

**COLLECTIVE AGREEMENT**

Between:

**THE CORPORATION OF THE COUNTY OF HASTINGS**  
**(Hastings Manor, Belleville)**  
(Hereinafter called "the Employer")

And:

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter called "the Association")

**Expiry Date: March 31, 2016**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to maintain collective bargaining relations between the Home and its employees and to provide for the prompt and equitable disposition of grievances, and to establish and maintain mutual satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent for all Registered Nurses employed in a nursing capacity by the Corporation of the County of Hastings, at Hastings Manor in the City of Belleville, save and except the Assistant Director of Nursing, and those persons above the rank of Assistant Director of Nursing.
- 2.02 No Other Agreement
- No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representatives which conflict with the terms of this Collective Agreement.

## **ARTICLE 3 – DEFINITIONS**

- 3.01 "Employer" - the Employer is the Corporation of the County of Hastings, also referred to as the Corporation or the Home.
- 3.02 (a) "Full-Time Nurse" - a full-time nurse is an employee who regularly works 37-1/2 hours per week.
- (b) "Regular Part-Time Nurse" - a regular part-time nurse is an employee who regularly works less than 37-1/2 hours per week on a predetermined schedule.
- (c) "Casual Part-Time Nurse" - a casual part-time nurse is an employee who is employed to work on an occasional basis as and when required by the Employer subject to the employee's availability and does not normally have a predetermined schedule. Casual part-time nurses may occasionally be prescheduled only when regular part-time nurses are not available to replace nurses on vacation, statutory holidays, sick leave, pregnancy, parental leave or other leaves of absence.
- Upon accepting a schedule in these circumstances a casual part-time nurse loses her right to decline shifts in that schedule.
- 3.03 A registered nurse is defined as a person who is registered by the College of Nurses of Ontario, in accordance with the *Regulated Health Professions Act* as amended. Wherever the Collective Agreement makes reference to "registered nurses" such

reference shall be amended to reflect the appropriate designation established by the *Regulated Health Professions Act*. A registered nurse is required to present to the Director of Nursing by February 15th of each year, her or his current certificate of competence.

3.04 "Her" throughout this Agreement, will read "his" or "her".

Where the singular is used, it may also be deemed to mean the plural.

3.05 New employees shall be on probation for a period of 450 hours worked. The employment of probationary employees may be terminated at any time at the discretion of the Employer. The Employer in exercising this right however, shall not act in a discriminatory, arbitrary or bad faith manner. On completion of the probationary period, the employee shall be credited with seniority back to the date she or he was hired. Subject to the above, a probationary employee may grieve their termination.

- 3.06
- (a) The Employer will assign at least the same number of bargaining unit tours that were scheduled on each shift of each day of the last week ending prior to March 31, 1999.
  - (b) In the event the Employer cannot meet their commitment, it shall so notify the Union and fully disclose the reasons thereof.
  - (c) If the failure to staff is a legitimate recruitment issue, there shall be no violation of this Agreement. The Employer will make best efforts to recruit a replacement.
  - (d) Further, if there is a significant reduction in beds, occupancy levels or funding below the levels in effect as of March 31, 1999, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is no greater than necessary to offset the funding reduction.
  - (e) It is understood that this provision does not restrict the exercise of management's rights to make staffing and work assignment decisions on a day-to-day basis.
  - (f) If there is any other reason for the failure to staff in accordance with this article, the Union and Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.
  - (g) The Arbitrator/Arbitration Board will have authority to determine whether the reduction in staffing was appropriate and shall have jurisdiction to award an effective remedy.
  - (h) The assignment of patient care duties, including the delegation or direction of duties by members of the bargaining unit to other health care providers, shall be in accordance with the *Regulated Health Professions Act* and related statutes and regulations and in accordance with the guidelines established by the College of Nurses of Ontario from time to time and any Employer policy related thereto shall meet those requirements.

## **ARTICLE 4 – RELATIONSHIP**

### 4.01 No Discrimination

- (a) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee, because of her or his membership or non membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.
- (b) The Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practised with respect to any employees by reason of age, race, creed, colour, national origin, religion, political affiliation, sexual orientation, sex, marital status or any other grounds prohibited by the *Human Rights Code* of Ontario.

### 4.02 Union Activity

The Union will not engage in union activities during working hours or hold meetings at any time on the premises without the permission of the Administrator or designate.

## **ARTICLE 5 - STRIKES OR LOCKOUTS**

- 5.01 The Union agrees that there will be no strikes and the Employer agrees that there will be no lockouts during the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the *Labour Relations Act*, R.S.O. 1980, C.228, as amended.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

- 6.01 The Union agrees that it is the exclusive function of the Employer to:

- (a) To maintain order, discipline and efficiency and to establish, revise from time to time and enforce reasonable rules and regulations to be observed by the employees (such rules to be posted by the Employer and a copy sent to the Union).
- (b) To hire, discharge, direct, transfer, classify, promote, demote, suspend or discipline employees, and increase or decrease the working force.
- (c) To generally manage its Homes for the Aged.
- (d) To introduce new and improved facilities and equipment and methods to improve the efficiency of the Home for the Aged.
- (e) The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Agreement, and that a claim by the Union of unjust rules or regulations, discrimination, discharge, suspension or discipline may be the subject of a grievance under this Agreement.

## **ARTICLE 7 - UNION SECURITY**

- 7.01 The Employer shall deduct from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each employee. The Union shall notify the Employer, in writing, the amount of such dues from time to time. The Employer shall send to the Ontario Nurses' Association monthly, following such deductions, its cheque for the dues so deducted, along with a list of the names and the amount of such deduction for each employee.
- The list shall show the Social Insurance Number of each employee, terminations, new hires, and employees who are on leaves of absence.
- 7.02 The Employer will provide on each employee's annual T4 report the amount of dues deducted in the previous taxation year.

## **ARTICLE 8 – GRIEVANCE**

- 8.01 A grievance shall be defined as any matter arising out this Agreement or concerning the interpretation, application, administration or alleged violation of this Agreement. The grievance shall be in writing and shall only be considered if it is filed within ten (10) days of the event giving rise to the grievance. In the case of an employee who is prevented from submitting a written grievance within the time limits prescribed above, because of illness or authorized absence, such time limit will be extended for a period of five (5) days following the date of her or his return to work.
- Any time limits referred to in the Grievance and Arbitration Procedure shall be exclusive of Saturdays, Sundays, and Paid Holidays observed by the Employer.
- 8.02 Any employee may present a complaint without recourse to the formal written procedure contained therein.
- At any step of the grievance procedure, including the complaint stage, the employee may be accompanied by her or his union representative.

### Step 1

An employee, or the Union may present a written grievance within ten (10) working days to the Director of Nursing who shall have ten (10) working days in which to render a decision. Failing a satisfactory settlement after this period, within ten (10) working days, the second step of the grievance procedure may be invoked as follows:

### Step 2

The employee, or the Union, may submit the written grievance to the Administrator of the Home or designate, who shall have ten (10) working days in which to render a decision. If a satisfactory settlement cannot be reached within ten (10) working days, the third step of the grievance procedure may be invoked as follows:

### Step 3

The Grievance Committee shall then take the matter up with the Administrator of the County, his designated representative, or at his discretion, representatives of the

Personnel Committee of the County, who shall call a meeting of the Grievance Committee within fourteen (14) working days. The Administrator shall reply in writing within ten (10) working days of such meeting to the Chairperson of the Grievance Committee with a copy of his reply to the Labour Relations Officer (LRO) of the Ontario Nurses' Association. If the decision is unsatisfactory to the employee(s) or the Union, it may be referred to Arbitration.

8.03 Policy Grievance

The Union or the Employer may institute a grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of this Agreement within ten (10) working days after the circumstances giving rise to the grievance has occurred. Such grievance shall be originated at Step #2 of the Grievance Procedure.

8.04 Group Grievance

Where a number of employees have similar grievances they may present a group grievance in writing to the Administrator of the Home or designate within fourteen (14) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees. Such grievance shall be filed at Step #2 of the Grievance Procedure.

8.05 Should the Employer discharge or suspend any employee(s), notification by the Employer to such employee(s) shall be made in the presence of a union representative if one is available at work. The employee(s) and the Union shall be provided with written reasons for a discharge or suspension. Such grievance shall be filed within fourteen (14) working days at Step #3 of the Grievance Procedure.

## **ARTICLE 9 – ARBITRATION**

9.01 Composition of the Board of Arbitration

- (a) Before any grievance is submitted to arbitration, the parties may meet with a Grievance Mediator in order to attempt to resolve such grievance. The parties may refer any number of outstanding grievances to the Grievance Mediator for possible resolution. Each party shall pay one half (1/2) of the fees and expenses of the Grievance Mediator.
- (b) When either party requests that a grievance be submitted to arbitration, the grievance shall be submitted to one of the following panel of sole Arbitrators:

Felicity Briggs  
Jane Devlin  
Paula Knopf  
Louisa Davie

If a grievance has already been submitted to one of the Panel of Arbitrators, then any subsequent grievances shall be submitted to the next Arbitrator on the Panel. In order to accept an appointment, the Arbitrator must agree to render an award within thirty (30) days of the last day of hearing.

- (c) In the event that the parties mutually agree to refer a grievance to a tripartite Arbitration Board, the party requesting arbitration shall advise the other of its nominee to the Arbitration Board. Within ten (10) days thereafter, the other party shall answer in writing, indicating the name and address of its appointee to the Arbitration Board. The Chair shall be selected from the Panel of Arbitrators set out in paragraph 9.01(b) above.
- (d) Once appointed the Arbitration Board or single Arbitrator shall have all the powers set out in Section 50 of the *Labour Relations Act* including the power to mediate/arbitrate the grievance and to limit evidence and submissions.

#### 9.02 Failure to Appoint

If the recipient of the notice fails to appoint a nominee to the Arbitration Board, or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

#### 9.03 Board Procedures

The Arbitration Board shall hear and determine the difference or allegation, and shall issue a decision, and the decision is final and binding upon the parties and upon any employee affected by it.

#### 9.04 Decisions of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable upon all parties but in no event shall the Board of Arbitration have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or discipline grievances by any arrangement which in its opinion it deems just and equitable.

9.05 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of both parties to this agreement. Should any grievance not be submitted within the time limits specified, the employee shall be entitled to submit the grievance to the next stage including arbitration.

9.06 All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises or to review any working conditions which may be relevant to the settlement of the grievance.

9.07 Time limits fixed in the complaint, grievance and arbitration procedures may be extended by mutual consent of the parties.

9.08 The parties may agree to waive or extend any of the time limits established in the grievance procedure. Such agreement shall be expressed in writing and acknowledged by the parties.



## **ARTICLE 10 - EMPLOYEE FILE**

### 10.01 Use of Personnel Files

Provided an employee has an eighteen (18) month discipline free record, any disciplinary records (letters of reprimand, suspensions or other sanctions) shall be removed from the employee's personnel file.

### 10.02 Access to Personnel Files

An employee, on advance request shall have the right to access and review her or his personnel file, in the work place, and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the personnel record.

10.03 When any type of evaluation, performance appraisal, progress or assessment relating to job performance, nursing practice or other employment related matter is completed with respect to any employee, it is understood and agreed that such employee shall be given an opportunity to sign the document, indicate any area of disagreement and she or he shall also be provided with a copy of the document, upon request by the employee. It is understood that such signature does not necessarily constitute agreement of the contents of the document provided that the employee specifies the areas she or he disagrees with. Evaluations do not constitute disciplinary action against an employee.

## **ARTICLE 11 - UNION COMMITTEES**

11.01 The Home will recognize the following:

- (a) Two (2) union representatives who shall also comprise the Grievance Committee;
- (b) A Negotiating Committee of two (2) employees; plus a Labour Relations Officer (LRO).

It is understood and agreed that the Labour Relations Officer (LRO) is the signing authority for the Ontario Nurses' Association, and therefore any Agreement reached between the parties is of no force and effect without the agreement and signature of the Labour Relations Officer (LRO).

- (c) An Union-Management Committee comprised of two (2) employees and an equal number of representatives of the Home. The committee shall meet every two (2) months unless otherwise agreed. The duties of the Chairperson and Secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to the committee.

11.02 The Union will advise the Administrator of the Home or designate of the personnel serving on committees, within thirty (30) days of any change of personnel serving on these committees and the Home shall not be required to recognize any other committees.

11.03 Compensation for Union Committees

The Union acknowledges that the Union representatives will continue to perform their regular duties on behalf of the Home, and that such employees will not leave their duties without first obtaining the permission of their Director of Nursing or her or his delegate, and, on the completion of such duties shall report back to her or his, or to any job to which she or he has previously directed them. The union representatives shall advise her or his immediate supervisor of the type of meeting she or he will be attending. Such representatives of the Union will not lose money for time spent in the processing of grievances, attendance at negotiation sessions, or at the Union Management Committee level at a time that the representatives were scheduled to work.

11.04 It is understood that such permission shall not be unreasonably withheld.

11.05 (a) The Employer agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations up to and including mediation.

(b) Employees on the Negotiating Committee shall have the option of booking off for the evening or night shift of the preceding day, or the evening or night shift of the actual negotiating day, if scheduled to work these shifts.

11.06 (a) The Union shall appoint one (1) member of the bargaining unit to the Joint Occupational Health and Safety Committee in place at the Employer's premises. The Union's member shall be paid her or his regular straight time hourly rate for all time spent at meetings of this Committee, it being understood that such time spent shall not be subject to call-in pay (Article 16.06).

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

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

11.07 The Union shall have the right to have the assistance of representatives of, or consultant from, the Ontario Nurses' Association at any meeting with the Employer.

11.08 The Employer agrees to provide a representative of the Union with an opportunity of interviewing newly hired employees during their first week of employment for a period not to exceed fifteen (15) minutes.

11.09 All joint Employer Association meetings shall be scheduled where practical during the nurse's regular working hours. The Employer will provide replacement staff where operationally required.

## **ARTICLE 12 – SENIORITY**

### 12.01 Seniority Defined

Seniority shall be defined as the length of service with the Employer since the date of last hire. Seniority shall operate on a bargaining unit-wide basis. Seniority for part time employees shall be based on paid hours accumulated since date of last hire. It is recognized that paid hours up to September 17th, 1989, shall accumulate at the rate of 1600 paid hours to equate to one (1) year of full time service. Paid hours on and after September 17th, 1989, shall accumulate at the rate of 1500 paid hours to equate to one (1) year of full time service.

### 12.02 Probationary Employees

The probationary period shall be sixty (60) paid tours of duty. Upon written agreement of the Union, the Employer and the employee involved, the probationary period may be extended for a further period of thirty (30) paid tours of duty. If retained after the probationary period, the employee shall acquire seniority and will be credited with total hours worked since last date of hire.

### 12.03 Seniority List

The Home shall maintain up to date seniority lists showing the date upon which an employee's seniority commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment.

A copy of the seniority list shall be sent to the Union and posted on the bulletin boards in the employees' locker areas and outside the staff dining room in February of each year.

### 12.04 Seniority Retained and Accumulated

Seniority and service for nurses shall be retained and accumulated when an employee is absent from work for the following reasons:

- (a) When on approved leave of absence with pay;
- (b) When on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
- (c) When on pregnancy or parental leave.
- (d) When an employee is loaned by the Employer to another agency (secondment);
- (e) When in receipt of WSIB benefits as the result of injury or illness incurred while in the employment of the Employer;
- (f) For full-time nurses, when in receipt of illness allowance including LTD;
- (g) For part-time nurses, when absent due to illness or injury in excess of thirty (30) consecutive calendar days.

The rate of accumulation of seniority and service for part-time nurses will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the nurse is not absent due to vacation, pregnancy/parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

12.05 Seniority will be retained but not accumulated when an employee is absent from work under the following conditions:

- (a) When on an approved leave of absence without pay not provided in (b) above;
- (b) When absent due to layoff for a period of twenty-four (24) calendar months;

12.06 Loss of Seniority

An employee shall lose all seniority and will be deemed to be terminated if she or he:

- (a) Resigns;
- (b) Is discharged and not reinstated;
- (c) Is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) Is laid off for a period of longer than twenty-four (24) months;
- (e) Retires;

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

12.07 In the case of all vacancies, the Employer will post notice of such vacancy for seven (7) calendar days prior to making an appointment to any such position in order that any interested employee may apply. Postings will be filled in accordance with Article 12.08.

Notices of all postings shall be made at both Hastings Manor and Hastings Centennial Manor, it being understood that employees in the bargaining unit at the Home where the vacancy occurs shall have preference when the Employer fills the vacant position.

A transfer system will be established. Under such a system an employee will be able to indicate her or his interest (i.e. working in another location, or on a different shift), and the application will be considered as though s/he had made it at the time of posting.

An employee who transfers from one Home to the other will retain her or his seniority and service for all purposes of the Collective Agreement applicable to the bargaining into which the employee transfers.

Employees may indicate, in writing, their desire to be considered for future vacancies and this will be considered as an application.

A full time employee who is absent due to leave of absence or illness shall have the right to her or his former position as shall the employee(s) who fill the temporary vacancies.

12.08 In all cases of transfer, promotion, the following factors shall be considered:

- (a) Skill, ability, qualifications and experience;
- (b) seniority.

Where the factors in (a) are relatively equal, (b) shall govern.

The unsuccessful candidate shall be given reasons why she was not chosen for the transfer or promotion in writing from the Employer, if the unsuccessful candidate so requests.

12.09 Lay-Off and Recall

- (a) The lay-off employees shall be in reverse order of seniority providing that employees remaining are qualified to perform the available work. Probationary employees shall be laid off first.

Full-Time lay-offs shall be separate from Part-Time lay-offs. Notwithstanding this provision, when Full-Time or Part-Time employees choose to bump and there are no employees with less seniority on the applicable Full-Time or Part-Time seniority list as the case may be, then the lists will be merged for purposes of bumping.

Consistent with the opportunity to bump, all employees who are potentially impacted will be given notice of lay-off at the outset of the process.

The decision of the employee to choose to bump must be given to the Employer in writing within seven (7) calendar days following notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

No agency or new hires will be used when there is an employee on lay-off provided that the employees on layoff are qualified to perform the available work.

Recall to a regular Part-Time or Full-Time position shall be in order of seniority. Notice of recall will be sent by registered mail. An employee will respond within seven (7) calendar days and shall be available for work within fourteen (14) days unless otherwise agreed.

The Home and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service which the Home will undertake after the layoff.

Layoff and Recall - Long Term

- (b) In the event of a pending layoff of a permanent or long term nature, the Home will:
  - i) provide the union with at least ninety (90) days written notice.

- 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 employees to be laid off.
- (c) It is understood that permanent or long term nature means a layoff which will be longer than thirteen (13) weeks.

In the event of a layoff of a permanent or long-term nature, the Home will:

- i) provide to the affected employee(s), if any, no less than ninety (90) days written notice of layoff, or pay in lieu thereof.
- (d) Severance pay will be in accordance with the provisions of the *Employment Standards Act*.

#### 12.10 Transfer and Seniority Outside Bargaining Units

No employee shall be transferred to a position not covered by the provisions of the collective agreement with the Ontario Nurses' Association without her or his consent.

If an employee is so transferred, she or he shall retain her or his seniority acquired at the date of leaving the unit, but will not accumulate any further seniority.

If such an employee later returns to a position covered by the provisions of the Collective Agreement with the Ontario Nurses' Association, she or he shall be placed in a job consistent with her or his seniority. Such return shall not result in layoff or bumping of an employee holding greater seniority.

- 12.11 All seniority, illness, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee if she or he changes her or his status from full-time to part-time and vice versa. A part-time employee who changes her or his status to full-time will be given seniority credits on the basis of sixteen hundred (1600) paid hours of part-time being equivalent to one (1) year of full time service and vice versa (for hours paid before September 17th, 1989), and on the basis of 1500 paid hours of part time service being so equivalent (for hours paid on and after September 17th, 1989).

### ARTICLE 13 - LEAVE OF ABSENCE

#### 13.01 (a) Request for Leaves

The Home Administrator or designate may grant a leave of absence for personal reasons, without pay or without loss of seniority or occupation classification, to any employee requesting such leave. Such request shall be in writing and each case shall be dealt with on its own merits. Such request shall not be unreasonably withheld.

- (b) All leaves of absence shall be requested in writing as far in advance as possible, and a written reply will be given within fourteen (14) days of such request, except in cases of emergency.

In addition, employees on leave of absence in excess of thirty (30) continuous calendar days will be responsible for the repayment of all premium costs under Article 21.

13.02

(a) Union Leave

Upon written request, leave of absence without pay shall be granted to employees for Union business, providing operational requirements can be met. Permission for such leave will not be unreasonably withheld.

Leave of absence will be granted according to the following:

- i) No more than two (2) employees shall be on leave at any one time.
- ii) The aggregate total shall not exceed forty (40) days in any Calendar year.
- iii) The Employer shall not be responsible for overtime payment for any employee who may be required to work in place of another employee who is absent on Union business.
- iv) The Union will give at least two (2) weeks' notice when possible.

(b) Leave of Absence for Workers on the Board of Directors of the Ontario Nurses' Association

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay as she or he may require to fulfil the duties of the position. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

(c) Leave of Absence for the President of the Ontario Nurses' Association

An employee 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.

- (d) The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses (a), (b) and (c) above, and will bill the Union for such salary, as well as E.I., C.P.P., E.H.T. and W.C.B. premiums, and pension contributions. It is understood that employees accrue seniority and service for all purposes while on these Leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee.

(e) Leave of Absence for Employees Who Serve as Local Coordinators for the Ontario Nurses' Association

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of

fifty-five (55) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

13.03 Educational Leave

- (a) The Employer may grant leave of absence without pay and without loss of seniority for a maximum of twenty-four months to attend educational courses provided such courses are nursing related. All such requests shall be in writing and shall be subject to the approval of the Employer, which approval shall not be unreasonably withheld.
- (b) On the prior approval of the County Administrator, the Corporation agrees to reimburse the tuition fee of an employee who attends and successfully completes night school or special day courses or seminars that are job related.
- (c) Where the Employer requires the employee to take a course related to her or his employment with the Employer, upon successful completion of the course, the employee shall be reimbursed for the total tuition cost of such course, and such employee shall suffer no loss of wages benefits or seniority and service.
- (d) Education Reimbursement

Effective date of ratification Employees shall on the prior approval of the Director of Nursing and after successful completion of the course be entitled to receive reimbursement for employment related textbooks and / or course costs annually on presentation of receipt(s) for payment by the Director of Nursing or designate as follows:

|                     |                |
|---------------------|----------------|
| Full-time employees | Up to \$100.00 |
| Part-time employees | Up to \$50.00  |

Such payments shall be tax free if allowed by law.

13.04 Bereavement Leave

- (a) An employee shall be granted up to five (5) days leave without loss of pay or benefits in the seven (7) consecutive days immediately following the death of a spouse, fiancé, child/step child or parent (a parent may include a natural parent and/or step parent). "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. The Employer, in its discretion, may extend such leave with or without pay. Part-time employees will be credited with seniority and service for all such leave.

An employee shall be granted up to three (3) consecutive days leave without loss of pay or benefits ending not later than the day of the funeral in the event of the death of a brother, sister, grandparent, spouses' grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law.



- (b) Where an employee does not qualify for the above noted conditions, the Employer may nonetheless grant a bereavement leave. The Employer may extend such leave with or without pay.
- (c) Where travel is required, additional leave without pay may be granted at the discretion of the Employer.

#### 13.05 Paid Jury or Court Witness Duty Leave

- (a) The Employer shall grant leave of absence to an employee who is required to serve as a juror or who is subpoenaed as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or a Coroner's inquest in connection with a case arising from the employee's duties at the Home. The Employer shall pay such full time employee the difference between her or his regular earnings and the payment received for jury duty and Crown Witness attendance at Court (less expenses). The employee will present proof of service and the amount of such pay to the Employer.

Where an employee is required by the employer to attend any meetings with the Employer's counsel in preparation for a case which either arises from an employee's employment with the employer or otherwise involves the employer, the employer will make every reasonable effort to schedule such meetings at the Home during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her regularly scheduled hours, the employee shall be deemed to be at work for the time required to attend such meetings, including any travel time, and she or he shall be paid at regular or overtime rates, as applicable.

- (b) A part time employee shall be granted leave of absence on the terms as 13.05 (a) above except that she or he shall only be paid for those days when she or he was pre-scheduled to work.
- (c) An employee is required to notify the Employer as soon as possible of selection for jury duty.

#### 13.06 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The

employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period to a maximum of thirty tours (two hundred and twenty-five (225) hours for employees whose regular hours of work are other than the standard work day).

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

- (e) The Employer may request an employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between eighty-four percent (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 (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub, as proof that she is in receipt of Employment Insurance Pregnancy Benefits, and shall continue while the employee is in receipt of such benefits to a maximum period of fifteen (15) weeks. Normal weekly hours shall be determined by the average number of hours an employee working during the E.I. benefit determination period.

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.

### 13.07

#### Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) An employee who has taken a pregnancy leave as provided for above, is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the *Employment Standards Act*. An employee who is eligible for a parental leave who is the natural father or 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 employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption,

the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.

- (c) The employee shall be reinstated to his or her former position, unless her or his former position has been discontinued, in which case she or he shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided to a maximum of thirty (30) tours (two hundred and twenty-five (225) hours for employees whose regular hours of work are other than the standard work day).

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

- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act* shall be paid a supplementary employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her or his regular weekly earnings and the sum of her or his 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 employee's Employment Insurance cheque stub is proof that she or he is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks. Normal weekly hours shall be determined by the average number of hours an employee working during the E.I. benefit determination period.

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.

- (f) Employees will be entitled to a parental leave (including pregnancy leave) for a total period of twelve (12) months. Service and seniority will continue to accrue for a period of twelve (12) months. Employees will be eligible for such leave if the requirements in 13.06 and 13.07 are met.

### 13.08

#### Pre-paid Leave Plan

The Employer agrees to introduce a pre-paid leave program, funded solely by the employee, subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax

Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The employee must make written application to the Director of Nursing at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) One employee in the bargaining unit shall be permitted to be on prepaid leave at any time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the Union and the Employer.
- (d) Written applications will be reviewed by the Director of Nursing or her or his designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her or him until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other or his benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which she or he is participating. Contributions to the Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given the Director of Nursing. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give

the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her or his within a reasonable period of time.

- (l) The employee will be reinstated to her or his former position unless the position has been discontinued, in which case she or he shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
  - i) A statement that the employee is entering the pre-paid leave program in accordance with Article 13.08 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

- (n) Employees newly hired to replace employees who are on approved leave shall be laid off according to Article 12.09 upon the return of the employee on such approved leave.

#### 13.09 Quality Assurance Program

An employee shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing examinations required by the College of Nurses of Ontario arising out of the Quality Assurance Program.

### **ARTICLE 14 - PAID HOLIDAYS**

14.01 The following days shall be recognized as paid holidays under this agreement:

|                        |                  |
|------------------------|------------------|
| New Year's Day         | Civic Holiday    |
| 2nd Monday in February | Labour Day       |
| Good Friday            | Thanksgiving Day |
| Easter Monday          | November 11th    |
| Victoria Day           | Christmas Day    |
| Canada Day             | Boxing Day       |

In the event that the Provincial or Federal Government declares an additional holiday (such as Heritage Day), such holiday will be substituted for the 2nd Monday in February.

14.02 (a) Work on Holidays

When an employee works on a holiday, she or he shall receive premium pay at the rate of time and one-half (1-1/2) for the first seven and one-half hours (7-1/2) worked on such holiday, and provided that she or he has qualified for holiday pay in accordance with Article 14.03, shall receive another day off with pay.

(b) Payment for Entire Shift

If the major part of an employee's shift is worked on any one of the statutory holidays listed in this Article, such employee shall be paid at one and one-half (1½) times her or his regular rate for all work performed on the shift.

14.03 Qualifying for Paid Holidays

In order for an employee to qualify for payment of a holiday, such employee must work her or his last scheduled working day before, and her or his first scheduled working day after the holiday, unless the employee is absent on any such day with permission of the Employer, which permission shall not be unreasonably withheld.

## 14.04 Lieu days will be taken upon mutual agreement between the employee and the Director of Nursing.

An employee may accumulate up to three (3) lieu days, which may be taken at her or his request, singly, consecutively or added to her or his vacation. Such requests shall not be unreasonably withheld.

14.05 Holidays During Leave of Absence

An employee absent on an authorized leave of absence shall not be eligible for paid holidays observed more than thirty (30) days after such leave of absence began.

## 14.06 If a paid holiday falls, or is observed during an employee's vacation period, she or he shall be granted an additional day's vacation for each holiday, in addition to her or his regular vacation time, which shall be scheduled at a mutually agreeable time between the employee and her or his Employer.

## 14.07 The Employer shall endeavour to arrange for paid holidays off to be divided equitably amongst the employees.

## 14.08 Where a paid holiday falls in conjunction with an employee's scheduled weekend off, the Employer will endeavour to schedule the employee off duty on the paid holiday. Where a paid holiday falls in conjunction with an employee's scheduled weekend to work, the Employer will endeavour to schedule the employee to work on the paid holiday. The Employer will consider an employee's prior written request for scheduling of paid holidays, weekend and lieu days.

## 14.09 When an employee is scheduled off on a paid holiday, she or he shall be entitled to holiday pay for the paid holidays as outlined in 14.01.

**ARTICLE 15 – VACATIONS**

- 15.01 All full time employees shall receive vacation with pay based on length of full-time continuous service as follows:
- (a) Employees who have completed less than one year shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of six percent (6%) of gross earnings.
  - (b) Employees who have completed one (1) or more years of full-time continuous service shall be entitled to an annual vacation of three (3) weeks with three (3) weeks of pay.
  - (c) Employees who have completed three (3) or more years of full-time continuous service shall be entitled to an annual vacation of four (4) weeks with four (4) weeks of pay.
  - (d) Employees who have completed twelve (12) or more years of full-time continuous service shall be entitled to an annual vacation of five (5) weeks with five (5) weeks of pay.
  - (e) Employees who have completed twenty-one (21) or more years of full-time continuous service shall be entitled to an annual vacation of six (6) weeks with six (6) weeks of pay.
  - (f) Effective March 31, 2008, employees who have completed thirty (30) years or more of full-time continuous service shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks pay.
  - (g) For the purpose of this Article the term "gross pay" shall be interpreted as 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 Employer.
- 15.02 A part-time employee, or a full time employee who has not actually worked for more than ten months in the vacation year shall be granted vacation on the following basis:
- (a) Less than one year - 6% vacation pay and a pro rata amount of time;
  - (b) One or more years - 6% vacation pay and three (3) weeks of vacation;
  - (c) Three (3) or more years - 8% vacation pay and four (4) weeks of vacation;
  - (d) Twelve (12) or more years - 10% vacation pay and five (5) weeks of vacation;
  - (e) Twenty-one (21) years or more - 12% vacation pay and six (6) weeks of vacation.
  - (f) Effective March 31, 2008 – Thirty (30) years or more - 14% vacation pay and seven (7) weeks of vacation.

15.03 Vacation Pay on Termination

An employee leaving the employ of the Employer shall receive her or his applicable vacation pay for the vacation year plus her or his applicable entitlement for the period from the end of the vacation year to termination.

15.04 Prior to leaving on vacation, employees shall be notified of the day and time on which to report for work following vacation.

15.05 (a) Vacation pay shall be paid to full time employees on the pay day immediately preceding her or his vacation, if such request is made at least four (4) weeks in advance.

(b) Effective January 1, 2003, vacation pay shall be paid to part-time nurses on an accrual basis with each bi-weekly paycheck.

15.06 (a) A vacation schedule "blank" shall be posted on or before February 1<sup>st</sup> of each year. The vacation schedule "blank" shall be removed on February 28<sup>th</sup> of each year, and shall be considered final at 12:00 noon on that date. Employees must signify their vacation preference or preferences while the "blank" is posted. The Home shall confirm vacation requests by March 15<sup>th</sup>. Where vacations are to be taken prior to the posting of the vacation schedule "blank" the Employer will confirm vacation preference within fifteen (15) days of the request.

(b) Vacation Preference

Vacation preference as indicated on the vacation schedule referred to above shall be in strict order of seniority.

15.07 Vacation shall not accumulate from year to year. However, with the agreement of the Administrator of the Home or designate, an employee may request, and shall be permitted to carry over one (1) week of vacation into the succeeding vacation year.

15.08 For the purpose of Article 15, the "vacation year" shall be the calendar year commencing January 1 and the qualifying date for vacation allowances shall be this date.

15.09 Vacations shall normally be taken in periods of a week at a time provided that the Director of Nursing may exercise her or his discretion to grant vacation in periods of less than a week in special circumstances.

15.10 Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against her or his vacation credits.

**ARTICLE 16 - HOURS OF WORK AND OVERTIME**

16.01 It is understood and agreed that the Home is a twenty-four (24) hour day, seven (7) days per week, continuous operation and services must be maintained on a rotating basis.



The regular hours of work for all employees shall be seven and one-half (7-1/2) hours per day exclusive of a one-half (1/2) hour meal period. A shift will be seven and one-half (7-1/2) hours per day. It is understood that employees will be available for a short time, up to a maximum of ten (10) minutes at the conclusion of each shift for the purposes of reporting.

16.02 Should the employee be recalled to duty during her or his meal period, additional time shall be provided later in the tour.

16.03 Rest Periods

There shall be two (2) paid rest periods of fifteen (15) minutes in each full shift.

Employees will have the option of taking one (1) rest period of thirty (30) minutes per tour subject to the operation of the Home.

16.04 (a) An employee shall be scheduled off at least four (4) days in any two-week pay period. The schedule shall provide for days off to be consecutive.

Days off may be non-consecutive if requested by the employee and agreeable to the Home providing it does not necessitate the payment of overtime to any employee.

(b) An employee shall be scheduled off every second weekend off.

Full time employees will receive time and one-half (1-1/2) her or his regular straight time hourly rate for all hours scheduled on the second and subsequent consecutive weekend, save and except where:

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

(c) The following applies to part-time employees only:

If an employee works a fourth consecutive and subsequent weekend, she/he will receive premium payment of time and one-half (1 ½) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

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

(d) Posting of Schedules

Schedules shall not be changed without the consent of the Director of Nursing and the employee concerned.

Schedules will be posted in advance in such a way so that there is always four (4) weeks of schedule preposted.

Exchange of Shifts

With prior written approval of the Director of Nursing, employees may exchange shifts between themselves. No overtime will be paid where the result of an exchange would place the employee in an overtime situation.

(e) There shall be no split shifts.

(f) The Employer will endeavour to grant employees at least five (5) or more consecutive days off during Christmas or New Years, if requested. Christmas shall include December 24th, 25th and 26th, and New Year's shall include December 31st and January 1st. Employees shall rotate Christmas and New Year's from year to year. (i.e. an employee who works Christmas one year shall have Christmas off the following year.)

Schedules indicating time off at Christmas or New Years shall be posted no later than November 1st of each year.

Scheduling regulations may be waived between December 15th and January 7th in order that all employees shall receive at least five (5) consecutive days off at either Christmas or New Years.

(g) A weekend off shall be defined as fifty-six (56) consecutive hours off duty commencing no later than 2300 hours on Friday.

(h) Employees on permanent shifts shall not be scheduled to be rotated to any other shift without their written consent. Upon approval of the employee involved, employees assigned to permanent shifts may work each other's shifts for periods of up to two (2) months.

(i) The normal tours of duty are as set out below:

Days - 7:00 a.m. - 3:00 p.m.

Evenings - 3:00 p.m. - 11:00 p.m.

Nights - 11:00 p.m. - 7:00 a.m.

A period of sixteen (16) continuous hours off shall be scheduled off between a change of tours.

An employee shall be granted at least forty-eight (48) hours off following her or his scheduled night tour. A shorter period of time between changes of tour may be scheduled by mutual consent.

(j) The first tour of the day is the night shift.

(k) The workweek shall commence at 11:00 p.m. Thursday night.

- 16.05
- (a) All hours worked in excess of seven and one-half (7-1/2) hours in any work day, or seventy-five (75) hours in a two-week period, shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay. In no event shall an employee be scheduled for more than seven (7) consecutive shifts and all hours worked in excess of seven (7) consecutive shifts shall be paid at time and one-half (1-1/2) the employee's regular hourly rate.
  - (b) If an employee reports for work at her or his regular scheduled time and there is no available work for her or him in her or his regular job, she or he will be given either four (4) hours' work at another job, or four (4) hours' pay at her or his regular rate.
  - (c) If an employee's scheduled tour is cancelled with less than twenty-four (24) hours personal notice from the starting time of the scheduled tour, she or he may bump an employee junior to her or him or elect to receive a minimum of four (4) hours' pay at her or his regular straight time rate.

16.06 Call-in

When an employee is called in to work and reports to work outside of her or his regularly scheduled hours, she or he shall be compensated at time and one-half (1-1/2) her or his hourly rate, for all hours worked with a minimum of four (4) hours' pay at straight time.

16.07 Temporary Lay-Offs

No employee will be temporarily laid off from her or his scheduled shift in order to avoid payment of time and one-half (1-1/2).

16.08 Hours of Work

Effective December 31, 2002, when an employee works overtime on a tour for which she receives premium pay she shall be compensated at two (2) times her regular straight time hourly rate.

16.09 Job Sharing

Job Sharing is defined as an arrangement whereby two (2) or more employees share the hours of work of what would otherwise be a full time position.

- (a) The Home agrees that it will not unreasonably refuse a request from the Union:
  - i) on behalf of one or more of its full time employees who wish her or his position to be job shared.
  - ii) on behalf of one or more of its part time employees who would like to see a vacant full time position job shared.
- (b) The other half of the job sharing position in (i) above and both halves of the job sharing position in (ii) above, will be posted under the Collective Agreement.

- (c) Job Sharers who previously were full time and participating in OMERS, will receive nine percent (9%) in lieu of benefits and continue to be a member of OMERS. The Employer will continue to pay its share of OMERS contributions on behalf of said employee.
- (d) Total hours assigned on the posted schedule to the two job sharers shall equal one (1) full time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and Management.
- (e) The above schedules shall conform with scheduling provisions of the full time scheduling regulations of the Collective Agreement. Aside from scheduling provisions, job sharers will be governed by the Collective Agreement provisions applicable to part time employees. Job sharers will have the same access as other part time employees to additional shifts that need to be assigned.
- (f) Each job sharer may exchange shifts with her or his partner, as well as with other employees as provided by the Collective Agreement.
- (g) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full time employee would be required to work. The job sharers between them shall not be entitled to unworked holiday pay for any greater number of holidays than are part of the full time employee's entitlement.

#### Coverage

- (h) It is expected that both job sharers will cover each other's incidental illnesses and scheduled vacation. If, because of unavoidable circumstances, one cannot cover the other, the 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.
- (i) The job sharers in this agreement shall be entitled to all the terms and conditions as contained in the Collective Agreement between the parties, subject to the limitations in this Agreement.

#### Discontinuation

- (j) 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.
- (k) 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 shared position must revert to a full time position. The remaining employee will have the option of filling the full time position or reverting to a part time position for which she or he is qualified. If she or he does not become full time, the position must be posted in accordance with the Collective Agreement.

## **ARTICLE 17 – MISCELLANEOUS**

- 17.01 The Employer shall provide a bulletin board for the sole use of the Union.
- 17.02 A copy of this Agreement in a mutually agreed form will be issued to each employee now employed and as employed. The cost of printing this Agreement shall be equally shared between the Union and the Employer.
- 17.03 If facilities are available, the Employer may grant permission to the Union to hold meetings on the Employer's premises.
- 17.04 Employees shall be paid by direct deposit, at a bank of their choice, with pay to be deposited on Friday of every second week. Such monies shall be available at the commencement of banking hours on Friday.
- In weeks when a holiday is observed on a Friday by either the bank or payroll staff, pay will be available on Thursday.
- 17.05 Prior to affecting any changes in the Employer's policies or rules, which would affect employees covered by this Agreement, the Home shall notify the Union of proposed changes.
- 17.06 At date of ratification the Employer shall pay each employee a footwear allowance of one hundred and twenty-five (\$125.00) payable as of June 1st each year.
- 17.07 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Administrator of the County or his designated representative and the Ontario Nurses' Association.
- 17.08 **Criminal Reference Checks**
- Criminal reference checks, if required by statute or regulations for current employees, will be paid by the Employer.

## **ARTICLE 18 - PROFESSIONAL RESPONSIBILITY**

- 18.01 In the event that the Employer assigns a number of patients or a workload to an individual employee or group of employees such that she or he or they have cause to believe that she or he or they are being asked to perform more work than is consistent with proper patient care, she or he or they shall:
- (a)
    - i) Complain in writing to the Union Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Union Management Committee shall convene a meeting of the Union Management Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
    - ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Union Management Committee, the complaint

shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Employer, and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.

- iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment, and shall be empowered to investigate as is necessary and make such findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
  - iv) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Labour Relations Officer (LRO) and the Nursing Practice Officer, may attend meetings held between the Employer and the Union under this provision.
- (b)
- i) The list of Assessment Committee Chairpersons is attached as Schedule B and forms part of this Agreement. Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she or he would not be suitable due to connections with the Employer or Community, the next person on the list will be approached to act as Chairperson.
  - ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

#### **ARTICLE 19 – ORIENTATION/INSERVICE/PROFESSIONAL DEVELOPMENT**

- 19.01 (a) An orientation and inservice program will be provided to all employees; these programs shall be reviewed and discussed from time to time by members of the Association Management Committee.

A newly employed employee shall not be placed in charge, until she has been fully oriented to the home.

The following minimums shall be observed in the orientation of a newly-hired employee:

- i) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home on all three (3) shifts.
- ii) The period of orientation shall be for a minimum of seven (7) days. The Employer will not unreasonably deny requests for additional orientation.

- iii) She shall be scheduled as an additional employee to the usual staffing pattern.
  - iv) The employee or employees involved in the orientation will confirm that it has been completed, and this will be noted on the newly-hired employee's personal file, which will be reviewed with such employee, and the employee shall also be able to comment.
- (b) Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will provide programmes related to the Ministry of Health Long Term Care inservice requirements. Available programmes will be publicized.
  - (c) Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Home agrees that necessary computer training will be provided at no cost to the nurses involved.

## **ARTICLE 20 - WAGE SCHEDULE AND CLASSIFICATIONS**

- 20.01
- (a) The occupational classifications and the corresponding wage rates set out in Appendix A attached to this Agreement are hereby established as the classifications and wage rates for the employees covered by this Agreement.
  - (b) Where new positions are created or current positions reclassified, the Employer will advise the Union in advance of the nature of the position and the proposed salary rate, and if requested, the Employer agrees to meet with the Union to review the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification.

If the Union is not satisfied with the wage rate, the Union shall notify the Employer within thirty days (30) of notification of the new rates by the Employer, and negotiations of the rates shall commence. Failing the agreement on the rates, the dispute shall be submitted to binding arbitration provided in Article 8, Step #3, and such new or changed classification and wage rate shall become part of this Agreement.

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

### 20.02 Retroactivity

Each employee shall be placed on the salary grid in accordance with her or his service with the Employer, including full recognition of her or his past nursing experience as set out in Article 20.05 (a).

Any employee hired since April 1, 2004 shall be entitled to retroactivity from the date of hire. Any employee who has left the employ of the Employer and is entitled to retroactivity will be contacted by the Employer within thirty (30) days following the release of an Arbitration Award. The Employer's letter in this regard will advise the

terminated employee of the entitlement to apply for retroactive monies and the method by which application is to be made.

All retroactivity shall be paid within six (6) weeks following the release of an arbitration award and, if so paid, shall not bear interest. Retroactivity paid later than the six (6) week period shall include interest calculated at the prime rate.

Retroactivity shall be paid on wages alone, on a separate cheque.

- 20.03 (a) Shift Premium
- Effective February 26, 2015, an employee shall be paid a shift premium of one dollar and seventy-five cents (\$1.75) for each hour worked on the evening shift and one dollar and ninety-five cents (\$1.95) per hour for each hour worked on the night shift.
- (b) Weekend Premium
- Effective February 26, 2015, an employee shall be paid a weekend premium of one dollar and ninety-five cents (\$1.95) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or other such times as the parties may agree.
- 20.04 (a) Responsibility Allowance
- Effective April 1, 2012, an employee who is assigned the responsibility of relieving the Director of Nursing or the Assistant Director of Nursing shall be paid a responsibility allowance of one dollar and sixty cents (\$1.60) per hour.
- (b) In Charge of Building
- Effective February 26, 2015, when an employee is assigned the responsibility of Nurse-in-Charge of the building on weekends, and on evenings or night shifts, she or he shall be paid a responsibility allowance of one dollar and twenty cents (\$1.20) per hour in addition to her or his regular salary and tour differential. The Employer shall designate such employees.
- 20.05 (a) Effective December 31, 2002, employees shall receive recognition for recent related clinical experience on the basis of one annual service increment for each year of experience up to the maximum on the salary grid. This provision shall be applicable to nurses now employed and to new hires, but no adjustments shall be made prior to the effective date.
- (b) An annual increment shall be paid on each full time employee's anniversary date of employment, and, in the case of part time employees, after each sixteen hundred paid hours accumulated before September 17th, 1989, and after each fifteen hundred paid hours accumulated on and after September 17th, 1989.



**ARTICLE 21 - BENEFITS (FULL TIME ONLY)**

21.01 (a) The Corporation will make the following coverage available to full time employees in accordance with the rules and regulations of the plan and pay one hundred percent (100%) of the premium costs required for each regular full-time employee.

- i) Ontario Health Insurance Plan (so long as such premiums are payable).
- ii) Semi-private room coverage.
- iii) Effective March 31, 1993, a suitable Group Life Insurance Policy, for employees, in the amount of two (2) times her or his annual rate of earnings, rounded to the nearest hundred dollars, if not already a multiple thereof.
- iv) Voluntary major medical, no co-insurance plan, for which the Employer will pay seventy-five percent (75%) of the billed rate for full time employees who participate in the plan, in addition to the standard benefits.

Effective March 1, 2015, coverage for vision care to include laser eye surgery to a maximum of three hundred and fifty (\$350.00) per person every twenty-four (24) months plus a contribution for eye examinations to a maximum of seventy dollars (\$70.00) every twenty-four (24) months.

Add a deductible of \$22.50 for single and \$35.00 for family per year for Extended Health Care.

Effective September 1, 2012, coverage will include hearing aids (maximum three hundred and seventy-five (\$375.00) dollars per person -no loss of superior benefit) and paramedical coverage for massage therapy, chiropractic, and physiotherapist to a maximum of three hundred and seventy-five (\$375.00) dollars per service, per year for each person.

- v) The Employer agrees to seventy-five percent (75%) of the cost of the premiums for enrolment in a plan at least equivalent to Blue Cross Dental Plan #9, current Ontario Dental Association Schedule, as amended, and the employees hereby consent to have the remaining twenty-five percent (25%) of the cost of such premiums deducted from their pay cheques.

Effective December 31, 2002, the dental plan will provide for recall oral examinations once every nine (9) months (adults only).

Effective January 1, 2004, Bridges, Crowns, Inlays at fifty percent (50%) co-insurance to \$1000.00 cap will be added to the existing dental plan.

Effective April 23, 2007, complete and partial dentures at fifty percent (50%) co-insurance to one thousand dollars (\$1000) maximum per

person annually. Effective April 1, 2007, increase coverage to Crowns, bridgework and repairs to same (major restorative) fifty percent (50%) co-insurance to one thousand five hundred dollars (\$1500) maximum per person annually.

- vi) Effective April 23, 2007, reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.
- vii) Coverage for any new plan as set out in Article 21.01, shall be effective no later than thirty (30) days following the date of the arbitration award.

(b) Long Term Disability Plan

For full-time employees only, a long term disability plan with a benefit level of sixty-six and two thirds percent (66-2/3%) of monthly earnings, to a non-medical maximum of five thousand dollars (\$5,000.00) payable to age sixty-five (65) with a twenty-four (24) month own occupation definition of disability and a waiting period of seventeen weeks. There shall be no exclusion by reason of pre-existing psychological, drug, or alcohol, other than those provided in the plan.

The Employer undertakes to pay one hundred percent (100%) of the annual premium for the term of this Collective Agreement.

- (c) The County will continue to pay its portion of all group benefit premiums not eligible for a waiver of premium during the first twelve (12) months of disability. After this twelve month period, benefits not eligible for waiver of premium will be discontinued.
- (d) The Employer will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 13.06 and for a period of up to thirty-five (35) weeks while a nurse is on parental leave under Article 13.07 provided the employee continues to pay his/her share of the premiums.
- (e) Semi-private hospital insurance and extended health care benefits will be extended to active full-time nurses from the age of sixty-five (65), and up to the nurse's seventieth (70<sup>th</sup>) birthday, on the same cost share basis as applies to those nurses under the age of sixty-five (65). All other benefits shall cease at age sixty-five (65).
- (f) Nurses who are on layoff may continue to participate, for a maximum period of six (6) months from the date of layoff, in the Extended Health Care, Dental, Semi-Private and Accidental Death and Dismemberment benefit plans in which they were enrolled prior to layoff, provided the nurses make arrangements satisfactory to the Employer for the prepayment of one hundred percent (100%) of the cost of the premiums necessary to maintain such enrolment.

21.02 Sick Leave

The County shall implement and maintain a Short Term Disability Plan as outlined herein.

All full time employees shall be covered by the County of Hastings Short Term Disability Plan at no cost to the employee(s) which provides the following level of benefits:

SCHEDULE OF BENEFITS

| <u>Length of Service</u>      | <u>100% of Normal Earnings</u> | <u>75% of Normal Earnings</u> |
|-------------------------------|--------------------------------|-------------------------------|
| 3 months but less than 1 year | 5 days or 1 week               | 16 weeks                      |
| 1 year but less than 2        | 10 days or 2 weeks             | 15 weeks                      |
| 2 years but less than 3       | 15 days or 3 weeks             | 14 weeks                      |
| 3 years but less than 4       | 20 days or 4 weeks             | 13 weeks                      |
| 4 years but less than 5       | 25 days or 5 weeks             | 12 weeks                      |
| 5 years but less than 6       | 35 days or 7 weeks             | 10 weeks                      |
| 6 years but less than 7       | 45 days or 9 weeks             | 8 weeks                       |
| 7 years but less than 8       | 55 days or 11 weeks            | 6 weeks                       |
| 8 years but less than 9       | 65 days or 13 weeks            | 4 weeks                       |
| Over 9 years                  | 85 days or 17 weeks            | 0 weeks                       |

(a) Sick Leave During Vacation

Should an employee become ill prior to the commencement of their vacation as supported by a medical certificate or hospitalized while on vacation, they may substitute available sick days for scheduled vacation.

(b) Workers' Workplace Safety and Insurance

All employees shall be covered by the *Workplace Safety and Insurance Act* (Ontario). In cases where absence caused by accident or illness for which the employee is receiving compensation from the Workplace Safety and Insurance Board, the period of absence to be charged against the former accumulative sick leave plan shall be reduced to give effect only to the net salary paid by the Home to such employee with respect to such absence.

When an employee has exhausted all credits under the accumulative sick leave plan and is placed on Workplace Safety and Insurance, pay direct, the Employer shall pay one hundred percent (100%) of the group benefit premiums not eligible for a waiver of premium for a period of twelve (12) months from the date of disability. After this twelve month period, benefits not eligible for a waiver of premium will be discontinued.

An employee who is no longer deemed to have a compensable injury, shall be placed in her or his former or equivalent position with the Employer.

## (c) The former gratuity sick leave plan has been frozen effective July 1st, 1985. All accumulated sick leave days standing to the credit of the employee were frozen as of the same date.

All employees shall continue to be entitled to a pay-out of fifty percent (50%) of their accumulated sick leave credits to a maximum of one hundred (100) days for full-time employees. This pay-out will be paid upon the earlier of termination, retirement or death and will be based on the employee's earnings on the date of pay-out. In the meantime, the frozen days may be used to top up the short and long term disability plans on a pro rata basis. The maximum top up on the short term plan shall be one hundred (100%) percent and on the long-term plan shall be eighty-five percent (85%).

Employees whose accumulated sick days are not vested as of July 1st, 1985 are not entitled to any pay-out as outlined above until the vesting qualification has been met (i.e. after 5 years of accumulative service).

#### 21.03 Pension Plans

As provided under Provincial and Federal Legislation, employees and the Employer shall participate in the Canada Pension Plan and the Ontario Municipal Employees Retirement Act, as amended.

21.04 The Employer shall make available to each employee and the Union a copy of the information booklets for those insurance programs defined in the Collective Agreement and changes thereto. In addition, upon request by the Union, the Employer will provide to Union with a copy of those portions of the Master policy which apply to the Benefit Plans defined in this Collective Agreement.

### **ARTICLE 22 - MODIFIED DUTIES**

22.01 When it has been determined that an employee will be returning to work on a modified/light/alternate work program, the Employer will provide an opportunity for a representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to work. An employee's return to work will not be delayed because of the unavailability of a Labour Relations Officer (LRO) or a member of the local executive.

### **ARTICLE 23 - DURATION AND AUTOMATIC RENEWAL**

23.01 This Agreement will be in effect from April 1, 2013 until March 31, 2016 and will continue automatically for periods of one (1) year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date of its desire to amend or terminate this Agreement.

SIGNING PAGE

Dated at Belleville, Ontario this 30th day of November, 2015.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

ON BEHALF OF THE ONTARIO  
NURSES' ASSOCIATION

*"Rick Phillips"*

*"Jeff Lee"*

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Warden

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Labour Relations Officer

*"Jim Pine"*

*"Sue Croxford"*

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CAO

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Bargaining Unit President

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**APPENDIX "A"****SALARY SCHEDULE**

A.01

**Registered Nurse**

|          | Effective<br>April 1, 2013 | Effective<br>April 1, 2014 | Effective<br>April 1, 2015 |
|----------|----------------------------|----------------------------|----------------------------|
| Start    | \$ 30.17                   | \$ 30.59                   | \$ 31.02                   |
| 1 Year   | \$ 30.61                   | \$ 31.04                   | \$ 31.47                   |
| 2 Years  | \$ 31.12                   | \$ 31.56                   | \$ 32.00                   |
| 3 Years  | \$ 32.65                   | \$ 33.11                   | \$ 33.57                   |
| 4 Years  | \$ 34.20                   | \$ 34.68                   | \$ 35.16                   |
| 5 Years  | \$ 36.12                   | \$ 36.63                   | \$ 37.14                   |
| 6 Years  | \$ 38.06                   | \$ 38.59                   | \$ 39.13                   |
| 7 Years  | \$ 40.01                   | \$ 40.57                   | \$ 41.14                   |
| 8 Years  | \$ 42.85                   | \$ 43.45                   | \$ 44.06                   |
| 25 Years | \$ 43.61                   | \$ 44.22                   | \$ 44.84                   |

Retroactivity to be paid no later than 6 weeks upon date of ratification by both parties.

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.

**Note:** Employees with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the nine years level on the salary schedule effective April 1, 1990.

A.02 Part-time employees shall receive the same hourly rates as set out above.

A.03 A part-time employee shall receive in lieu of all fringe benefits (being those benefits paid to an employee in whole or part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, holiday pay, tour differential, responsibility allowance, court attendance, bereavement pay, jury and witness pay, reporting pay, call-back pay, and shoe allowance), an amount added to her or his daily tour equal to fourteen percent (14%).

Effective December 31, 2002, a part-time employee shall receive in lieu of all fringe benefits (being those benefits paid to an employee in whole or part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, holiday pay, tour differential, responsibility allowance, court attendance, bereavement pay, jury and witness pay, reporting pay, call-back pay, and shoe allowance), an amount added to her or his daily tour equal to thirteen percent (13%) of the applicable straight time hourly rate for those who are not enrolled in the

pension plan and nine percent (9%) of the applicable straight time hourly rate for those who are so enrolled.

**APPENDIX "B"****PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE CHAIRPERSONS**

Jayne Harvey  
18 Tudor Place  
Keswick, ON  
L4P 3N7

Anitta Robertson  
198 Corner Ridge Road  
Aurora, ON L4G 6L5  
Telephone: (905) 727-3072  
Fax: (905) 727-3624  
Email: [aanddrobertson@sympatico.ca](mailto:aanddrobertson@sympatico.ca)

Gayle Mackey  
56 Deerfoot Trail  
RR#4  
Huntsville, ON  
P1H 2J6  
Telephone: (705) 787-0012  
Fax: (705) 787-0113  
Email: [gmackay@cogeco.ca](mailto:gmackay@cogeco.ca)



**LETTER OF UNDERSTANDING**

Between:

**THE COUNTY OF HASTINGS  
(HASTINGS MANOR, BELLEVILLE)**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Joint Occupational Health and Safety Committee

At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the Act, shall be from the Union. The parties agree that it will not be a breach of this provision if only one employee representing workers is trained to be a certified worker and such employee is not from the Union provided that the next employee representing workers trained to be a certified worker is from the Union.

Dated at Belleville, Ontario this 30th day of November, 2015.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

ON BEHALF OF THE ONTARIO  
NURSES' ASSOCIATION

*"Rick Phillips"*

*"Jeff Lee"*

\_\_\_\_\_  
Warden

\_\_\_\_\_  
Labour Relations Officer

*"Jim Pine"*

*"Sue Croxford"*

\_\_\_\_\_  
CAO

\_\_\_\_\_  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

**THE COUNTY OF HASTINGS  
(HASTINGS MANOR, BELLEVILLE)**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Master Rotation

The Employer will notify the Union of any changes to the master rotation in order that the Union may have input into the proposed changes.

Dated at Belleville, Ontario this 30th day of November, 2015.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

ON BEHALF OF THE ONTARIO  
NURSES' ASSOCIATION

*"Rick Phillips"*

*"Jeff Lee"*

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Warden

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Labour Relations Officer

*"Jim Pine"*

*"Sue Croxford"*

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**LETTER OF UNDERSTANDING**

Between:

**THE COUNTY OF HASTINGS  
(HASTINGS MANOR, BELLEVILLE)**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Joint Occupational Health and Safety Committee

It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*.

The Occupational Health and Safety Committee will recommend appropriate solutions to promote health and safety in workplaces, including, but not limited to:

- Violence in the Workplace (include Verbal Abuse)
- Musculoskeletal Injury Prevention
- Needle Stick Injury Prevention
- Personal Protective Equipment
- Nurses who regularly work alone or who are isolated in the workplace.

Dated at Belleville, Ontario this 30th day of November, 2015.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

ON BEHALF OF THE ONTARIO  
NURSES' ASSOCIATION

*"Rick Phillips"*

*"Jeff Lee"*

\_\_\_\_\_  
Warden

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Labour Relations Officer

*"Jim Pine"*

*"Sue Croxford"*

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**LETTER OF UNDERSTANDING**

Between:

**THE COUNTY OF HASTINGS  
(HASTINGS MANOR, BELLEVILLE)**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Regular Part Time Commitment

1. All regular part time employees will be scheduled up to four (4) tours per pay period by seniority before any casual part time employees are utilized.
2. When regular part time employees have been given the opportunity to work up to their commitment, the Home will endeavour to offer additional tours to regular part time employees on the basis of seniority, prior to offering tours to casual employees, subject to the following:
  - i) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Home;
  - ii) A tour will be deemed to be offered whenever a call is placed;
  - iii) It is understood that the Home will not be required to offer tours which would result in overtime premium pay;
  - iv) When a regular part time employee accepts an additional tour, s/he must report for that tour unless arrangements satisfactory to the Home are made.
3. At Hastings Manor the parties agree that there are presently seven (7) permanent pre-scheduled part time employees. Extra shifts will offered to all part time employees (nine) hired as of September 1, 1995 up to the four (4) shifts in a pay period.
4. Holiday pay will only be paid to unscheduled part time employees hired after September 1, 1995 on the basis of qualifying under the *Employment Standards Act*.
5. Unscheduled part time employees hired prior to September 1, 1995 will qualify for holiday pay as per Article 14.03.

Dated at Belleville, Ontario this 30th day of November, 2015.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

ON BEHALF OF THE ONTARIO  
NURSES' ASSOCIATION

*"Rick Phillips"*

*"Jeff Lee"*

\_\_\_\_\_  
Warden

\_\_\_\_\_  
Labour Relations Officer

*"Jim Pine"*

*"Sue Croxford"*

\_\_\_\_\_  
CAO

\_\_\_\_\_  
Bargaining Unit President

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**THE COUNTY OF HASTINGS  
(HASTINGS MANOR, BELLEVILLE)**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Violence in the Workplace

WHEREAS the Employer and the Union recognize the Employer's obligation under section 25 (2) (h) to take every precaution reasonable to protect employees and section 32.0.5 (3) of the OHSA to provide information, including appropriate personal information, to an employee related to a risk of workplace violence from a person with a history of violent behavior.

The Parties agree as follows:

1. The Employer will report all incidents of violence to the Joint Health and Safety Committee for review.
2. The Employer will inform the Union within four (4) days of any employee who has reported they have been subjected to violence while performing his/her work.
3. The Employer, in consultation with the JHSC or health and safety representative, shall develop an effective written measure and procedure to put in place a visible warning system for all employees who may be exposed to residents who have a history of violent behavior.
4. Training on these measures and procedures will be developed, established and provided in consultation with the JHSC or health and safety representative in the workplace.

Dated at Belleville, Ontario this 30th day of November, 2015.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

ON BEHALF OF THE ONTARIO  
NURSES' ASSOCIATION

*"Rick Phillips"*

*"Jeff Lee"*

\_\_\_\_\_  
Warden

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Labour Relations Officer

*"Jim Pine"*

*"Sue Croxford"*

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CAO

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Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

**THE COUNTY OF HASTINGS  
(HASTINGS MANOR, BELLEVILLE)**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Violence in the Workplace & Workplace Harassment

WHEREAS the parties agree that the workplace should be free of harassment and violence, and;

WHEREAS the parties consider violence in the workplace totally unacceptable and will not tolerate its occurrence, and;

THEREFORE the parties shall cooperate to the fullest extent possible to ensure the workplace is free from violence.

APPENDED to this Letter of Understanding is a current copy of the Employer's Violence in the Workplace Policy HR #22 and Harassment in the Workplace Procedure HR #31 that may change from time to time.

Dated at Belleville, Ontario this 30th day of November, 2015.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

ON BEHALF OF THE ONTARIO  
NURSES' ASSOCIATION

*"Rick Phillips"*

*"Jeff Lee"*

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Warden

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Labour Relations Officer

*"Jim Pine"*

*"Sue Croxford"*

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CAO

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Bargaining Unit President

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## **Violence in the Workplace Policy**

**(Human Resource Policy No. 22)**

The Corporation of the County of Hastings is committed to the prevention of workplace violence and is ultimately responsible for worker health & safety. The County will take whatever steps are reasonable to protect our workers from workplace violence from all sources. All reports of incidents will be regarded as a serious offence.

Violent behavior in the workplace is unacceptable from anyone. This policy applies to all workers, contractors, supervisors, managers and department heads. Everyone is expected to uphold this policy and to work together to prevent workplace violence. A copy of this policy will be posted in the workplace.

There is a violence in the workplace procedure that implements this policy. It includes measures and procedures to protect workers from violence, a means of summoning immediate assistance and a process for workers to report incident, or raise concern.

The County of Hastings, as the employer, will ensure that this policy and the supporting program are implemented and maintained and that all workers and supervisors have the appropriate information and instruction to protect them from violence in the workplace.

Supervisors will adhere to this policy and the supporting program. Supervisors are responsible for ensuring the measures and procedures are followed by workers and that workers have the information that they need to protect themselves.

Every worker must work in compliance with this policy and the supporting program. All workers are encouraged to raise any concerns about workplace violence and to report any violent incidents or threats.

All concerns, complaints or incidents of workplace violence will be taken seriously. If the allegations constitute a violation of this Policy, management will investigate in a fair and timely manner while respecting workers' privacy as much as possible.

This policy will be reviewed annually.

Dated at Belleville this 29<sup>th</sup> day of May, 2014.

Corporation of the County of Hastings

*Rob Phillips*

Warden

*Jane Doe*  
 Chief Administrative Officer

The Violence in the Workplace Procedure No. 22 should be consulted whenever there are concerns about violence in the workplace.



|       |                  |              |               |
|-------|------------------|--------------|---------------|
|       | Original Issued: | Supersedes:  | Last Revised: |
| Date: | October 27, 2005 | May 27, 2010 | May 26, 2011  |

## 22 VIOLENCE IN THE WORKPLACE PROCEDURE

### 22.1 Purpose

The following procedure is intended to:

1. Supplement the County's Violence in the Workplace Policy No. 22. We recommend that all employees, supervisors, managers and department heads familiarize themselves with the County's Policy of Workplace Violence.
2. Create and foster a work environment free from workplace violence;
3. Provide a definition of workplace violence;
4. Establish and detail the responsibilities of all the persons in the County of Hastings workplace(s);
5. Ensure that incidents of workplace violence are reported;
6. Ensure that complaints of workplace violence are handled in a timely and equitable manner; and
7. Ensure that alleged incidents may be reported without fear of reprisal and employees reporting same will know the matter will be treated confidentially.

### 22.2 Scope

This procedure applies to all County of Hastings employees regardless of position, classification or union membership. This procedure also applies to all persons who attend a County of Hastings workplace including, but not limited to, all visitors, contractors, vendors and delivery persons.

### 22.3 Definitions

#### 22.3.1 Workplace Violence/Misconduct is defined as:

1. The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker. This includes, but is not limited to, physical acts such as punching, hitting, kicking, pushing, damaging property or throwing objects;
2. An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker;
3. A statement or behavior (or series of statements or behaviors) that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker in a workplace that could cause physical injury to the worker. This includes, but is not limited to, shaking fists, verbal abuse, bullying, written statements, swearing, insults, condescending language, rumours, pranks, or arguments; and,
4. Bringing a weapon of any kind to a County of Hastings workplace or possessing a weapon of any kind while carrying out County of Hastings business, or threatening to bring a weapon to a County of Hastings workplace.

- 22.3.2 A “complainant” means an employee(s) who has brought forward or filed a complaint under this procedure, alleging violence/ misconduct in the workplace.
- 22.3.3 A “respondent” means an employee(s) against whom allegations under this procedure are made.
- 22.3.4 “Reprisal” is any action taken against an individual in retaliation for:
- a. having invoked this procedure whether on behalf of oneself or another individual;
  - b. having participated or co-operated in any investigation under this procedure; or
  - c. having been associated with a person who has invoked this procedure or participated in these procedures.
- 22.3.5 Workplace(s) include all places where County of Hastings business occurs:
1. County buildings (whether owned or leased) and surrounding perimeter including parking lots, sidewalks and driveways;
  2. Company vehicles;
  3. Off-site locations where County of Hastings business occurs;
  4. County of Hastings sponsored functions and recreational or social events, whether taking place on County of Hastings grounds or elsewhere; and
  5. Travel for County of Hastings.
- 22.3.6 Workplace Coordinator is the Department Head or designate who will act as a coordinator with respect to workplace violence.
- 22.4 Responsibilities
- 22.4.1 Corporation of the County of Hastings is responsible for:
1. Providing a framework for the identification and resolution of issues regarding workplace violence/misconduct.
- 22.4.2 Human Resource Department is responsible for:
1. Overall administration of this procedure;
  2. Providing advice and guidance to Supervisors, Managers and Department Heads regarding the application of this procedure;
  3. Providing assistance and guidance to employees as requested;
  4. Interpreting relevant provisions in applicable legislation and collective agreements;
  5. Coordinating training regarding violence/misconduct in the workplace for management;
  6. Facilitating intervention or support services where applicable;
  7. Providing a safe place for the complainant until the investigation completed; and
  8. Acting as a resource to the Supervisor or Manager during the investigation process.
- 22.4.3 Department Heads are responsible for:
1. Taking reasonable preventative measure to protect employees and others from workplace violence;

2. Ensuring that a workplace violence assessment is conducted of their area of responsibility;
3. Ensuring all employees in their department are trained in this procedure as well as specific workplace violence training that was identified during the workplace violence risk assessment;
4. Providing active support to managers and supervisors in implementing this procedure;
5. Ensuring that this procedure is communicated to contractors and other person who attend County of Hastings workplaces;
6. Providing a safe place for the complainant until the investigation completed;
7. Assigning a person the role of Workplace Coordinator; and
8. Exercising responsibilities similar to those described for supervisors and managers, for their area of responsibility.

22.4.4 Supervisors and Managers are responsible for:

1. Understanding and adhering to the requirements of this procedure;
2. Communicating and reviewing this procedure with the employees;
3. Verifying that all contractors and others who attend County workplaces are aware of this procedure;
4. Training employees in County of Hastings procedures that address the workplace violence risk(s) applicable to the employee;
5. Recommending employees report complaints or incidents of workplace violence;
6. Responding to all complaints or incidents of workplace violence, that they become aware of, or ought reasonably to be aware of, in a professional manner appropriate for the circumstances of the complaint or incident;
7. Providing a safe place for the complainant until the investigation completed;
8. Promptly reporting all complaints or incidents of workplace violence they receive or witness to the Workplace Coordinator ; and
9. In consultation with the Human Resources Department, providing employees, who have been subjected to workplace violence with appropriate supports,(eg Employee Assistance Programs).

22.4.5 Employees are responsible for:

1. Complying with this procedure at all times to protect themselves and others in the workplace from workplace violence;
2. Immediately notify their Supervisor or other designated person of any incident of workplace violence whether the notifying worker is the victim or not. In the case of an extreme or imminent threat of physical harm to themselves or any person from workplace violence, the worker should contact the police; and
3. Fully cooperating in any investigation of complaints or incidents of workplace violence or breaches of this procedure.

22.4.6 Investigator(s)

Any person(s) either internal or third party, who is appointed by the County of Hastings to act as an investigator into a complaint under this procedure of violence/misconduct has the responsibility to investigate the allegation, document a summary of the investigation and findings in the form of a written report and if appropriate, recommend a course of action to remedy the complaint.

22.6 Procedures

### 22.6.1 Workplace Violence Assessments and Control Measures:

1. A risk assessment of violence will be performed in an approved format.
2. All County of Hastings workplace(s) per Section 22.3.5 will be assessed. The workplace violence assessment will include, but is not limited to:
  - i. Physical environment and work conditions (lighting, barriers)
  - ii. Work practices (working alone, handling cash)
  - iii. Interviews and questionnaires to staff
  - iv. Review of past incidents, complaints and recommendations
  - v. First Aid logs
3. The results of the workplace violence assessment will be communicated to the Joint Health & Safety Committees or Representative in writing.
4. When the Workplace Violence Assessment is completed and the hazards are identified, an action plan will be submitted to the Department Head. The action plan should include recommendations to eliminate or reduce the risk of workplace violence.
5. The risk shall be reassessed as often as is necessary to ensure that this procedure and related programs continue to protect workers from workplace violence. Changes in environment, reports of incidents, changes in job descriptions, or change of location may trigger such a reassessment.

### 22.6.2 Training:

1. All employees will receive training on their roles and responsibilities around workplace violence. This will include, but is not limited to:
  - The Occupational Health & Safety Act
  - Violence in the Workplace Policy and Procedure
  - Departmental procedures and standards
  - Reporting an incident
  - Potential threats in their occupation
  - Identifying potential threats

### 22.6.3 Reporting Threats or Workplace Violence all employees will:

1. Immediately report any incidents of workplace violence/misconduct to Supervisor, Manager or Department Head (or designate).
2. Immediately take action when necessary, including, but not limited to, calling the Police, Fire Department, and Ambulance Services, and summoning employees certified in First Aid.
3. Record the complaint and/or incident, in writing, on an Employee Violence Incident Report Form.
4. Following the report of an incident, the appropriate Department Head (or designate) shall ensure, where appropriate, that the complainant to the incident is in a safe location at the workplace so that the incident can be investigated and addressed;
5. The Department Head (or designate) and/or the Human Resource Department shall coordinate the provision of assistance to employees who were the target of violence or witness to violence and who may suffer adverse effects from the situation, if necessary.
6. If an incident of workplace violence involves a person who is not an employee of the County of Hastings, the Department Head (or designate) will report the incident to that person's employer and/or such other person as the County of Hastings determines is appropriate in the circumstances.

#### 22.6.4 Investigation

1. All complaints or incidents of workplace violence/misconduct will be promptly investigated by the Department Head (or designate) and supported by the Human Resources Department. Where the respondent is a County of Hastings employee, the investigation will be conducted as quickly and confidentially as possible in the circumstances.
  2. The Department (or designate) will assess the potential risk to County of Hastings employees and take appropriate action to prevent further objectionable behaviour. This may include consultation with other management personnel or the Human Resources Department; and,
  3. The Department Head (or designate) will co-ordinate intervention services or provision of assistance for the complainant, respondent and/or any witnesses who may suffer adverse effects from the situation. This may include consultation with the Human Resources Department and/or Employee Assistance Program, etc.;
- Note: Even though a formal complaint may not have been lodged, a Supervisor or Manager and any member of the Human Resources Department or Health & Safety Coordinator have a responsibility to address the workplace violence. If the Supervisor or Manager or member of the Human Resources Department or Health & Safety Coordinator becomes aware, or ought reasonably to be aware, he/she may initiate and sign a complaint.
4. Investigations will follow the process outlined in Human Resource Procedure 56 – Investigation Procedures.

#### 22.6.5 Domestic Violence

1. Any employee experiencing violence outside of the workplace (ie domestic violence) that may create a risk of danger to themselves or others in the workplace is encouraged to report such violence so that the County of Hastings can take reasonable preventive steps to ensure the protection of the worker(s).
2. As soon as a Supervisor, Manager or member of the Human Resource Department becomes aware that domestic violence has occurred or could enter the workplace a Safety Plan should be established to minimize the risk.
3. Developing the Safety Plan will be prepared on a case-by-case basis with input from the victim and will be customized to meet the needs of the individuals involved. The Safety Plan may include, but is not limited to:
  - i. Identifying increased safety measures such as door security, emergency contact numbers preprogrammed into communications devices, installation of panic buttons and code words to indicate a potential situation
  - ii. Preparing an action plan to address the possibility of violence at the worksite such as police notification and/or building security
  - iii. Emergency Response
  - iv. Identifying available resources and support
  - v. Identify what information will be communicated to whom (minimum number of employees)
  - vi. Expectations for confidentiality

- vii. Consequences if confidentiality if breached
4. If warning signs of domestic violence are noticed and the victim does not come forward him/herself and a Supervisor, Manager, Department Head or member of the Human Resource department should:
    - i. Talk to the victim privately about what you or others have seen. Express concern for their safety.
    - ii. Provide information on help that is available (for example, Employee Assistance Program, community counseling) and offer referrals to appropriate agencies (for example, shelters, Assaulted Women's Helpline).
    - iii. Develop a Safety Plan with input from the victim.
    - iv. Implement security measures, (even if victim does not confirm abuse).
    - v. Explore alternative work arrangements to increase safety.
    - vi. Consider permitting temporary leave that would allow the worker to deal with legal issues, find housing and childcare or cope with any other issues.
  5. If victim does not confirm domestic violence:
    - i. Assure the victim you are available to talk anytime and that support is available.
    - ii. Recognize that the victim know the most about the violence.
    - iii. Advise the victim of the employers' responsibility for workplace safety and ask the victim to tell you if safety in the workplace becomes a concern.
    - iv. Continue to monitor the situation.

## 22.7 Confidentiality

The County of Hastings will make every effort to ensure confidentiality of employees involved in a workplace complaint or incident. Confidentiality extends to all records relating to complaints, including but not limited to meetings, interviews and investigation results. Breaches of confidentiality will be subject to appropriate disciplinary action. Complainants, respondents and witnesses will be advised to maintain confidentiality concerning complaints, or incidents. Any record of discipline that occurs as a result of a complaint or incident will be included in the disciplined employee's file. However, all records are subject to disclosure as may be required by legislation or a court of law.

## 22.8 No Reprisal

Workplace violence and this policy are serious matters. This policy prohibits reprisals against employees who have made good faith complaints or provided information regarding a complaint or incident of workplace violence. Employees who engage in reprisals or threats of reprisals may be disciplined up to and including dismissal from employment.

Any reprisal or threat of reprisal against an employee making a complaint or participating in the investigation of a complaint is regarded as a serious offence and the Employer will implement disciplinary action, up to and including discharge from employment, in accordance with Policy 8 – Discipline (Warning Procedure);



Employee Signature: \_\_\_\_\_

Date: \_\_\_\_ \ \_\_\_\_ \ \_\_\_\_

DD MM YY

Distribution: Department Head  Supervisor  Human Resources

Employee





## Harassment in the Workplace Policy

(Human Resource Policy No. 31)

The Corporation of the County of Hastings is committed to providing a work environment in which all individuals are treated with respect and dignity. It is crucial that, in the workplace, everyone, regardless of their role or position in the organization, conduct themselves in a respectful and professional manner.

Workplace harassment will not be tolerated from any person in the workplace. Everyone in the workplace must be dedicated to preventing workplace harassment. Department Heads, managers, supervisor and workers are expected to uphold this policy, and will be held accountable by the County of Hastings. Any workplace harassment will be regarded as a serious offence. A copy of this policy will be posted in the workplace.

Workplace harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace – a comment or conduct that is known or ought reasonably to be known to be unwelcome.

Harassment may also relate to a form of discrimination as set out in the Ontario Human Rights Code, but it does not have to.

Workers are encouraged to report any incidents of workplace harassment.

All concerns, complaints or incidents of workplace harassment will be taken seriously. If the allegations constitute a violation of this Policy, management will investigate in a fair and timely manner while respecting workers' privacy as much as possible.

Nothing in this policy prevents or discourages a worker from filing an application with the Human Rights Tribunal of Ontario on a matter related to Ontario's Human Rights Code within one year of the last alleged incident. A worker also retains the right to exercise any other legal avenues that may be available.

This policy will be reviewed at least annually.

Dated at Belleville this 29<sup>th</sup> day of May, 2014.

Corporation of the County of Hastings

*Rick Phillips*

Warden

  
Chief Administrative Officer

Harassment in the Workplace Procedure No. 31 should be consulted whenever there are concerns about harassment in the workplace.

|       |                  |              |               |
|-------|------------------|--------------|---------------|
|       | Original Issued: | Supersedes:  | Last Revised: |
| Date: | January 27, 1994 | May 27, 2010 | May 26, 2011  |

## 31 HARASSMENT IN THE WORKPLACE PROCEDURE

### 31.1 Purpose

The following Procedure is intended to supplement the County of Hastings Harassment in the Workplace Policy No. 31. We recommend that all employees, supervisors, managers and Department Heads familiarize themselves with the County's Policy.

This procedure provides a broad framework for the identification and resolution of issues concerning the behaviour/conduct of employees and is intended to guide all staff in their dealings with colleagues. However, the procedure does not address all possible situations that may arise in employment with the County of Hastings but rather outlines a set of principles to guide staff with respect to acceptable and unacceptable behaviours.

Please note that, by way of **Violence in the Workplace Policy No. 22, and Ontario Human Rights Code Violation Policy No. 55**, the County of Hastings also provides a means through which employees can seek resolution to violence or misconduct in the workplace, discriminatory or harassing behaviour.

### 31.2 Scope

This procedure applies to all County of Hastings employees regardless of positions, classification or union membership. This procedure also applies to all persons who attend a County of Hastings workplace including, but not limited to, all visitors, contractors, vendors and delivery persons.

### 31.4 Definitions

#### 31.4.1 Workplace Harassment (inappropriate behaviour or objectionable conduct) is defined as:

1. engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome objectionable or offensive, including but not limited to, unwelcome verbal and written remarks, jokes, activities, sexual or other inappropriate behaviours;
2. Sexual Harassment which may include but is not limited to the following:
  - a. Any deliberate and unsolicited sexual comment, suggestion or physical contact that creates an uncomfortable working environment for the recipient and is made by a person who knows or ought reasonably to know that such action is unwelcome;
  - b. a sexual advance or solicitation made by a person where the person making the advance or solicitation knows or ought reasonably to know that it is unwelcome;
  - c. 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;
- d. unwelcome remarks, jokes, sexual innuendoes, or taunting about a person's body, attire, sex, personal or social life;
  - e. practical jokes of a sexual nature, which cause awkwardness or embarrassment;
  - f. displaying and/or distributing pornographic pictures or other offensive material of a sexual nature, either through printed copy or personal computer;
  - g. leering (suggestive staring) or other gestures;
  - h. unnecessary physical contact such as touching, patting or pinching;
  - i. requests for sexual favours; and
  - j. sexual assault.
3. Poisoned Work Environment which may include behaviours, conduct, comments or activities, based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status or disability which are not directed at a specific individual, but nonetheless generate a degrading or offensive work environment for others. Some examples may include but are not limited to the following:
    - a. displaying of material that is sexually explicit or degrading, racist, ethnic or religious in a degrading or derogatory manner; or,
    - b. use of patronizing behaviour or language which reinforces stereotypes and undermines self-respect or adversely affects work performance or work conditions.
  4. Workplace harassment does not include:
    - a. appropriate direction, evaluation, or discipline by a Supervisor or Manager;
    - b. stress associated with the performance of job duties; and
    - c. friendly teasing or bantering that is mutually acceptable.
- 31.4.2 A "complainant" means an employee(s) who has brought forward or filed a complaint under this procedure, alleging inappropriate behaviour or objectionable conduct in the workplace.
- 31.4.3 A "respondent" means an employees(s), visitor or contractor against whom allegations under this procedure are made.
- 31.4.4 "Reprisal" is any action taken against an individual in retaliation for:
- a. having invoked this procedure whether on behalf of oneself or another individual;
  - b. having participated or co-operated in any investigation under this procedure; or
  - c. having been associated with a person who has invoked this procedure or participated in these procedures.
- 31.4.5 Workplace(s) include all places where County of Hastings business occurs:
1. County buildings (whether owned or lease) and surrounding perimeter including parking lots, sidewalks and driveways;
  2. Company vehicles;

3. Off-site locations where County of Hastings business occurs;
4. County of Hastings sponsored functions and recreational or social events, whether taking place on County of Hastings grounds or elsewhere; and
5. Travel for County of Hastings.

31.4.6 Workplace Coordinator is the Department Head or designate who will act as a coordinator in respect to inappropriate behaviour or objectionable conduct in the workplace.

### 31.5 Rights and Responsibilities

31.5.1 Corporation of the County of Hastings is responsible for:

1. Providing a framework for the identification and resolution of issues regarding workplace harassment;
2. Posting Policy No. 31 – Workplace Harassment Policy in a conspicuous place in the workplace; and
3. Ensuring Policy No. 31 – Workplace Harassment Policy is reviewed at least annually.

31.5.2 Department Heads are responsible for:

1. Taking reasonable preventative measure to protect employees and others from inappropriate behaviour or objectionable conduct in the workplace;
2. Ensuring all employees in their department are trained in this procedure;
3. Providing active support to Supervisors and Managers in implementing this procedure;
4. Ensuring that this procedure is communicated to contractors and other persons who attend County of Hastings workplaces;
5. Ensuring the complainant is in a safe place during the investigation;
6. Assigning a person the role of Workplace Coordinator; and
7. Exercising responsibilities similar to those described for Supervisors and Managers, for their area of responsibility.

31.5.3 Supervisors and Managers are responsible for:

1. Creating and maintaining a respectful workplace;
2. Taking a proactive role to stop inappropriate behaviour or objectionable conduct;
3. Understanding and adhering to the requirements of this procedure;
4. Communicating and reviewing this procedure with the employees;
5. Verifying that all contractors and others who attend County workplaces are aware of this procedure;
6. Training employees in County of Hastings procedures that address inappropriate behaviour or objectionable conduct applicable to the employee;
7. Recommending employees report complaints or incidents of inappropriate behavior or objectionable conduct;
8. Responding to all complaints or incidents of inappropriate behaviour or objectionable conduct, that they become aware of, or ought reasonably to be aware of, in a professional manner appropriate for the circumstances of the complaint or incident;
9. Promptly reporting all complaints or incidents of inappropriate behaviour or objectionable conduct they receive or witness to the Workplace Coordinator;
10. Ensuring that the complainant remains in a safe place during the investigation;

11. In consultation with the Human Resources Department, providing employees, who have been subjected to inappropriate behaviour or objectionable conduct with appropriate supports,(eg Employee Assistance Programs);

#### 31.5.4 Human Resource Department is responsible for:

1. Overall administration of this procedure;
2. Providing advice and guidance to Supervisors, Managers and Department Heads regarding the application of this procedure;
3. Providing assistance and guidance to employees as requested;
4. Interpreting relevant provisions in applicable legislation and collective agreements;
5. Co-ordinating training regarding inappropriate behaviour or objectionable conduct in the workplace for management;
6. Facilitating intervention or support services where applicable; and
7. Acting as a resource to the Supervisor or Manager during the investigation process.

#### 31.5.5 Complainant

As a complainant, employees have the right under this procedure to have their complaint treated seriously and to be thoroughly investigated; and

1. Have their complaint held in confidence in so far as is necessary for the purposes of investigating the complaint or taking disciplinary action in relation to the complaint (this means that your complaint will be shared with the person against whom the complaint was made);
2. Be accompanied by another person, including a union representative or legal counsel (non-union), for support during all interviews related to the complainant; and
3. Have the Employer take all reasonable steps to ensure that they are protected from any repercussions resulting from the filing of a complaint. However, in accordance with the rights of the person about whom a complaint has been filed (see respondent below), any complaint will be shared with the accused.

As a complainant, the employee(s) has the responsibility to:

1. Firmly, but politely, make their disapproval or unease known to the other person and ask them to stop. (It is expected that employees do not retaliate. Otherwise, they may end up looking like the perpetrator and will most certainly cause confusion for those responsible for investigating any complaint.);
2. Keep a factual journal or diary of events in as much detail as possible including dates, times, nature of unwelcome behaviour, names of witnesses and any steps you may have taken to address the unwelcome behaviour or to stop the problem;
3. Keep copies of any letters, memos, e-mails, faxes, etc. received from that person;
4. Make a complaint to or seek assistance from a supervisor/manager, senior staff member or member of the Human Resource Department within a reasonable period of time. (If you feel your concerns have not been properly considered or have been minimized, proceed to the next level of management);
5. Co-operate with those responsible for investigating your complaint;
6. Keep their involvement and the nature of the complaint confidential (failure to do so may result in disciplinary action); and
7. Express the complaint honestly and accurately (In the event it is determined that malicious, false or willfully damaging accusations have been made against an individual, disciplinary action (up to including dismissal for cause) may be taken against the complainant and any other employee making such statements).

## 31.5.6 Respondent

Employees against whom a complaint has been made (respondent) have the right under this procedure to:

1. Be informed that a complaint has been filed;
2. Be accompanied by another person for support during all interviews related to the employee, including a union representative or legal counsel (non-union);
3. Be fully informed of all the allegations; and
4. Respond to those allegations; or
5. Be provided the opportunity to respond or decline to respond, as the case may be, to the allegations. In any event, the investigation will be continued whether the accused responds or not or declines to participate.

Employees against whom a complaint has been made (respondent) have the following responsibilities:

1. Although employees have the right to decline to participate in any investigation, they may not impede efforts of the person or persons conducting the review of the complaint;
2. Seek assistance from a Supervisor or Manager, a member of the Human Resource Department and/or Union Representative to obtain advice and direction on what may be the appropriate course of action; and
3. Keep their involvement and the nature of the complaint confidential (failure to do so may result in disciplinary action).

## 31.5.7 Union is responsible for:

The role of the Union under and this procedure is to:

1. Provide support to bargaining unit members, whether a complainant and/or respondent.
2. If requested to do so by the bargaining unit member, represent them in the investigation.

## 31.5.8 Investigator(s) are responsible for:

Any person(s), either internal or third party, who is appointed by the Employer to act as an investigator into a complaint under this procedure of inappropriate behaviour or objectionable conduct has the responsibility to:

1. Investigate the allegation, document a summary of the investigation and findings in the form of a written report and if appropriate, recommend a course of action to remedy the complaint;
2. Conduct the investigation in an objective and expedient manner and in accordance with this procedure;
3. Ensure the responsibilities and procedures are carefully explained to all involved parties;
4. Ensure both the complainant and respondent are asked for a list of witnesses;
5. Provide the written report and recommendations to the Director of Human Resources and/or Department Head (or designate);
6. Address confidentiality at all stages of the investigation process; and
7. At the completion of the case, forward all records and documents to the Director of Human Resources for secure storage. An internal investigator should keep no documents.

31.5.9 All Employees are responsible for:

1. Respecting the diversity brought to the workplace by other employees;
2. Creating a respectful workplace through fostering respectful behaviour toward others;
3. Professionally, challenge inappropriate behavior or objectionable conduct when it happens and refuse to participate in that behaviour;
4. Reporting inappropriate behavior or objectionable conduct to Supervisor, Manager or Department Head (or designate); and
5. Keeping their involvement in any complaint, including its nature, confidential (failure to do so may result in disciplinary action).

31.6 Procedures:

1. It is incumbent upon an employee who feels that he/she has been subject to workplace harassment to make his/her concern known to the person responsible for the alleged behaviour/conduct. The employee should politely but directly inform the person that his/her conduct or comment is unwelcome or offensive, against County of Hastings policy and their actions and/or behaviors must stop.
2. Employees who are not confident or comfortable with 31.6.1 and who believe they have been subjected to inappropriate behaviour or objectionable conduct are encouraged to discuss the matter with a Supervisor or Manager or a member of the Human Resources Department for coaching, support, advice and if necessary intervention.
3. The Supervisor or Manager or a member of the Human Resources Department will assess the potential risk to County of Hastings employees and take appropriate action to prevent further objectionable behaviour. This may include consultation with other management personnel or the Human Resources Department; and
4. The Supervisor or Manager may co-ordinate intervention services or provision of assistance for the complainant, respondent and/or any witnesses who may suffer adverse effects from the situation. This may include consultation with the Human Resources Department and/or Employee Assistance Program, etc.;
5. Following the report of an incident, the appropriate Department Head (or designate) shall ensure, where appropriate, that the complainant to the incident is in a safe location at the workplace so that the incident can be investigated and addressed;
6. If an incident of inappropriate behaviour or objectionable conduct that involves a person who is not an employee of the County of Hastings, the Department Head (or designate) will report the incident to that person's employer and/or such other person as the County of Hastings determines is appropriate in the circumstances.

Note: Even though a formal complaint may not have been lodged, a Supervisor or Manager and any member of the Human Resources Department or Health & Safety Coordinator have a responsibility to address the inappropriate behaviour or objectionable conduct. If the Supervisor or Manager or member of the Human Resources Department or Health & Safety Coordinator becomes aware, or ought reasonably to be aware, he/she may initiate and sign a complaint.

7. If informal attempts at resolving the issue are not appropriate, or proving to be ineffective, the employee may make a formal written complaint to his/her Supervisor or Manager, the next uninvolved management representative in the line of authority (please see notes below) or the Director of Human Resources (or designate). When an employee makes a written complaint, it must be clearly communicated that it is a

complaint under this policy. Complaints are filed as soon as possible within the thirty (30) days following the incident(s). The person receiving the complaint must acknowledge that a complaint has been received.

Note:

- If the Supervisor is involved in the complaint, then the complainant may take his/her complaint directly to the Manager, or his/her uninvolved designate, for appropriate action.
- If the Manager is involved in the complaint, then the complainant may take his/her complaint directly to the Department Head, or his/her uninvolved designate, for appropriate action.
- If the Department Head is involved in the complaint, then the complainant may take his/her complaint directly to the Chief Administrative Officer, or his/her uninvolved designate, for appropriate action.
- If the Chief Administrative Officer is involved in the complaint, then the complainant may take his/her complaint directly to the Warden for appropriate action.

### 31.6.1 Training:

All employees will receive training on their roles and responsibilities around workplace harassment. This will include, but is not limited to:

- The Occupational Health & Safety Act
- Harassment in the Workplace Policy & Procedures
- Departmental procedures and standards
- Reporting an incident

### 31.6.3 Investigation:

1. All complaints or incidents of inappropriate behaviour, objectionable conduct will be promptly investigated by the Department Head (or designate) and supported by the Human Resources Department. Where the respondent is a County of Hastings employee, the investigation will be conducted as quickly and confidentially as possible in the circumstances.
2. Investigations will follow the process outlined in Human Resource Procedure No. 56 – Investigation Procedures.

### 31.7 Confidentiality

The County of Hastings will make every effort to ensure confidentiality of employees involved in a workplace complaint or incident. Confidentiality extends to all records relating to complaints, including but not limited to meetings, interviews and investigation results. Breaches of confidentiality will be subject to appropriate disciplinary action. Complainants, respondents and witnesses will be advised to maintain confidentiality concerning complaints, or incidents. Any record of discipline that occurs as a result of a complaint or incident will be included in the disciplined employee's file. However, all records are subject to disclosure as may be required by legislation or a court of law.



31.8 The following apply to disciplinary measures:

1. Where the investigation concludes that inappropriate behaviour or objectionable conduct contrary to:
  - a. Violence in the Workplace Procedure No. 22;
  - b. Harassment in the Workplace Procedure No. 31; or
  - c. Ontario Human Rights Code Violation Policy No. 55has occurred, the Employer may implement disciplinary action, up to and including discharge from employment, in accordance with County of Hastings Policy 8 – Discipline (Warning Procedure);
2. The Employer may take whatever remedial action is necessary in order to eliminate the possibility of inappropriate behaviour or objectionable conduct reoccurring. Such action may include, but is not limited to, attendance at education, training sessions or any other remedial measures that, in the circumstances, may be deemed appropriate.

31.8 No Reprisal

Any reprisal or threat of reprisal against an employee making a complaint or participating in the investigation of a complaint is regarded as a serious offence and the Employer will implement disciplinary action, up to and including discharge from employment, in accordance with Policy 8 – Discipline (Warning Procedure).