

COLLECTIVE AGREEMENT

Between:

**CORPORATION OF THE COUNTY OF LAMBTON
(NORTH LAMBTON LODGE and LAMBTON MEADOWVIEW VILLA)**
(Hereinafter referred to as "the Corporation")

And:

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

Expiry Date: March 31, 2018

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment conditions as set out herein between the Corporation and the members of the bargaining unit employed therein.

ARTICLE 2 – RECOGNITION

- 2.01 The Corporation recognizes the Ontario Nurses' Association as the exclusive bargaining agent of all Registered Nurses and Temporary Class Nurses employed in a nursing capacity by the Corporation of the County of Lambton (Lambton Meadowview Villa, Petrolia, and North Lambton Lodge, Forest) save and except Administrators and/or Supervisors.
- 2.02 All references to Employee Representatives, Officers and Committee Members of the Association in this Agreement shall be deemed to mean Employee Representatives, Officers and Committee Members of the Association's duly chartered Bargaining Unit in Local namely, Local #019 O.N.A., unless otherwise indicated. It is understood that such Representatives and Committee Members will be Employees of the Corporation.
- 2.03 For the purpose of interpretation whenever used herein, the feminine gender shall mean and include the masculine and vice-versa.
- 2.04 (a) No person outside the bargaining unit shall perform work normally performed by members of the bargaining unit except:
- i) in cases of emergency
 - ii) when instructing other Employees;
 - iii) when performing experimental work;
 - iv) when regular Employees are not available due to being late for work or absent from work; or
 - v) in other circumstances, upon obtaining consent of the Association.
- (b) It is recognized that there is frequently overlap in work performed by members of the bargaining unit and RPN's. The Employer agrees it shall not reduce the ratio of bargaining unit RN's in the Homes below the agreed 3 FTE (Full-time RN's and 7 FTE RPN's for Meadowview Villa and 3 FTE RN's and 2 FTE RPN's for North Lambton Lodge. Where such ratio is reduced due to resignation, retirement, or termination, the Employer will restore the ratio as soon as possible in accordance with the following paragraph.
- (c) Where an RN vacancy occurs, the Home will post and fill the position on a permanent basis, and will endeavour to do so within eight (8) weeks. Until the position is permanently filled, it will be work allocated to part-time RN's in the bargaining unit.

- (d) Nothing in this provision shall be construed to allow persons employed in a management capacity outside the bargaining unit to perform the work of bargaining unit members, except in accordance with (a) above.

ARTICLE 3 – DEFINITIONS

- 3.01 The term "Nurse" is used to describe a Registered or Temporary Class Nurse in the employment of the Corporation in either of the Homes.
- 3.02 A full-time Nurse is a Nurse who is regularly scheduled to work the normal full-time hours referred to in Article 14.01 (a).
- 3.03 A part-time Nurse is defined as a Nurse who is scheduled on an average less than the normal full time hours referred to Article 14. 01 (b).
- 3.04 A Registered Nurse is defined as a person who holds a General Certificate of Registration with the College of Nurses of Ontario, in accordance with the *Regulated Health Professions Act* and the *Nursing Act*. A Registered Nurse is required to present to the Director of Nursing and Personal Care before February 15th of each year her current Certificate of Registration.
- 3.05 A Nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act 1991* and its Regulations must obtain her General Certificate of Registration prior to the expiry of her Temporary Certificate. If the Nurse fails to obtain her General Certificate of Registration prior to the expiry of her Temporary Certificate of Registration, but in any case not longer than two (2) years from her date of hire, she will be deemed not qualified and she will be terminated from the employ of the Home. Such termination shall not be subject matter of grievance or arbitration.
- 3.06 "Shift" - Where the word "shift" is used in this Agreement it is to be construed to mean the scheduled shift of the Employee concerned.
- 3.07 Pay Days
The regular pay day shall be every second Thursday during the term of this agreement and the Corporation will make every effort to have pays in the Employee's bank account by Thursday morning of a pay week. The Employer will provide ninety (90) days written notice to the Association and affected Employees of any change to the biweekly schedule of pay deposits.
- 3.08 (a) "Home" shall mean the North Lambton Lodge or the Lambton Meadowview Villa Home for the Aged.
(b) "Homes" shall mean the North Lambton Lodge and the Lambton Meadowview Villa Home for the Aged.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive function of the Corporation to:
- (a) Maintain order, discipline, and efficiency.

- (b) Hire, promote, demote, transfer, discipline or suspend Employees, to discharge any Employee for proper cause, provided that a claim by an Employee who has completed her probationary period that the discharge was without proper cause may be the subject of a grievance and dealt with as hereinafter provided.
- (c) Operate and manage its operations in all respects in accordance with its commitments and responsibilities, decide on the number of Employees needed, establish job qualifications, the schedules of work, decide on regular and overtime assignments of work, work methods, and the extension, curtailment or cessation of operations.

4.02 The Corporation agrees that any authority exercised under this Article will be exercised in a fair and reasonable manner consistent with this Agreement.

ARTICLE 5 – STRIKES AND LOCKOUTS

5.01 The Association agrees that there shall be no strikes and the Corporation agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words "strikes" and "lockouts" shall be as defined in the *Labour Relations Act*.

ARTICLE 6 – DISCRIMINATION

6.01 It is agreed that there will be no discrimination or harassment by either party or by any of the Nurses covered by this Agreement on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability or any other factor which is not pertinent to the employment relationship. Ref: Ontario Human Rights Code.

6.02 The Corporation and the Association agree that there should be no discrimination, restraint, or coercion against any Nurse because of membership or non-membership in the Association

6.03 Every person has a right to be free from,

- (a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- (b) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.

6.04 A Nurse who believes that she has been harassed contrary to this provision may file a grievance under Article 9 of this agreement.

NOTE: "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

ARTICLE 7 – ASSOCIATION SECURITY

- 7.01 The Employer shall deduct from each Nurse earning wages in a month a sum equal to the monthly Association dues. The Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association monthly, by the fifteenth (15th) of the following month, its cheque for the dues so deducted, along with a list of names of the Nurses and the amount of such deduction for each Nurse. Each list shall show the Social Insurance Number of each Nurse, and the initial list shall contain the address of each Nurse. A copy of this list will be forwarded to the Bargaining Unit President. Such addresses will thereafter be provided annually at the time of the T-4 distribution.
- 7.02 The Association shall indemnify and save harmless the Corporation with respect to all dues so deducted and remitted.
- 7.03 The Association shall notify the Corporation from time to time as changes occur of the amount of the Association's monthly dues.
- 7.04 The Corporation agrees that an Officer of the Association or Employee Representative will be allowed one period up to a maximum of fifteen (15) minutes during regular working hours to interview newly hired Nurses.
- 7.05 The Employer shall provide each Nurse with a T4 Supplementary Slip, showing the dues deducted in the previous year for Income Tax purposes.

ARTICLE 8 – REPRESENTATION

- 8.01 For purposes of the administration of this Collective Agreement, the Corporation agrees to recognize the following Employee Representatives of the Association:
- (a) Three (3) Employee Representatives in each Home to assist Nurses in the presentation of a grievance under Article 9 of this Agreement.
 - (b) A Negotiating Committee of up to three (3) Nurses, i.e., one from each Home plus the President of the Bargaining Unit.
 - (c) A Grievance Committee of two (2) Nurses.
 - (d) An Association/Management Committee which shall be composed of four (4) members of the Association to meet with four (4) Representatives of the Corporation. Other parties (i.e. ONA Labour Relations Officer, Human Resources Representatives(s), General Manager etc.) may be invited to attend at the request of either the Association or Corporation. The purpose of this Committee is to discuss matters of mutual concern relating to nursing and the provision of the best possible nursing care.
- Meetings of this Committee will be at the request of either party and a proposed agenda would be supplied. The duties of the chair and the secretary shall alternate between the parties. Minutes shall be maintained of matters discussed and posted on the Union Bulletin Board.
- (e) Where the Employer creates a resident focused Committee, that involves nursing care, the Employer will appoint a Nurse as a member of that committee.

(f) Joint Occupational Health and Safety Committee

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

i) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent accident/injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.

ii) A joint management and employee health and safety committee shall be established 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.

As a member of the Joint Occupational Health and Safety Committee the parties will have input in creating solutions to promote health and safety in the Home. The Home will ensure adequate stocks of PPE (example, N95 respirators), in case of a pandemic outbreak.

iii) The Joint Occupational Health and Safety Committee shall be established which is composed of an equal number of Employees (one ONA representative) and Employer Representatives. The committee shall normally meet every three months or more frequently if the committee decides for jointly monitoring, inspecting, investigating and reviewing health and safety conditions and practices.

Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Association. Minutes of the meetings shall be posted on the workplace health & safety bulletin board. The responsibility for chairing meetings and for Minutes shall be determined by the Committee.

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

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

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

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

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

ONA will provide the Corporation with a list of its JOHSC representatives. This list will be revised when changes occur.

- 8.02 The Association agrees that the Employee Representatives have their regular duties to perform on behalf of the Corporation 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 Corporation will pay Employee Representatives designated in sub-clauses 8.01(a), (b), (c), (d), and (e) above, for all time spent in meetings with Management during the Employee's scheduled working hours.
- 8.04 Pay During Negotiations
 - (a) Members of the Negotiating Committee shall be excused from scheduled work during the shift immediately preceding, during or following any shift in which negotiations between the Corporation and the Ontario Nurses' Association have occurred. Said members should not suffer any loss of pay or seniority for such day, up to and including arbitration.
 - (b) It is recognized that members of the Negotiating Committee are responsible for advising their Supervisor of impending absences because of scheduled meetings.
- 8.05
 - (a) The Association will provide the Corporation with a list of its Officers, Employee Representatives and Committee Members and the Corporation will not be required to recognize such persons until the list is provided. This list will be revised when changes occur.
 - (b) The Corporation will, in January each year, provide the Association with a list of the names of the County Labour Negotiating Committee. This list will be revised when changes occur.
- 8.06 Upon mutual agreement of the parties to this Agreement, Representatives of the Ontario Nurses' Association who wish access to the Home(s) for the purpose of discussing Association business with the Corporation, such as investigating grievances, attending meetings or otherwise assisting in the administration of this Agreement, will be given permission for such access from the General Manager, Long-Term Care, or his/her Representative.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURES

9.01 (a) The parties to this Agreement agree that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

(b) Adjustment of Complaints

It is the mutual desire of the parties that complaints of the Nurses shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until the Nurse has first given the Director of Nursing and Personal Care or his/her Designate, an opportunity of adjusting the complaint. No incident or document shall be used against the Nurse unless she was informed of it in a timely manner.

If a Nurse has a complaint, she may, with the assistance of an Employee Representative, discuss it with the Director of Nursing and Personal Care, or his/her Designate, within ten (10) working days of the time the circumstances arose or of the time the Nurse ought reasonably to have become aware of the circumstances giving rise to the complaint. The Director of Nursing and Personal Care, or his/her Designate, will give a decision to the Nurse within ten (10) working days following such discussion and, failing settlement, it may be taken up as a grievance in writing within ten (10) working days following receipt of the Director of Nursing and Personal Care's, or his/her Designate's, decision.

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

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

Step No. 1

A Nurse, who may have the assistance of an Employee Representative, may present a grievance in writing within ten (10) working days of the circumstances giving rise to it to the Administrator, who shall render a decision in writing within ten (10) working days following the day on which the grievance was submitted. If this decision is unsatisfactory, Step No. 2 may be invoked within ten (10) working days from receipt of the Administrator's, reply.

Step No. 2

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

Step No. 3

The grievance to be referred by either the Employee concerned or the Bargaining Unit President to the Corporate Manager of Human Resources who shall meet with the Association's Grievance Committee within ten (10) working days of such referral.

If final settlement has not been reached within ten (10) working days after deliberations have commenced at this Step, the grievance may then be referred to Arbitration by either party.

9.03 Policy Grievance

- (a) Where a dispute involving a question of general application or interpretation occurs or the Association has a grievance which cannot, because of its scope or subject, be processed as an Employee grievance under Step No. 1, such a question or grievance may be directly submitted to the 2nd Step of the Grievance Procedure as outlined within ten (10) working days after the circumstances giving rise to it occurred or originated therein bypassing any prior step of the Procedure.
- (b) The Corporation shall have the right to lodge a grievance with the Association concerning the general application or interpretation or alleged violation of any provisions of this Agreement. The grievance shall first be presented in writing to the Bargaining Unit President and a meeting will be held within ten (10) working days between Representatives of the Corporation and the Association. The grievance shall be answered by the Association within ten (10) working days of such meeting. If the decision is not satisfactory, the grievance may be submitted to Arbitration as defined in this Article.

9.04 Group Grievance

Where a number of Nurses have similar grievances, they may present a group grievance in writing to the Administrator or his/her Designate within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the Nurse(s). The group grievance shall be processed beginning at Step No. 1 of the grievance procedure.

9.05 Suspension or Discharge

- (a) Should the Employer discharge or suspend any Nurse(s), notification by the Employer to such Nurse(s) shall be made in the presence of a representative from the Grievance Committee. The Nurse(s) and the Association shall be provided with written reasons (within seven (7) days) for the discharge or suspension, except as provided in Article 10.01(a). Should the Nurse(s) or the Association wish to file a grievance against this action it shall be reduced to writing and filed within ten (10) working days under Step No. 2 of the Grievance Procedure.
- (b) All other grievances concerning discipline may be processed commencing at Step No. 1.
- (c) Any letter of reprimand or discipline shall remain on the file for no longer than twelve (12) months.

- 9.06 (a) While the time limits set forth in the Grievance Procedure may be extended at any time upon the mutual agreement of the Corporation and the Association, should any grievance not be submitted within the time limits specified in this Article, it shall be considered to have been settled on the basis of the Corporation's last reply. If no written answer has been given to

the grievance within the time limits specified, the Employee shall be entitled to submit the grievance to the next stage including arbitration.

- (b) The time limits as set forth in the Grievance and Arbitration Procedures are calculated exclusive of Saturdays, Sundays and Paid Holidays as set out in Article 12 herein.

9.07 Arbitration

- (a) 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 the 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 appointee to an arbitration board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees shall within seven (7) working days appoint a third person to act as Chairman. If the two (2) appointees fail to agree upon a Chairman within five (5) days, 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 allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any Nurse 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.

- (b) Both parties of this Agreement agree that unsettled grievances concerning:

- i) job postings;
- ii) entitlements to leaves;
- iii) premiums and overtime;
- iv) scheduling issues;
- v) recent related experience claims and
- vi) any other grievance issues the parties agree to refer,

shall be referred to a Sole Arbitrator, at the request of either party, following the time frames defined in 9.07 (a) above. The parties shall agree to designate an Arbitrator within fourteen (14) working days of the receipt of the final grievance response.

9.08 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9.09 Each of the parties hereto will jointly bear the expense and fees of the Chairman of the Arbitration Board.

9.10 The Board of Arbitration will not have the authority to alter, modify or amend any part of this Agreement.

ARTICLE 10 – JOB SECURITY

10.01 (a) Newly hired full and part time employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours worked,

from the date of hiring. The probationary period may be extended by mutual consent. During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge.

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

After completion of the probationary period, seniority for full-time Employees shall be effective from the last date of employment at the Home where the Employee works, and for part-time Employees according to the length of time worked at the Home where the Employee works as calculated in paragraph (b) of this section.

The parties' mutual understanding of the pre-existing Article is that it does not encroach upon hours of work of specially posted positions, but that incumbents of those positions are not hereby disentitled from access to additional shifts to achieve equity.

- (b) Seniority for part-time Employees shall be determined on the basis of actual hours worked by converting such hours into years. For the purpose of conversion, fifteen hundred (1500) hours worked shall be considered as one (1) seniority year.

Part-time Employees assigned temporarily to full-time positions will not normally be scheduled to work more than seventy-five (75) hours in any biweekly pay period. If such part-time Employees are scheduled to work more than seventy-five (75) hours in any biweekly pay period or authorized to work overtime while temporarily assigned to such full-time positions then such Employee shall accumulate seniority on a pro rata basis based on seventy-five (75) hours worked.

- (c) Seniority shall be retained by a Nurse when she transfers from full-time to part-time and vice-versa as a result of the application of clause 10.04. Where it is necessary to convert seniority as a result of such transfer, the equivalent of one (1) full-time year of seniority shall be fifteen hundred (1500) part-time hours worked.

10.02 Seniority lists of Nurses covered by this Collective Agreement shall be as follows:

The Corporation shall maintain separate seniority lists for full-time Employees and for part-time Employees in each Home. Such lists shall show seniority up to and including December 31st of the previous year shall be posted by February 28th of each year and shall be forwarded to the Bargaining Unit President and the site representative. The part-time seniority list shall be expressed in terms of total hours paid.

10.03 Any short-term vacancy created through an illness or leave of absence shall be deemed to be a temporary vacancy.

The Corporation shall have the right to fill a temporary vacancy, without posting such vacancy, for a maximum period of six (6) months. However, the Corporation will offer such vacancy to part-time Employees on a rotating seniority basis, in the Home prior to hiring from outside.

The Corporation will outline to the Employee selected to fill a temporary vacancy, the circumstances giving rise to the vacancy, the conditions and anticipated duration of such vacancy. In any event, such temporary assignment shall not exceed the time required to complete the specific circumstances that gave rise to the temporary vacancy.

When it appears that such a vacancy will exceed six (6) months, the Employer will post and fill the vacancy in accordance with Articles 10.04 and 10.05. The vacancy will be posted as a temporary vacancy and the Employer will provide the successful candidate with a letter setting out the circumstances giving rise to the vacancy, the conditions and anticipated duration of such vacancy.

10.04 Job Posting

Subject to Article 10.03 where a permanent RN vacancy occurs which the Employer wishes to fill, the posting will be made available via the applicant tracking system, for seven (7) days in order that all staff will know that the position is open and they are able to make written application via the applicant tracking system. Interested Employees will be notified of job postings via email from the applicant tracking system, upon request.

Subject to Article 10.05, preference based on seniority will be given to presently employed members of the bargaining unit in filling such a vacancy or new position before any new Nurse is hired.

Copies of all postings and hiring letters shall be sent to the Bargaining Unit President. (This includes hirings under Article 11.03).

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

10.05 In all cases of transfer, promotion, or demotion in the bargaining unit, the following factors shall be considered:

- (a) ability, experience and performance, and
- (b) seniority.

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern. However, if senior applicants are passed over, they will be given upon request the reason for such refusal.

10.06 (a) Except as outlined in paragraph (b) below, an Employee shall not lose seniority rights if absent from work because of sickness, accident, layoff, or leave of absence approved by the Corporation.

- (b) An Employee shall only lose her seniority in the event that:

- i) She is discharged for just cause and is not reinstated.
- ii) She resigns or retires.
- iii) She is absent from work in excess of three (3) working days without sufficient cause or without notifying the Corporation, unless such notice was not reasonably possible.
- iv) Fails upon being notified of a recall to signify her intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to her last known address according to the records of the Home and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties.
- v) She is laid off for a period longer than eighteen (18) months.
- vi) Any Employee using an authorized leave of absence for a purpose other than the one for which it was granted shall be subject to immediate dismissal.

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

10.07 Transfer out of the Bargaining Unit

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

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

A Nurse must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

10.08 Notice of Layoff

- (a) In the event of a proposed layoff at the Home of a long-term nature affecting full-time and/or part-time Nurses, the Home shall:
 - i) Provide the Union with no less than two (2) months written notice of such layoff, and
 - ii) Meet with the Union to review the following:
 - A) the reasons causing the layoff;
 - B) the service which the Home will undertake after the layoff;
 - C) the method of implementation, including areas of cutback and the Nurses to be laid off.

- iii) A long-term layoff shall be defined as a layoff of eight (8) or more weeks.
 - iv) Layoff shall be defined as it is defined in the ESA (*Employment Standards Act*), except that a reduction in overall part-time RN hours due to the return of a former part-time Nurse to part-time work shall not constitute a layoff. A layoff of full-time and/or part-time Nurses shall be made on the basis of seniority, provided that the Nurses who remain are qualified to perform the available work. Subject to the foregoing, probationary Nurses shall be first laid off.
 - v) A Nurse who has been notified of an impending layoff may:
 - A) accept the layoff; or
 - B) exercise the right to bump or displace another Nurse who has lesser bargaining unit seniority.
 - vi) Full-time and/or part-time Nurses shall be recalled in the order of seniority, unless otherwise agreed between the County and the Association, provided that the Nurse is qualified to perform the available work. Where a Nurse declines the opportunity for recall, the Nurse shall maintain her/his position on the recall list until she accepts another recall or loses seniority under Article 10.06 (b) (5).
 - vii) No new Nurses shall be hired until all those Nurses laid off have been given an opportunity to return to work.
 - viii) A Nurse who returns from a layoff of between three (3) and six (6) months will be entitled to one (1) day orientation. A Nurse returning from a layoff of greater than six (6) months duration will be entitled to two (2) days orientation.
 - ix) Full-time and Part-time layoff and recall rights shall be separate.
- (b) In the event of a proposed temporary layoff at the Home, a bed cutback, or a cutback in service, the Home shall provide the Union with two (2) months notice. If requested, the Home shall meet with the Association to review the effect on Nurses in the bargaining unit.
 - (c) Any agreement between the Home and the Union resulting from the review above concerning the method of implementation will take precedence over the terms of this Article.
 - (d) Subsequent to the meeting in 2 or 3 above, the Employer shall give notice to the affected Nurses. In the case of a permanent layoff the Home shall provide to the affected Nurse(s) no less than thirty (30) days written notice of layoff or pay in lieu thereof or pursuant to the *Employment Standards Act*, whichever is greater. For other layoffs, the Home shall give reasonable notice.

ARTICLE 11 – LEAVES OF ABSENCE

11.01 Personal Leave of Absence

- (a) The Corporation may grant leave of absence without pay to any Employee for legitimate personal reasons.

Requests for such leaves are to be made to the Employee's Director of Nursing and Personal Care at least two (2) weeks in advance or as far in advance as possible. Except in cases of emergency, a written reply will be given within seven (7) working days of the date such request was made.

- (b) In the event a request for leave of absence made under this clause is denied, the Employee may resubmit the request to the Director of Nursing and Personal Care for reconsideration.

(c) Education Leave

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

- ii) Notwithstanding the provisions of (a) above, the Corporation is prepared to take into consideration such policies as from time to time may be approved by the Director of Nursing and Personal Care Designate relative to continuing a Nurse on salary and paying reasonable travel and living expenses during the period of her attendance on an approved course.

- iii) Subject to the approval of the Director of Nursing and Personal Care, each nurse may request paid professional development days. The nurse shall provide the home with at least two (2) weeks notice or as much notice as possible in order to ensure replacement of staff.

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

- 11.02 If leave of absence without pay is granted for any reason and such leave is in excess of thirty (30) continuous calendar days, the Employee shall be responsible for pre-payment of premiums related to all Employee benefits in effect at the time such leave commences.

11.03 Pregnancy and Parental Leave

(a) Pregnancy Leave

- i) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. A Nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.

- ii) The Nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- iii) The Nurse shall reconfirm her intention to return to work on the date originally approved in subsection (ii) above by written notification received by the Home at least four (4) weeks in advance thereof. The Nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- iv) Nurses newly hired to replace Nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the Nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The Nurse shall be credited with shifts worked (hours worked for Nurses whose regular hours of work are other than the standard work day) toward the probationary period provided in Article 10.01(a) to a maximum of thirty (30) shifts (225 hours for Nurses whose regular hours of work are other than the standard work day).

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

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

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

11.03

(b) Parental Leave

- i) A Nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- ii) A Nurse who has taken a pregnancy leave under Article 11.03 (a) is eligible to be granted a parental leave of up to eighteen (18) thirty-five (35) weeks duration, in accordance with the *Employment Standards Act*. A Nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the Nurse shall advise the Home as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the Nurse finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.
- iii) The Nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- iv) Nurses newly hired to replace Nurses who are on approved parental leave may be released and such release shall not be the subject of grievance or arbitration. If retained by the Home, in a permanent position, the Nurse shall be credited with seniority from the date of hire subject to successfully completing her probationary period. The Nurse shall be credited with shifts worked (hours worked for Nurses whose regular hours of work are other than the standard work day) toward the probationary period provided in Article 10.01 (a) to a maximum of thirty (30) shifts (225 hours for Nurses whose regular hours of work are other than the standard work day).

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

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

Nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

11.04 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 leave of absence for such purpose. A Nurse serving as a Juror or as a Witness during her scheduled working hours shall be paid any difference between the amount received for such Jury or Witness Duty and the amount which she would have received from the Corporation had she worked her regularly scheduled working hours. To be eligible to receive payment from the Corporation, the Nurse must give the Corporation notice of her intention to be absent within twenty-four (24) hours of receipt of the Subpoena or Jury Notice and she must also, at the conclusion of her Jury or Witness Duty, obtain a Certificate from the Court showing the period of her Jury or Witness Duty and she shall deposit this Certificate together with evidence of the amount of compensation paid to her, exclusive of travelling allowance, with the Corporation payroll office.

11.05 Bereavement Leave

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

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

- (b) A Nurse shall be granted up to three (3) working days of leave without loss of pay or benefits, in order to attend the funeral or memorial service of a brother-in-law, sister-in-law, grandparent-in-law, aunt or uncle, provided the funeral or memorial service falls on a regularly scheduled work day.
- (c) One (1) working day for any other person for whose physical and financial care the Employee is responsible. Persons included in the latter classification shall be subject to the approval of the Director of Nursing and Personal Care
- (d) The Nurse shall advise her Supervisor, of the need for bereavement leave at her earliest convenience.
- (e) It is agreed that a bereaved Employee may be granted additional time off, without pay, for the purpose of travel and/or other matters related to the estate of the deceased, subject to the prior approval of the department head or Designate.

- (f) For the purpose of this clause “life threatening illness” will be interpreted in a manner consistent with the Family Medical Leave provisions of the Employment Standards Act, 2000.

Note: “In-laws”, under the terms of this provision, apply to the family of the current spouse of the Employee.

11.06

(a) Leave for Association Business

Leave of absence for Association business may be given up to a total of fifty (50) days during any one (1) calendar year. It is agreed that not more than one (1) Nurse from a Home shall be absent on such leave at the same time.

During such leave of absence, a Nurse’s salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the Local Association agrees to reimburse the Employer in the amount of the daily rate of the full-time Nurse or in the amount of the full cost of salary and percentage in lieu of fringe benefits of a part-time Nurse except for Provincial Committee meetings which will be reimbursed by the Association. The Employer will bill the Treasurer of the Local Association within a reasonable period of time. All full-time and part-time Nurses will receive service and seniority for all leaves granted under this Article.

(b) Leave, Board of Directors of Ontario Nurses' Association

Subject to operational requirements, 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(s) of absence. There shall be no loss of seniority or credit for the purposes of salary advancement and vacation entitlement or any other purposes during such leaves of absence except as set out in Article 11.07(a). During such leave of absence, salary and benefits will be kept whole by the Corporation and the Association agrees to reimburse the Corporation for such salary and Corporation contribution benefits. Leaves of absences for Board Members of the Ontario Nurses' Association will be separate from the Association leave provided in Article 11.06(a), provided that this leave shall be available to one (1) Nurse only from within the bargaining unit at any time and provided further that if a Nurse from within the bargaining unit is elected as President of the Association, a Nurse will not be granted leave under this Section.

(c) Leave, President of Ontario Nurses' Association

A Nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to two (2) years. During such leave of absence, salary and benefits will be kept whole by the Corporation and the Association agrees to reimburse the Corporation for such salary and Corporation contribution benefits. The Nurse agrees to notify the Corporation of her intention to return to work within two (2) weeks following termination of office.

The nurse, if required, may reapply every two years. Such request will not be unreasonably denied.

(d) Leave, Local Coordinator

Upon written request, leave of absence for Association business shall be granted to a Nurse, by the Administrator or designate for up to a total of fifty (50) days in a calendar year.

During such leave of absence, a Nurse's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer in the amount of the daily rate of the full time Nurse or in the amount of the full cost of salary and percentage in lieu of fringe benefits of a part-time Nurse.

The Employer will bill the Treasurer of the Local Association within a reasonable period of time.

11.07 A Nurse who is absent due to illness or leave of absence shall have the right to return to her former position, unless the position has been discontinued in which case the Nurse shall be given a comparable position.

11.08 Family Medical Leave

- (a) An employee is entitled to Family Medical Leave in accordance with the *Employment Standards Act*.
- (b) A nurse who is on such leave shall continue to accumulate seniority and service and the Home will continue to provide its share of the premiums of the subsidized employee benefits in which the nurse is participating during the leave. The Employer and the employee shall make contributions to the pension plan in accordance with the provisions as set out by OMERS.
- (c) The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable position.

ARTICLE 12 – PAID HOLIDAYS

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

New Year's Day	Labour Day
Family Day (to be observed on the 3 rd Monday in February)	Thanksgiving Day
Good Friday	Remembrance Day
Easter Sunday	Christmas Day
Victoria Day	Boxing Day
Canada Day (to be observed on July 1)	Civic Holiday
	*Floating Holiday

*The Floating Holiday shall be taken by each full-time Employee at a time which is mutually agreeable between the Employee and the Director of Nursing and Personal Care concerned. Part time and casual Employee's will be paid a float day on a pro-rated basis on the first pay period of December of each year. If in the event any government authority proclaims an additional statutory holiday during the life of this Agreement, the floating holiday will become that holiday and will be taken on the date proclaimed by the government authority.

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

- 12.02 It is agreed that all Employees cannot be off on the Paid Holidays as shown in Article 12.01; therefore:
- (a) Nurses who are required to work on the above listed holidays shall receive double time and one-half (2½) for all hours worked on a paid holiday.
 - (b) A full time nurse who is required to work on the above listed holidays may choose to be paid time and one-half (½) for work performed and in addition, be entitled to a day off with pay at a mutually agreeable time within 90 days in accordance with the *Employment Standards Act* or it will be paid out by the Employer.
- 12.03
- (a) When a full-time Nurse is not scheduled to work on a recognized holiday, she shall be given the day off with pay.
 - (b) In order for a full-time Nurse to qualify for payment for a holiday without being required to work, such Nurse must work her last scheduled working day before and her first scheduled working day after the holiday and must work on the holiday if so scheduled to work, unless the Employee is absent on any such days with permission of the Corporation.
 - (c) Full-time Nurses absent on unpaid leave of absence in excess of twelve (12) days during the four (4) weeks immediately preceding the holiday, shall not be eligible for paid holidays observed during the period of absence, unless such leave commenced within five (5) working days of the Holiday.
- 12.04 A shift 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 shift.
- 12.05 Insofar as it is possible to do so, the Corporation will do its best to equally distribute paid holidays off among its full time nursing staff.
- 12.06 When a Holiday falls within a Nurse's vacation period, it shall be added to the end of her vacation or scheduled at a mutually agreeable time.
- 12.07 The Employer will endeavour to schedule Nurses off duty for a period of five (5) consecutive days, 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.

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

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

In order to facilitate this scheduling, the provisions of Article 15 shall be waived during the period from December 15th to January 15th.

ARTICLE 13 – VACATIONS

- 13.01 (a) For the purposes of this Article, the term "Gross Pay" shall be interpreted to mean the total amount of monies earned by the Employee, including wages, salary, overtime earnings, vacation pay, paid holiday pay, and/or any other amount earned by the Employee in the service of the Corporation.
- (b) All full-time and part-time nurses shall receive their vacation entitlement based on date of hire within the Corporation.
- 13.02 (a) A full-time Nurse who has had less than thirty (30) continuous days of absence other than for vacation or illness, during the vacation year, shall receive an annual vacation at regular rates of pay in accordance with credited service as set out below:
- i) Nurses who have less than one (1) year of continuous employment shall be entitled to a vacation with pay at their regular rate of 1.25 (9.375 hours for employees whose regular hours of work are other than the standard work day) days for each completed month of employment, not to exceed fifteen (15) working days.
 - ii) Nurses who have completed one (1) or more years of continuous employment but less than three (3) years of continuous employment shall receive an annual vacation of three (3) weeks (112.5 hours for employees whose regular hours of work are other than the standard work day) with pay at their regular rate.
 - iii) Nurses who have completed three (3) years or more but less than twelve (12) years of continuous employment shall receive an annual vacation of four (4) weeks (150 hours for employees whose regular hours of work are other than the standard work day) with pay at their regular rate.
 - iv) Nurses who have completed twelve (12) years or more of continuous employment but less than twenty (20) years shall receive an annual vacation of five (5) weeks (187.5 hours for employees whose regular hours of work are other than the standard work day) with pay at their regular rate.
 - v) Nurses who have completed twenty (20) years or more of continuous employment, but less than 25 years, shall receive an annual vacation of six (6) weeks (225 hours for employees whose regular hours of work are other than the standard work day) with pay at their regular rate.
- Nurses who have completed twenty-five (25) years or more of continuous employment shall receive an annual vacation of seven (7) weeks (262.5 hours for employees whose regular hours of work are other than the standard work day) with pay at their regular rate.

- 13.03 All part-time Nurses with more than one (1) year employment shall be entitled to not less than three (3) weeks annual vacation. All part-time Nurses shall receive vacation pay based on the applicable percentages provided in Article 13.02(b) herein of their gross earnings in the preceding year.
- (a) Less than 3 years employment - six percent (6%).
 - (b) Three (3) years or more -eight percent (8%).
 - (c) Twelve (12) years or more - ten percent (10%).
 - (d) Twenty (20) years or more – twelve percent (12%).
 - (e) Twenty-five (25) years or more – fourteen percent (14%).
- 13.04 Vacation schedules shall be posted by May 15th and by October 15th annually.
- For the period June 1st through October 30th, vacation requests shall be submitted between March 15th and April 15th. The finalized vacation list will be posted on May 15th.
- For the period November 1st through May 30th, vacation requests shall be submitted between August 15th and September 15th. The finalized vacation list will be posted on October 15th.
- The Employer will give every consideration to the Nurses' preference as to the timing of their vacation. Where more Nurses have indicated preference for the same period of time than the Employer can reasonably grant, preference for choice of vacation periods shall be granted in order of seniority.
- Requests for vacation received in writing by the Director of Nursing and Personal Care following the withdrawal of the vacation list will be considered in the order in which they are received. It is understood that first consideration will be given to Nurses who have indicated their preference for vacation on the vacation list prior to it being withdrawn. The Nurses will receive a reply within two (2) weeks.
- 13.05
- (a) Vacations may be taken at any time of the year and the Corporation will grant requests where possible, provided that vacation quotas shall not be unduly restrictive, and vacation shall not unreasonably be withheld.
 - (b) In the event of conflict, seniority shall prevail.
 - (c) Nurses shall be entitled to the weekend off prior to and the weekend following vacation
- 13.06 Vacation entitlement shall be taken within the year in which it is earned. In special circumstances where vacation entitlement cannot be taken within the year of entitlement, vacation days may be carried over with the approval of Director of Nursing and Personal Care. Such request shall not be unreasonably denied.
- 13.07 Nurses leaving the employ of the Corporation before their anniversary date shall receive vacation pay calculated on a pro-rata basis since their last anniversary date.
- 13.08 When an Employee dies, her estate shall be entitled to the value of the vacation credit owing her at the time of death.

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

ARTICLE 14 – HOURS OF WORK

- 14.01 (a) Full-time Employees shall be scheduled to work an average of not more seventy-five (75) hours in a biweekly pay period and shall be scheduled to receive at least two (2) weekends off in every four (4).
- (b) Part-time Employees shall be scheduled to work less than an average of sixty-five (65) hours in a biweekly pay period and shall be scheduled to receive at least one (1) weekend off in every three (3).
- (c) A weekend is defined as the period of time commencing each Friday at 2300 hours and ending the following Monday at 0700 hours for purposes of payment under 15.01(e).
- (d) The normal daily shift shall be seven and one-half (7 1/2) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one –half (1/2) hour meal period. It being understood that at the change of shifts there will normally be additional time required for reporting which shall be considered to be part of the normal daily shift. If the reporting time is in excess of fifteen (15) minutes, overtime premium shall be paid for the total period in excess of the normal daily shift.
- (e) A Nurse may be granted permanent evening or night shifts upon request if a vacancy occurs. A Nurse scheduled on a permanent night shift shall receive her weekend on a Friday and a Saturday, unless she requests a Saturday and a Sunday as her weekend off. Nurses who are employed on specific shifts on a permanent basis on the date this Agreement came into effect, will not be changed without the consent of the parties to this Agreement.
- 14.02 There will be two (2) fifteen (15) minute paid rest periods in each shift.
- 14.03 Scheduling Regulations
- (a) Normally two (2) consecutive days off will be scheduled during each work week, however, schedules may be arranged to provide for more than five (5) consecutive days of work, but not more than seven (7) consecutive days of work without days off as long as four (4) days off are scheduled each

biweekly pay period. In any biweekly pay period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split.

- (b) Shift schedules will be posted at least two (2) weeks in advance for a four (4) week period. These shifts may not be changed by the Corporation except by mutual consent.
- (c) Requests for change in posted time schedules must be submitted via the scheduling program. Such requests will be approved or denied via the scheduling program. It is the responsibility of the Nurses to verify in the system whether or not the shift change has been approved. In any event, it is understood that such shift of duty, initiated by the Nurse and approved by the Corporation, shall not result in overtime compensation or payment for either of the Nurses involved in the exchange.
- (d) A period of two (2) consecutive shifts off shall be scheduled between a change of shifts. If a Nurse is scheduled for two (2) or more night shifts, forty-eight (48) hours time off shall be scheduled. There shall be twenty-four (24) hours scheduled off following a single night shift. A shorter period of time between changes of shift may be scheduled by mutual consent in writing.
- (e) Split shifts will not be scheduled.
- (f) Nurses who are required to work more than two (2) hours overtime on the same day they have worked a full shift shall be provided with a meal.

14.04 It is recognized that part-time Employees may be needed on an unscheduled daily basis to replace Employees who are ill, on vacation, holiday, or leave of absence. Part-time Employees may, therefore, frequently work in excess of their scheduled hours. However, such Employees will not become "full-time" Employees merely by virtue of the requirement to perform sixty-five (65) or more hours of work in any biweekly pay period.

- 14.05
- (a) All available scheduled part-time nursing shifts are to be divided in an equitable manner among all of the regular part-time Nurses. For clarification, equitable scheduling is defined as employees being available to work all shifts. When an employee is not available for a shift for any reason, the shift is counted as scheduled for the purposes of scheduling only.
 - (b) Where shifts remain available to be scheduled after 14.05 (a) above, those shifts will be offered by seniority to regular part-time Nurses, including job sharers, who have not reached seventy-five (75) hours in a pay period using the scheduling program. Then to casual part-time nurses by seniority.
 - (c) Casual part-time Nurses shall not be utilized until the available work has been offered to all regular part-time Nurses in compliance with the scheduling provisions of the Collective Agreement. Casual part-time Nurses shall not be utilized while full time or regular part-time Nurses remain on layoff.

The parties' mutual understanding of the pre-existing Article (14.05 [a] and [b]) is that it does not encroach upon hours of work of specially posted positions, but that incumbents of those positions are not thereby disentitled from access to additional shifts to achieve equity.

- (d) When available work results in premium pay, it will be offered by seniority using the seniority-based call-in sheet as follows:
 - i) To full-time nurses unless they have indicated in writing to the Director of Nursing and Personal Care they do not wish to be called for additional shifts. It is understood that full-time nurses will be offered the option of premium pay for the shift or an alternate day off at the nurse's choosing.
 - ii) To regular part-time nurses, including job-sharers, who are in a premium position based on the schedule.
 - iii) To casual part-time nurses on the basis of seniority.
- (e) Where a nurse has had a shift cancelled, the next available shift will be offered to the nurse who had the shift cancelled.

14.06 Innovative Unit Scheduling

Schedules, other than those included in Article 14 of the Collective Agreement, and including but not limited to Extended Shifts scheduling may be developed in order to improve quality of working life, support continuity of patient care to ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be determined by the Home and the Association subject to the following principles:

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

14.07 Short Shifts

Where a part-time Employee(s) is scheduled to work less than a normal shift (7.5 hours), Article 14 applies in its entirety except as amended by the following:

- (a) The Home will endeavor to keep the number of shifts comprised of less than 7.5 hours to a reasonable level
- (b) No nurse will be required to work a permanent rotation of less than 7.5 hours (short shifts) without his/her consent or request;
- (c) Employees working less than 7.5 hours shifts shall be granted the appropriate paid rest period;

- (d) Where the Employer wishes to schedule shifts of duty of less than 7.5 hours on a permanent rotation, the Employer, after discussions with the Union, may post such position;
- (e) For Employees working shifts of duty comprising of less than 7.5 hours, shall not be scheduled no more than six (6) consecutive shifts in a row. If a Nurse is required to work on a seventh (7th) consecutive and subsequent shift, then she will receive premium payment for each shift so worked until a day off is scheduled.

14.08 Shifts affected by Daylight Saving Time

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

ARTICLE 15 – PREMIUM PAYMENT

15.01 It is understood and agreed that the Homes are a twenty-four (24) hour-per-day, seven (7) day-per-week continuous operation and service must be maintained on a continuous basis. For the purpose of this Article, the Employee's work day is the twenty-four (24) hour period following the start of her scheduled shift. Therefore to establish when an Employee is entitled to premium pay for excessive hours worked, the following will apply:

Time and one-half (1½) shall be paid:

- (a) For all hours worked in excess either seven and one-half (7½) hours or eleven point two-five (11.25) hours in any one (1) work day. It being understood that overtime does not apply to the reporting time except as established under Article 14.
- (b) To Nurses who are scheduled to work in excess of seven consecutive seven and one half (7.5) hour shifts.
 - i) To Nurses who are scheduled to work in excess of three consecutive eleven point two five (11.25) hour shifts.
- (c) For all hours worked in excess of seventy-five (75) in any biweekly pay period.
- (d) For all time worked on a Paid Holiday as listed in Article 12. In this regard, however, there shall be no duplication or pyramiding of premium payment.
- (e) For all work performed by a Nurse on her fourth and succeeding consecutive weekends worked until a weekend off is granted, except where mutually agreed by the Nurse involved.
- (f) For all work performed by a Nurse on her next scheduled shift if that Nurse has not been provided with a minimum of eleven (11) hours free from performing work following any scheduled shift or overtime shift as set out in this Article.

- i) Where less than eleven (11) hours free from performing work is provided, a Nurse will be paid premium for all hours worked on the next scheduled shift.
 - (g) When available work results in premium pay, it will be offered in accordance with the Article 14.05 of this agreement.
- 15.02
 - (a) If a Nurse reports for work at the scheduled starting time and there is no available work in her regular job, she will be assigned alternate work or shall receive at least four (4) hours pay at regular rates.
 - (b) The reporting allowance provided in (a) above will not apply where failure to provide work arises from causes beyond the Corporation's control nor where the Nurse had received at least six (6) hours' notification not to report for work.
- 15.03

When a full-time Nurse, having left the premises of the Home, is called back for work outside of scheduled hours, the minimum payment will be equivalent to three (3) hours' salary at one and one-half (1½) times her hourly rate.
- 15.04

A Nurse who is scheduled for a special duty and has that special duty cancelled with less than three (3) hours' notice shall be paid for four (4) hours at her regular straight time hourly wage or for the number of hours which were scheduled for the special duty, whichever is the lesser amount.
- 15.05

Shift Differential

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

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

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

Effective April 1, 2017, the shift differential for all hours worked between the hours of 2300 and 0700 shall be two dollars and fifty-five cents (\$2.55).
- 15.06

Responsibility Allowance

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

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

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

15.07 Charge Pay

- (a) A newly employed Nurse shall not be placed in charge, until she has been fully oriented to the Home, and to the area where she will be working.
- (b) The Corporation will assign the senior Nurse scheduled to work to be in charge of all evening and night shifts and on the day shift on a Saturday, Sunday and a Paid Holiday. A Nurse shall receive a charge pay allowance of fifteen dollars (\$15.00) per shift.

15.08 Weekend Premium

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

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

ARTICLE 16 – SICK LEAVE, LONG TERM DISABILITY AND MODIFIED WORK

16.01 Sick Leave

- (a) Each full-time Nurse shall accumulate sick leave credits at the rate of one and one-half (1½) days (11.25 hours) for each calendar month of full employment except those who are absent for any reasons other than authorized holidays, vacations, Leave of Absences, Jury Duty, injury and illness, shall accumulate sick leave at the following rates:

<u>Working Days Absent in Any Calendar Month</u>	<u>Monthly Sick Leave Credit</u>
0 to 3	1½ days (11.25 hours)
3½ to 10	1 day (7.5 hours)
10½ to 17½	½ day (3.75 hours)
18 or more	0 days

- (b) A record of all unused illness allowance will be kept by the Corporation and all Nurses will be advised on their bi-weekly pay statement or staffing software of the amount of sick leave to her credit as of the end of the previous pay period.
- (c) Sick leave credits shall be used for sickness only, and shall be deducted from the Employee's accumulated total as used. Upon the request of the Nurse concerned, accumulated sick leave credits may also be used to make up the difference between Workplace Safety & Insurance Board payments and normal pay.

- (d) Nurses absent for any reason are required to notify the Home as soon as possible but, in any event, two (2) hours prior to the commencement of the day shift and three (3) hours prior to the commencement of the afternoon and night shifts to afford the Home(s) an opportunity to obtain a replacement.
- (e) A Nurse may be required to produce proof of illness for any absence, in the form of a Medical Certificate.

The medical certificate must state:

- i) the date the Nurse was examined by the physician, Nurse Practitioner, or surgeon, and;
- ii) the date the illness commenced and;
- iii) the nature of the illness and;
- iv) the anticipated date of return to work
- v) if the illness is anticipated to require long-term convalescence, the certificate must indicate the approximate duration of the recovery period; while on long-term convalescence, medical certificates are required on a regular basis.

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

NOTE: The Employer will pay for all medical certificates it requires.

16.02 The Corporation shall provide the Employees with a Long-term Disability Plan providing the following:

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

16.03 When it has been medically determined that a Nurse is unable to return to the full duties of her position due to a disability as disability is understood under the Human Rights Code, the Employer will notify and meet with the Bargaining Unit President or designate, the Nurse and the Staff Representative of the Ontario Nurses' Association, if available, to discuss the circumstances surrounding the Nurses' return to suitable work. The meeting will occur prior to the Nurse returning to work on modified/light/alternate work. When the terms and conditions of the program have been agreed upon, any documents respecting such program, which the Corporation requires to be signed by the Association, shall be submitted to the Association for

signing. A finalized copy of such document shall be provided to the Bargaining Unit President or designate and the Nurse.

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

ARTICLE 17 – HEALTH AND WELFARE BENEFITS

- 17.01 The Corporation agrees to pay on behalf of all full-time Nurses the following:
- (a) Ontario Health Insurance Plan, including semi-private coverage; the Corporation shall pay one hundred percent (100%) of the Employer Health Tax.
 - (b) Effective the first of the month following ratification, Major Medical coverage, one hundred percent (100%) of the billed premium, which includes a \$10 - \$20 deductible drug plan and Deluxe Travel Insurance. Eligible Nurses will have the option of printing a benefits card from the insurer's website.
 - (c) Effective the first of the month following ratification, a Vision Care rider in the amount of four hundred and fifty dollars (\$450.00) every twenty-four (24) months per Employee and eligible dependants for glasses, contact lenses or laser surgery.
 - (d) Effective the first of the month following ratification extended health benefits one hundred percent (100%) Employer paid to include:
 - Physiotherapy: to a maximum of four hundred (\$400.00) per year per employee and per eligible dependants unless current plan has a higher or no cap.
 - Massage Therapy, Chiropractic and Acupuncture to a maximum of four hundred dollars (\$400.00) per year per class of practitioner per employee and per eligible dependant.
 - (e) Effective the first of the month following ratification, one hundred percent (100%) of the cost of eye examinations every two (2) years up to one hundred dollars (\$100.00) per employee and per eligible dependent.
 - (f) Effective the first of the month following ratification, hearing aids to a maximum of seven hundred dollars (\$700.00) per insured person every thirty-six (36) months.
- 17.02 The Corporation participates in a Group Life Insurance Plan and an Accidental Death and Dismemberment Plan which is a condition of employment for all full-time Employees having completed their probationary period. The Corporation will assume one hundred percent (100%) of the billed premium for such insurance plans.
- 17.03 The Employer and Employee shall equally share (50/50 cost share) the billed premium for all eligible full-time nurses in the dental Plan. The Employee's share of the premium will be paid by payroll deduction. The O.D.A. will be based on the current rates.

Effective the first month following ratification – orthodontics (50/50) co-insurance with two thousand dollars (\$2,000) maximum per insured lifetime.

Effective the first of the month following ratification, add at (50/50) coinsurance and two thousand dollars (\$2,000.00) maximum annually:

- (a) Complete and partial dentures
- (b) Crowns, bridgework and repairs to same

- 17.04 The Corporation participates in the Ontario Municipal Employees' Retirement System. It is a condition of employment with the Corporation that each full-time Employee become a member of OMERS, contributing payment as required by the System through payroll deduction. The Corporation will contribute an equal amount to the fund to aid in providing a retirement pension. Part-time Nurses have the option to participate in the pension plan providing they meet the eligibility requirements. In addition, when a part-time Nurse is a member of the OMERS pension plan, the percentage-in-lieu shall be reduced to nine percent (9%) in recognition of the Corporation's contribution to the pension plan.
- 17.05 The Corporation will notify the Association ninety (90) days prior to any plan change. Any change to the plan or language will be submitted for the Association's review. There will be no reduction in benefits.
- 17.06 The Corporation shall provide each Nurse with information booklets outlining all of the current provisions in the benefit plans as defined in Articles 16.01 to Article 16.04 inclusive. Upon request, the Corporation will make the Plans available for the Association for inspection.
- 17.07 Employees absent from work due to an accident or illness shall have the Corporation's share of their benefits paid for five (5) months after the month in which the absence began and no longer. Thereafter the Employee may continue to pay the full premium cost on her own behalf in accordance with the terms of the prevailing policy.
- 17.08 Part Time Nurses moving to Full Time positions, who have three (3) months of continuous service with the County, will be eligible for benefits immediately and will have their percent in lieu of benefits removed from their hourly rate.

ARTICLE 18 – GENERAL

- 18.01 The Corporation shall provide space on a bulletin board in each Home for the sole use of the Association for the purposes of posting notices, meeting dates and Association Newsletters.
- 18.02 The Corporation will provide copies of this Collective Agreement to each Nurse covered by the Collective Agreement. The Corporation and the Association shall share equally the cost of printing sufficient copies of this Agreement.
- 18.03 The parties hereby understand and agree that the Nurses employed at the Homes are covered under the Employer's insurance carried for any liability and malpractice in respect to care rendered to any resident at the Long Term Care Home.

18.04 Educational Upgrading

The Employer shall pay the tuition cost for a previously-approved job-related upgrading course following receipt of evidence of successful completion of the course. Two months advance notice, in writing, shall be given, outlining the details of the course. All such courses are subject to the prior approval of the General Manager, Long-Term Care.

18.05 Performance Evaluation

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

18.06 The Employer will notify the Union monthly of names of all Nurses who go off on a work related injury, and will notify the Union monthly of the names of the Nurses who are on L.T.D.

18.07 Meeting Room

The Union may request permission to hold meetings on the Corporation's premises at no cost to the Union.

18.08 Access to Files

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

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

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

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

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

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

18.11 Violence in the workplace

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

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

- (a) any employee subjected to workplace violence shall report this to a supervisor who will promptly investigate the report and take every reasonable effort to rectify the situation to protect the health and safety of every worker. The outcomes of the investigation and any consequent acts to be taken will be communicated to the nurse(s) affected and to the Union.
- (b) In the event of workplace violence:
 - i) a worker can summon immediate assistance by contacting the Manager On-Call or other person designated by the employer, and, where appropriate in respect of immediate or ongoing violence, the police; and
 - ii) the Manager On-Call or a managerial designate, once notified by staff of a workplace violence incident.
 - iii) The Employer will report all reported incidents of workplace violence in writing in accordance with the Occupational Health and Safety Act to the Joint Health and Safety Committee for review and to the Union, in advance of the next meeting of the Committee. The Committee will discuss each incident of workplace violence and provide feedback to the Employer on suggested measures and procedures to be taken. The Employer, in consultation with the Joint Health and safety Committee and the Union, shall develop a training program, as appropriate, with respect to workplace violence issues, which shall include a visible early warning system for all employees who may be exposed to residents who have a history of violent behaviour.

ARTICLE 19 – COMPENSATION

- 19.01 (a) Nurses shall be compensated for their services in accordance with the salary schedules as set out in Schedule A attached.
- (b) A full-time Nurse shall advance to the next increment on her anniversary date of employment. Paid shifts prior to the signing of this Agreement shall be included for the purpose of slotting Nurses at their appropriate level of the salary grid and for the purpose of calculating further advancement on the grid.
- 19.02 (a) Effective January 1, 1993, the daily rate for part-time Nurses shall be paid in accordance with the following formula.

Monthly rate of corresponding
full-time increment levels x 12 + 13%
 260

The percentage included in the part-time daily rate of thirteen percent (13%) 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, shift differential, call-back guarantee, reporting pay, responsibility allowance, Court attendance and bereavement pay).

In addition, when a part-time Nurse is a member of the OMERS pension plan, the percentage-in-lieu shall be reduced to nine percent (9%) in recognition of the Corporation's contribution to the pension plan.

- (b) A part-time Nurse shall advance to the next increment on the salary scale immediately upon completion of fifteen hundred (1500) hours in the employ of the Corporation. Paid shifts prior to the signing of this Agreement shall be included for the purpose of slotting Nurses at their appropriate level of the salary grid, and for the purposes of calculating further advancement on the grid.

19.03 A full-time Nurse whose status is altered to part-time nursing will assume her same level on the part-time grid and vice-versa. A Nurse shall receive full credit for all paid shifts since the last increment advancement.

19.04 A Nurse who holds a Temporary or Provisional Certificate of Registration as a Registered Nurse shall be placed on the first step of the Registered Nurse's salary grid effective the date of hire.

19.05 Recent Related Experience

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

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

ARTICLE 20 – PROFESSIONAL RESPONSIBILITY

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

- (a) Complain in writing, utilizing the Professional Responsibility Workload Report form (see Schedule B), to the Association-Management Committee referred to in Article 8.01(d) within five (5) calendar days of the alleged improper

assignment. The Association-Management Committee shall convene a meeting of the Committee within the (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

- (b) Failing resolution of the complaint within five (5) ten (10) calendar days of the meeting of the Association-Management Committee, the complaint shall be forwarded to an independent Nurse Assessor, who shall be chosen from a panel of four (4) independent Registered Nurses who are well respected within the profession. That panel shall be selected forthwith by the parties, and members of the panel shall sit in a rotation agreed upon by the parties. If a panel member is unable to sit within the time frame stipulated, the panel member next scheduled to sit will be appointed by the parties.
- (c) Nurse Assessors:
- i) Ms. Carol Lynn Anderson
16151 Old Simcoe Rd
Port Perry, ON L9L 1P2
Tel: 905-982-1366
Email: carola@bell.net
 - ii) Ms. Anitta Robertson
198 Corner Ridge Road
Aurora, ON L4G 6L5
Tel: 905-727-3072
Fax: 905-727-3624
Email: aanddrobertson@sympatico.ca
 - iii) Ms. Jayne Harvey, R.N.
FCS International
158 Casimir Street, Suite 200
Port Perry, ON L9L 1B7
Tel: 905-985-6811
Fax: 905-985-6804
 - iv) Ms. Eleanor Plain
1684 Middle Road
Kingston, ON K7L 5H6
Tel: 613-549-3219
Email: Eleanor.plain@sympatico.ca
- (d) The Nurse Assessor shall conduct a hearing concerning the complaint within fourteen (14) calendar days of her appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The independent assessor shall report her decision in writing to the parties within fourteen (14) calendar days following completion of the hearing.
- (e) Each party shall pay one-half (½) of the fee and expense of the Nurse Assessor.

20.02 Representatives of the O.N.A. and Management have the right to participate in all stages of a professional responsibility complaint.

20.03 Influenza Vaccine

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

Nurses must submit proof of vaccination/antiviral medication by December 15 of the current year in order for the corporation to submit their required records to the Lambton Public Health. Failure to supply such note may disqualify that nurse from work.

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

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

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

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

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

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

20.05 The employer recognizes a nurse's professional obligations including those obligations related to resident advocacy and rights. Any nurse who follows the County and the Home's established reporting guidelines as well as MOHLTC and College of Nurses of Ontario standards will not be subject to discipline for the exercise of her/his professional obligations.

ARTICLE 21 – DURATION

21.01 This Agreement shall become effective on April 1, 2016 and shall continue in effect until March 31, 2018 and shall be automatically renewed from year to year thereafter, unless within a period of sixty (60) days prior to the expiry date in any year subsequent thereto, either party proposing to terminate, change or alter this Agreement shall give the other party written notice of such termination, changes or alterations to this Agreement and both parties shall thereupon negotiate in good faith

with respect to the matters which it is proposed to terminate, change or alter and the remaining provisions shall automatically renew themselves as aforesaid.

21.02 Retroactivity

Increases to the full-time and part-time salary schedules shall be retroactive to the dates specified and apply to all Employees in the bargaining unit as of April 1, 2016. Any new Employees hired since that date shall be entitled to pro-rata adjustment to their remuneration from the date of their employment. Retroactivity on premiums and wages to be paid retroactive to April 1, 2016.

The Employer shall pay retroactive wages in respect of the April 1, 2016 wage increase on the basis of all paid hours from April 1, 2016. Payment is to be made within 60 days of the date of this award. Eligible employees who have left the employ of the Employer are to be notified of their entitlement to retroactive wages in writing at their address on file within 30 days of the date of this award. Payment is to be made within 30 days of acknowledgment of receipt of such notice.

ARTICLE 22 – ORIENTATION AND IN-SERVICE

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

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

- (a) Familiarization with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of employees in the Home.
- (b) The period of orientation/familiarization shall be for a minimum of sixty-seven and one half (67 1/2) hours or such greater period that the Director of Nursing and Personal Care, in consultation with the new hire, deems necessary. These orientation/familiarization hours will be assigned as follows.
 - i) six (6) shifts regarding resident care issues to assist the Nurse in assuming the role of Registered Nurse in the facility, including in-service on the computer nursing package and other documentation issues;
 - ii) two (2) shifts to review policies and responsibilities which apply when the Nurse is placed in charge of the Home; and
 - iii) one (1) day general orientation session provided to all new County Nurses.
- (c) She shall be an additional employee to the usual staffing pattern.

Nurses returning from an approved Leave of Absence of greater than six (6) months will be entitled to one full shift re-familiarization period, which may include but not

limited to resident care issues and any other Home changes required to re-familiarize the Nurse.

ARTICLE 23 – TRAINING AND EDUCATION

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

Signed at Wyoming, Ontario, this 23 day of July 2018.

FOR THE CORPORATION

FOR THE UNION

Irene McClymont

David Shepherd

Tonya Furtado

Elaine Armstrong

“Signed”

Tracey Millar

Krista Perry

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

Full-Time Registered Nurse

	Effective April 1, 2016	Effective April 1, 2017
Start	31.45	32.21
1 Year	31.91	32.36
2 Years	32.45	32.90
3 Years	34.04	34.52
4 Years	35.66	36.16
5 Years	37.66	38.19
6 Years	39.68	40.24
7 Years	41.72	42.30
8 Years	44.68	45.31
25 Years	45.47	46.11

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

The 25 year increment will be effective as of date of ratification

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

**SALARY SCHEDULE
(PART-TIME REGISTERED NURSES)**

Part-Time Registered Nurse

13% in lieu	Effective April 1, 2016	Effective April 1, 2017
Start	35.54	36.36 36.40
1 Year	36.06	36.56 36.57
2 Years	36.67	37.18
3 Years	38.46 38.47	39.00 39.01
4 Years	40.30	40.86
5 Years	42.56	43.16 43.15
6 Years	44.84	45.47
7 Years	47.14	47.80
8 Years	50.49	51.20
25 Years	51.39 51.38	52.10

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

9 % in lieu Article 16.03	Effective April 1, 2016	Effective April 1, 2017
Start	34.28	35.08 35.11
1 Year	34.78	35.27
2 Years	35.37	35.87 35.86
3 Years	37.10	37.62 37.63
4 Years	38.88 38.87	39.42 39.41
5 Years	41.05	41.62 41.63
6 Years	43.25	43.86
7 Years	45.47	46.11
8 Years	48.70	49.38 49.39
25 Years	49.56	50.25 50.26

Clarity Note:

Effective June 1, 1993, the hourly rates for part-time Nurses have been calculated on the basis of a 7½ hour day.

The calculation is:

Monthly figure x 12 x 1.13 ÷ 260 ÷ 7.5 = hourly rate.

For those who participate in OMERS, monthly figure x 12 x 1.09 ÷ 260 ÷ 7.5 = hourly rate.

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 RAIs & RAPs, # of palliative residents). Please specify:

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

SECTION 5: REMEDY

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

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

SECTION 6: RECOMMENDATIONS

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

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

Equipment/Supplies. Please specify:

Other. Please specify:

SECTION 7: EMPLOYEE SIGNATURES

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

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

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

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

Date _____

Submitted: _____

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

LETTER OF UNDERSTANDING

B E T W E E N:

**CORPORATION OF THE COUNTY OF LAMBTON
(NORTH LAMBTON LODGE and LAMBTON MEADOWVIEW VILLA)**
(Hereinafter referred to as "the Corporation")

A N D:

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

Re: Job Sharing

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

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

1. The Employees involved in job-sharing are entitled to all the terms of the part-time Addendum, except those which are modified as follows:
 - (a) Schedules will conform with Article 14 of the Collective Agreement which sets out scheduling.
 - (b) Total hours worked by the job-sharers shall equal one (1) full-time position. Job-sharers will have the option of determining between themselves which partner will work on scheduled shifts and will advise her/his Manager, however, all scheduled shifts must be covered. Such schedules will not be unilaterally imposed or changed by the Employer, but once the schedules are posted, they will not be changed without the permission of the Supervisor in the area concerned. Such permission will not be unreasonably withheld.
 - (c) Paid Holidays
Job-sharers will not be required to work, in total, more paid holidays than would one (1) full-time Employee, unless mutually agreed otherwise.
 - (d) Each job-sharer may exchange shifts with her or his partner as well as other Employees, as provided by the Collective Agreement.

(e) Coverage

i) It is expected that both job-sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the Unit Supervisor must be notified to book coverage. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences. Job-sharers shall be offered additional unscheduled shifts in compliance with Article 14.05(b) & (c).

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

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

(f) Implementation

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

(g) i) An incumbent full-time Employee wishing to share her or his position may do so without having her or his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

ii) It is understood and agreed that the arrangement is for a trial period of three (3) months for the full-time Employee originating the request. Once the trial period is over, the Employee cannot revert to her former position except under (i) below.

iii) Where two (2) full-time Nurses wish to job-share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the Collective Agreement.

(h) If one of the job-sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the remaining partner will revert to her or his former status. If the remaining Employee was previously full-time, the shared position will become her or his position. If the remaining Employee was previously part-time and there is no part-time position available, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

(i) Discontinuation

Either party may discontinue the job-sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties

within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

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

Signed at Wyoming, Ontario, this 23 day of July 2018.

FOR THE CORPORATION

Irene McClymont

Tonya Furtado

"Signed"

FOR THE UNION

David Shepherd

Elaine Armstrong

Tracey Millar

Krista Perry

LETTER OF UNDERSTANDING

B E T W E E N:

**CORPORATION OF THE COUNTY OF LAMBTON
(NORTH LAMBTON LODGE and LAMBTON MEADOWVIEW VILLA)**
(Hereinafter referred to as "the Corporation")

A N D:

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

Re: Extended Shifts

- (a) Extended shifts shall be introduced into either home, on a trial basis for a period of not less than six (6) months when:
 - i) eighty percent (80%) of the Full-time/Regular Part-time Employees in the unit who cast votes, excluding Employee's in temporary positions, so indicate by union supervised secret ballot, and
 - ii) the Corporation agrees to implement extended shifts, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended shifts shall be continued in either home beyond the trial period when:
 - i) eighty percent (80%) of the Employees (including both full-time and part-time) so indicate by secret ballot, such ballot to be held in the third last week of the trial period referred to in Article 1 (a), and
 - ii) the Corporation agrees to continue the compressed work week. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (c) Extended shifts may be discontinued in either home when:
 - i) sixty percent (60%) of the Full-time/Regular Part-time Employees in the home who cast votes, excluding Employee's in temporary positions, so indicate by a union supervised secret ballot, or
 - ii) the corporation serves notice of its desire to discontinue extended shifts because of:
 - A) adverse effects on patient care;

- B) inability to provide a workable staffing schedule; or
 - C) where the Corporation wishes to do so for other reasons which are neither unreasonable nor arbitrary
- (d) When either party in accordance with paragraph (c) above gives notice of discontinuation then:
- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuance in an attempt to resolve identified problems; and
 - ii) Where the parties are unable to resolve identified problems and where it is determined that the extended shifts are to be discontinued, the extended shifts will be discontinued sixty (60) days after the date of the meeting in (i) above.
- (e) The normal extended shifts shall be defined as:

0700 — 1900 days
1900—0700 nights

The Corporation will provide the Union with thirty (30) days' notice of any change in the extended shift hours.

(f) HOURS OF WORK

- i) The normal schedule for extended shifts shall be 1950 hours in a one-year period. Extended shift schedules may average 225 hours over a six week period.
- ii) The normal daily hours of work shall be 11.25 hours paid, including 45 minutes paid break and 45 minutes unpaid break as set out in the twelve hour period
- iii) Employee will not be required to work more than three (3) consecutive extended shifts without a day off.
- iv) Employees working extended shifts will be scheduled off a minimum of seventy-two hours (72) when changing from the night shifts to the day shifts.
- v) There will be no split shifts.
- vi) Unless otherwise requested by a nurse in writing, there shall be at least twelve (12) consecutive hours off between scheduled shifts of duty for Nurses working only twelve (12) hour shifts.
- vii) A Nurse will receive premium pay for all hours worked at the Corporation's request where she has received less than the minimum number of hours off since her last shift or more than the maximum number of consecutive shifts as set out above.

viii) APPLIES TO FULL TIME ONLY:

Employees will be scheduled every other weekend-off. Where a Nurse is off for a weekend, she will have sixty (60) consecutive hours off between the end of her scheduled Friday shift and the start of her next scheduled shift unless the Nurse agrees otherwise

An Employee receives premium pay for all hours worked on a second (2nd) consecutive and subsequent weekend, save and except where:

- A) such weekend has been worked by the Employee to satisfy specific days off requested by such Employee;
- B) such Employee has requested weekend work;
- C) such weekend is worked as a result of an exchange of shifts with another Employee.

APPLIES TO PART TIME ONLY:

Part time Employees shall be scheduled to receive six (6) weekends off in any twelve (12) week period but in no case shall any Employee be required to work more than two (2) consecutive weekends or parts thereof; and where an Employee is scheduled to be on duty for three (3) consecutive weekends, the employee will be paid premium payment for the weekend shifts worked on the third (3rd) weekend and each successive weekend until she is scheduled for an off-duty weekend save and except where:

- A) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- B) such employee has requested weekend work; or
- C) such weekend is worked as the result of an exchange of shifts with another employee.

The Corporation shall not cancel the prescheduled weekend shifts, which become a premium pay weekend as a result of being called in for work on the previous weekends off.

- (g) Shift schedules will be posted at least two (2) weeks in advance for a four (4) week period. These shifts may not be changed by the Corporation except by mutual consent

(h) Shift Differential and Weekend Premium

- i) Shift differential shall be paid for all hours worked between 1500 and 0700 for employees working the extended shift, in accordance with the rates set out in Article 15.05.
- ii) Weekend premium as per Article 15.08 shall be paid for all hours worked between 2300 hours Friday and 2300 hours Sunday.

(i) Paid Holidays

The Corporation shall recognize the paid holidays as set out in Article 12 of the Collective Agreement for employees working extended shifts.

Employees working the extended shift shall receive time and one-half (1.5) for all regular scheduled hours worked on a paid holiday.

Lieu days will be granted off in accordance with the employee's schedule. Nurses on extended shifts shall receive 12 lieu days off to consist of 7.5 hours each

All provisions in the Collective Agreement will apply to Employees working extended shifts unless expressly amended above.

The parties agree to meet prior to implementation to discuss applicable legislation and application thereof.

Signed at Wyoming, Ontario, this 23 day of July 2018.

FOR THE CORPORATION

Irene McClymont

Tonya Furtado

"Signed"

FOR THE UNION

David Shepherd

Elaine Armstrong

Tracey Millar

Krista Perry

LETTER OF UNDERSTANDING

B E T W E E N:

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

A N D:

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

Re: Salary Schedule (Part-Time Registered Nurses)

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

Signed at Wyoming, Ontario, this 23 day of July 2018.

FOR THE CORPORATION

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ONTARIO NURSES' ASSOCIATION
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Re: Accessing LHIN Funding for RPNs

Whereas the Corporation and the Union were directed by HLDAA Chair Laura Trachuk to develop a Letter of Understanding to address the impact of the additional MOHLTC/LHIN funding on the respective ratios included in the two (2) collective agreements, this Letter of Understanding:

- a. Permits the County to create and/or maintain up to one (1) new FTE, RPN in each Home in accordance with the funding restrictions,
- b. Provides that said position in each Home will not be included for the purposes of calculating the staffing ratio under the collective agreement, and
- c. Provides for a mechanism for the County to provide documentation verifying the nature of this restricted LHIN RPN funding at least annually.

Any future funding initiatives from the MOHLTC/LHIN will be discussed with the Union regarding access and implementation.

Signed at Wyoming, Ontario, this 23 day of July 2018.

FOR THE CORPORATION

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A N D:

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

Re: Part Time and Casual Employee Definitions for Scheduling Purposes

This Letter of Understanding is to clarify the definitions of a Part Time and a Casual employee for scheduling purposes.

Article 14.01 (b) of the collective agreement states "Part-time Employees shall be scheduled to work less than an average of sixty-five (65) hours in a biweekly pay period and shall be scheduled to receive at least one weekend off in every three.

A casual employee will not be scheduled shifts and will have no obligation to accept any shifts offered to them.

For further clarity, article 14.05 shall be interpreted as follows:

- Full-time nurses will be scheduled;
- All available nursing shifts will be scheduled by dividing them equally among all of the part-time nurses up to 65 hours in a biweekly pay period;
- Where shifts remain available to be scheduled, the shifts will be offered to part-time nurses on the basis of rotating seniority up to full-time hours;
- Where shifts remain available to be scheduled, the shifts will be offered to casual nurses.

This letter of offered without prejudice or precedent to any position the County may take in the future.

Signed at Wyoming, Ontario, this 23 day of July 2018.

FOR THE CORPORATION

FOR THE UNION

Irene McClymont

David Shepherd

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"Signed"

Tracey Millar

Krista Perry
