leave of absence without pay may be requested by Employees for personal reasons. All requests for leave of

absence will be made to the Administrator or Designate. Leave of Absence will be granted only in writing by the Administrator or Designate and unless so issued, it will not be considered authentic. In the event that the leave is denied, the Nurse may appeal such denial of leave to the County Administrator or Designate who shall reconsider the request for leave.

- (b) Each full-time Nurse will be allowed up to six (6) unpaid leave of absence days in each calendar year, subject to the following conditions:
- i) Any unused leave shall expire December 31st in each year.
 - ii) Such leave may be after the use of all outstanding banked time owing (B.T.O.).
 - iii) Requested leave will be granted only if scheduling permits.

Should the above result in difficulty in scheduling or replacement through the call-in procedure, the Corporation will discuss the issues in detail with the Nurse and the right to such leave may or may not be cancelled in the event the problems are unresolved and no other option is agreed upon.

- 12.03 Except where otherwise permitted by this Agreement, employment elsewhere for pay during such a leave of absence approved by the Corporation shall be deemed a quit, and shall automatically cancel all seniority and other rights.
- 12.04 Any leave of absence may be immediately cancelled if obtained under false pretences, and if the Employee does not immediately report for work on notification of cancellation, she may lose all seniority.
- 12.05 (a) Leaves of Absence without pay not to exceed fifty (50) working days shall be granted to bargaining unit members who are acting as delegates to any regularly called Union Convention or Seminar. No more than two (2) Employees may leave at one time. The Home, at its discretion, may grant leave to more than two (2) Nurses. Where possible, application for leave shall be made two (2) weeks in advance.
- (b) Twenty-five (25) of the fifty (50) working days referenced in (a) will be utilized by the Bargaining Unit President for Union business. This union business will include but is not limited to seminars and conferences. Where possible, an employee seeking such leave shall request the leave no less than two weeks in advance.

- (c) The remaining twenty-five (25) days referenced in (a) are available to bargaining unit members other than the Bargaining Unit President for union business, provided the member holds office with the Union or is acting as a delegate to any regularly called Union Convention or Seminar. It is agreed and understood that no individual bargaining unit member shall be entitled to more than twenty-five (25) days.
- (d) Such Nurse's pay and benefits will be kept whole by the Employer for the duration of such leave and the Employer shall be reimbursed for the salary and Employer's contributions to insurance plans and pension (Articles 18 and 20 herein) by the Local Union on a month to month basis.

12.06 Bereavement Leave

- (a) An employee shall be granted five (5) regularly scheduled consecutive work days' leave in conjunction with the day of the funeral/ memorial, without loss of salary or wages, in the case of the death of a parent, wife, husband, common law partner and child.

An Employee shall be granted three (3) regularly scheduled consecutive work days' leave, in conjunction with the day of the funeral/memorial, without loss of salary or wages, in the case of the death of a brother, sister, mother-in-law, father-in-law, grandparent, grandchild, stepbrother and/or stepsister, brother-in-law, sister-in-law, including those of a common law relationship, or any relative who has been residing in the same household as the Employee. If the burial occurs more than five hundred (500) kilometres from the County of Essex, the Employee shall be granted five (5) such working days without loss of salary or wages.

An Employee requested to be a pallbearer at the funeral on one (1) of her/his regularly scheduled workdays shall be granted that day off without loss of salary.

- (b) An Employee will be granted one (1) regularly scheduled work day leave without loss of salary or wages to attend the funeral of an aunt, uncle, niece or nephew, including those of a common-law relationship.
- (c) Where an Employee's scheduled vacation or Banked Time Owing is interrupted due to bereavement, the Employee shall be entitled to Bereavement Leave in accordance with this Article.

The portion of the Employee's vacation or Banked Time Owing, which is deemed to be Bereavement Leave, will not be counted against the Employee's vacation credits or Banked Time Owing credits.

- 12.07
- (a) Any Nurse in the employ of the Corporation that is elected to the office of President of Ontario Nurses' Association (or who is elected to any other full-time office of the Union) shall be entitled to receive a leave of absence without pay. Such Nurse's pay and benefits, however, will be kept whole by the Employer for the duration of such leave and the Employer shall be fully reimbursed by the Union. On her/his return, the Nurse shall be reinstated to her/his former position, or an equivalent position in accordance with her/his seniority.
 - (b) A Nurse who is elected to the Board of Directors of Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay as she or he may require to fulfil the duties of the position. Such leave of absence shall be taken by no more than one (1) Nurse at any time. Reasonable notice, sufficient to adequately allow the Employer to minimize disruption of its services, shall be given to the Employer for such leave of absence. There shall be no loss of seniority or credits for the purpose of salary advancement and vacation entitlement or other purposes during such leaves of absence. Such Nurse's pay and benefits will be kept whole by the Employer for the duration of such leave and the Employer shall be fully reimbursed by the Union.
 - (c) A Nurse who is elected to the position of Local Coordinator shall be granted leave of absence without pay up to a total of seventy-five (75) calendar days during her/his elected term of office. There shall be no loss of seniority or credits for the purpose of salary advancement and vacation entitlement or other purposes during such leaves of absence. Such Nurse's pay and benefits will be kept whole by the Employer for the duration of such leave and the Employer shall be fully reimbursed by the Union.

- 12.08
- The Corporation agrees to pay any Nurse while in the employ of the Corporation and who is summoned and legally required to appear as a Juror in any Court of Law, or is required to attend as a witness in a Court proceeding in which the Crown is a party, or is required by subpoena to attend a Court of Law or Coroner's Inquest in conjunction with a case arising out of the Nurse's employment by the Corporation, in an amount equal to the difference between her earnings as a Juror and the salary she would have realized had she worked her normal tour whether or not she is so scheduled. In order to be eligible for payment, Nurses must notify their

Supervisor within twenty-four (24) hours after receiving notice of selection or subpoena and must furnish proof of the date and time served and the amount of pay received.

12.09

Parental/Pregnancy Leave

(a) Parental/pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act* (ESA) as amended from time to time and as follows:

- i) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks.
- ii) The Nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth, or the sudden coming into care of an adopted child.
- iii) A Nurse shall be granted seventeen (17) weeks of unpaid pregnancy leave. The Nurse has the right to extend the parental/pregnancy leave to twelve (12) months in total, inclusive of any parental leave. Written notice by the Nurse to extend the leave will be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the termination of the initially approved leave. The Nurse has the right to return to her former position.
- iv) A Nurse shall be granted sixty-three (63) weeks of unpaid parental leave for each parent who has worked for the same Employer for thirteen (13) weeks. Natural mothers may take parental leave to the end of the pregnancy leave are entitled to sixty-one (61) weeks of leave.

All other parents may take this leave within seventy-eight (78) weeks of the child being born or coming into care.

- v) A Nurse shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- vi) A Nurse shall continue to accumulate service and seniority.
- vii) All benefits shall be kept whole.

- viii) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.
- ix) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SUB) Plan, a Nurse who is on pregnancy and/or parental leave, as provided under this Agreement, who is in receipt of Employment Insurance Pregnancy and/or Parental Leave benefits Sections 22 and 23 of the *Employment Insurance Act*, 1997, as amended from time to time, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the Nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental/pregnancy benefits, and shall continue while the Nurse is in receipt of such benefits for a maximum period of twenty-seven (27) 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. This benefit will be paid biweekly upon the nurse's biweekly submission of the EI statement to the employer.
- x) For part-time nurses, percentage in lieu will be included in the calculation of the supplemental employment benefit.
- xi) In the case that an Employee elects to receive extended Employment Insurance parental benefits, such that his or her weekly benefit is reduced, the Employer's financial obligation under this Article shall not increase. For greater clarity, the value of the supplemental compensation that the Employer is obligated to provide to the Employee shall be the same as if the Employee had not elected to receive extended Employment Insurance parental benefits. Such supplemental compensation shall continue to be paid for the period described in this Article.

12.10 (a) Orientation

It is agreed that an orientation and in-service program will be provided, reviewed and updated from time to time by members of the Nursing Committee and the Corporation through the Nursing Committee as provided in Article 7.02.

The following principles shall be incorporated in the orientation program for each Nurse:

- i) planned orientation program including a system of on-the-job orientation, which includes orientation to all three (3) tours of duty, and adequate preparation in order to assume the role of Supervisor on all three (3) tours of duty.
- ii) During the orientation program, the in-service Nurse shall not be counted as part of the current staffing pattern.
- iii) Full-time and part-time Nurses shall be included in the orientation program.
- iv) It is understood that the length of such program shall be a minimum of eight (8) shifts. The program shall include the following topics:

A) General:

- policies of the Home;
- physical layout of the Home;
- medication system;
- desk work;
- obtaining blood samples (where appropriate);
- replacing staff;
- daily assignment sheets;
- doctors' routines;
- annual physical examinations of residents;
- the residents.

B) Particular:

- Detailed routines of all shifts of duty.

(b) Technological Change

Where computers are introduced into the workplace and Nurses are required to utilize those computers in the course of their duties, the

Corporation agrees that appropriate computer training will be provided at no cost to the Nurses involved.

12.11 Education Leave

- (a) Leave of absence, with pay and without loss of seniority, will be granted to any Employee attending any instructional courses, related to the services being provided at the Home, at the request of the Corporation. If such Employee completes the course successfully, the registration fees and related costs will be paid by the Corporation. In any event, each Nurse, during the life of the Agreement, will be allowed to attend an education seminar, with or without pay, at the Corporation's discretion, provided that no more than two (2) Nurses are away at any given time. This provision shall be reviewed upon renewal of the Agreement by both parties.
- (b)
 - i) When a Nurse is on duty and is authorized to attend any in-service programs/meetings within the Home during her/his regularly scheduled working hours, she/he shall suffer no loss of regular pay.
 - ii) When mandatory attendance is required of a Nurse to attend in-service programs/meetings outside of her/his regularly scheduled working hours, she/he shall be paid for all time spent in attendance at such programs/meetings at her/his regular straight time hourly rate.

12.12 Professional Development

Subject to approval by the Employer, all full-time and part-time Nurses are provided a minimum of two (2) paid days to attend workshops or education sessions relevant to long term care. Nurses shall make a written request for such paid days, setting out the workshop(s)/education session(s) they intend to follow, and approval shall not be unreasonably denied.

ARTICLE 13 – SICK LEAVE PLAN

13.01 Sick Leave Defined

The Corporation will provide a Short-Term Disability program for full-time Employees as follows:

Less than 6 months service	No entitlement
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Less than 2 years	2 weeks @ 100% 13 weeks @ 66⅔%
Less than 4 years	4 weeks @ 100% 11 weeks @ 66⅔%
Less than 6 years	6 weeks @ 100% 9 weeks @ 66⅔%
Less than 8 years	8 weeks @ 100% 7 weeks @ 66⅔%
Less than 10 years	10 weeks @ 100% 5 weeks @ 66⅔%
Less than 12 years	12 weeks @ 100% 3 weeks @ 66⅔%
12 years and beyond	15 weeks @ 100%

- 13.02
- (a) Benefits will be paid on the first day of hospitalization, on the first day of accident and on the second day of illness.
 - (b) Benefit levels will be determined by the Nurse's length of service with the Corporation. Service for a full-time Nurse shall mean the period from the first day of employment to the first day of absence.
 - (c) Earnings are those in effect on the last day the Nurse was actively at work. For a full-time Nurse, earnings mean the usual straight time earnings of the affected Nurse.
 - (d) Benefits are payable for up to fifteen (15) calendar weeks based on periodic medical information the Nurse's medical doctor provides the Corporation.
 - (e) If the Corporation has paid a benefit for an injury or illness in which any third party is or may be liable for damages, the Nurse will be required to fully refund the Corporation for the benefit paid by the Corporation to the Nurse upon settlement. The Nurse will be required to sign an undertaking to reimburse the Corporation. Reimbursement is required when the amount of benefit paid, together with the amount recovered from the third party for lost income, equals, or exceeds 100% of the benefit paid by the Corporation.

- (f) The Corporation will pay the cost of this Short-Term Disability plan. The Corporation further agrees that it will pay the cost of a medical doctor's certificate required after a sickness of five (5) days or more, and any subsequent reports as may be required from time to time.
- (g) In the event of illness or injury of a Nurse, while performing a job of higher classification, the Nurse shall receive benefit for the job of the higher classification period provided they had worked at such higher classification of the regular scheduled work day prior to the illness and the regular scheduled work day immediately after such illness.
- (h) Current Sick Leave banks shall be applied until depleted to cover any waiting period and to top-up any partial benefit to 100%.
- (i) Nurses hired prior to February 1, 1984, shall retain their right to a payment for unused sick leave credits upon retirement provided such payment does not exceed fifty percent (50%) of the accumulated sick leave credits, calculated at the rate of pay in effect when leaving, with a maximum of two hundred and sixty (260) days.
- (j) Where an employee's first day of sick leave is defined in article 13.02 (a) is unpaid, as an alternate to leaving the day as an unpaid day, the employee will have the option of requesting approval to administer his/her pay for this day of sickness by either, full compensation for the day in question and reduce his/her accumulated banked time owing (per Article 15, 16) by the equivalent number of hours or claim the equivalent time as vacation time owing.

- 13.03 Hospitalization shall be defined as that in which an Employee is admitted into Hospital or treated on an out-patient basis for treatments, which can only be performed in a Hospital.
- 13.04 There shall be no deduction from sick leave credits when a Nurse has completed any portion of a tour or when a Nurse is absent due to accident, sickness, or disability which is compensable under the *Workers' Compensation Act*, except where, at the option of the Nurse, her regular earnings are supplemented to one hundred percent (100%) by the Corporation to the limit of the Nurse's sick leave credits.
- 13.05 If not reporting for duty, due to illness on the day shift, as much notice as possible will be given before the commencement of the day shift. Three (3) hours' notice is required in the event an Employee will not report to work due to illness for the evening or night shifts. Any Employee absent through illness shall notify the Director of Nursing or her Designate, of his/her intention to return to work no later than twelve (12) hours prior to return for

the day shift and six (6) hours prior to return for the afternoon and midnight shifts.

- 13.06 A Nurse who is absent from work as a result of an illness or injury sustained at work, and who is awaiting approval of a claim for Worker's Compensation Benefits, may apply to the Corporation for payment equivalent to the benefits the Nurse would be entitled to receive under the sick leave provisions of Article 13, and/or the Short-Term and Long-Term Disability Benefits provided by the Corporation and under the provisions of the Collective Agreement. Payment will be provided only if the Nurse makes a written undertaking to the Corporation that any payments will be refunded to the Corporation following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for the WSIB Benefits is not approved, the monies paid as an advance will be applied toward the benefits to which the Nurse would be entitled under the sick leave provisions of Article 13, and/or the Short-Term and Long-Term Disability Benefits provided by the Corporation and under the provisions of the Collective Agreement.

ARTICLE 14 – HOURS OF WORK

- 14.01 (a) The normal tour shall be composed of 7.5 consecutive hours, exclusive of a meal time. The normal work week shall be composed of 37.5 hours per week.
- (b) There will be two (2) fifteen (15) minute (paid) rest periods and one (1) unpaid thirty (30) minute unpaid lunch period in each tour, the time for such period for each Nurse to be determined by her Supervisor. Subject to contingencies of resident care, the Nurse may be allowed by the Director of Nursing, Assistant Director of Nursing or the Nurse in Charge to take one (1) paid rest period of thirty (30) minutes' duration. The Corporation will ensure that there is adequate relief available to provide for the rest periods and lunches on all tours.
- (c) A Nurse shall be paid the straight time hourly rate for all hours worked during change over from daylight saving to standard time.

14.02 Scheduling Regulations

- (a) Normally, two (2) consecutive days off will be scheduled during each work week; however, schedules may be agreed upon to provide for more than five (5) consecutive days of work, but not more than seven (7) consecutive days of work without days off as long as four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The

remaining two (2) days off may be split by mutual consent. The Home shall endeavour to provide a full-time Nurse, who normally works two (2) or more shifts, a schedule that provides for no more than eight (8) shifts of either evening or night shifts and twelve (12) day shifts.

- (b) Tour schedules and days off will be posted at least two (2) weeks in advance for a four (4) week period. These tours and/or days off may be changed by the Corporation at any time with consent of the Nurse(s), provided, however, that any changes made during the period shall mean that all Nurses affected by the change will be compensated in accordance with provisions of 15.01 for the hours worked outside of the previous tour for all tours subsequent to the change.
- (c) Request for specific days off are to be submitted in writing at least four (4) weeks in advance of the date on which the tour schedule commences. Request for change in posted time schedules must be submitted in writing and co-signed by the Nurse willing to exchange days off or tour of duty. In any event, it is understood that such a tour of duty, initiated by the Nurse and approved by the Corporation, shall not result in overtime compensation or payment. Where multiple requests are received for the same day(s) off under this provision, seniority will be the deciding factor regardless of type of day requested (B.T.O., vacation day or unpaid day off).
- (d) The Corporation will schedule each Nurse at least two (2) weekends off in four (4), and in the event of failure to do so, an overtime premium shall be paid as hereinafter set out, unless a Nurse requests to work more than two (2) weekends in every four (4) weekends. It is understood and agreed that weekends off must be equitably distributed on a system of rotation in each unit, ward, or area among general staff. A weekend is defined as the period of time commencing each Friday at 2300 hours and ending the following Monday at 0700 hours.
- (e) A period of two (2) consecutive tours off shall be scheduled between a change of tours and at least forty-eight hours (48) hours' time off shall be scheduled following night duty, of which forty-eight (48) hours shall be considered as days off.

Split tours will not be scheduled and paid holidays or days in lieu thereof shall not be used to change tours.

A shorter period of time between changes of tours may be scheduled by mutual consent.

- (f) The Corporation shall schedule a minimum of three (3) consecutive days off, but will endeavour to provide four (4) consecutive days off during the Christmas season. Each Nurse to receive same on an alternating basis; however, a Nurse may exchange her scheduled Christmas season time off with another Nurse willing to perform the exchange. This exchange shall be performed as set out in Article 14.02 herein. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day, and time off at New Year's shall include New Year's Eve and New Year's Day.

Tour Schedules and days off for the period December 15th up to and including January 5th shall be posted no later than November 15th.

- (g) A full-time Nurse will be granted permanent night tours upon request when a vacancy occurs. A full-time Nurse scheduled on a permanent night tour shall choose her weekends commencing at 0700 hours Saturday and ending at 2300 hours Monday or commencing at 0700 hours Friday and ending at 2300 hours Sunday. Full-time Nurses presently employed on specific tours on a permanent basis will not be rotated without their consent. However, a full-time Nurse wishing to cease working a permanent tour may only do so if scheduling requirements are such that the request can be fulfilled.

14.03 Part-time Commitment

A part-time Nurse shall be available and scheduled to work at least two (2) shifts in each week or with mutual agreement between the nurse and director of care, at least three (3) shifts in each bi-weekly pay period.

A part time Nurse will be available at a minimum:

- (a) At least two (2) weekends in four (4); where nurses indicate they are available to work more than two (2) weekends in four (4) and are scheduled

On a posted schedule, will not result in premium time, otherwise Article 15 is to apply;

- (b) A shift on one (1) of the following Paid Holidays, namely, Christmas Day, Boxing Day, or New Year's Day;

The remaining paid Holidays may be scheduled based on the need for scheduling and on an equitable basis.

If a part-time Nurse is scheduled in accordance with the minimum commitment above and fails to report as scheduled, any shift subsequently scheduled in substitution of such failure will not result in Premium Payment.

14.04 For the purposes of clarity, the tours of work shall be defined as follows:

Day shift	→	0700 – 1500 hours;
Evening shift	→	1500 – 2300 hours;
Night shift	→	2300 – 0700 hours.

- 14.05
- (a) The option of working a greater number of shifts shall be offered to each part-time Nurse based on seniority in order to maintain proportional entitlement among the part-time Nurses. The Employer shall construct and post a schedule based on the responses of the Nurses to the offer in accordance with the above terms.
 - (b) Any additional shifts, which become available for any reason after the schedule is posted will be offered to part-time Nurses on the basis of seniority.
 - i) Nurses on scheduled vacation will not be called for additional tours unless the nurse has provided written notice to the Employer. Nurses on scheduled vacation will not be called for additional tours until all nurses not on scheduled vacation have been offered the opportunity to work the tour(s) in accordance with Article 14.03 above.
 - ii) Nurses who are off work due to approved time pursuant to Articles 12, 16 or 17, will not be called for additional tours until all nurses who are not off on approved time off have been offered the opportunity to work the tour(s) in accordance with 14.03(c) above.

ARTICLE 15 – PREMIUM PAYMENT

Nurses shall not be scheduled or required to work in excess of normally scheduled hours of work or days without consent.

The Corporation agrees that all Nurses should be adequately compensated for working inconvenient and long hours.

The full-time Nurse may have the option of selecting compensating time off at the appropriate premium rate without loss of pay in lieu of the following:

15.01 Time and one-half (1½) the equivalent hourly rate will be paid a nurse:

- (a) For all work performed in excess of seven and one-half (7½) hours in a twenty-four (24) hour period. The fifteen (15) minute reporting time allocated one each shift shall not be counted for the purposes

of overtime pay, except where the reporting time extends beyond fifteen (15) minutes, then the entire period shall be considered overtime for the purposes of overtime pay.

- (b) For all work performed on her first and second scheduled day off.
- (c) As a result of any change in tours and/or days off as provided in Article 14.02(b).
- (d) For all work performed after working seven (7) consecutive tours without two (2) consecutive days off until such days off are granted.
- (e) For all work performed on her third and subsequent consecutive weekend worked until a weekend off is granted. No overtime premium will be paid on a third weekend if such weekend becomes a third weekend on the schedule as a result of a switch of weekends with another nurse. Overtime for the consecutive weekend will continue to apply for all future call-ins.
- (f) If a weekend is split as a result of a switch, no overtime for a third or consecutive weekend will apply and would not be considered for future call-ins.

15.02 Responsibility Allowance

The nurse designated as the charge nurse for each shift for the tour of duty, the Nurse shall be paid a premium of one dollar (\$1.00) per hour in addition to her or his regular salary and applicable premium allowance. The assignment of charge nurse will be on a rotating basis.

This premium is effective beginning January 1, 2023.

15.03 A Nurse who is called in or reports for work as scheduled shall receive a minimum of four (4) hours' pay. Part-time Nurses who work more than four (4) hours shall be paid for a full seven and one-half (7½) hour tour.

15.04 Overtime on a Premium Day

Where a Nurse is required to work on a paid holiday or for a shift covered by any of the provisions of Article 15.01, (a) to (e) inclusive, for which she received time and one-half (1½) her regular straight time rate of pay, and she is required to work additional hours to her regularly scheduled shift, she shall receive two (2) times her regular straight time rate of pay for all additional hours worked.

- 15.05 Where a Nurse is required to work overtime, such that the overtime work meets two (2) or more of the conditions outlined in Article 15.01, (a) to (e) inclusive, hereof, a Nurse shall be compensated at the rate of time and one-half (1½) her regular straight time rate of pay. In addition, she shall receive either a compensating day off with pay at her regular straight time rate of pay, or receive compensation for a paid day at her regular straight time rate of pay.
- 15.06 A Nurse will be allowed to carry over thirty (30) hours of banked time within the next calendar year. Any time accrued on New Year's Day will be counted in that calendar year.

ARTICLE 16 – HOLIDAYS

- 16.01 All Nurses shall receive the following holidays with pay:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Boxing Day	

Full-time Nurses will receive an additional float holiday in each year.

- 16.02 When a full-time Nurse works on a holiday, she/he shall be compensated for that day at the rate of two and one-half (2½) her regular hourly rate of pay or where a Nurse requests, he/she may receive straight time pay for working on the holiday and bank the additional 11.25 hours to be used as compensating time off.
- 16.03 When a full-time Nurse works on a holiday or when a holiday falls on a scheduled day off, the Corporation will endeavour to grant compensating time off with pay scheduled concurrently with scheduled weekends off, vacation or at a mutually agreeable time, provided that not more than five (5) days may be accumulated and added to vacation.
- 16.04 When a holiday falls within a full-time Nurse's vacation period, it shall be added to the end of her vacation or scheduled at a mutually agreeable time.
- 16.05 The Corporation will arrange for paid holidays off to be divided equitably among the Nurses in the same unit.
- 16.06 If a part-time Nurse works on any of the above designated holidays, she shall be paid two and one-half (2½) times her applicable daily rate.

- 16.07 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.

ARTICLE 17 – VACATIONS

- 17.01 All full-time Nurses shall be granted vacations without loss of pay as follows:
- (a) After one (1) year of employment, but less than three (3) years, three (3) weeks of vacation.
 - (b) After three (3) years of employment, but less than fourteen (14) years, four (4) weeks of vacation.
 - (c) After fourteen (14) years of employment, but less than twenty (20) years, five (5) weeks of vacation.
 - (d) After twenty (20) years of employment, six (6) weeks of vacation.
 - (e) After twenty-five (25) year of employment, seven (7) weeks of vacation.
 - (f) Nurses with less than one (1) year of employment shall be entitled to a pro rata vacation calculated on one and one quarter (1¼) days for each calendar month of employment.
 - (g) Any change in a Nurse's vacation entitlement, in accordance with this Article, shall accrue to the Nurse in the calendar year in which it is earned.

Effect of Absence on Vacation Entitlements

Where any absence exceeds six (6) months, the following shall apply:

- (a) Subject to (c) below, where a nurse is not at work, for any reason, for a period of more than six (6) continuous months, such nurse shall not accrue vacation credits for the period in excess of six (6) months.
- (b) Upon returning to work, paid vacation to be used by the nurse shall be from:
 - i) that vacation that remained to her or his credit prior to the absence;

- ii) vacation entitlement accrued for the first six (6) months of the absence;
 - iii) the regular practice for monthly accumulation and use of vacation entitlement.
- (c) It is understood that those nurses not at work as a result of a leave of absence as defined by Part XIV of the Employment Standards Act, will accumulate unpaid vacation time for the period in excess of six (6) months to be used on her or his return.

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

- 17.02 (a) All part-time Nurses shall receive vacation pay as a percentage of earnings as follows:
- i) With less than two hundred (200) tours service – four percent (4%).
 - ii) With more than two hundred (200) tours but less than six hundred (600) tours of service – six percent (6%).
 - iii) With more than six hundred (600) tours but less than two thousand eight hundred (2,800) tours of service – eight percent (8%).
 - iv) With more than two thousand eight hundred (2,800) but less than four thousand (4000) tours of service – ten percent (10%).
 - v) With more than four thousand (4000) but less than five thousand six hundred (5600) tours of service – twelve percent (12%).
- Effective for the 2010 vacation year, with more than four thousand (4000) but less than five thousand six hundred (5600) tours of service – twelve percent (12%).
- vi) With more than five thousand six hundred (5600) tours of service – fourteen percent (14%).

Such vacation to be paid with the last pay of each year by direct deposit.

- (b) Further, all part-time Nurses shall be allowed unpaid leave(s) of absence for vacation purposes in accordance with the following table:
- i) Prior to completing one (1) year of employment – two (2) weeks.
 - ii) After one (1) year of employment – three (3) weeks.
 - iii) After three (3) years of employment – four (4) weeks.
 - iv) After fourteen (14) years of employment – five (5) weeks.
 - v) After twenty (20) years of employment – six (6) weeks.
 - vi) After twenty-five (25) years of employment – seven (7) weeks.

A part-time Nurse whose status is altered to full-time or vice versa shall receive full credit for her tours of service for the purposes of vacation entitlement.

- 17.03
- (a) Vacations may be taken at any time of the year, and the Corporation will grant requests where possible, provided that vacation quotas shall not be unduly restrictive, and vacation shall not be unreasonably withheld.
 - (b) In the event of conflict, seniority shall prevail.
 - (c) Prior to leaving on vacation, Nurses shall be notified of the date and time on which to report for work following vacation.
 - (d) Vacation pay calculated on current earnings will be paid to each Nurse on the pay date immediately preceding her vacation.
 - (e) Nurses will not be required to make up any scheduled weekends to work that fall or were scheduled within any period of scheduled vacation.

- 17.04
- In order to schedule vacations for all Nurses, the following procedure will govern:
- (a) Requests for summer and fall vacations to be submitted by April 15th, to the Director of Nursing or Designate and shall be approved by April 30th and posted. This period to cover June to December of the calendar year.

- (b) Requests for winter vacations to be submitted by November 1st to the Director of Nursing or Designate and shall be approved by November 15th and posted. This period to cover January to May of the calendar year.

These requests are subject to Article 17.03(b) and any other requests for choice of vacation period shall be dealt with in the order in which such requests have been received by the Director of Nursing.

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

17.06 Where an Employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. Illness arising during a vacation period is not considered as sick leave.

The portion of the Employee's vacation, which is deemed to be sick leave under the above provision, will not be counted against the Employee's vacation credits.

ARTICLE 18 – HEALTH PROGRAM

18.01 The Corporation agrees to pay to all full-time Nurses the following:

- (a) The Corporation agrees to contribute one hundred percent (100%) of the billed premium under the Ontario Health Insurance Plan for each eligible Nurse in the active employ of the Corporation through the Payroll Health Care Tax.
- (b) Drug Plan Comprehensive and Extended Health Care Service – Mutual Life.
- (c) Dental Plan, including endodontic, periodontic and denture coverage – Mutual Life including crowns, bridgework, and repairs to same. The Dental Plan will also include coverage for orthodontics, co-insured at 50/50 percent, with a lifetime maximum of twenty-five hundred (\$2,500.00) 50% co-pay lifetime maximum.
- (d) Annual medical examination as may be required by the Corporation by the Corporation's physician or by the family doctor.

(e) Health Benefits:

The Corporation will pay full benefits as referred to in Appendix "A" for those Employees who are eligible to retire early under OMERS, from the date of their retirement to age sixty-five (65).

(f) Vision Care Benefit to provide for four hundred dollars (\$400.00) every twenty-four (24) months for glasses or contact lenses.

The Corporation confirms that eye examinations are covered under the current benefit plan.

(g) Hearing aid coverage of \$700 every five (5) years.

These above plans are outlined in Appendix "A" attached to the Agreement.

18.02 (a) The Corporation may substitute another carrier for any of the benefits identified in 18.01 above, provided that the level of benefits conferred thereby are not decreased. The Corporation will advise the Union of any change in carrier or underwriter no less than sixty (60) days prior to implementing a change in carrier. The Corporation will provide the Union with a summary document outlining the differences, if any, between the existing and new carrier plans.

(b) Where the Corporation renews a benefit plan with an existing carrier and provisions of the plan are changed in any way, the Corporation will provide the Union with a summary document outlining the differences between the existing and new benefit plan.

18.03 Article 18.01(d) above will apply to all part-time Employees.

18.04 The Corporation shall continue to pay the premiums for all benefit plans under Articles 18 and 19 for Nurses who are on paid leave of absence, on WSIB Benefits, on Short-Term or Long-Term Disability Benefits, (including any period the Nurse may be in receipt of Employment Insurance Sick Benefits), or at any time when salary is received. Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment one (1) month in advance.

ARTICLE 19 – PENSION PLAN, LIFE INSURANCE AND LONG TERM DISABILITY

19.01 Every full-time Employee of the Corporation shall enrol in the Ontario Municipal Employee's Retirement System (OMERS) pension plan and the Corporation and the Employee shall make payments to the plan in accordance with the terms and provisions of the plan.

- 19.02 The Corporation shall pay the cost of a group life insurance plan equal to the value of two times (2x) the annual salary of the Nurse. All new Employees shall be obligated to join such a group plan.

The Corporation has available to all present Employees a life insurance plan, which any Employee may join if they so desire by notifying the Administrator or Designate. The complete cost of such plan shall be paid by the Employee.

19.03 Long Term Disability Plan

The Corporation shall provide a Long Term Disability Insurance Plan. The provisions of the plan and any revisions thereto shall be considered jointly with the Union. The Corporation will pay the cost of such plan.

ARTICLE 20 – BULLETIN BOARDS

- 20.01 The Corporation agrees to provide an appropriate number of bulletin boards for the sole use of the Union. The location of bulletin boards and accessories to be determined mutually.

ARTICLE 21 – MISCELLANEOUS

- 21.01 A copy of this contract in booklet form will be printed, paid for and issued by the Corporation to all Nurses, full or part-time, as employed by the Corporation from time to time.
- 21.02 The Corporation may grant permission to the Union to hold meetings on the Corporation's premises.
- 21.03 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the context so requires. Where the singular is used, it may also be deemed to mean plural.

ARTICLE 22 – NEW POSITIONS

- 22.01 (a) When the duties of a position covered by this Agreement are changed or when a new position appropriately covered by this Agreement is established, the salary shall be negotiated. If the parties are unable to agree, such dispute may be submitted to arbitration. The decision of the Arbitration Board shall be based on the relationship established by comparison with other classifications

within the Home where possible. The salary shall be retroactive to the time the position was first filled by the Nurse.

- (b) If a Nurse becomes partially disabled and unable to carry out completely, the functions of her position, the Corporation will endeavour to establish a special classification at an agreed upon salary in order to provide an opportunity for continuing employment.

ARTICLE 23 – EVALUATIONS

23.01 Adverse Reports

A Nurse shall be notified in writing of any expression of dissatisfaction concerning her work within thirty (30) working days of the event complained of. This notice shall include particulars of the work performance, which led to such dissatisfaction and may also include other advice. Where a series of minor infractions is involved, the time limits herein may be dated from the last of such infractions.

23.02 If this procedure is not followed, such expressions of dissatisfaction shall not become a part of her record for use against her at any time.

23.03 This Article shall be applicable to any complaint or accusation, which may be detrimental to her advancement or standing in the Home, whether or not it relates directly to her work.

23.04 The Employee's reply to such complaint, accusation, or expression of dissatisfaction shall be made in writing to the Administrator or Designate and shall become part of her record.

23.05 Upon request to the Administrator or Designate a Nurse may review her personal file once a year.

23.06 In the event of an investigation of a grievance involving discipline or promotion, an Employee may review her personnel file.

23.07 Any letter of reprimand, suspension or other sanction will be removed from a Nurse's personnel file(s) eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such Nurse's record has been discipline free for one year.

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

against the Nurse. A copy of the evaluation will be provided to the Nurse at her request.

ARTICLE 24 – COMPENSATION

24.01 Compensation

The Corporation shall pay salaries and wages every two (2) weeks. Each cheque stub for each Employee shall contain itemized calculations for her wages and deductions. This shall apply to those cheques issued by the Corporation to each Employee for any and all retroactive payments resulting from the renewal of this Collective Agreement.

24.02 Compensation

Salaries shall be paid in accordance with the following rates:

	April 1, 2020 1.75%	April 1, 2021 1.75%	April 1, 2022 1.75%
Start	\$35.19	\$35.81	\$36.44
Year 1	\$36.12	\$36.75	\$37.39
Year 2	\$37.83	\$38.49	\$39.16
Year 3	\$39.52	\$40.21	\$40.91
Year 4	\$41.21	\$41.93	\$42.66
Year 5	\$43.35	\$44.11	\$44.88
Year 6	\$45.47	\$46.27	\$47.08
Year 7	\$47.59	\$48.42	\$49.27
Year 8	\$49.70	\$50.57	\$51.45

Senior Nurse

Note: April 1, 1996 – There are currently no Nurses in the classification of Senior Nurse. The differential between the Supervisory Nurse classification and the Senior Nurse classification is +4.75%.

24.03 Each Nurse will progress to her next higher level on her anniversary date and shall reach the maximum in accordance with Article 25.02.

24.04 (a) Shift Premium

- i) Effective January 1, 2023 a Nurse shall be paid a shift premium of two dollars and five cents (\$2.05) per hour for each hour worked between 1500 hours and 2300 hours.

- ii) Effective January 1, 2023 a Nurse shall be paid a shift premium of two dollars and fifty cents (\$2.50) per hour for each hour worked between 2300 hours and 0700 hours.

(b) Weekend Premium

Effective January 1, 2023 a Nurse shall be paid a weekend premium of two dollars and seventy cents (\$2.70) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

- 24.05 (a) Effective the date of signing of the Collective Agreement, all part-time Nurses will be paid a daily rate, plus thirteen percent (13%) in lieu of benefits. Part-time nurses hired on or before March 31, 2016 will receive holiday pay in addition to the thirteen percent (13%).

- (b) Effective the date of signing of the Collective Agreement, all part-time Nurses who are members of OMERS shall receive nine percent (9%) in

lieu of benefits. Part-time nurses hired on or before March 31, 2016 will receive holiday pay in addition to the nine percent (9%).

24.06 Longevity Pay

In recognition of the principle that a long service Employee is of increased value to the Employer through his acquired knowledge and experience, the Employer agrees to pay Long Service Pay in accordance with the following table:

After five years of service	\$ 70.00
After ten years of service	\$130.00
After fifteen years of service	\$195.00
After twenty years of service	\$260.00
After twenty-five years of service	\$325.00

This Long Service Pay shall be due on November 30th of each year. On severance or retirement, an Employee shall be entitled to Long Service Pay calculated on a pro-rata basis from November 30th to the date of departure. In case of death, the Long Service Pay shall be paid to the Employee's Estate.

- 24.07 A part-time Nurse whose status is altered to full-time and vice versa will not lose her position on the grid structure as a result of such change in status.

- 24.08 Claim for recent related clinical experience, if any, shall be made in writing by the Nurse at the time of hiring. The Nurse shall cooperate with the

Corporation by providing verification of previous experience. Having established the recent related clinical experience, the Corporation shall apply the rules governing previous experience, namely, one (1) increment level for every 1950 hours of related clinical experience up to the maximum of the grid structure in determining the salary of the newly hired Nurse. Where a newly hired Nurse has no previous experience, she will be hired at the low point of the grid structure.

If a period of more than five (5) years has elapsed since the Nurse has occupied a full-time or part-time nursing position, then the number of increments to be paid, if any shall be at the discretion of the Corporation.

- 24.09 Notwithstanding Articles 14.01, 14.02, and 15.01, a nurse may, with written agreement, have her paycheques levelled to seventy-five hours in each bi-weekly pay period without premium pay being paid where she or he works more tours in one (1) bi-weekly pay period and fewer tours in a subsequent bi-weekly pay period to accommodate a specific schedule. A copy of any such agreement will be provided to the Bargaining Unit President.

ARTICLE 25 – RIGHTS, PRIVILEGES

- 25.01 It is understood and agreed that any right, privilege, practice, benefit, term or condition of employment of greater benefit to members of the bargaining unit covered by this Collective Agreement in effect heretofore shall remain in effect the life of this Agreement.

ARTICLE 26 – DEFINITIONS

- 26.01 Full-time Nurse is defined as a Nurse who is regularly employed on an average of five (5) regular shifts per week.
- 26.02 Part-time Nurse is defined as a Nurse who is regularly employed less than five (5) regular shifts per week.
- 26.03 Service is defined as years of employment with the Corporation.
- 26.04 Notwithstanding Articles 11.06, 14.03, 14.05, and 26.02, the Enterstomal Therapy Nurse is a part-time Registered Nurse to maintain the standard care requirement for residents of the Home with specialized background in enterstomal therapy.

ARTICLE 27 – JOB SHARING

- 27.01 Each part-time Nurse performing job-sharing shall be scheduled to work:

- (a) Ten shifts of a 28-day schedule;
- (b) One weekend in four.

27.02 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.

Total hours worked by the job sharers shall equal one full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two nurses and the Director of Care.

27.03 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.

27.04 Coverage

- (a) When one job share partner is absent from work, the job-sharing partner will provide the replacement, this shall not form part of any unit vacation quota.
- (b) Absences known to be greater than thirty (30) days duration will be posted pursuant to Article 11.03. If no nurse in the bargaining unit accepts the temporary vacancy, the remaining job share partner has the option of filling the leave or part of the leave.
- (c) Shifts not covered by the job-sharing partner will be scheduled within the part-time pool of nurses.
- (d) Nurses who accept a job share position and a nurse who agrees to job share their full time position will work either Christmas or New Year's and alternate each year thereafter.

27.05 If one of the job-sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position and the position must be posted according to the Collective Agreement. The remaining nurse will revert to a part-time position.

27.06 Discontinuation

The Employer or the Union may indicate its intent to discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation, with an intent to reach mutually acceptable

solutions to the issues giving rise to the notice. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary. If the decision to discontinue the Job Sharing arrangement is upheld, the shared position must revert to a full-time position and the position must be posted according to the Collective Agreement. The remaining nurse will revert to a part-time position.

- 27.07 If the decision is made that one of the Job Share partners is no longer suitable for the arrangement, she may be removed from the job share and returned to her former status. The vacant half of the job share may then be posted in accordance with Article 11.03.
- 27.08 All other provisions in the Collective Agreement pertaining to part-time shall be applicable.

ARTICLE 28 – RENEWAL

- 28.01 This Agreement shall continue in full force and effect up to and including March 31, 2023. If either party desires to modify or amend this Agreement, it shall give the other party notice in writing no earlier than ninety (90) days before the expiry of its selection to do so.

28.02 **Retroactivity**

All Nurses in the bargaining unit as of April 1, 2020 and all Nurses that have been employed since April 1, 2020 are entitled to retroactivity on the basis of the wage increase times all hours paid since April 1, 2020. Retroactive amounts shall be paid by separate cheque if possible (and in any event at the same tax rate had it been a separate cheque) within two (2) pay periods of the issuance of the award to all Employees who are, on and after April 1, 2020 members of the bargaining unit. The Employer will notify Employees who have left its employ April 1, 2020 at the last address recorded with the Employer and will provide the Union with a copy of the notice sent. Former Employees will have thirty (30) days from the date of notification to claim retroactivity failing which individual claims will be deemed to have been abandoned.

DATED at Windsor this 15th day of March, 2023.

FOR THE CORPORATION:

Kristie Cronin

Carlee Pretli

Jayne Brooks Keller

Linda Greenwood

FOR THE UNION:

Brittany Freer
Labour Relations Officer

Kristine Malott

Kendra Powell

Kim Hodgson

LETTER OF UNDERSTANDING

B E T W E E N:

**THE CORPORATION OF THE COUNTY OF ESSEX
(Sun Parlor Home for Senior Citizens)
(Hereinafter referred to as "the Corporation")**

A N D:

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

RE: JOB-SHARING QUOTA

The parties agree there will be no more than one (1) job-shared full-time position during the term of the Collective Agreement.

DATED at Windsor this 15th day of March, 2023.

FOR THE CORPORATION:

FOR THE UNION:

Kristie Cronin

Brittany Freer
Labour Relations Officer

Carlee Pretli

Kristine Malott

Jayne Brooks Keller

Kendra Powell

Linda Greenwood

Kim Hodgson

LETTER OF UNDERSTANDING

B E T W E E N:

**THE CORPORATION OF THE COUNTY OF ESSEX
(Sun Parlor Home for Senior Citizens)**
(Hereinafter referred to as "the Corporation")

A N D:

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

RE: MEDICATION ADMINISTRATION

Whereas the Ministry of Health and Long Term Care (MOHLTC) has made a number of changes to the standards of care requirements for the residents of the Home.

And Whereas the Registered Nurses in the bargaining unit wish to address issues related to workload and appropriate delegation of nursing duties.

A Medication Administration Committee consisting of the current Negotiating Committee and representatives of management will meet to develop the parameters and delegation of medication duties.

The Union and the Corporation agrees that during the life of the Collective Agreement the following changes will be made to the current practice of medication administration within the Home as follows:

1. Registered Practical Nurses (RPNs) will primarily do rounds of medication administration, as directed by the Medication Administration Committee;
2. The RN and the RPN will share the subcutaneous injections for pain and palliation management to ensure timely, quality care of the residents of the Sun Parlor Home.
3. All medication administration not identified above will continue to be done by the RNs unless directed otherwise by the Medication Administration Committee.

Any changes in funding provided by the MOHLTC or the County of Essex that results in the reduction of hours of work for the ONA bargaining unit, or which results in a reduction in the number of ONA bargaining unit positions, will render this Letter of Understanding

null and void and will result in all medication administration practices reverting back to the previous practice of medication administration.

The Parties agree the changes to the medication administration practices identified above will be monitored and evaluated every six (6) months to identify any adverse affects on the quality of care and assessments of the residents. Where changes are required to the above agreement, a meeting will be held and a revised letter re-signed.

DATED at Windsor this 15th day of March, 2023.

FOR THE CORPORATION:

Kristie Cronin

Carlee Pretli

Jayne Brooks Keller

Linda Greenwood

FOR THE UNION:

Brittany Freer
Labour Relations Officer

Kristine Malott

Kendra Powell

Kim Hodgson

LETTER OF UNDERSTANDING

B E T W E E N:

**THE CORPORATION OF THE COUNTY OF ESSEX
(Sun Parlor Home for Senior Citizens)
(Hereinafter referred to as "the Corporation")**

A N D:

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

RE: SCHEDULING

There is mutual recognition of the need for progressive and innovative approaches to scheduling. This is necessary for the purposes of meeting the needs of today's R.N.'s, to attract adequate numbers and to avoid shortages while meeting the ongoing needs of the Employer.

For the terms of this Agreement that the Corporation and the Association have the freedom to develop mutually agreeable flexible and varying schedules applicable to individuals or groups, without the need for protracted negotiations. In the event there is a nurse(s) or employer requesting consideration of innovative scheduling the parties will meet at a mutually agreeable time to discuss this proposed scheduling. Examples of this follow: flex hours, self-scheduling, consecutive night shifts and shift sharing.

DATED at Windsor this 15th day of March, 2023.

FOR THE CORPORATION:

Kristie Cronin

Carlee Pretli

Jayne Brooks Keller

Linda Greenwood

FOR THE UNION:

Brittany Freer
Labour Relations Officer

Kristine Malott

Kendra Powell

Kim Hodgson

LETTER OF UNDERSTANDING

B E T W E E N:

**THE CORPORATION OF THE COUNTY OF ESSEX
(Sun Parlor Home for Senior Citizens)
(Hereinafter referred to as "the Corporation")**

A N D:

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

RE: PERCENTAGE IN LIEU

The Employer agrees to apply Article 24.05 (a)(b) to all part time up to the date of ratification and will continue to be paid per the referenced articles. The following Part time employees will remain to be paid as per Articles 24.05 (a)(b) until such time they terminate their employment from The Corporation of the County of Essex. The names will be reviewed and a revised at each round of negotiations.

- Zorica Rivolta
- Lianne Imerson
- Laura Palomba
- Adam Bonnevie
- Michael Baert

DATED at Windsor this 15th day of March, 2023.

FOR THE CORPORATION:

FOR THE UNION:

Kristie Cronin

Brittany Freer
Labour Relations Officer

Carlee Pretli

Kristine Malott

Jayne Brooks Keller

Kendra Powell

Linda Greenwood

Kim Hodgson

LETTER OF UNDERSTANDING

B E T W E E N:

**THE CORPORATION OF THE COUNTY OF ESSEX
(Sun Parlor Home for Senior Citizens)
(Hereinafter referred to as “the Corporation”)**

A N D:

**ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as “the Union”)**

RE: 4 HOUR TOURS

Whereas Nursing in Long Term Care has seen and will continue to see a number of unprecedented challenges, changes and opportunities for growth;

And Whereas the Sun Parlor Home is committed to investing in the ongoing education and training of the Registered Nurses that work in the Home;

And notwithstanding article 14.04 of the Collective Agreement;

Both parties agree to allow RNs to be scheduled or called-in for 4 hour tours for the purposes of training, committee work and back-filling for same which would be above the normal complement. This arrangement is intended to provide continued flexibility in scheduling and will support the ongoing growth and success of the RN group.

Where changes are required to the above agreement, a meeting will be held and a revised letter re-signed.

DATED at Windsor this 15th day of March, 2023.

FOR THE CORPORATION:

FOR THE UNION:

Kristie Cronin

Brittany Freer

Labour Relations Officer

Carlee Pretli

Kristine Malott

Jayne Brooks Keller

Kendra Powell

Linda Greenwood

Kim Hodgson

LETTER OF UNDERSTANDING

B E T W E E N:

**THE CORPORATION OF THE COUNTY OF ESSEX
(Sun Parlor Home for Senior Citizens)**
(Hereinafter referred to as "the Corporation")

A N D:

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

RE: TEMPORARY TRANSFER OF RN ASSIGNED DUTIES

Whereas the Corporation of the County of Essex has identified that they continue to actively recruit Registered Nurse (RN) Staff of the ONA bargaining unit but are having difficulty during the province wide nursing shortage;

And Whereas the corporation wishes to address delegation of nursing duties until such time as an adequate number of RNs can be recruited and oriented to work at Sun Parlour:

The parties have agreed to an increased use of Registered Practical Nurses (RPNs) to perform work within their scope, but that has been historically part of the role of RNs and protected under their Collective Agreement;

The following terms and conditions apply to the temporary use of RPNs:

1. The parties will meet to discuss and confirm the parameters and temporary reassignment of RN bargaining unit duties to RPNs as listed below;
 - Catheter changes
 - Tube feed flushes
 - Administration of medications through tube feed
 - Medication verification with medication roll and medical practitioner orders

- 2. RPNs will be assigned the above duties once orientation, training and competency to do so has been confirmed by RNs currently working in the home.

Any changes in funding provided by the MOHLTC or the County of Essex that results in the reduction of hours of work for the ONA bargaining unit, or which results in a reduction in the number of ONA bargaining unit positions, will render this Letter of Understanding null and void and will result in all ONA bargaining unit work (catheter changes, tube feed flushes, administration of medications through tube feed, medication checks with medical rolls in comparison to medical practitioner orders reverting back to the previous practice of medication administration.

The Parties agree the changes to the Registered Nurse (RN) assignment of duties as identified above will be monitored and evaluated every six (6) months to identify any adverse affects on the quality of care and assessments of the residents. Where changes are required to the above agreement, a meeting will be held and a revised letter re-signed.

It is understood that all other duties explicitly performed by members of the ONA bargaining unit will continue to remain as duties that form part of the RN role.

DATED at Windsor this 15th day of March, 2023.

FOR THE CORPORATION:

FOR THE UNION:

Kristie Cronin

Brittany Freer
Labour Relations Officer

Carlee Pretli

Kristine Malott

Jayne Brooks Keller

Kendra Powell

Linda Greenwood

Kim Hodgson

APPENDIX "A"

SUMMARY OF INSURANCE

POLICY NUMBER 15452E

See Photocopied pages at the end of Collective Agreement.