

COLLECTIVE AGREEMENT

Between:

**THE COUNTY OF GREY, OPERATING AS THE SOCIAL SERVICES COMMITTEE
FOR
GREY GABLES (FORMERLY OPERATING AS GREY OWEN LODGE)**
[hereinafter referred to as the "Employer"]

And:

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

Expiry Date: March 31, 2020

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations as set out herein between the Employer and the nurses covered by this Agreement.
- 1.02 It is recognized that nurses wish to work together with the Employer to secure the best possible nursing care and health protection for residents.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the County of Grey at its Grey Gables Home for the Aged (formerly operating as Grey Owen Lodge) in the Town of Markdale, save and except Director of Care and persons above the rank of Director of Care.
- 2.02 All references to officers, representatives and committee members of the Association in this Agreement, who are employed by the Employer shall be deemed to mean members of these Bargaining Units.
- 2.03 All references to Representatives of the Ontario Nurses' Association shall be deemed to mean staff representatives of the Association.
- 2.04 All correspondence concerning these Bargaining Units shall be sent by the Employer to the designated Local representative of the particular Bargaining Unit involved, and to the Representative of the Ontario Nurses' Association designated to the Employer by the Association.
- 2.05 For the purposes of interpretation whenever used herein, the feminine includes the masculine where the context so requires. Similarly, where the singular is used, it may also be deemed to mean plural.
- 2.06 In order to protect the standard of nursing care, the Employer agrees that no one outside of the Bargaining Units shall perform the work normally performed by members of the Bargaining Units except for the purpose of instruction or experimentation or on a once only basis where the immediate health of a resident requires it.
- The above will not apply to Special Nurses employed by a resident or others permitted by statute.
- 2.07 The Employer recognizes the right of the nurses or Employer to have in attendance a Representative of the Ontario Nurses' Association for the purpose of assisting nurses and/or Employer in the administration of this Agreement; for this reason, the Employer shall provide written notice to the designated local representative, of any meetings the Employer calls with the nurses, including the purpose thereof, at least five (5) working days in advance of the meeting. In the absence of the designated person either party shall designate another person to receive this notice.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Association recognizes that the management of the Homes for the Aged and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Agreement. The Association acknowledges that it is the exclusive function of the Employer, without restricting the generality of the foregoing to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
 - (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
 - (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
 - (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses. However, prior to effecting any change in such rules and regulations which would affect nurses covered by this Agreement, the Employer shall first discuss such proposed changes with the Association.
- 3.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of the Agreement.

ARTICLE 4 – DEFINITIONS

- 4.01 The term "nurse" is used to describe a registered or graduate nurse, male or female, in the employment of the Employer.
- 4.02 A "full-time nurse" is a nurse who normally works the full-time hours as defined in this Collective Agreement.
- 4.03 A "part-time nurse" is a nurse who normally works less than the full-time hours.
- 4.04 A "registered nurse" is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the *Health Disciplines Act*, RSO 1980, c. 196.
- 4.05 A "graduate nurse" is defined as a graduate of a nursing program who is not registered by the College of Nurses of Ontario.
- 4.06 "Home" shall mean Grey Gables Home For the Aged in the Town of Markdale, Ontario.

- 4.07 "Director" is the Director of Long Term Care and is responsible to the Social Services Committee for the operation of Grey Gables.
- 4.08 "Administrator" is the Administrator of the Home For the Aged and is responsible to the Director of Long Term Care for the administration of Grey Gables Home For the Aged.
- 4.09 Unless otherwise specified herein, "day" shall mean working day. Any time limits referred to herein with respect to working days shall be exclusive of Saturdays, Sundays, and Paid Holidays recognized by this Collective Agreement.
- 4.10 "Association Representative" is defined as the official representative of the Ontario Nurses' Association who represents the nurses of the Bargaining Units of Grey Gables Home For the Aged.
- 4.11 "Designated Local Representative" is the nurse elected by the members of the Bargaining Units and designated to represent them at the local level.
- 4.12 "Designated Representative" is any member of the Bargaining Units elected or designated to represent the members of the Bargaining Units on Committees as specified herein.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Employer and the Association agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by either of them or any of their representatives with respect to any nurse by reason of age, sex, marital status, race, creed, colour, political or religious affiliation, nationality, ancestry, place of origin, sexual orientation, residence or other factors not pertinent with respect to employment, placement, promotion, salary determination or other terms of employment or by reason of her/his membership in or activities on behalf of the Association or any of its affiliated organizations or by reason of exercising any rights under the Collective Agreement, or set out in any applicable legislation as amended from time to time.
- 5.02 (a) The Employer agrees to take all reasonable measures to provide a working environment free from sexual harassment.
- (b) A nurse may initiate a grievance under this clause. Grievances under this clause will be handled with all possible confidentiality and dispatch.

ARTICLE 6 - STRIKES AND LOCK-OUTS

- 6.01 There shall be no strikes or lock-outs so long as this Agreement continues to operate. The words "strike" and "lock-out" shall be as defined in *The Labour Association dues* designated by the Association. Such deduction shall be made from the second [2nd] pay each month and such monies shall be forwarded to the Association's Business Office at its Toronto Office not later than fifteen (15) days after deduction.

- 7.02 The remittance in Article 7.01 hereof shall be accompanied by a list showing names, Social Insurance Numbers, whether the nurse is full-time or part-time and amount of deduction of all nurses covered by this Agreement who have been employed at any time during the period of the said deduction.
- 7.03 The Employer will deduct from the pay of all newly employed nurses an amount equal to the monthly dues commencing from the first [1st] deduction date following date of employment.
- 7.04 The Employer shall provide each nurse with a statement of dues deduction for income tax purposes (T-4 Supplementary Slip).
- 7.05 The Association shall indemnify and save harmless the Employer with respect to all dues so deducted and remitted.
- 7.06 The Association shall notify the Employer from time to time as changes occur of the amount of the Association's monthly dues.
- 7.07 During the first two (2) weeks of employment a local representative of the Association shall be allowed up to fifteen (15) minutes of time within working hours to interview all newly employed nurses. Such interview shall take place on the Employer's premises at a time and place mutually agreed upon by the new nurse, the representative and the Director of Care. The purpose of said interview is to discuss the duties and benefits of Association membership and to give out Collective Agreements, membership forms and other relevant Association material. Nurses will be allowed to join the Association at any time.

ARTICLE 8 - ASSOCIATION REPRESENTATION

- 8.01 For the purpose of administration of this Collective Agreement, the Employer agrees to recognize a designated representative from the Bargaining Units and the following committee members of the Association.
- (a) Negotiating Committee composed of two (2) nurses selected by the Bargaining Unit provided that the Committee shall be composed of one (1) part-time and one full-time nurse.
 - (b) Grievance Committee for each Home will be composed of up to three (3) nurses selected by the nurses at Grey Gables provided that the Committee shall be composed of bargaining unit employees from each classification of nurses for the Home.
 - (c) Occupational Health and Safety Committee pursuant to the provisions of the *Occupational Health and Safety Act*, RSO 1980, c321.
- 8.02 The Association agrees that Local representatives and committee members have their regular duties to perform on behalf of the Employer and that they will not leave their regular duties without first receiving permission from their immediate supervisor. Such permission shall not be unreasonably withheld.
- 8.03 The Employer shall pay designated representatives and committee members of the Negotiating Committee, Grievance Committee and Nurse-Management Committee

their respective salaries, inclusive of applicable benefits, for all regular on-duty time used in processing grievances, negotiating renewal of this Agreement and while attending all meetings of the Nurse-Management Committee with the Employer. In the renewal of an Agreement the payment will be up to, but not including conciliation and arbitration. The Union agrees to reimburse the employer for the salaries and applicable benefits as maintained by the employer.

- 8.04 The Local Association will provide the Employer with a list, revised when changes occur, of its officers, representatives and committee members.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

- 9.01 In all steps of the Grievance Procedure an aggrieved nurse may be accompanied or represented by a representative of the Ontario Nurses' Association. In the case of suspension or discharge, the Employer will notify the nurse of this right in advance.
- 9.02 In order to ensure that complaints of nurses shall be remedied as quickly as possible, the parties agree that the procedure for submitting and dealing with grievances shall be as follows.

Step #1

If a nurse has a complaint, she/he shall discuss it with the Director of Resident Care within fifteen (15) calendar days of becoming aware of the circumstances. The Director of Resident Care shall communicate her/his reply to the complainant within five (5) working days and if not satisfied, the complainant may file a written grievance in the following manner and sequence:

Step #2

Within five (5) working days, the nurse, with the assistance of a member of the Grievance Committee, shall submit the written grievance signed by her/him to the Administrator of the Home, who will hold a meeting within seven (7) days, with the Grievance Committee and a representative of the Ontario Nurses' Association to discuss the grievance. The Administrator will give his decision in writing to the grievor, the Chairperson of the Grievance Committee and the Association representative within five (5) working days from the date following the meeting. If the nurse is not satisfied with the decision, then she/he may proceed to Step 3.

Step #3

Within five (5) days following the decision at Step 2, the grievance may be submitted in writing to the Chief Administrative Officer or his designate. A meeting will be held between the Chief Administrative Officer or his designate, the grievor, the Grievance Committee and a representative of the Ontario Nurses' Association within seven (7) days of the submission of the grievance at Step 3. The Chief Administrative Officer shall give his decision in writing to the grievor, the Chairperson of the Grievance Committee and the Association representative within five (5) days of the meeting. If the nurse is not satisfied with the decision, then she/he may proceed as stated in Article 9.07

9.03 Policy Grievance

A grievance arising directly between the Employer and the Ontario Nurses' Association concerning the interpretation, application or alleged violation of this Agreement, shall be originated under Step #2. However, it is expressly understood that the provisions of this paragraph may not be used by the Association to institute any individual grievance directly affecting a nurse which such nurse could her/himself institute and the regular Grievance Procedure shall not be thereby bypassed. The grievance must be signed by the Home's Director or the designated Local representative respectively, or their designates.

9.04 Discharge/Discipline Grievances

- (a) A claim by a nurse that she/he has been unjustly discharged, shall be treated as a grievance if a written statement of such grievance setting out the nature of the grievance and the specific remedy sought is lodged at Step #2 of the Grievance Procedure.
- (b) A claim by a nurse that she/he has been unjustly suspended or otherwise formally disciplined shall be treated as a grievance by setting out the nature of the grievance, the specific remedy sought and lodged at Step #2 of the Grievance Procedure.
- (c) Any formal discipline of a nurse by the Employer shall be done in the presence of the designated Local representative, if requested by the nurse or Employer.
- (d) Should the Employer suspend, discharge or formally discipline a nurse, a copy of the notification by the Employer to such nurse shall be sent to the designated Local representative by registered mail.
- (e) Formal discipline shall mean a record inserted in the nurse's personnel file.

9.05 The time limits set out in the Grievance and Arbitration Procedures, Step #1, Step #2 and Step #3, are to be complied with and failure to comply, except by written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject to the provisions of the *Labour Relations Act*, R.S.O. 1980 c228. Where no answer is given by the Employer within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.

9.06 All agreements reached under the Grievance Procedure between the parties will be final and binding upon the Employer and the Ontario Nurses' Association and the nurses.

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this Agreement, or any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration. If no written request for arbitration is received within fifteen (15) calendar days after the decision under Step #3 of Article 9.02 is given, it shall be deemed to have been settled.

- 9.07 If either party requests that a grievance as provided for in Article 9.02 or 9.05 be submitted to Arbitration, the request shall be made in writing addressed to the other party of this Agreement and the party making the request shall name a nominee.
- Within ten (10) calendar days thereafter, the other party shall name a nominee and notify the other party. The two (2) nominees so named shall, within ten (10) calendar days of the nomination of the latter of them, attempt to settle by agreement the selection of the third [3rd] person to be a member and Chairman of the Arbitration Board. If they are unable to agree on such a Chairman, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairperson.
- 9.08 No person may be appointed to an arbitration board who has been involved in an attempt to negotiate or settle the grievance.
- 9.09 The Arbitration Board shall not have jurisdiction to amend, alter, modify, or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. This provision does not affect the Board's statutory authority to modify or set aside any disciplinary penalties.
- 9.10 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question 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 any Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's nominee to an Arbitration Board. The recipient of the notice shall within ten (10) days inform the other party of the name of its nominee to the Arbitration Board.
- The two (2) nominees so selected shall, within ten (10) days of the appointment of the second [2nd] of them, name a third [3rd] party who shall be Chairman. If the recipient of the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a Chairman within the time limits, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision and the decision is final and binding upon the parties and upon any nurse or Employer affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.
- 9.11 Each of the parties will bear the fee and expenses of the nominee appointed by it and the parties will equally share the fees and expenses of the Chairman of the Arbitration Board.
- 9.12 (a) The time limits fixed in Article 9, including its clauses may be extended by written mutual consent of the parties to this Agreement.
- (b) Any Step of the Grievance Procedure may be waived by written mutual consent of the parties to this Agreement.
- 9.13 In all Steps of the Grievance Procedure an aggrieved nurse may be accompanied or represented by a Representative of the Ontario Nurses' Association.

ARTICLE 10 - PROFESSIONAL COMMITTEES

10.01 Nurse-Management Committee

- (a) The Employer recognizes a Nurse-Management Committee composed of up to three (3) representatives of the Employer and up to three (3) representatives from each of the Bargaining Units whose functions shall be:
- i) To review all questions with respect to the quantity and quality of nursing care;
 - ii) Following the Director of Care's decision, to process all written complaints of nurses in accordance with Article 10.02 herein;
 - iii) To review the contents of Orientation and In-service programs in respect to the particular Bargaining Unit;
 - iv) To review other matters of professional concerns.
- (b) The Committee shall meet quarterly and also as required pursuant to Article 10.02. When possible, agenda items will be exchanged prior to the meeting. Items may be added to the agenda at the meeting. The duties of the Committee Chairperson and Secretary shall alternate between the Association and the Employer. Minutes of the meetings shall be taken and copies provided to both parties.
- (c) The Chairperson for the first [1st] quarterly meeting shall be selected by the Association and such person shall remain the Chairperson of the Committee until the next quarterly meeting of the Committee when the Chairperson shall be elected by the Employer. Thereafter, the Chairperson shall alternate in the above manner.

10.02 Professional Responsibility

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

- (a) i) Complain in writing to the Director of Care within five (5) calendar days of the alleged improper assignment who will render her/his decision in writing within five (5) calendar days of the complaint.

Failing resolution of the complaint, the Chairperson of the Nurse-Management Committee shall convene a meeting of the Committee within ten (10) calendar days of the receipt of the Director of Care's decision. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

- ii) Failing resolution of the complaint within five (5) calendar days of the meeting of the Nurse-Management Committee, the complaint shall be forwarded to an Independent Assessment Committee composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses'

Association, and one (1) chosen by the Home, and one (1) chosen from a panel of four (4) independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.

- iii) The Independent Assessment Committee shall conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make whatever recommendations it finds appropriate in the circumstances. The Assessment Committee shall forward its recommendations in writing to the parties within fourteen (14) calendar days following completion of its hearing.
- (b) i) The parties shall meet within fourteen (14) days of the signing of this Agreement and select a panel of independent registered nurses who are well respected in the profession. The members of the panel shall sit in rotation agreed upon by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties. If the parties are unable to agree upon the composition or rotation of the panel within sixty (60) days of the signing of this Agreement, these matters shall be remitted to a Board of Arbitration for determination.
- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

10.03

Health & Safety

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.
- (b) A joint management and employee health and safety committee shall be constituted in accordance with the *Act*, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards. The committee shall meet at least every three months or more frequently if the committee decides.

The Employer agrees to accept as a member of its Joint Health and Safety Committee at least one (1) ONA representative selected or appointed by the Union from the Employer.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular or overtime rate.

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

- (c) The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

- (d) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the nurses, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.
- (e) The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in S.51, S.52 and S.53 of the Act and the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.
- (f) The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.
- (g) The Employer will use its best efforts to make all affected direct care nurses aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Nurses will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all nurses are aware of the requirement to practice universal precautions in all circumstances.
- (h) The parties further agree that suitable subjects for discussion at the joint Nurse Management Committee will include aggressive residents.

The Employer will review with the Joint Health and Safety Committee written policies to address the management of violent behaviour. Such policies will include but not be limited to:

- i) Designing safe procedures for nurses.
- ii) Providing training appropriate to these policies
- iii) Reporting all incidents of workplace violence.

(i) The Employer shall:

- i) inform nurses of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- ii) inform nurses regarding the risks relating to their work and provide training and supervision so that nurses have the skills and knowledge necessary to safely perform the work assigned to them;

When faced with occupational health and safety decisions, the Home will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects nurses.

- iii) ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace.

(j) A worker shall,

- i) work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- ii) use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
- iii) report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
- iv) report to his or her employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.

(k) Injured Workers Provisions

At the time an injury occurs, the injured worker's employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The employer shall pay for the transportation.

(l) Infectious Diseases

The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home.

To achieve this objective, the Joint Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

- (m) The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not limited to:
- Musculoskeletal Injury Prevention
 - Needle Stick Injury Prevention
 - Personal Protective Equipment
 - Training designed to ensure competency under the Act for those persons with supervisory responsibilities.
 - Nurses who regularly work alone or who are isolated in the workplace.

10.04

Violence in the Workplace

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

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

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

Note: Please refer to the County of Grey's Workplace Violence Prevention Policy #11-150 for further information and guidance.

ARTICLE 11 - ORIENTATION AND IN-SERVICE

11.01 Both the Home and the Association recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Association supports the principle of it's members' responsibility for their own professional development. Annual mandatory education programs, to meet regulatory and home specific requirements will be identified by the Home. Members are required to complete the training within the specific timeframe.

(a) In-Service

When a nurse attends any in-service programme during her/his regularly scheduled working hours, she/he shall suffer no loss of pay. When a nurse is unable to do so, and attends the in-service programme outside her/his regularly scheduled hours, she/he shall be paid for all time attendance at her/his straight time rate of pay. If attendance is mandatory all applicable premiums will apply.

- (b) When a nurse is required by the Employer to attend an in-service program at her/his regular place of employment and the nurse attends, the nurse shall be paid for all hours attended at the nurse's regular straight time rate of pay.
- (c) When a nurse attends any in-service or course outside the facility that is pre-approved by the employer, all associated costs will be paid by the employer including travel, materials, tuition, lodging and meals provided that receipts are provided. Such payment will be made where practicable within the pay period following the provision of receipts.

11.02 Orientation

The following process shall be observed in the orientation of a newly hired employee;

- (a) She/he is to be orientated with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of the department in the Home;
- (b) The period of orientation shall be for a minimum of three (3) days or such a period that the Employer deems sufficient;
- (c) She/he shall be an additional employee to the usual staffing pattern.

- 11.03 The Employer will provide up to three (3) shifts of familiarization for nurses returning from leaves of absence of greater than six (6) months or on return from pregnancy/parental leave.
- 11.04 As a self-regulation profession, nursing recognizes the importance of ongoing learning. The parties agree that professional development includes a variety of activities including formal education programs, in-services, independent learning and committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development.

ARTICLE 12 – SENIORITY

- 12.01 (a) Newly employed full-time nurses will be considered probationary for four hundred and fifty (450) hours worked.
- (b) Newly employed part-time nurses will be considered probationary for four hundred and fifty (450) hours worked or eight (8) calendar months, whichever comes first.
- (c) With the written consent of the Employer, nurse and Association representative, such probationary period may be extended up to an additional one hundred and fifty (150) hours worked.
- (d) Seniority shall then be credited as provided in Article 12.02 herein.
- 12.02 (a) Seniority for full-time nurses shall be credited as of the date of last hire into the service of the Employer and shall be cumulative.
- (b) Seniority for part-time nurses shall be based on the total number of hours worked since the date of hire.
- (c) The conversion from full-time to part-time or vice versa is based on fifteen hundred (1500) paid hours equals one (1) year.
- 12.03 The Employer shall keep up-to-date separate seniority lists for full-time and part-time nurses employed at each Home, expressed in hours for part-time and last date of hire for full-time. The two (2) lists shall be posted on each Association bulletin board in January and July of each year.
- 12.04 **Promotions, Transfers and Temporary Vacancies**
- In order to ensure that all nurses in the Bargaining Units have the opportunity to apply for transfers or promotions within the Bargaining Units the following procedure shall apply:
- (a) The position will be posted for six (6) working days on each Unit's Association bulletin board.
- (b) If the position is not filled by the procedure above the Employer may then hire a nurse from outside the Bargaining Unit as it shall select.

The name(s) of the successful applicant(s) shall be posted on the Association bulletin board when the appointment is made.

- 12.05 The Employer will outline to the nurse elected to fill a temporary vacancy, the circumstances giving rise to the vacancy, the conditions and duration of such vacancy. In any event, such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy.

At the completion of the temporary vacancy, the employee will be returned to her/his former position with no loss of pay or benefits or seniority. A nurse who has been hired for the purpose of filling a temporary vacancy, shall have no claim to any position beyond the specific term of the temporary vacancy and the release of such nurse shall not be the subject of a grievance.

If, while employed in a temporary vacancy, the nurse is a successful applicant for a permanent position in the bargaining unit, the nurse shall receive credit for all hours worked and service from the date of hire of the temporary vacancy.

- 12.06 In all cases of transfer, promotion or demotion in either 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.

- 12.07 An application for a transfer system will be established within the Annual Performance Review Program. Under such a system, any nurse will be able to fill out an appropriate form indicating her/his interest in working elsewhere in the Bargaining Unit and her/his name shall be considered when a permanent vacancy occurs, and has been posted. A posting will not be held open longer than a total of five (5) additional days (for a total of eleven [11] days) to accommodate a transfer applicant who is absent at the time of the six (6) day posting period. Copies of all transfer applications shall be sent to the designated representative by the Employer.

- 12.08 All seniority, vacation and other applicable credits accumulated under this Collective Agreement to such date shall be retained and transferred with the nurse if she/he is reclassified from full-time employment to part-time employment or vice versa.

- 12.09 (a) A nurse, who is permanently transferred to a position outside either Bargaining Unit, shall retain but not accumulate seniority while in that position. When a nurse in a position outside either Bargaining Unit is returned into either Bargaining Unit, she/he shall be credited with seniority only to the extent of her/his service in those positions coming within the scope of this Agreement.

- (b) Should a nurse, selected or appointed to a position outside the Bargaining Unit, return to the Bargaining Unit within three (3) months of the promotion, she/he shall not suffer any loss of seniority or benefits.

A nurse, who has been requested to substitute temporarily in a classification that is excluded from the Bargaining Unit, may refuse to do so. If she/he consents, she/he shall be deemed covered by the Collective Agreement.

12.10 Layoff

In all cases where the Employer decides to reduce the nursing staff, the reduction shall be made on the basis of seniority.

- 12.11 It is acknowledged 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 by the Employer and, if necessary in the Employer's opinion, adjusted to provide adequate nursing service. Any reduction of two (2) or more nurses in either Bargaining Unit shall be the object of discussion between the parties as set out in Article 12.12 herein. If the Association feels the Employer's decision is not providing adequate nursing care, the Association has the right to grieve the Employer's decision.

- 12.12 In the event of a proposed reduction of two or more nurses in a Bargaining Unit the Employer will:

provide the Association with no less than thirty (30) days notice of such lay-off, and; meet with the Association and a Representative of the Ontario Nurses' Association through the Nursing Committee to review the following:

- (a) the reasons causing the lay-off,
- (b) the service which the Home will undertake after the lay-off,
- (c) the method of implementation including the areas of cutback and the nurses to be laid off.

- 12.13 Individual nurses who are to be laid off will be provided with notice of such lay-off in accordance with the *Employment Standards Act*, R.S.O. 1980 c137 without regard to the anticipated duration of said lay-off.

- 12.14 (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- i) with written approval of leave of absence for personal reasons, educational, professional and Ontario Nurses' Association; or
 - ii) when in receipt of illness allowance up to the completion of Short Term Disability coverage; or
 - iii) when in receipt of Workmen's Compensation of a non-permanent nature.
 - iv) when on parenting leave.

- (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
 - i) for a period of up to twenty-four (24) months after going on Long Term Disability; or
 - ii) when laid off due to a reduction in the nursing staff for a period of up to one (1) year.
- (c) Seniority shall be lost and employment terminated when a nurse is absent from work under the following circumstances:
 - i) resignation; or
laid off for more than one (1) year; or
 - ii) discharged for just cause and such discharge is not reversed through the Grievance Procedure; or
 - iii) when in receipt of Long Term Disability for more than twenty-four (24) months.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Personal

Leave of absence without pay may be requested by a nurse for personal reasons. A request for leave of absence will be made in writing to the Director of Resident Care. Such request shall not be unreasonably withheld.

13.02 Education

- (a) Leave of absence with pay and without loss of seniority will be granted to any nurse attending any instructional courses, related to long term care related to the services being provided at the Home, that are pre-approved in writing, at the request of the employer. If such nurse completes the course successfully, the registration fees, tuition and related costs will be paid by the Employer.
- (b) Each full-time nurse shall be allowed two (2) days per year with pay to attend educational seminars.
- (c) Each part-time nurse shall be allowed two (2) days per year with pay to attend educational seminars.

13.03 Professional

Upon ten (10) days notice in writing a leave of absence without pay and without loss of seniority, will be granted to nurses for the purpose of attending professional meetings to a maximum of forty (40) hours lost time per year for the Bargaining Unit. Professional meetings will be posted in advance on bulletin boards to enable interested nurses to apply and selection shall be made by the Employer from among

these applications. No more than one (1) nurse in the Bargaining Unit shall be away at any one time.

13.04 Local Association

- (a) Upon ten (10) days notice in writing a leave of absence for local Association business shall be given without pay up to a total of twenty (20) days during each calendar year for each Bargaining Unit. It is agreed that not more than one (1) nurse shall be absent on such leave at the same time for each Bargaining Unit.
- (b) Such nurse's pay and benefits will be kept whole by the Employer for the duration of such leaves and the Employer shall be reimbursed for the total nurse's pay and benefits by the local Association on a month-to-month basis.

13.05 Association Board

Upon fifteen (15) days notice in writing, except in the case of an emergency meeting, a nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than the Office of President, shall be granted leave of absence without pay up to a total of seventy-five (75) days annually or up to one hundred (100) days annually if the nurse is the Secretary-Treasurer or President Elect. There shall be no loss of seniority or credits for the purposes of salary advancement during such leaves of absence. During such leaves of absence, salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer on a monthly basis for such salary and Employer contributions to benefits.

13.06 Association President

A nurse who is elected to the Office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence up to two (2) consecutive years. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leave. During such leave(s) of absence salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer on a monthly basis for such salary and Employer contributions to benefits. The nurse agrees to notify the Employer of her/his intention to return to work within four (4) weeks following her/his termination of office.

13.07 ONA Staff Leave

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

It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position,

unless that position has been discontinued, in which case the employee shall be given a comparable job.

13.08 Jury and Witness Duty

A nurse who is called to serve as a juror or who is subpoenaed as a witness in a criminal or civil court shall be granted a leave of absence for such purpose.

A nurse serving as a juror or a witness other than on her/his own behalf or on behalf of a mother, father, wife, husband, child, brother, sister, mother-in-law, father-in-law, brother-in-law or sister-in-law during her/his scheduled working hours shall be paid any difference between the amount received for such jury or witness duty and the amount she/he would have received from the Employer had she/he worked her/his regular scheduled working hours.

To be eligible to receive payment from the Employer, the nurse must give the Employer notice of her/his intention to be absent within twenty-four (24) hours of receipt of the subpoena or jury notice, and she/he must also at the conclusion of her/his jury or witness duty, obtain a certificate from the Court showing the period of her/his jury or witness duty, and she/he shall deposit this certificate together with evidence of the amount of compensation paid to her/him, exclusive of travelling allowance, with the Employer.

The nurse shall not be expected to attend both to her/his Court duties and her/his duties at the Home within her/his scheduled day of work.

13.09 Compassionate Leave

For the purpose of mourning at the time of the death, a nurse shall be granted up to five (5) working days leave with pay in the case of a death of a spouse or child, or parent; three (3) days leave with pay in case of a death of brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, step mother, step father, step sister, step brother, aunt or uncle, or dependent relative residing in the same household; and one (1) day's leave with pay to attend the funeral of a grandparent, sister-in-law or brother-in-law.

Pay shall be at the nurse's regular rate and shall only be for the time she/he was scheduled to work. Additional leave of absence without pay may be granted by the Employer.

Part-time nurses shall be granted the same time frame for grieving purposes, and shall be paid for scheduled days lost.

13.10 (a) Pregnancy Leave

Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*.

- i) A nurse shall be entitled to seventeen (17) weeks of leave of which fifteen (15) weeks are paid, provided she requests such leave two (2) weeks in advance of the expected date of commencing leave. The fifteen (15) week entitlement under the Employment Insurance shall

be topped up by the Home so that the nurse receives eighty-four percent (84%) of her current earnings.

- ii) It shall be accepted and understood that the Employers contribution shall be limited to the actual difference between the gross E.I. payment, and the amount constituting eighty-four percent (84%) of current earnings.

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

(b) Parental Leave

- i) A nurse, who becomes a parent of a child, is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*.
- ii) A nurse, who has taken a pregnancy leave under Article 13.08 (a), is eligible to be granted a parental leave up to eighteen (18) weeks duration, in accordance with the *Employment Standards Act*. A nurse, who is eligible for a parental leave, who is the natural father or is an adoptive parent, may extend the parental leave for a period of up to six (6) months duration.
- (iii) A nurse shall be entitled to ten (10) weeks of parental leave top-up entitlement paid up by the Home so that the nurse receives eighty-four percent (84%) of her current earnings.
- (iv) It shall be accepted and understood that the Employers contribution shall be limited to the actual difference between the gross E.I. payment, and the amount constituting eighty-four percent (84%) of current earnings.
- v) For all leaves commencing after the date of ratification, June 3, 2019, where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

- (c) The nurse shall give at least two (2) weeks notice of her/his intention to return to work; however, her/his leave shall not end before the expiration of six (6) weeks from the actual delivery date, unless otherwise mutually agreed.
- (d) Additional leave without pay up to a maximum total of six (6) months shall be granted, provided the nurse makes such request at least four (4) weeks prior to her/his expected date of return to work.

- (e) Upon her/his return to work, the nurse shall be re-instated to her/his former position, or if it does not exist, a comparable position.
- (f) The Employer will continue to make its contributions towards subsidized employee benefits in which the nurse is participating, and the nurse's service, seniority, and all other benefits shall continue to accumulate.

13.11 A nurse who is absent due to illness or leave of absence shall have the right to return to her/his former job, or if it does not exist, a comparable job.

ARTICLE 14 - PAID HOLIDAYS

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

New Year's Day	Civic Holiday
Family Day (Third Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
2nd Monday in June	Christmas Day
July 1st.	Boxing Day

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

14.03 Insofar as it is possible to do so, the Employer will do its best to equally distribute paid holidays off among its full nursing staff at each Home.

14.04 When a holiday falls within a nurse's vacation period, it shall be added to the end of her/his vacation or scheduled at a mutually agreeable time.

- 14.05
- (a) In order for a full-time nurse to qualify for a paid holiday and receive payment, such nurse must:
 - i) Work her/his regular day of work preceding and following the holiday, unless such absence is due to verified illness or injury, or on approved leave of absence.
 - ii) Report for and perform her/his work on the holiday if she/he agreed to work that day.
 - (b) A nurse who qualifies for the holiday and does not work shall be paid for one (1) day at her/his normal rate of pay.
 - (c) A full-time nurse shall have the following option of payment for all hours worked on such a holiday:
 - i) Pay at the rate of time and one half (1½) for all hours worked plus an alternative day off (hereinafter called the lieu day) with pay; or;

- ii) Pay at the rate of one and one-half (1½) times her/his regular rate of pay for all hours worked plus pay for the lieu day with pay for seven point five (7.5) hours.
 - (d) Payment will not apply when a nurse is in receipt of illness or indemnity benefits.
- 14.06
- (a) Lieu days are to be scheduled at a time mutually agreed between the Director of Resident Care and the nurse.
 - (b) A request for the scheduling of lieu days must be submitted to the Director of Resident Care at least three (3) working days prior to the posting of the schedule.
 - (c) Lieu days may be accumulated up to five (5) days.
- 14.07
- (a) Part time nurses shall be paid at the rate of one and one half (1½) times her/his regular rate of pay for all hours worked on any of the holidays listed in Article 14.01.
 - (b) Holiday pay is included in the percentage in lieu of benefits.

NOTE:

Part-time employees hired before February 7, 2012, will continue to receive Holiday Pay, in addition to their percentage in lieu, provided that they have earned wages on at least twelve (12) days in the four (4) weeks preceding the holiday.

- 14.08 Where a nurse is required to work on a paid holiday and she/he is required to work hours additional to her/his regularly scheduled tour, she/he shall receive payment for such additional hours as provided for in Article 18.03 herein.
- 14.09 The Employer will post a blank Christmas and New Year's Day preference sheet at each Home not later than October 1st of each year, and each nurse shall indicate by signing on it whether she/he wishes to be scheduled off duty on Christmas Day or New Year's Day. In case of a dispute, nurses will alternate in having time off at Christmas or New Years on a yearly basis, according to their seniority.
- The Employer will schedule a nurse off duty for a period of at least three (3) consecutive days (tours) which shall include Christmas Eve, Christmas Day and Boxing Day in connection with Christmas Day; or New Year's Eve and New Year's Day in connection with New Year's Day in accordance with the nurse's preference.

ARTICLE 15 – VACATIONS

- 15.01 Vacation entitlement shall be calculated on the nurse's anniversary date in each year.

- 15.02 All full-time nurses shall be granted vacation without loss of pay as follows:
- (a) After one (1) year of service, three (3) weeks of vacation.
 - (b) After three (3) years of service, four (4) weeks of vacation.
 - (c) Effective April 1, 2010, after thirteen (13) years of service, five (5) weeks of vacation.
 - (d) After twenty-two (22) years of service, six (6) weeks of vacation.
 - (e) After twenty-five (25) years of service, seven (7) weeks of vacation.
 - (f) Nurses with less than one (1) year of service shall be entitled to a pro-rata vacation calculated at the rate of six per cent (6%) of gross earnings to June 30th.
 - (g) Any change in a nurse's vacation entitlement in accordance with this Article shall accrue to the nurse in the vacation year in which it is earned.
- 15.03 (a) All part-time nurses shall receive vacation pay as a percentage of earnings as follows:
- i) with less than forty-five hundred (4500) hours of service - six percent (6%)
 - ii) with forty-five hundred (4500) or more hours but less than nineteen thousand, five hundred (19,500) hours of service - eight per cent (8%).
 - iii) with nineteen thousand, five hundred (19,500) or more hours but less than thirty-three thousand (33,000) hours of service - ten percent (10%)
 - iv) with thirty-three thousand (33,000) or more hours but less than thirty seven thousand, five hundred (37,500) — twelve percent (12%)
 - vi) with thirty-seven thousand, five hundred (37,500) or more hours — fourteen percent (14%)
- Such vacation pay shall be included in each pay.
- (b) 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 thirteen (13) years of employment – five (5) weeks.

- v) after twenty-two (22) years of employment – six (6) weeks.
 - vi) after twenty-five (25) years of employment – seven (7) weeks.
- 15.04 (a) Vacations may be taken at any time during the calendar year, and the Employer 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.
- 15.05 In order to schedule vacations, at the Home, the current practice of using written requests for vacation time as guided by the following procedure will govern:
- (a) The Employer will post not later than October 1st in each year a blank vacation sheet covering the period January 1 to March 31st. Nurses wanting vacations shall indicate their preference for same on the sheet not later than October 15th of each year. The vacation periods requested shall be approved and posted not later than November 15th of each year.
 - (b) The Employer will post not later than January 1st in each year a blank vacation sheet covering the period April 1st to June 30th. Nurses wanting vacations shall indicate their preference for same on the sheet not later than January 15th of each year. The vacation periods requested shall be approved and posted not later than February 15th of each year.
 - (c) The Employer will post not later than April 1st in each year a blank vacation sheet covering the period July 1st to September 30th. Nurses wanting vacations shall indicate their preference for same on the sheet not later than April 15th of each year. The vacation periods requested shall be approved and posted not later than May 15th of each year.
 - (d) The Employer will post not later than August 1st in each year a blank vacation sheet covering the period October 1st to December 31st. Nurses wanting shall indicate their preference for same on the sheet not later than August 15th of each year. The vacation periods requested shall be approved and posted not later than September 15th.
- 15.06 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.

ARTICLE 16 – BENEFITS

16.01 Self Insurance Short-Term Disability Benefit

- (a) Under this plan, disability benefits, as per the schedule outlined below, commence on the 1st day of disability due to accident or sickness. Benefits are payable for a period of up to seventeen (17) weeks.

Length of Service	100% of Salary	66 ⅔ % of Salary
3 months but less than 1 year	1 week	16 weeks
1 year " " "	2 years 2 weeks	15 weeks
2 years " " "	3 years 3 weeks	14 weeks
3 years " " "	4 years 4 weeks	13 weeks
4 years " " "	5 years 5 weeks	12 weeks
5 years " " "	6 years 7 weeks	10 weeks
6 years " " "	7 years 9 weeks	8 weeks
7 years " " "	8 years 11 weeks	6 weeks
8 years " " "	9 years 13 weeks	4 weeks
Over 9 years	17 weeks	0 weeks

A person's entitlement to the receipt of one hundred percent (100%) of salary shall be based on a calendar year. As such, each eligible employee's allotment of one hundred percent (100%) salary reimbursement shall be automatically renewed on the first [1st] working day of each calendar year, provided that the employee is actively working for the Home on that day, or subsequently returns to active work for the Home.

Employees disabled and collecting short-term or long-term disability benefits on the first working day of each calendar year, would not be entitled to their new allotment of one hundred percent (100%) weeks until they have returned to work on a medically certified full-time basis and are completely able to perform all the material and substantial duties of their regular occupation.

If an employee runs out of one hundred percent (100%) weeks, there would always be up to seventeen (17) weeks of disability coverage at sixty-six and two-thirds percent (66 ⅔ %) of earnings for any unrelated disability, due to accident or sickness. Successive absences from work due to the same disability would be considered to be in the same period of disability unless separated by ten (10) consecutive working days.

(b) Medical Eligibility Requirement

A certificate from a duly recognized medical practitioner, stating that the employee is unable to perform his/her duties and indicating the probable duration of the illness would be required for any absence of more than three (3) consecutive working days, or for one (1) working day prior to or following a paid holiday, which is to be charged as sick leave. Failure to produce the required certificate(s) within five (5) working days of the date of disability may result in the uncertified days of absence being charged as leave without pay.

- (c) More than seven (7) days of accumulated uncertified absence within a calendar year shall be charged as sick leave without pay.
- (d) In any case of prolonged illness, the employee shall submit periodic reports as set out in 16.01 (b), as the Home may require.
- (e) The Home would, at its discretion, have the right to have any employee examined by a qualified medical practitioner mutually acceptable to the Home and the employee. Grievances arising from this clause may commence at Step #2 of the Grievance Procedure.

Note: Job related injuries would continue to be covered by Workplace Safety and Insurance Board and paid weeks would continue under the Short Term Disability Plan for up to seventeen (17) weeks in accordance with the employee's entitlement as provided in the schedule. In no case, will the employee receive less than the Home's recovery of base pay from Workplace Safety and Insurance Board. Termination of Workplace Safety and Insurance Board benefits after seventeen (17) weeks would result in the employee being placed on Long Term Disability provided the employee medically qualifies.

(f) Exclusions

This plan does not cover disabilities or claims resulting from:

- i) Any period of disability during a specified period of maternity leave of absence. (The maternity leave of absence for which benefits are not payable will be:
 - (A) any period of formal maternity leave taken by an employee pursuant to mutual agreement between the employee and the Home, or
 - (B) any period for which any employee is eligible, or would have been eligible upon proper application, to collect Employment Insurance Maternity Benefits.
- ii) any period of disability that commenced while an employee was not insured under this plan;
- iii) intentionally self-inflicted injuries;
- iv) war, service in the armed forces, or participation in a criminal act;
- v) any disability occurring while working for another employer or when compensated for work on a self employed basis.

(g) Continuation of Other Benefits While Disabled

All group benefits that are not eligible for waiver of premium provisions, such as Extended Health Care and Dental plans if applicable, would be discontinued after two (2) years of continuous Long Term Disability. In other words, the Home would continue to pay its portion of the premiums on behalf of a disabled benefits plus up to two (2) years while disabled and eligible for Long Term Disability benefits.

Vacation entitlement will continue when the employee qualifies and is receiving Short Term Disability benefits only.

(h) Job Security and Position Seceder

The employee's job and position will be held available when the employee qualifies and is receiving Short Term Disability benefits and/or Long Term

Disability benefits. (The norm ranges from one (1) to two (2) years.

(i) Long Term Disability Benefits

A benefit level of seventy percent (70%) of monthly earnings shall apply. Benefits would commence after a waiting period of seventeen (17) weeks, when Short Term Disability Benefits terminate. Terms of the Master Policy with the Insurance Company shall apply.

Statement of Intent

In order to go on LTD, the person must:

- (a) Be off work for seventeen (17) consecutive weeks with the same or unrelated illness or injury.
- (b) Be off work for a total of seventeen (17) weeks with the same illness or injury providing that the return to work was less than twenty (20) consecutive days.

Definitions

"Elimination Period" means that period of total disability during which benefits are not payable under this policy. The Elimination Period is seventeen (17) weeks.

"Total Disability" means that period of time during which the protected person is unable to perform each and every duty of her/his occupation and does not engage in any other occupation or employment for wage or profit, for which the protected person is reasonably qualified by education, training or experience. However, if the disability continues for more than the aggregate of the Elimination Period and twenty-four (24) months, it shall be defined thereafter as that period during which the protected person is unable to engage in any and every occupation or business for compensation or profit for which she/he is reasonably fitted by education, training or experience.

"Her/His occupation" means each and every occupation which the protected person is engaged in for wage or profit immediately prior to the date of disability.

"Rehabilitative Employment" means any occupation or employment for wage or profit for which the protected person is reasonably qualified by education, training or experience, engaged in by the protected person while unable to fully perform her/his occupation as a result of sickness or accidental bodily injury.

"Injuries" means accidental bodily injuries received while this policy is in force, and resulting in loss independently of a sickness and all other causes.

Waiver of Premium

If a protected person becomes totally disabled, payment of premiums is required for the duration of the Elimination Period. Thereafter, premium payments shall be waived for the protected person for the duration of the period during which this person is totally disabled and receiving benefits under this policy.

If the protected person returns to active full-time employment at the end of the period of disability, premium payments will again become due on the first day of the policy month following the date of her/his return to work.

16.02 The Employer agrees to pay billed premiums on behalf of all full-time nurses for the following:

- (a) Employer Health Tax;
- (b) Effective December 21, 2017 - 100% of the billed premium for major medical E.H.C., subject to 25/50 deductible. E.H.C. shall include three hundred and fifty dollars (\$350.00) hearing aid coverage, three hundred and fifty (\$350.00) vision care coverage for every twenty-four (24) months and one (1) eye exam per insured person every twenty-four (24) months.

Coverage for vision care can be applied to laser treatment expenses to the maximums provided. b

Effective February 1, 2012, for dependants under eighteen (18) years of age, two hundred and fifty dollars (\$250.00) vision care coverage for every twelve (12) months.

- (c) The Employer shall pay the full cost for group life insurance plan for all full-time nurses. The plan will include the following benefit provisions:
 - i) Coverage equal to one and one half (1½) times her/his annual rate of earnings rounded to the nearest five hundred dollars (\$500.00);
 - ii) Accidental Death and Dismemberment in the same amount as the life insurance;
- (d) Long Term Disability and Short Term Disability Plans carried by the Employer.
- (e) Dental Plan

The Employer agrees to provide the Green Shield 2B Dental Plan or its equivalent, with reimbursement based on the current year ODA schedule of fees minus three (3) years. The Employer agrees to pay one hundred percent (100%) of the monthly premium. The Dental Plan will carry a per calendar year deductible of fifty dollars (\$50.00) for family use and twenty-five dollars (\$25.00) for single use. Upon receipt of a Green Shield statement, indicating that the calendar year deductible has been satisfied, the Employer will reimburse the employee of fifty percent (50%) of the applicable deductible.

- (f) Effective December 21, 2017, major Restorative at 50/50 payment with \$2,000.00 maximum per person annually.
- (g) Benefits Age 65 and Older

Effective December 21, 2017, semi-private hospital insurance, extended health care benefits and dental benefits will be extended to active full-time

employees from the age of sixty-five (65) onward, on the same cost share basis as applies to those employees under the age of sixty-five (65).

(h) Benefits for Early Retirees

Effective December 21, 2017, the Employer will provide to all employees who retire (including disability retirements) and have not yet reached age 65, have twenty-five (25) years of continuous service, and are between the ages of 55 and 65, or meet the eligibility criteria of OMERS (e.g. the 90 factor) shall be eligible for the following coverage and the nurse will pay fifty percent (50%) of the premium cost:

- i) Extended health care
- ii) Life insurance

Semi-private coverage will be available and the nurse will pay 100 percent (100%) of the premium cost.

All benefits will cease when the retired nurse reaches age 65.

- i) Effective July 1, 2019, the Employer agrees to provide coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) for a total of eight hundred dollars (\$800.00) annually.

- 16.03 The Employer may substitute another carrier for any plan (other than Employer Health Tax Program) provided that the benefits are not decreased. Such substitution will not occur on less than sixty (60) days notice to the Association.
- 16.04 Part-time nurses, when eligible, may enrol in any of the benefits provided in Article 16.02 herein through payroll deduction with no Employer contribution.
- 16.05 The Employer agrees to provide the OMERS Pension Plan.
- 16.06 Part-time employees who return to work or continue to work after reaching the age of 65, will continue to receive a percentage in lieu of benefits as per the collective agreement.
- 16.07 If the Employer requires a nurse to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate. A medical certificate will include a certificate obtained from a nurse practitioner or physician's assistant.

This does not apply to notes required under Article 16.01 (c).

ARTICLE 17 - HOURS OF WORK

- 17.01 (a) The normal tour shall be composed of seven and one-half (7½) consecutive hours, exclusive of meal time, it being understood that at the change of the tour, there will normally be additional time required for reporting which will be considered to be part of the normal daily tour for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purpose of payment under Article 18.
- (b) There will be two (2) fifteen (15) minute paid rest periods, and one (1) thirty (30) minute unpaid lunch period in each tour. If a nurse is recalled to duty during the meal time or a rest period, equal additional time will be provided later in the tour.
- (c) When a nurse stays on duty for a second subsequent shift, she shall be provided with a meal or payment in lieu of such meal totalling six dollars (\$6.00) if the employer is not able to provide a meal.
- (d) For the purpose of clarity, four (4) hours or less of work equals a part or half (½) tour, while hours of work in excess of four (4) equals a full tour.
- (e) The regular daily tours of duty of a full-time nurse shall average five (5) days per week over the nursing schedule determined by the Employer.
- 17.02 (a) For the purposes of clarity, the tours of work shall be defined as follows for the Home:
- Day Tour - 0700 - 1500 hours
 Evening Tour - 1500 - 2300 hours
 Night Tour - 2300 - 0700 hours
- (b) Where there is a change to daylight savings time from Standard time or vice versa, an employee who is scheduled to work shall be paid for all actual hours worked.
- 17.03 (a) A nurse requesting specific tours on a permanent basis will be given consideration if convenient to the Employer to make such arrangement and shall continue only as long as it is convenient for the Employer. A nurse requesting removal from a permanent tour will be given consideration by the Employer.
- (b) The Employer will endeavour to schedule the same proportionate number of days, evening and night tours to each full-time and part-time nurse. The above to be accomplished over a reasonable period of time.
- (c) 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 Employer 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 18.02 for the hours worked outside of the previous tour for all tours subsequent to

the change. This clause shall not apply to part-time nurses requested to work time in addition to that set out in the posted schedule.

- (d) Requests for special days off are to be submitted in writing at least four (4) weeks in advance of posting.

During periods of time when schedules are posted a request for a 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 or exchange initiated by the nurse and approved by the Director of Care, shall not result in overtime compensation or payment.

- (e) Schedules may be posted to provide for more than five (5) consecutive days of work, but not more than seven (7) days of work without days off provided a total of 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.

- (f) i) For full-time nurses at least sixteen (16) hours' time off shall be scheduled between a change of tours of duty, and at least forty-seven (47) hours time off shall be scheduled following night duty when two (2) or more consecutive night tours are worked.

A shorter period of time between changes of tour may be scheduled, however, should these regulations not be adhered to, such nurse will be paid time and one-half (1½) for the first [1st] tour worked.

- ii) For part-time nurses at least twenty-three (23) hours off shall be scheduled following night duty of two (2) or more consecutive night tours worked.

A shorter period of time between changes of tour may be scheduled, however, should these regulations not be adhered to, such nurse will be paid time and one-half (1½) for the first tour worked, unless the part-time nurse on request of the Employer agrees to a shorter period of time. The nurse releases the Employer of the payment of one and one-half (1½) times for the first [1st] tour worked.

- (g) A nurse is entitled to at least one (1) weekend off in three (3). Should a nurse be required to work more than two (2) weekends in four (4) weekends, she/he shall be paid time and one-half (1½) her/his basic rate for the third [3rd] weekend and every successive weekend worked until a weekend is scheduled off.

A weekend off consists of fifty-five and one-quarter (55¼) consecutive hours off work during the period 1515 hours Friday until 0700 hours of the following Monday. A part-time nurse who is requested by the Employer and agrees to work additional weekends, releases the Employer of the payment of one and one-half (1½) times for such weekends worked.

- (h) The Employer will endeavour to avoid the scheduling of split tours as defined below:

- i) A split tour is hours worked but not consecutively in a twenty four (24) hour period.
 - ii) Split tours are any combination of the three (3) tours (days, evenings and nights) worked within one (1) work week.
- (i) A nurse on night tour shall receive her/his work weekend commencing at 0700 hours Friday and ending at 2300 hours Sunday.
 - (j) In scheduling on a long weekend where a holiday occurs on a Friday or Monday, the Employer will endeavour to have nurses either working the whole weekend or scheduled off the whole weekend.

17.04 Scheduling - Four (4) Hour Tours

- (a) Nurses shall be paid for four (4) hours, inclusive of one fifteen (15) minute paid break.
- (b) For all work performed in excess of three and three-quarter (3¾) hours when scheduled for four (4) hour tours, such time worked shall be compensated in accordance with Article 18.02 (a).

17.05 Upon receipt of a request for job sharing, the parties shall meet and the Employer shall make every effort to accommodate the request. The posted vacancy shall specify if full-time or Job Shared.

17.06 Individual Special Circumstance Arrangements

Notwithstanding Article 4, the Home and the Union may agree in certain circumstances, to adjust the schedule of an individual full-time employee who normally works seventy five (75) hours bi-weekly, to enable an average bi-weekly work assignment of sixty (60) to seventy five (75) hours.

- (a) Such an arrangement shall be established by mutual agreement of the Home and the Union and the employee affected. The parties agree that the arrangement applies to an individual, not to a position.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Home and the Union. The employee will retain full-time status, including but not limited to seniority and service.
- (c) Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.
- (d) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

ARTICLE 18 - PREMIUM PAY

- 18.01 (a) Nurses shall not be scheduled or required to work in excess of normally scheduled hours of work or days without consent.
- (b) Full time nurses will have the option of selecting compensating time off at the appropriate premium rate without loss of pay in lieu of the payment outlined in 18.02 herein over three (3) pay periods. Banked hours must be utilized over the following three (3) pay periods or such hours will be paid out at the appropriate premium rate.

18.02 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, subject to 17.01.
- (b) For all work performed by a full-time nurse on her/his scheduled days off.
- (c) As a result of any change in tours and/or days off as provided in Article 17.03 (c).
- (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/his third [3rd] and subsequent consecutive weekend worked until a weekend off is granted.
- (f) If a nurse is authorized to work in excess of the hours referred to in Article 17.01 (d), she or he shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate.
- (g) For all work performed by part-time nurses in excess of seventy-five (75) hours bi-weekly.

18.03 Overtime on a Premium Day

Where a nurse is required to work on a paid holiday or tour covered by any of the provisions of Article 18.02 (a) to (e) inclusive, for which she/he received time and one half (1½) her/his regular straight time rate of pay and she/he is required to work additional hours to her/his regularly scheduled tour, she/he shall receive one and one half (1½) times her/his overtime rate of pay for all additional hours worked.

18.04 When a nurse having left the premises of the Home is called back or called in, she/he shall be entitled to be paid at the premium pay rate with a four (4) hour minimum guaranteed at premium rate.

18.05 A nurse who is requested to come in when not previously scheduled and reports for work at the beginning of the tour shall receive a minimum of four (4) hours pay.

18.06 Cancellation of Part-time Nurses

Whenever the Employer wishes to cancel the work schedule or part thereof of a part-time nurse it shall give notice of the cancellation at least twenty four (24) hours in advance of the scheduled reporting time of the nurse. In the event of failure to comply with this provision the nurse shall receive pay as set forth in Article 18.05.

18.07 Any nurse who arrives up to two (2) hours after the commencement of a tour because of being called with less than one (1) hour notice before the commencement of the tour shall be compensated for the full tour. Otherwise the nurse shall receive compensation for the hours actually worked.

18.08 Stand-by And Call-In

- (a) i) An employee who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three (\$3.00) per hour for the period of standby scheduled by the Employer. Effective November 21, 2017, the standby pay shall increase to three dollars and thirty cents (\$3.30). Where such standby duty falls on a weekend or paid holiday, the employee shall receive standby pay in the amount of four (\$4.00) per hour. Standby pay shall, however, cease where the employee is called in to work.
- ii) When an employee is recalled to work after having left the premises of the Employer and reports to work outside of her regular hours, she shall be paid at time and one-half (1½) her regular rate of pay for all time worked prior to the commencement of her next scheduled shift with a guaranteed minimum of four (4) hours basic straight time pay.
- (b) The RN designated for standby duty shall be the RN on duty on the previous shift.
- (c) Employees will receive stand-by pay for the entire eight (8) hours of a designated shift or twelve (12) hours as identified.

ARTICLE 19 – EVALUATIONS

19.01 The formal evaluation shall not be used as part of the disciplinary procedure or disciplinary record. This shall apply to evaluations issued prior to and after the effective date of this Agreement.

19.02 Upon request to the Home's Administrator, a nurse may review her/his personal file once a year.

19.03 In the event of an investigation of a grievance involving discipline or promotion, a nurse may review her/his personal file.

- 19.04 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse twenty-four (24) months following receipt of such letter, suspension or other sanction. This provision will be deemed to have been met for any current reprimand, suspension or other such sanction as of the date of ratification and such documentation will be removed from the files of all nurses.

ARTICLE 20 - BULLETIN BOARDS

- 20.01 The Employer shall provide space on the Nursing Department bulletin board in each Home, for the sole use of the Association.

ARTICLE 21 – MISCELLANEOUS

- 21.01 A copy of this Contract, in booklet form, will be photocopied, paid for and issued by the Employer to all nurses covered by the Agreement.

- 21.02 When a nurse is unable to attend to work due to inclement weather, she or he will be entitled to substitute a vacation day, stat day, or banked time.

- 21.03 Pay Days

Wages shall be paid on applicable Fridays on a bi-weekly basis. Payroll deposit advice documents shall be available from their Department office or supervisor at any time after twelve noon.

- 21.04 When it has been medically determined that a nurse is unable to return to full duties of her/his position due to a disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and the Local representative to discuss the circumstances surrounding the employee's return to suitable work as per the County of Grey's modified work program.

- 21.05 Whistle Blowing Protection

Provided a nurse has followed reasonable policies or procedures issued by the Employer concerned to protect the Employer's entitlement to investigate and address any allegation of wrongdoing, nurses will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations, including those related to patient advocacy.

ARTICLE 22 - RIGHTS, PRIVILEGES

- 22.01 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 hereto-before shall remain in effect for the life of this Agreement.

ARTICLE 23 – DURATION

23.01 This Agreement shall be effective from April 1, **2018** for Grey Gables, and shall continue in full force and effect up to and including the 31st day of March **2020**. If either party desires to modify or amend this Agreement, it shall give the other party notice in writing not earlier than ninety (90) days before expiry date of its election to do so.

ARTICLE 24 – COMPENSATION

24.01 (a) Full-time and part-time nurses shall be paid in accordance with the rates as set out in Appendix 3 attached to and forming part of this Agreement.

Hereinafter salary rates shall be adjusted to reflect any increase(s) negotiated or awarded provincially to hospital nurses. Any such increase shall be effective on the same date(s) as they would be effective for hospital nurses to maintain hospital parity.

(b) Part-time nurses shall be paid in accordance with the rates set out in Appendix 3 attached to and forming part of this Agreement, and includes thirteen percent (13%) in lieu of benefits.

The daily rate for part-time nurses shall be paid in accordance with the following formula:

Hourly rate of corresponding full-time increment level + thirteen percent (13%)

For those nurses who participate in the OMERS Pension Plan the following formula shall apply:

Hourly rate of the corresponding full-time increment level + nine percent (9%)

The percentage included in the part-time daily rate shall be in lieu of fringe benefits (being all benefits paid to or on behalf of a nurse, save and except salary, vacation pay, holiday pay, tour differential, call-back guarantee, reporting pay, responsibility allowance, court attendance, bereavement pay, and educational allowance).

24.02 (a) A full-time nurse shall advance to the next increment on her/his anniversary date of employment. Years and part years to the signing of this Agreement shall be included for the purpose of slotting nurses at their appropriate level on the salary grids and for the purpose of calculating further advancement on the grid.

A full-time nurse absent without pay from the Home exceeding thirty (30) continuous calendar days within any twelve (12) month period, her/his increment increase date will be extended by the length of such leave of absence in excess of thirty (30) continuous calendar days.

- (b) A part-time nurse shall advance to the next increment on the salary scale immediately on completion of each two hundred (200) paid tours in the employ of the Employer.

Paid tours prior to signing of this Agreement shall be included for the purpose of slotting nurses at their appropriate level on the salary grid, and for the purpose of calculation of further advancement on the grid.

Holiday pay is included in the percentage in lieu of benefits.

24.03 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.

24.04 (a) When a full-time nurse is promoted to a higher classification she/he shall receive an increase in salary and be placed in the corresponding step in the new classification and her/his anniversary date shall be retained.

- (b) When a part-time nurse is promoted to a higher classification she/he shall receive an increase in salary and be placed in the corresponding level in the new classification and her/his accumulated tours shall be retained.

24.05 Transfer in Status

A full-time nurse whose status is changed to part-time will assume her/his same level on the part-time grid and vice-versa. A nurse shall receive full credit for all paid hours since the last increment advancement.

24.06 Nurses shall receive recognition for previous experience as follows:

- (a) One (1) year recognition for one (1) year service as a Registered Nurse for the purposes of placement on the wage scale.
- (b) If a period of more than two (2) years has elapsed since the nurse has occupied a nursing position, then the number of increment levels to be paid, if any, shall be at the discretion of the Employer.
- (c) No nurse who has received recognition for past experience prior to the signing of this Agreement superior to the conditions in (a) and (b) shall be disadvantaged. Any nurse who is covered by this Agreement and did not receive recognition for past experience shall receive recognition in accordance with this Agreement.

24.07 Nurses who have completed at a Canadian University or Community College, a degree or a diploma course in Gerontology, will receive thirty dollars (\$30.00) a month in addition to their regular salary.

24.08 A nurse who is requested to substitute temporarily in the greater classification where that classification is excluded from the Bargaining Unit, may refuse to do so, but if she/he consents she/he shall be deemed to be covered by the Collective Agreement

and shall be compensated at the rate of five per cent (5%) of her/his regular rate of pay in addition to her/his regular earnings.

24.09 (a) Tour Differential

Effective November 21, 2017, a nurse working evenings shall be paid a shift premium of two dollars (\$2.00) per hour for each hour worked outside the normal hours of the day shift between the hours of 1500 and 2300 hours.

Effective November 21, 2017, a nurse working the night shift shall be paid a shift premium of two dollars and ten cents (\$2.10) per hour for each hour worked between the hours of 2300 and 0700 hours.

(b) Weekend Premium

Effective November 21, 2017, the weekend premium shall be two dollars and fifteen cents (\$2.15) for all hours worked between 2300 hours Friday and 2300 hours Sunday.

24.10 Charge Pay

Whenever a nurse is assigned additional responsibility to direct, supervisor or oversee work of nurses, and/or be assigned overall responsibility for resident care on the unit, ward, or area, for a tour of duty, she/he shall be paid a premium of one dollar and fifty cents (\$1.50) per hour in addition to her/his regular salary and applicable premium allowance.

24.11 Nurses who are required to use their own vehicles for transportation during normal working hours or for the purposes of education or in-service, shall be compensated as per corporation policy. Changes to corporate policy will be communicated to the bargaining unit prior to implementation.

ARTICLE 25 – RETROACTIVITY

25.01 Except as specifically specified otherwise in this Collective Agreement, all nurses in the Bargaining Unit as of June 1st are entitled to retroactivity of all items of this Agreement which affect money payments by the Employer to individual nurses retroactive to the said dates.

For those nurses who are no longer in the employ of the Employer, the Employer shall give notice of their entitlement to retroactive increases by ordinary mail to the last place of residence recorded with the Employer. The Employer will provide the Association with a copy of each such notice sent. Former nurses will have thirty (30) days from the date of notification to claim retroactivity failing which individual claims will be deemed to have been abandoned.

Retroactive payments shall be made to all nurses currently in the employ of the Employer not later than six (6) weeks following written notice of ratification of the Agreement by the Association to the Employer and in the case of those nurses no longer in the employ of the Employer retroactive payments shall be made not later than six (6) weeks following the date on which the former nurse claims his or her retroactivity. Failure of the Employer to make retroactive payments within the above-stipulated time limits will result in interest charges applied to retroactive payments to compensate nurses for the delay in receiving their wage increases.

In the event interest is payable under the preceding paragraph, it shall be included (as defined in the *Courts of Justice Act*, S.O. 1984, c. 11) in the retroactive payment, interest calculated at the prime rate on fifty percent (50%) of the total of retroactivity accumulated as of the date of payment.

ARTICLE 26 - EMPLOYEES' STAFF ASSOCIATION

- 26.01 Full-time and part-time nurses after the probationary period shall become members in the "Staff Association" to accommodate the organization of staff social events, to discuss general concerns, to keep in touch with those who are sick and to offer condolences to bereaved staff members. Dues as determined by the "Staff Association" shall be deducted from salary.

SIGNING PAGE

Dated at _____, Ontario, this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

APPENDIX 3**SALARY SCHEDULES**Inservice and Staff Development Coordinator

	Effective April 1, 2018	Effective April 1, 2019
Start	\$32.42	\$32.98
1 Year	\$32.89	\$33.47
2 Years	\$33.44	\$34.03
3 Years	\$35.08	\$35.70
4 Years	\$36.76	\$37.40
5 Years	\$38.83	\$39.51
6 Years	\$40.90	\$41.62
7 Years	\$42.99	\$43.75
8 Years	\$46.04	\$46.84
25 Years	\$46.86	\$47.68

Registered Nurse – Full Time

	Effective April 1, 2018	Effective April 1, 2019
Start	\$32.66	\$33.23
1 Year	\$32.81	\$33.39
2 Years	\$33.36	\$33.94
3 Years	\$35.00	\$35.62
4 Years	\$36.66	\$37.30
5 Years	\$38.72	\$39.40
6 Years	\$40.80	\$41.52
7 Years	\$42.89	\$43.64
8 Years	\$45.94	\$46.75
25 Years	\$46.76	\$47.57

APPENDIX 3**SALARY SCHEDULES****Registered Nurse – Part-Time (13% in lieu of benefits)**

	Effective April 1, 2018	Effective April 1, 2019
Start	\$36.91	\$37.56
1 Year	\$37.08	\$37.73
2 Years	\$37.70	\$38.36
3 Years	\$39.56	\$40.25
4 Years	\$41.42	\$42.15
5 Years	\$43.75	\$44.52
6 Years	\$46.11	\$46.91
7 Years	\$48.47	\$49.32
8 Years	\$51.92	\$52.83
25 Years	\$52.83	\$53.75

Registered Nurse – Part-Time (9% in lieu of benefits)

	Effective April 1, 2018	Effective April 1, 2019
Start	\$35.60	\$36.22
1 Year	\$35.76	\$36.39
2 Years	\$36.36	\$37.00
3 Years	\$38.16	\$38.82
4 Years	\$39.95	\$40.65
5 Years	\$42.21	\$42.95
6 Years	\$44.47	\$45.25
7 Years	\$46.76	\$47.57
8 Years	\$50.08	\$50.96
25 Years	\$50.96	\$51.86

INDEPENDENT COMMITTEE ASSESSMENT CHAIRPERSONS

The following nurses have allowed their names to stand as Chairpersons - Nursing Assessment Committees - in the above named sector:

Carol Anderson
16151 Old Simcoe Rd.,
Port Perry, ON L9L 1P2
Tel: 905-982-1366
E-mail: carola@bell.net

Judith A. Peterson
5 Pod's Lane
Oro Medonte, ON L0L 2L0
Tel: 705-853-6569

Please remember that this is not a rotating panel as in the hospitals. You must contact these persons individually when necessary to establish a panel.

Please advise the Nursing Practice Officer when and where they accept their individual nominations.

**ONA/LONG-TERM CARE PROFESSIONAL RESPONSIBILITY
WORKLOAD (PRW) REPORT FORM**

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

SECTION 1: GENERAL INFORMATION

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

Employer: _____ Unit//Floor/Pod: _____

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

Date of Occurrence: Day | Month | Year Time: _____ 7.5 hr. shift 11.25 hr. shift Other: _____

Is this a Specialty Unit? Yes No

Name of Supervisor/Charge Nurse: _____ Date/ Day | Month | Year
Time notified: _____

SECTION 2: DETAILS OF OCCURRENCE

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

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

SECTION 3: WORKING CONDITIONS

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

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

Agency/Registry RN: Yes No And how many? _____
 Junior Staff*: Yes No And how many? RN _____ RPN _____
 PSW _____ Temp RNs _____
 RN Staff Overtime: Yes No If yes, how many staff? _____ Total Hours: _____

**as defined by your unit/floor/pod*

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

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

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

Were you working in a Charge Nurse Leadership Role? Yes No

i) Assigning:

Could you assign staff according to their abilities? Yes No
 Did you have time to determine what staff was most likely to need your help? Yes No
 Did you have time to provide necessary support and supervision? Yes No

ii) Communication:

Could you regularly check in with staff during the shift to identify the need for support? Yes No
 Are there clear roles and responsibilities? Yes No
 Are there decision trees, current care plans etc. to assist the CN to quickly identify problems, decide on follow-up action, and who will take that action based on the roles and responsibilities? Yes No
 Have you notified compliance? Yes No

iii) Leadership/Supervision:

Were you given enough time, opportunity, tools and resources to properly supervise? Yes No
 Did you need to stop an unsafe situation? Yes No
 If yes, did this include intervening or taking over the care of a resident? Yes No

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

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

SECTION 4: NURSE/RESIDENT/ENVIRONMENT CARE FACTORS CONTRIBUTING TO THE CONCERN/ISSUE

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

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

Number of residents on infectious precautions _____ Type of Precautions: _____

of Admissions _____ # of Deaths _____ # of Transfers to Hospital _____

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

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

Communication/Process Issues Home in enhanced compliance monitoring

Drs. Days Non-Nursing Duties. Please specify:

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

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

SECTION 5: REMEDY

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

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

SECTION 6: RECOMMENDATIONS

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

Inservice

Orientation

Review nurse/resident ratio

- Change unit layout
- Adjust RN staffing
- Input into how compliance recommendations are implemented
- Change Start/Stop times of shift(s). Please specify:
- Float/casual pool
- Adjust support staffing
- Review policies & procedures
- Replace sick calls/LOAs, etc.

Equipment/Supplies. Please specify:

Other. Please specify:

SECTION 7: EMPLOYEE SIGNATURES

Signature: _____ Phone # / Personal E-mail: _____

Signature: _____ Phone # / Personal E-mail: _____

Signature: _____ Phone # / Personal E-mail: _____

Signature: _____ Phone # / Personal E-mail: _____

Date _____

Submitted: _____

SECTION 8: MANAGEMENT COMMENTS

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

Yes No If yes, date: _____

Provide details:

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

SECTION 9: RESOLUTION

Is the issue resolved? Yes No

If yes, how is it resolved?

If no, please provide the date in which you forwarded this to Labour-Management. _____

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

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

Dated: _____

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

ONA/LONG-TERM CARE PROFESSIONAL RESPONSIBILITY – WORKLOAD REPORT FORM GUIDELINES AND TIPS ON ITS USE

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

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

PROBLEM SOLVING PROCESS

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

TIPS FOR COMPLETING THE FORM

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

LETTER OF UNDERSTANDING FOR MINIMUM STAFFING

Between:

GREY COUNTY (GREY GABLES HOME FOR THE AGED)
[hereinafter referred to as the "Employer"]

And:

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

Staffing shall be maintained at a minimum of one RN per 24/7 coverage as per Ministry guidelines.

RENEWED AT Markdale, ONTARIO, THIS 1ST DAY OF NOVEMBER, 2010.
Signed and Renewed at Owen Sound, Ontario, this _day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

LETTER OF UNDERSTANDING FOR TWELVE (12) HOUR SHIFTS (EXTENDED TOURS)

Between:

GREY COUNTY (GREY GABLES HOME FOR THE AGED)

And:

ONTARIO NURSES' ASSOCIATION

The Employer and the Union may agree to implement extended tours or hybrid schedule (mix of extended and normal tours). For clarity, a hybrid schedule may include extended tours on weekends and normal tours during the week. The following will apply:

- (a) Each facility/unit must have sixty-six and two thirds percent (66 $\frac{2}{3}$ %) agreement of the full-time and part-time employees who work in the facility/unit.
- (b) Each Home must have the majority agreement of the full-time and part-time employees who vote on the issue to agree on a trial period of up to six (6) months.
- (c) Once the trial period is complete, each Home must have a minimum of (66 $\frac{2}{3}$ %) agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.

For nurses working extended tours, a regular day tour shall be comprised of 11.25 paid hours, which shall include forty-five (45) minutes of paid break time, and forty-five (45) minutes of unpaid break time.

Scheduling

The following scheduling provisions shall apply to all nurses working extended tours as follows:

- (a) No more than three (3) consecutive extended tours shall be scheduled.
- (b) At least 11.25 hours time off will be scheduled between shifts.
- (c) A weekend is defined as a minimum of five (5) consecutive extended tours off, which shall commence no later than 1930 hours Friday. It is understood that nurses will not be required to report back to work from a regularly scheduled weekend off prior to 0700 hours Monday.
- (d) The Home will not schedule split shifts.

A nurse may not be required to change tours of duty more than once during a week.

The Home will not change a posted schedule with less than forty-eight (48) hours notice, unless by mutual agreement.

- (e) A least forty-eight (48) consecutive hours off shall be scheduled following night duty. A shorter period of time between changes may be agreed upon by mutual consent.
- (f) The Home will provide at least every second [2nd] weekend off.
- (g) If the nurse is required to work on a second [2nd] consecutive and subsequent weekend, she/he will receive premium payment as defined in the Collective Agreement, for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:
 - i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse;
 - ii) Such nurse has requested weekend work; or
 - iii) Such weekend is worked as a result of an exchange with another nurse.

DATED AT MARKDALE, ONTARIO, THIS 21ST DAY OF DECEMBER , 2006.
 Renewed at Owen Sound, Ontario this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

 Labour Relations Officer

LETTER OF UNDERSTANDING FOR VIOLENCE IN THE WORKPLACE

Between:

GREY GABLES HOME FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

The parties agree to assemble Health and Safety committee representatives in each Long Term Care home to review current wording and procedures, and to recommend best practices relating to Article 10.04 Violence in the Workplace, no later than 90 days following ratification or release of an award for a renewal Collective Agreement.

Signed and dated at Owen Sound, Ontario, this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

LETTER OF UNDERSTANDING FOR EARLY RETIREMENT

Between:

GREY GABLES HOME FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

The Union reserves the right to request consideration of Early Retirement Incentives should the Employer implement a lay-off, reduction of work or any form of merger of existing homes or services that affect ONA members.

Signed and dated at Owen Sound, Ontario, this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

LETTER OF UNDERSTANDING FOR DRUG REFORMULARY

Between:

GREY GABLES HOME FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

The Union and management will continue to engage in discussions regarding drug reformulary plans, should they be implemented on a corporate-wide basis.

Signed and dated at Owen Sound, Ontario, this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

LETTER OF UNDERSTANDING FOR HARMONIZATION OF BENEFITS BETWEEN HOMES

Between:

GREY GABLES HOME FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

The parties agree to enter into discussions regarding equalization of benefits at all three (3) homes.

Signed and dated at Owen Sound, Ontario, this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

