

**COLLECTIVE AGREEMENT**

Between:

**THE CORPORATION OF THE COUNTY OF HURON**

And:

**ONTARIO NURSES' ASSOCIATION**

**Expiry date: March 31, 2020**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Agreement is to establish by mutual agreement, an orderly collective bargaining relationship between the Employer and the nurses concerned, and to provide for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all nurses within the bargaining unit.
- 1.02 It is recognized that the nurses wish to work together with the Employer to secure the best possible nursing care and health protection for residents.
- 1.03 Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed by the Corporation of the County of Huron at its Huronview Home for the Aged and Huronlea Home for the Aged, save and except Director of Care and persons above the rank of Director of Care and one Associate Director of Care who works three days per week.
- 2.02
- (a) A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 16.01.
  - (b) A part-time nurse is a nurse who works less than the regular hours of a full-time nurse.
  - (c) A casual part-time nurse is an employee who is offered work on a call in basis, but who does not work a regular schedule.
- 2.03
- (a) A registered nurse is a nurse who holds a Certification of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Nursing Act.
  - (b) A nurse is required to present to the Director of Care or designate on or before January 31<sup>st</sup> of each year, evidence that her or his Certificate of Registration is in good standing and currently in effect, unless the Employer uses the College of Nurses of Ontario automated registration process. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the

nurse being placed on non-disciplinary suspension by the employer will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the employer. Such termination shall not be the subject of a grievance or arbitration.

- 2.04 The word "nurses" when used in this Agreement shall mean persons included in the above described bargaining unit.
- 2.05 Whenever the feminine pronoun is used in the Agreement, it includes the masculine pronoun and non-binary where the content so requires. Where the singular is used, it may also be deemed to mean the plural and vice-versa.
- 2.06 Work normally performed by members of the bargaining unit shall not be assigned to persons outside the bargaining unit except in situations of emergency or for the purpose of instruction or experimentation.
- 2.07 The Employer agrees to give representatives of the Ontario Nurses' Association access to the Home for the purpose of discussing Union business with the Home, such as investigating grievances, attending meetings or otherwise assisting in the administration of this Agreement.
- 2.08 It is understood and agreed that the Labour Relations Officer is the signing authority for the Ontario Nurses' Association and therefore any agreement reached between the parties is of no force or effect without the agreement and signature of the Labour Relations Officer.
- 2.09 The Employer agrees that if the Huronview or Huronlea Homes for the Aged operations covered by this Agreement, or any part thereof, are moved, amalgamated or otherwise transferred to a location or building operated by the County of Huron outside the present location of the bargaining unit operated by the County of Huron, this Collective Agreement shall thereupon also be applicable at the new location.
- 2.10 The Union will not engage in Union activities during working hours, or hold meetings at any time on the premises of the Employer without the permission of the Employer.
- 2.11 The Employer shall upon entry into any service agreement with the Ministry of Health in respect of residents cared for by members of this bargaining unit provide to the Union copies of any documents or materials which it is required to post in the Home pursuant to the Long Term Care Homes Act.
- 2.12 The Employer will assign a minimum number of bargaining unit RN hours as follows:
- Huronview – at least two hundred and forty-seven and one-half (247.5) hours weekly
- Huronlea – at least one hundred and eighty (180) hours weekly

### **ARTICLE 3 - MANAGEMENT FUNCTIONS**

- 3.01 The Union recognizes that the management of the Home and the direction of the workforce are fixed in the Employer except as specifically limited by the provision of this Agreement. It is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency;
  - b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of suspension, discharge or discipline without cause may become the subject of a grievance to be dealt with as hereinafter provided;
  - c) determine, in the interest of efficient operating and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
  - d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
  - (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses.
- 3.02 The Employer shall not exercise its rights in a manner that is inconsistent with the Collective Agreement.
- 3.03 The Collective Agreement shall be administered in a fair and reasonable manner.

### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement, or any applicable legislation.
- 4.02 It is agreed that there will be no discrimination by either party on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation or any factor which is not pertinent to the employment relationship. Where such terms have been defined in the *Human Rights Code*, they shall have the same meaning.
- 4.03 The Employer agrees to abide by the Respect in the Workplace Policy in effect in the County of Huron.

## **ARTICLE 5 - NO STRIKES AND LOCKOUTS**

5.01 The Union agrees that there will be no strikes, and the Employer agrees that there will be no lockouts in the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act. R.S.O. 1990, as amended.

## **ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES**

6.01 (a) The Employer will recognize the following:

A committee of two (2) elected nurses, one (1) of whom shall be identified as the Bargaining Unit President. The Bargaining Unit President may assist nurses in presenting grievances; and in representing the Union in the discussion of matters concerning the interpretation of their Collective Agreement. The Employer further recognizes this committee as the agent for re-negotiation of this Agreement.

(b) i) A Union-Management Committee composed of an equal number of representatives of the Employer and the Union. One of the Employer representatives shall be the Director of Care or her designate and one of the Union representatives shall be the Bargaining Unit President or her designate and a representative of the other site. Meetings of this committee shall be held at the request of either party, but at least every other month unless otherwise agreed. The purpose of this committee shall be to discuss matters relating to workload, scheduling matters, job content and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between parties.

ii) The parties agree that suitable subjects for discussion at the joint Union-Management Committee will include aggressive residents.

6.02 The Union will supply the Employer with the names of its representatives and any changes thereto.

6.03 (a) If a Representative must leave her regular duties for a period of time in order to attend to Union business, she will first obtain the permission of her Supervisor. Such permission will not be unreasonably withheld. Upon completion of her business, the Representative will report to her Supervisor and then return to her regular duties.

(b) The Employer agrees to pay up to two (2) members of the Negotiating Committee for all time spent during negotiations, up to but not including arbitration. Nurses who are required to attend at negotiations shall not be scheduled to work the shift immediately following the shift in which the meeting is scheduled. Where negotiations take place on a scheduled day

off the nurse will be provided with an unpaid alternate day off at a mutually agreed to time.

- 6.04 The Union Committee shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association.
- 6.05 During the orientation period, a nurse representative will be allowed a reasonable period of time, up to one-quarter (1/4) hour, within regular working hours to interview nurses and to discuss the benefits and duties of the Union members and responsibilities to the Union and the Employer. During such interview, membership forms will be provided to the nurse.
- 6.06 The Employer agrees that when nurses are required to serve on committees that have both Employer and Union members, the meetings shall be scheduled during the nurse's regular working hours, where possible, or the nurse shall be paid for all hours spent at the meeting outside her regular working hours at her regular hourly rate of pay.

#### **ARTICLE 7 - UNION SECURITY**

- 7.01 The Employer shall deduct, in the first payroll period in each month, from the earnings of all employees in the bargaining unit, a sum equal to the monthly union dues for each employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings within that month. The deduction period for an employee may be extended where the employee does not receive pay in a particular month.
- 7.02 Such dues shall be deducted monthly from each employee, but in the case of a newly-hired employee such deduction shall commence in the first pay period immediately following her date of hire.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 The Union shall indemnify and save the Employer harmless with respect to any liability for dues so deducted and remitted.
- 7.05 The total amount deducted pursuant to Article 7.02 shall be remitted monthly to the Vice-President, Local Finance of the Union by email, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses (last name, first name, employee number) from whom deductions were made, the nurses' social insurance numbers, and amount of dues deducted. The list shall also include, paid/unpaid leave of absence and any employees who have not paid any dues. The Employer shall provide the information in electronic format.

At least once per year, a master list shall be provided to the Union which includes the addresses and telephone numbers of each employee listed above, and shall also include a summary of the preceding year, by month, with the name of each employee who has not paid dues but has retained employee status, and the reason(s) therefor.

A copy of the above lists shall be provided to each of the Provincial Union and Bargaining Unit.

- 7.06 The Employer will provide each nurse with a T-4 slip showing the dues deducted in the previous year, for income tax purposes.

## **ARTICLE 8 - OCCUPATIONAL HEALTH & SAFETY**

### 8.01 Joint Occupational Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.
- (b) The Employer agrees to recognize as a member of its Joint Occupational Health and Safety Committee one (1) representative selected or appointed by the Union from within the Bargaining Unit.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend action to be taken to improve conditions related to health and safety.
- (d) The Employer agrees to provide necessary information to enable the Committees to fulfil their function.
- (e) All time spent by a member of the Joint Occupational Health and Safety Committee attending meetings of the Committee and carrying out her duties shall be deemed to be work time for which she shall be paid by the Employer at her regular hourly rate, and she shall be entitled to such time from her work as is necessary.
- (f) The Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee at least one (1) ONA representative who is trained to be a certified worker representative selected or appointed by the Union.

Scheduled time spent in obtaining the workers certification by the Occupational Health and Safety representative of ONA shall be paid by the Employer at the nurses regular rate of pay.



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

#### 8.02 Modified Work/Return to Work Programs

The Employer and the Union recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses based on the following principles;

- (a) A nurse has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.
- (b) A nurse participating in this program will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher.
- (c) A nurse with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/ illness job or other suitable work.
- (d) A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable work. Every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
- (e) In order to return a worker with a disability to her/his pre-injury job, appropriate accommodation may include, but is not limited to, modifications to the job or work station, reorganization of the work, provision of additional staff, and/or retraining of the worker in order to perform the essential duties of the pre-injury job or alternative suitable work that may become available.

#### 8.03 Infectious Diseases

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

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

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

## 8.04

Violence in the Workplace

- (a) Workplace violence shall include workplace violence, harassment and sexual violence as defined by the Occupational Health and Safety Act 2016. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will take every precaution reasonable in the circumstance to rectify the situation.
- (b) The Employer agrees to develop formalized policies, controls, procedures, and training in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies, controls, and procedures shall be communicated to all employees.
- (c) The Employer and employees will report all incidents of violence (including incidents of resident actions) to the Joint Health and Safety Committee for review. The Employer will address health and safety concerns of employees presented in that forum in a manner consistent with the Occupational Health and Safety Act 2016.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.
- (f) 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 OHS Act to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent behaviour.
- (g) The Employer, in consultation with the JHSC or health and safety representative, shall develop effective controls and procedures for a warning system for all employees who may be exposed to residents who have a history of violent behaviour. Training on these measures and

procedures will be developed and provided in consultation with the JHSC or health and safety representative.

## **ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURES**

9.01 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible and it is understood that a nurse has no grievance until she has first given her Director of Care opportunity of adjusting her complaint. Such complaint shall be discussed with her Director of Care within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse and the Director of Care shall reply within five (5) days. It may then be taken up as a grievance within five (5) days following advice of her Director of Care's decision in the following manner and sequence:

### **STEP NO. 1**

A nurse(s) or the Union on her/their behalf or in its own stead may present a grievance in writing to the Director of Homes or designate. Such a grievance must be presented within fifteen (15) days of its occurrence or when it came to the attention of the nurse or the Union. The Director of Homes, or designate shall render a decision in writing within five (5) days following the day on which the grievance was submitted. If the decision is unsatisfactory to the nurse(s) or the Union, Step No. 2 may be followed within ten (10) days.

### **STEP NO. 2**

Within ten (10) days following the decision under Step No. 1 the nurse with the assistance of a nurse representative if desired, may submit the written grievance to the Senior Manager of Human Resources or designate. The parties, including the Labour Relations Officer, will meet within ten (10) days of the filing of the grievance. The Senior Manager of Human Resources or designate shall deliver her decision in writing within five (5) days of the meeting being held. A copy of the second step grievance reply will be forwarded to the Labour Relations Officer.

It is further understood that the Senior Manager of Human Resources or her designate may have such counsel and assistance as she may desire at such meeting. If the decision is unsatisfactory to the nurse or the Union, it may be referred to arbitration in accordance with the arbitration procedure.

9.02 A nurse is entitled to be represented by a member of the Bargaining Unit when formal written discipline is imposed, or at any step of the grievance process.

In cases where discipline involves suspension or discharge, the nurse shall be notified of this right in advance. Any grievance against suspension or discharge shall be initiated at Step No. 2.

9.03 The release of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this Agreement.

9.04 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement, shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer will be forwarded in writing to the Bargaining Unit President, with a copy to the Labour Relations Officer of the Ontario Nurses' Association. The grievance shall then be treated as having been initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.05 Group Grievance

Where a number of nurses have identical grievances, they may present a group grievance in writing to the Administrator, or his designate, within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this article shall then apply with respect to the processing of such grievance.

9.06 (a) Arbitration

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

(b) Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

9.07 It is understood and agreed that the Union has carriage of all grievances filed by the Union throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the nurses.

- 9.08 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within ten (10) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of ten (10) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 9.09 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.10 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.11 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.12 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority; and where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 9.13 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 9.14 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory, and failure to comply strictly with such time limits except by written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 46 of The Labour Relations Act.
- 9.15 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.
- 9.16 The Employer will provide the necessary facilities for Step 2 grievance meetings.

**ARTICLE 10 - JOB SECURITY**

- 10.01 (a) The Employer shall keep up-to-date separate seniority lists for both full-time and part-time nurses. Three (3) copies of the seniority lists shall be forwarded to the Bargaining Unit President and one (1) copy shall be posted in the Home by January 31 of each year, and prior to any lay off.
- (b) Seniority for full-time nurses shall be defined as the length of employment with the Employer since date of last hire into a position within the bargaining unit.
- (c) Seniority for part-time nurses shall be based on the total number of hours paid since the date of hire into a position within the bargaining unit.
- (d) Effective May 22, 1992, 1500 hours of part-time seniority and service shall equal one (1) year of full-time service and vice-versa. Prior to May 22, 1992, 1820 hours shall equal one year of full-time service and seniority. Pre-certification seniority and service shall be converted to the appropriate amount of post-certification service and seniority on the basis of the number of pre-certification hours of service divided by 1820 x 1500 and added to post-certification seniority and service. Seniority lists shall contain the combined service and seniority amounts for all members of the bargaining unit and shall be used for all service and seniority purposes under the Collective Agreement.
- (e) Newly employed nurses will be considered probationary for sixty (60) paid tours or one hundred and eighty (180) days, whichever comes first. With the written consent of the Employer, the probationary employee and the Bargaining Unit President or her designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) paid tours worked and, where requested, the Home will advise the employee and the Union of the basis of such extension with recommendations for the employees professional development.

The parties recognize that ongoing feedback about the nurses' progress is important to the probationary employee.

- 10.02 Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- (a) approved leave of absence with pay.
- (b) approved leave of absence without pay up to a period of thirty (30) calendar days.

- (c) when in receipt of Workers' Compensation benefits up to twelve (12) months.
- (d) when in receipt of illness allowance for up to seventeen (17) weeks.
- (e) pregnancy and parental leave to a maximum. In accordance with the Employment Standards Act.

10.03 Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:

- (a) approved leave of absence without pay in excess of thirty (30) calendar days, but not exceeding three hundred and sixty-five (365) calendar days.
- (b) when absent due to layoff.
- (c) when in receipt of Workers' Compensation in excess of twelve (12) months.
- (d) when on disability allowance or long term disability.

10.04 A nurse shall lose all seniority and shall be deemed to have quit the employ of the Employer if she:

- (a) resigns;
- (b) is discharged for cause and the discharge is not reversed through the Grievance Procedure;
- (c) is absent for three (3) consecutive scheduled days without notifying the Employer unless a satisfactory reason is given, and such employee shall be deemed to have quit the employ of the Employer without notice;
- (d) fails to contact the Employer within five (5) calendar days for the purpose of making arrangements for return to work within two (2) weeks from the receipt of a notice of recall sent by Registered Mail or Courier, after layoff. The notice shall be sent to the address of the employee, last on file with the Employer, and a copy shall be sent to the Local Union;
- (e) has been laid off for twenty-four (24) calendar months.
- (f) is terminated from work due to illness or disability in accordance with the Workers' Compensation Act and the Human Rights Code.

10.05 (a) Where a vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of fourteen (14) consecutive calendar days. A copy of said posting shall be sent to the Bargaining Unit President. The name of the successful applicant shall be posted by the Employer.

- (b) Subsequent vacancies caused by the filling of an earlier vacancy need only be posted for seven (7) consecutive calendar days.
  - (c) An application for transfer system shall be established. Under such a system, any nurse will be able to indicate her interest in working on a different shift and/or location, and her application will be considered as though she had made it at the time of posting when a vacancy occurs, and has been posted.
  - (d) No nurse shall be transferred to another site without her consent.
- 10.06
- (a) Temporary vacancies expected to exceed sixty (60) continuous calendar days shall be posted and filled in accordance with the Collective Agreement. Where there are no applications for such vacancy, the Employer may hire a new nurse.
  - (b) The Employer will outline to the nurse(s) selected to fill a temporary vacancy, caused by whatever reason, the conditions and duration of such vacancy.
  - (c)
    - i) A nurse selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her selection.
    - ii) The nurse selected as the result of a posted temporary vacancy need not be considered for a further temporary vacancy until the term of the posted temporary vacancy has been completed, or in the case of an indefinite temporary vacancy, the nurse has completed six (6) months. This provision in no way restricts the nurse's right to apply for a permanent vacancy.
  - (d) A nurse who is absent due to illness, leave of absence, or the filling of a temporary vacancy shall have the right to return to her former position, unless the position has been discontinued, in which case she shall be given a comparable job.
  - (e) A part-time employee who is awarded a temporary full-time position shall be deemed to retain her part-time status.
- 10.07
- Nurses shall be selected for positions on the basis of their skill, ability, experience, attendance, and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern.
- 10.08
- A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time or vice-versa. A nurse whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for



each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

10.09 Positions Outside the Bargaining Unit

- (a) A nurse who has been requested to substitute temporarily in a classification that is excluded from the bargaining unit, may refuse to do so. If she consents, she shall be deemed to be covered by the Collective Agreement.
- (b) Any nurse presently in the bargaining unit, who elects to transfer to a position outside of the bargaining unit, may be rehired into the bargaining unit, after the Employer has complied with the job posting and recall provisions. A nurse who is transferred to a position outside of the bargaining unit, for a period of one (1) year or less, shall retain but not accumulate her seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit. In the event that the transfer to a position outside of the bargaining unit exceeds one (1) year, the nurse will lose all seniority held at the time of transfer. In the event the nurse returns to a position in the bargaining unit, the nurse's seniority will accrue from the date of her return to the bargaining unit.

10.10 Layoff and Recall

- (a) Nurses shall be laid off in reverse order of seniority.
- (b) Nurses shall be recalled in reverse order of layoff. For a layoff in excess of three (3) months, the nurse has the right to require orientation of up to two (2) shifts.
- (c) In the event of a proposed layoff of a permanent or long term nature, the Employer will:
  - i) Provide the Union with as much notice as is possible;
  - ii) Meet with the Union to review the following:
    - A) The reasons causing the layoff;
    - B) The service which the Employer will undertake after the layoff;
    - C) The method of implementation, including areas of cutback and the nurses to be laid off.
- (d) Affected employees will be given not less than ninety (90) days individual notice of layoff unless not possible due to emergency or circumstances beyond the Employer's control;

- (e) No new nurse will be hired nor will agency nurses be used where there is a nurse(s) on layoff.

**ARTICLE 11 - EMPLOYEE FILES**

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

Each nurse shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her supervisor. A copy of the evaluation will be provided to the nurse at her request.

No document shall be used against a nurse where it has not been brought to her attention in a timely manner.

11.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension, or other sanction provided that the nurse's record has been discipline free for one (1) year.

Leaves in excess of sixty (60) calendar days will not be in the time period included above.

**ARTICLE 12 - LEAVE OF ABSENCE**

12.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Director of Homes or Administrator. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

12.02 (a) Local Union Leave

The Employer agrees to grant leaves of absence without pay to nurses selected by the Union to attend Union business including conferences and conventions. It is agreed that:

- i) there is not to be more than up to two (2) nurses on such leave at any one time based on operational requirements, it is understood that when there is a change of site representative due to Local elections that three (3) or four (4) nurses may be on leave;
- ii) the Union will notify the Administrator fourteen (14) days in advance of requested leave, except where such notice is not possible due to exceptional circumstances.

- iii) the maximum number of days for Union business shall not exceed twenty (20) days in any one calendar year.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the daily rate of the nurse. The Employer will bill the Union within a reasonable period of time.

(b) Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave (s) of absence as she may require to fulfill the duties of her position. Reasonable notice - sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(c) Leave, President, O.N.A.

Upon application in writing by the Union on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to two (2) consecutive years. There shall be no loss of service or seniority during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association.

The nurse agrees to notify the Employer of her intention to return to work at least two (2) weeks prior to the date of such return.

(d) Leave – Provincial Committee

A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association, shall be granted upon request such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided elsewhere in this Agreement. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(e) Leave – Local Coordinator

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 thirty (30) days annually. Leave of absence for Local Coordinator for the Ontario Nurses' Association will be separate from the Union leave provided above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the daily rate of the nurse. The Employer will bill the Union within a reasonable period of time.

- (f) Where employees are elected in accordance with (b), (c), (d) or (e), and as a result more than one (1) employee at a time would be requesting Union leave days to fulfil the duties of their positions, the parties will meet immediately after the election to discuss the impact on staffing at the Home.

## 12.03

Professional and Educational Leave

Education can be looked on as training and development. Training is required while development expands the level of skills of a nurse. Training is usually required by the Employer and development requested by the nurse. It is felt that all staff will require both training and development throughout their career and that the County should require upgrading and encourage development. It is stressed that all nurses are involved, not just supervisory personnel. The County portion of any educational programme is conditional upon successful completion of the programme by the nurse.

- (a) Training required by the County shall be at the County's expense.
- (b) Development is generally of mutual benefit and requires commitment by both parties.
- i) Short term refers to programmes of up to ten (10) working days. One hundred percent (100%) of all costs will be borne by the County.
- ii) Intermediate term refers to programmes over ten (10) working days, generally the longest courses being approximately six (6) weeks. Cost for such programmes shall be shared on a 50/50 basis covering time, tuition, books, and travel. The nurse shall be encouraged to use overtime or holidays to make up for their portion of the time and costs.
- iii) To be eligible for long term educational leave, which could be up to a maximum of twelve (12) months, a nurse shall have worked for the County for a minimum of five (5) years. Again the general philosophy of 50/50 cost sharing shall apply. However, as an incentive not to take the full year off, up to six (6) months' salary could be granted. A nurse could accumulate overtime and/or

holidays towards their share of the time. Before taking leave, the nurse shall formally agree to return and stay with the County for an amount of time agreed to by both parties. The Warden and Clerk are to be the signing authority on behalf of the County.

- iv) Courses taken on a part-time basis, whether leading to a degree or of a non-credit nature, shall be considered as development when requested by a staff member and approved by the department head. The reimbursement policy will be for one hundred percent (100%) of tuition, upon submission of evidence of successful completion of the course. Depending on when the course is offered, the nurse is expected to make appropriate arrangements with his or her department head regarding making up for any time off. This benefit will be prorated for regular part-time staff, based on the number of hours worked for their position in a normal year.
- v) All professional and educational leave under Article 12.03 shall be approved by the appropriate committee or board and Council. Nurses requesting long term educational leave shall be allowed to apply unused vacation or overtime credits toward their share of the leave and the leave shall be approved well in advance (one year). In all cases of education leave, the relevance of the programme to the nurse's position must be clearly demonstrated.

#### 12.04

##### Bereavement Leave

- (a) Upon the death of a nurse's current spouse, parent, child or stepchild, a nurse shall be granted leave up to a maximum of five (5) continuous calendar days, a maximum of four (4) of which shall be without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Home.
- (b) A nurse shall be granted a bereavement leave of up to four (4) consecutive days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral or equivalent service of a member of her immediate family. "Immediate family" means brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. The Home, in its discretion, may extend such leave with or without pay.
- (c) In the event of the death of an aunt or uncle, one (1) day with pay will be granted.
- (d) Where travel is required, additional day or days of leave following the funeral without pay may be granted by the Employer.

12.05 Pregnancy and/or Parental Leave

Parental and/or Pregnancy leave with pay shall be granted in accordance with the provisions of the Employment Standards Act except where amended in this provision and effective date of ratification.

- (a) A nurse who has worked for the Employer for thirteen (13) weeks shall be entitled to fifteen (15) weeks of paid pregnancy leave provided she requests such leave two (2) weeks in advance of the expected date of commencing leave where possible. During the fifteen (15) week period covered by Employment Insurance benefits, such benefits shall be topped up by the Employer so that the nurse receives eighty-four percent (84%) of her current earnings.
- (b) A nurse on pregnancy leave shall give at least two (2) weeks' notice of her intention to return to work. However, her leave shall not end before the expiration of six (6) weeks following the actual delivery date, unless other arrangements are made with the Employer.
- (c) A nurse shall be granted thirty-five (35) weeks of unpaid parental leave, for each parent who has worked for the same Employer for thirteen (13) weeks, provided such leave is requested two (2) weeks in advance of the expected date of commencing leave where possible. For the first twelve (12) weeks of parental leave covered by Employment Insurance benefits, such benefits shall be topped up by the Employer so that the nurse receives eighty-four percent (84%) of her current earnings. The County will provide the employee with a payment equal to the difference between their regular EI Parental Benefit (55% of earnings) and eighty-four (84%) percent of their pre-leave earnings with the County. The top-up payment will be calculated using the weekly EI benefit payable to the employee without regard to any election the employee may make to receive a lower EI benefit spread over a longer period of time. Should an employee elect to receive extended EI Parental Leave benefits, the employee may also elect to have the top up, payable by the County, spread out over the extended period of time. Natural mothers may take parental leave at the end of the pregnancy leave. All other parents may take this leave within thirty-five (35) weeks of the child being born or coming into care.
- (d) A nurse on parental leave shall give at least four (4) weeks' notice of her intention to return to work.
- (e) Written notice by the nurse to extend the leave will be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the termination of the initially approved leave.
- (f) On return to work the nurse shall be reinstated to her former position, unless it has been discontinued in which case she will be given a comparable position.

- (g) During the first seventeen (17) weeks of pregnancy leave and the first thirty-five (35) weeks of parental leave, the Employer shall continue to make its contributions to benefit plans, unless the nurse gives written notice that she does not intend to pay her contributions if any. Thereafter, a nurse on leave may continue to participate in benefit plans if she pays the full cost at the beginning of each month.
- (h) For the purpose of 12.05 (g), the types of benefit plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.
- (i) Seniority and service continue to accrue during pregnancy leave and parental leave.
- (j) Current earnings for a full time employee shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave, times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same period used for calculation of the Employment Insurance benefit.
- (k) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.
- (l) Nurses newly hired to replace nurses who are on parental and/or pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period.
- (m) The nurse 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.

## 12.06

Jury and Witness Duty

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

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

12.07 Professional Leave

- (a) With prior approval of the County, professional leave with pay will be granted to nurses who run for and are elected to the College of Nurses or the Registered Nurses' Association of Ontario, to attend regularly scheduled meetings. Any salary replacement paid to the nurse by the College or R.N.A.O. will be returned by the nurse to the County for the days where the County provided paid leave.
- (b) Where prior approval of the County to run is not obtained, such leave shall be without pay.

12.08 Pre-Paid Leave Program

- (a) Description - The Four Years Over Five Plan has been developed to afford nurses the opportunity of taking one (1) year leave of absence with part pay by spreading four (4) years' salary over a five (5) year period.
- (b) Application - A nurse shall be entitled to join the plan by registering with the Employer before the end of any month to commence deduction two (2) months later in the same year so that the leave may commence the beginning of the latter month four (4) years later. Seniority shall be the deciding factor when some of the applicants have to be denied.
- (c) Payment Formula and Leave of Absence
  - i) In the first four (4) years, a nurse will be paid eighty percent (80%) of her regular salary. The remaining twenty percent (20%) of salary will be deposited in a bank account. The total amount of that bank account, excluding interest, shall be paid to the nurse during the year of leave. Payment will be made through the payroll of the Employer, who will be reimbursed by the bank on a bi-weekly basis.
  - ii) Nurses' benefits will be maintained from the date of enrolment and during the leave of absence. Benefits tied to earnings including Long-Term Disability and Life Insurance will be reduced by 20% during the program.

Nurses will have reduced benefits with respect to OMERS, life insurance, accidental death and dismemberment, vacation entitlement and any other extended benefits that are geared to



salary. For those benefits not tied to earnings, the nurse will contribute 20% of the County's fixed rate premium in each of the five (5) years.

Paid vacation will not accrue during the leave period.

- iii) The leave of absence shall be taken only in the fifth year of the plan. The nurse shall accumulate seniority during leave of absence under this plan.

(d) Terms of Reference

- i) On returning from leave, a nurse shall be posted to a similar position to that which she held immediately prior to going on leave, and shall be paid in accordance with the then existing Appendix "A".
- ii) In the event of death or termination of employment, any monies on deposit to the credit of the nurse including any accrued interest will be returned to the nurse or the nurse's estate.
- iii) The Employer and the nurse may agree to defer the leave of absence for any reason.
- iv) Pension deductions are to be continued providing the Ontario Municipal Employees Retirement System (O.M.E.R.S.) approves this plan for pension purposes.
- v) A nurse may withdraw from the Plan any time up to twelve (12) months prior to the date the leave of absence is to begin. Upon withdrawal, any monies accumulated, including any accrued interest, will be paid to the nurse within sixty (60) days of notification of her desire to leave the plan.
- vi) The nurse shall not be entitled to vacation credits during her leave of absence.
- vii) The nurse shall not be paid for sick leave during her leave of absence.

12.09 Each nurse shall be entitled to ten (10) No Pay Days per calendar year. For non-emergency situations a minimum of fourteen (14) days' notice shall be given. The Employer will respond to the nurse in writing (electronic is acceptable) within fourteen (14) days of the request.

If a nurse wishes to add a No Pay Day(s) to her vacation, this request must be submitted at the time of requesting vacation in accordance with Article 14.01.

**ARTICLE 13 - PAID HOLIDAYS**

- 13.01 (a) The Employer agrees to recognize the following paid holidays:
- New Year's Day - January 1
  - Family Day (3<sup>rd</sup> Monday in February)
  - Good Friday
  - Easter Monday
  - Victoria Day
  - Canada Day - July 1
  - Civic Holiday
  - Labour Day
  - Thanksgiving Day
  - Christmas Day - December 25
  - Boxing Day - December 26
  - One (1) floater day for both full-time and regular part-time to be taken at a mutually agreed time
- (b) In order to qualify for pay for a holiday, a nurse shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer or the nurse was absent due to:
- i) legitimate illness or accident which commenced within a month of the date of the holiday;
  - ii) vacation granted by the Employer;
  - iii) the nurse's regular scheduled day off;
  - iv) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.
- 13.02 (a) When a full-time nurse works on a holiday she shall be paid her regular straight time hourly rate for all regularly scheduled hours worked on such holiday, and shall receive another day and a half off with pay, or at the option of the nurse and subject to operational requirements.
- (b) she shall receive straight time for the holiday and she shall receive pay at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours worked on such holiday.
- (c) For non-emergency situations, a minimum of fourteen (14) days' notice shall be given for the use of lieu days. If a nurse wishes to add a lieu day to her vacation, this request must be submitted at the time of requesting vacation in accordance with Article 14.01.

- (d) Any accumulated lieu days as at December 15<sup>th</sup> that have not been used during the current year, will be paid out on the last pay period of the calendar year. No more than two (2) days in lieu of paid holidays may be carried forward from one year to the next.
- 13.03 (a) When a part-time nurse works on a holiday, listed in Article 13.01 (a), she shall receive pay at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours worked on such a holiday.
- 13.04 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

#### **ARTICLE 14 – VACATIONS**

- 14.01 Vacations with pay will be granted in accordance with the following:
- (a) The Employer will grant all requests, subject to any seniority provisions and vacation quotas which shall not be unduly restrictive. Vacation requests shall not be unreasonably denied.
- (b) Timelines for Vacation Requests:
- For Vacation from June 1<sup>st</sup> to November 30<sup>th</sup>:
- Employees are required to indicate preferred vacation time during this period by April 15<sup>th</sup> annually. Requests for time off during this period are processed and communicated by May 1<sup>st</sup> annually. Preference will be given based on seniority. If vacation requests are received after April 15<sup>th</sup> for the period of June 1<sup>st</sup> to November 30<sup>th</sup> of that same year, they will be considered on a first come first served basis, not on the basis of seniority, and responded to within two (2) weeks of receipt.
- For Vacation from December 1<sup>st</sup> to May 31<sup>st</sup>:
- Employees are required to indicate preferred vacation time during this period by October 15<sup>th</sup> annually. Requests for time off during this period are processed and communicated by November 1<sup>st</sup> annually. Preference will be given based on seniority. If vacation requests are received after October 15<sup>th</sup> for the period of December 1<sup>st</sup> to May 31<sup>st</sup> of that same year, they will be considered on a first come first served basis, not on the basis of seniority, and responded to within two (2) weeks of receipt.
- During the period from December 15<sup>th</sup> to January 15<sup>th</sup>, vacation will not normally be granted to facilitate time off at Christmas and New Year's unless a nurse is able to find their own replacement.
- (c) All vacation shall be scheduled to commence on a Monday unless otherwise requested by the nurse.

- (d) All other requests for vacation will normally be provided in writing prior to the Monday of the week of posting of the work schedule. Vacation hours must be earned before they can be used.
- (e) In the event a nurse will exceed the one (1) years' vacation entitlement in her/his vacation bank at the time of Sick Leave, they will be required to use sufficient vacation to bring them below the one (1) year's vacation level at the time of accessing Long-Term Disability return to work whichever is sooner.
- (f) Nurses may accrue no more than one (1) years' entitlement in her/his vacation bank at any point in time. Once it is identified that a nurse has accumulated more than this amount a plan will be developed between the nurse and her/his supervisor to reduce the bank to below the one (1) year level.
- (g)
  - i) The Employer will grant vacation requests subject to seniority provisions, operational requirements, requests for vacation weeks in 7 day blocks and vacation quota which shall not be unduly restrictive. Requests for vacation blocks will be granted prior to requests for single vacation days. Requests for single vacation days on a weekend will be limited to two (2) days in any given month.
  - ii) In the event of conflicts, seniority shall prevail.
  - iii) Single vacation day requests, despite quota, will not be unreasonably denied, provided the nurse finds her own replacement. No premium will be incurred and the replacement process must be adhered to.

14.02

- (a) All full-time nurses shall be granted vacations with pay as follows:

For permanent full-time nurses:

Years of Service	Entitlement
Less than 1 year of full-time continuous service	1.25 days for each completed month of service (6% of gross earnings) (9.375 hours per month)
Completed 1 year or more of full-time continuous service	3 weeks or 112.5 hours (9.375 hours per month)
Completed 3 years or more of full-time continuous service	4 weeks or 150 hours (12.5 hours per month)
Completed 11 years or more of full-time continuous service	5 weeks or 187.5 hours (15.625 hours per month)
Completed 20 years or more of full-time continuous service	6 weeks or 225 hours (18.75 hours per month)
Completed 25 years or more of full-time continuous service	7 weeks or 262.5 hours (21.875 hours per month)

Paid vacation hours are earned monthly and credited monthly on the 28<sup>th</sup> day of each month. (Example: What you earn in April is credited to your vacation bank on April 28<sup>th</sup>).

- (b) For the purpose of vacation entitlement, fifteen hundred (1500) paid hours of part-time service shall equal one (1) year of full-time service. All part-time employees will receive vacation entitlement in accordance with their equivalent full-time service as set out in Article 14.02(a) and shall be entitled to vacation pay as set out below based upon their gross earnings.

All part-time nurses shall be granted vacations with pay as follows:

Length of Service	Entitlement
Less than 1,500 hours of service	Pay based on six (6) percent of earnings.
After 1,500 hours of service	Three (3) weeks' vacation and pay based on six (6%) percent of earnings.
After 4,500 hours of service	Four (4) weeks' vacation and pay based on eight (8%) percent of earnings.
After 16,500 hours of service	Five (5) weeks' vacation and pay based on ten (10%) percent of earnings.
After 30,000 hours of service	Six (6) weeks' vacation and pay based on twelve (12%) percent of earnings.
After 37,500 hours of service	Seven (7) weeks' vacation and pay based on fourteen (14%) percent of earnings.

A vacation week is calculated as the average number of days worked per work week during the previous calendar year. Vacation entitlements will be put into the employee's vacation bank by January 15<sup>th</sup> and must be used by December 31<sup>st</sup>.

14.03 When a nurse's employment is terminated for any reason, full payment for all vacation in the nurse's vacation bank will be paid out on the final pay.

14.04 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.

14.05 Part-time Vacation Pay

Part-time nurses shall be paid their vacation pay bi-weekly.

- 14.06 Part-time employees must take at least two (2) calendar weeks of vacation per year in blocks of not less than one (1) week, in accordance with the vacation scheduling provisions of the Collective Agreement. Absent the employee's co-operation in this regard, the Employer will schedule the employee's two (2) weeks of vacation.
- 14.07 (a) In the event a nurse should become ill prior to the commencement of her scheduled vacation period, such nurse may, at her discretion, cancel said vacation and reschedule the vacation at a later time mutually agreeable to both parties. The nurse will provide this as a written request to the employer with dates specified.
- (b) In the event a nurse's scheduled vacation is interrupted due to serious illness which requires hospitalization, the period of such illness shall be considered sick leave.
- (c) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 12.04.
- (d) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.
- 14.08 When a part-time nurse transfers to full-time employment, the nurse will receive all outstanding vacation pay earned as a part-time nurse to date on the date of the transfer. The nurse's part-time hours of service will be calculated to determine their placement on the full-time vacation grid at Article 14.02(a). Beginning the month in which the employee commences full-time employment, the nurse will begin to accrue their monthly vacation credits in accordance with Article 14.02(a).

#### **ARTICLE 15 - SICK LEAVE AND LONG TERM DISABILITY**

- 15.01 (a) The Parties hereto agree to the terms and conditions of the Sick Leave and Long-Term Salary Continuance Plan provided by the County of Huron, more particularly described in Schedule "A". Any change or amendments in the Long-Term Salary Continuance Plan would be subject to Union approval.
- (b) The parties agree that absences due to pregnancy related illnesses shall be considered a sick leave under the Sick Leave Plan provided by the County of Huron.
- 15.02 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Benefits for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefits she would receive from Workplace Safety and Insurance Board if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the

disability income plan. Payment will be provided only if the nurse provides evidence of disability satisfactory to the Employer and a written assignment satisfactory to the Employer, that any payments will be refunded to the Employer following final determination of the claim by The Workers' Compensation Board. If the claim for Workplace Safety and Insurance Benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of seventeen (17) weeks.

## **ARTICLE 16 - HOURS OF WORK AND WORKING CONDITIONS**

- 16.01 The normal shift shall be composed of 7.5 consecutive hours, exclusive of meal time. The normal work week for a full-time nurse shall be composed of five (5) tours, that is, 37.5 hours per week.
- 16.02 An unpaid meal time of one-half (1/2) hour shall be provided away from the floor during a nurse's tour of duty. Where a nurse is of the opinion that she will be unable to take the normal lunch break due to the requirement of providing patient care, such nurse shall consult with her supervisor who will determine whether overtime will be authorized for all time worked in excess of her normal working hours. This request will not be unreasonably withheld.
- 16.03 A rest period of fifteen (15) minutes will be granted during each half tour.
- 16.04 (a) Schedules will be posted no less than two (2) weeks in advance for a four (4) week period. Advance requests for specific days off shall be submitted to the Director of Care Administrator at least one (1) week in advance of the posting date. For non-emergency situations, requests for time off on a posted time schedules will be submitted one (1) week in advance. Approval for such request will only be granted once coverage for the shift has been arranged.
- Requests for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days or tours of duty, providing further that the Employer shall not be liable for any overtime compensation or payment, by reason of the exchange, under the terms of this Agreement.
- (b) There will not be less than a period of sixteen (16) consecutive hours off between shifts worked by a nurse without the consent of the nurse. There shall not be less than forty-eight (48) hours scheduled off after a completion of a rotation of night duty without the consent of the nurse.
- (c) There shall be no split tours.
- (d) A nurse shall not be scheduled to work more than seven (7) consecutive days without days off, unless mutually agreed to by the nurse and the Employer. In no circumstance will a nurse work more than ten (10) consecutive shifts.

- (e) A weekend is defined as being fifty-six (56) hours off during the period following the completion of the Friday shift (either the Friday day shift OR the Friday evening shift) until the commencement of the Monday day shift.
- (f) Nurses shall be entitled to receive every second (2<sup>nd</sup>) weekend off or two (2) weekends off in any four (4) weekends. A weekend worked is, as defined in 17.09 (b), the forty-eight (48) hours included in Saturday and Sunday, and includes any shift worked within those forty-eight (48) hours.

If a nurse is required to work a third (3<sup>rd</sup>) consecutive and subsequent weekend, she will receive premium payment of time and one-half (1 1/2) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

- i) such nurse has requested in writing additional weekend work; or
  - ii) such weekend is worked by the nurse to satisfy specific days off requested by the nurse; or
  - iii) such weekend is worked as a result of an exchange with another nurse.
- (g) A nurse who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the Employer, if her regular duties are not available.
- (h) Schedules shall not be changed unilaterally by the Employer once posted, unless mutually agreed otherwise.
- (i) A nurse employed on May 22, 1992 shall be assigned to a permanent shift if she so wishes. If the number of nurses wishing to work a particular shift exceeds the number of positions available, the positions on that shift shall be assigned in order of seniority.
- (j) The Employer will endeavour to provide three (3) days off for full-time and part-time Employees, unless agreed otherwise by the employee. Nurses shall alternate having Christmas and New Years' off. When nurses are not required to work either Christmas or New Years', the opportunity to be scheduled off both holidays will be extended on a rotating seniority basis to the nurses on an individual basis.

In the event that the above provision cannot be met due to shortage of nursing staff, the Labour Management Committee will meet to discuss possible solutions by no later than November 1<sup>st</sup>.

Time off at Christmas shall include December 25<sup>th</sup> and December 26<sup>th</sup>.  
Time off at New Years' shall include December 31<sup>st</sup> and January 1<sup>st</sup>.

Time worked at Christmas shall include December 25<sup>th</sup> and December 26<sup>th</sup>.  
Time worked at New Years' shall include December 31<sup>st</sup> and January 1<sup>st</sup>.



A list will be posted no later than October 15<sup>th</sup> at each Home, where a nurse will indicate their preference.

- 16.05 (a) Regular part-time employees will be scheduled to work the following:
- i) four (4) to six (6) tours per pay period
  - ii) every 2<sup>nd</sup> weekend or two (2) weekends in four (4)
  - iii) either Christmas December 25<sup>th</sup> and December 26<sup>th</sup> or New Year's December 31<sup>st</sup> and January 1<sup>st</sup>.
- (b) Casual part-time employees shall be available to work on an as needed basis.
- 16.06 (a) All work available at the time the schedule is posted will be divided on an equitable basis by seniority amongst the regular part-time employees.
- (b) Shifts which become available after the schedule is posted will be offered on a rotational basis by seniority to regular part-time who have not been scheduled to commitment in accordance with the nurses' availability.
- (c) Where all regular part-time employees have been given the opportunity to work in accordance with (a) and (b) above, additional tours will then be offered to Casual employees in accordance with their availability on an equitable basis by seniority.
- (d) Where premium paid or overtime shifts become available, they will be offered in order of seniority to full-time nurses, then to regular part-time nurses by seniority, and then to casual nurses by seniority.
- (e) Part-time nurses shall provide their written availability one (1) week in advance of the posting of each six (6) week schedule and will advise the Employer of any changes to that availability.

16.07 Extended Tours/Hybrid Schedules

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

- (a) Each facility/unit must have sixty-six and two thirds percent (66 2/3<sup>rd</sup>%) agreement of the full-time and part-time employees who work in the facility/unit.

Each Home must have the majority agreement of the full-time and part-time employees who vote on the issue to agree on a trial period of up to six months.

Once the trial period is complete, each Home must have a minimum of 66 2/3<sup>rd</sup>% agreement of the full-time and part-time employees who vote on the

issue to continue with the new schedule on a permanent basis.

- (b) The Extended Tour/Hybrid Schedule may be cancelled by either party on giving ten (10) calendar weeks' notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the cancellation.

Extended tours may be discontinued by the Union in any facility/unit when sixty percent (60%) of the full-time and part-time employees in the facility/unit so indicate by secret ballot to the Union.

- (c) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.

(d) Hours of Work

- i) A pay period for full time employees working the combination of Regular and Extended tours shall consist of seventy-five (75) hours. Employees working the combination of Regular and Extended tours shall not work consecutive tours of combinations of more than:
- (i) Two (2) – 11.25 hours and two (2) – 7.5 hours; or
  - (ii) Three (3) – 7.5 hours and one (1) – 11.25 hours; or
  - (iii) Three (3) – 11.25 hours; or
  - (iv) Seven (7) - 7.5 hour tours.
- ii) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
- iii) The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time. For hybrid schedules, there will be scheduled normal daily tours of seven and one-half (7½) hours and 11.25 consecutive hours per day.
- iv) Employees working an extended tour shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes. For hybrid schedules, there will also be shifts that provide for relief periods in accordance with Article 15.02.
- v) Should a nurse work more consecutive tours than in d(i) above, she shall be paid time and one-half (1½) her straight time hour rate for each additional consecutive tour until a day off is scheduled. There will be at least twelve (12) hours scheduled off between shifts except as mutually agreed.

- vi) Nurses will be scheduled for forty-eight (48) hours off following night shift when changing to the day or evening shift except as mutually agreed.
- vii) Should a nurse work a shift without receiving the required number of hours off in (vi) or (vii) above, she shall be paid time and one-half (1 1/2) her straight time hour rate for all hours worked on that shift.
- viii) Where the union and the employer have agreed to or agree to an extended daily tour or hybrid schedule that differs from the normal daily extended tour, the proportion of unpaid time to hours of work shall maintain the same ratio as set out in paragraph ii) and iii) of this Article.
- ix) Payment for bereavement leave is based on 11.25 hours for extended tours. For hybrid schedules, the payment for bereavement leave shall be based on the length of scheduled shift.
- x) Payment for vacation and paid holidays for full-time employees is based on the equivalent to the 7.5 hour entitlement. For clarity, payment for lieu days as a result of a paid holiday for full-time employees is paid at 7.5 hours.
- xi) Shift and weekend premiums as per Article 16.07 will be paid for the same hours as applied to seven and one half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended tours or hybrid schedules.
- xii) Overtime premium as set out in Article 16.01 shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended tour or 75 hours bi-weekly averaged over the duration of a six (6) week schedule.  
  
For a hybrid schedule, the overtime premium as set out in Article 16.01 shall be paid for all hours in excess of the scheduled shift length on that day or 75 hours bi-weekly averaged over the duration of the scheduling period unless otherwise agreed between the local parties.
- xiii) Shift exchanges will be in accordance with Article 16.04.
- xiv) Should the Employer refuse to grant a request under this Article, it shall provide to the Union its reasons orally.

**ARTICLE 17 - PREMIUM PAYMENT**

- 17.01 (a) Nurses shall not be scheduled to work in excess of normally scheduled hours without her consent.
- (b) A nurse shall have the option of selecting compensating time off at the appropriate rate in lieu of payment. The nurse must inform the employer in writing she is choosing the compensating time off.
- (c) The scheduling of the time off in lieu of overtime shall be in full shifts.
- (d) For non-emergency situations, a minimum of fourteen (14) days' notice shall be given for the use of time off in lieu of overtime. If a nurse wishes to add this time to her vacation, this request must be submitted at the time of requesting vacation in accordance with Article 14.01.
- (e) A nurse may carry over up to twenty-two point five (22.5) hours to be used in the first three (3) months in the following year. Any compensating time off over and above the twenty-two point five (22.5) hours as of December 1st that have not been used will be paid out on the last pay of that year.
- (f) Any of this time as at December 15th that has not been used will be paid out on the last pay day of that year.
- 17.02 Authorized work in excess of 7.5 hours in a standard day, or 75 hours bi-weekly, shall be compensated at the rate of time and one half (1 1/2) her regular straight time rate. Overtime requests will not be unreasonably denied. It being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period which shall not exceed fifteen (15) minutes in duration. Should the reporting time be authorized to extend beyond fifteen (15) minutes, the entire period shall be considered overtime for the purposes of payment.
- 17.03 i) A nurse shall be paid double her regular straight time rate for all work performed in excess of seven and one-half (7 1/2) hours on any tour for which she receives time and one half (1 1/2) her regular straight time rate.
- ii) A full time nurse who is called in to work on a paid holiday for which she was scheduled off shall be paid double her regular straight for all hours worked on the paid holiday and shall be entitled to a day off in lieu.
- 17.04 If the Employer fails to schedule a period of sixteen (16) consecutive hours off between shifts, the Employer will pay to the nurse time and one-half (1 1/2) her regular straight time rate for the following tour of duty worked.
- 17.05 If the nurse is scheduled to work in excess of seven (7) consecutive days, she shall be paid time and one-half (1 1/2) of all days scheduled in excess of seven (7) until a day off is scheduled.

- 17.06 If a nurse's scheduled shift is cancelled with less than twenty-four (24) hours' notice from the starting time of the shift, she will receive a minimum of four (4) hours' pay at her regular straight time rate.
- 17.07 (a) A full-time nurse who is called into work outside her regular scheduled working hours shall receive time and one-half (1 1/2) her regular straight time rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1 1/2) her regular straight time rate.
- (b) It is understood that part-time nurses will not be required to report to work outside their regular scheduled working hours except by mutual consent.
- 17.08 A full-time nurse who is required to work on her scheduled day off shall receive overtime premium of time and one-half (1 1/2) her regular straight time hourly rate.
- 17.09 (a) Shift Premium
- A nurse shall be paid a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked between 1500 hours and 2300 hours, and two dollars and sixty-five cents (\$2.65) for all hours worked between 2300 hours and 0700 hours.
- (b) Weekend Premium
- A nurse shall be paid a weekend premium of two dollars and eighty (\$2.80) per hour for all hours worked between 2300 hours Friday and 2300 hours Sunday. If an employee is receiving premium pay under Article 16.04 with respect to consecutive weekends worked, she will not receive the weekend premium.
- (c) It is agreed that shift and weekend premium are not to be included in the calculation of overtime and holiday pay premium rates.
- 17.10 A nurse who works a second consecutive tour shall be entitled to a half (1/2) hour paid meal period and a meal will be provided.
- 17.11 Short Notice Call-In
- Where a nurse is called in to work less than one (1) hour prior to the commencement of the shift or after the shift has commenced, and arrives not more than one (1) hour following the commencement of such shift, she will receive pay at the appropriate rate for the complete shift.
- 17.12 The nurse will be paid the same hourly rate in effect for the shift, for all hours worked as a result of changeover to daylight saving from standard time or vice versa.

17.13 Standby – Duty to be available for call-in

- (a) Effective April 1, 2018, a nurse who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and forty-five cents (\$3.45) per hour for the period of standby scheduled by the Home. Where such standby duty falls on a paid holiday the nurse shall receive standby pay in the amount of five dollars and five cents (\$5.05) per hour. Standby pay shall, however, cease where the nurse is called in to work.
- (b) When an employee is required to work (in circumstances where the employee is on standby or where Employer asserts that the employee is not allowed to decline attendance) outside of regular hours, the minimum payment will be equivalent to four (4) hours work or time and one-half (1½) her applicable hourly rate for hours worked, whichever is greater. Where the hours worked are continuous with the commencement of her regular shift, the minimum payment will not apply and she will receive payment at the rate of time and one-half (1½) for the hours worked prior to the commencement of her regular shift.
- (c) Where the employee is required to be on-standby outside her/his regular hours of work, she/he shall receive the on-call premium in accordance with Article 17.14 (a). When the employee's response to telephone calls from the Home does not necessitate travel, she/he shall be paid one and one-half times the regular hourly rate for a minimum of thirty (30) minutes or for the duration of the call whichever is the more. The employee shall keep a log of all calls and submit it to the Director of Care or designate. The employee cannot receive pay for other calls received during the same thirty (30) minute period. However, if the employee must return to the Home, she/he shall be paid in accordance with 17.14 (b).

**ARTICLE 18 - HEALTH PROGRAMME**

18.01 Where a medical examination is required to comply with a statute, a nurse may choose her personal physician.

Any immunization injections required by the Employer will be provided.

- 18.02 (a) The Employer will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- (b) If an employee becomes disabled including WSIB, with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.

- (c) When it has been medically determined that an employee is unable to return to the full duties of her position due to an illness or disability and requires modified/light/alternate work, the Employer will notify and meet with representatives of the Union and the employee to discuss the circumstances surrounding the employee's return to suitable work. Any agreement resulting from these discussions which conflicts with the Collective Agreement shall, subject to agreement by the Union, prevail over any provisions of the Agreement.
- (d) The Employer agrees to provide the employee with a copy of the Workplace and Safety Insurance Board Form 7 at the same time as it is sent to the Board.
- (e) Positions established under this Article will not constitute new classifications and shall lapse upon return to regular duties, termination, resignation or retirement of the employee in question.

18.03 Upon recommendation of the Medical Officer of Health, all employees shall be required, on an annual basis to be vaccinated and or take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Employer will pay the cost for such medication. Where possible, the influenza vaccine will be offered to employees at the Home free of charge.

If the employee fails to take the required medication, she may be placed on an unpaid leave of absence during any influenza outbreak in the home until such time as the employee has been cleared by the Medical Officer of Health or the Employer to return to the work environment. The only exception to this would be employees for whom taking the medication result in the employee being physically ill to the extent that she cannot attend work. Upon written direction from the employees physician of such medical condition in consultation with the Employer's physician, (if requested), the employee will be permitted to access their sick leave entitlement during any outbreak period. If there is a dispute between the physicians, the employee will be placed on unpaid leave.

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

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

## **ARTICLE 19 – MISCELLANEOUS**

- 19.01 The Employer shall provide a bulletin board for the sole use of the Union.
- 19.02 A copy of this Agreement in a mutually agreed form will be issued to each nurse now employed and as employed. The cost of printing this Agreement shall be equally shared between the Union and the Employer.

- 19.03 Nurses will receive an itemized paystub indicating all deductions and premiums on a regular day of the week. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date.
- 19.04 Prior to affecting any changes in the Employer's policies or rules, which would affect nurses covered by this Agreement, the Employer shall first discuss such proposed changes with the Union. For the purposes of application of this Article, "changes in the Employer's policies and rules", applies to the method, type or quantity of work.
- 19.05 Each nurse shall keep the Employer informed of change to relevant employment information.
- 19.06 Where a nurse has made an earnest effort to reach the Home or when there are local road closures, she shall have the option of using a vacation day, accumulated overtime, a lieu day, or a no pay day. The nurse will notify the Home as soon as possible of such inability to attend.
- 19.07 Special Circumstances Scheduling

The Employer and the Union agree that the intention of creating this type of schedule is primarily to assist Registered Nurses with identified special circumstances by reducing the full-time hours. The following conditions will apply:

- (a) The positions will be granted on the approval of the DOC subject to operational requirements and in conjunction with Human Resources and the Union (including the Labour Relations Officer).
- (b) Nurses are to apply individually, in writing, to their DOC and send a copy to the Union. An individual agreement between all the parties will be reached prior to implementation.
- (c) The Union and the County agree that the additional hours of work created by these positions will be applied to the part time hours of the unit.
- (d) In the event that the Registered Nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately.
- (e) It is agreed that Registered Nurses in these positions are not entitled to declare their availability for extra available work.
- (f) Each individual agreement will identify the term and the evaluation process.
- (g) The Registered Nurse will work at least eight (8) shifts per biweekly period. The Registered Nurse will only work additional shifts in the event there is no other Registered Nurse available at either straight time or premium paid time to work the shift. These nurses will be paid in accordance with Article 17.02 of the collective agreement.



- (h) In the event of an absence greater than sixty (60) continuous calendar days, the original line will be posted as temporary full time.
- (i) The Special Circumstances agreements will be reviewed by June 1<sup>st</sup> and December 31<sup>st</sup> of each calendar year.

19.08 Whistle Blower Protection

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

**ARTICLE 20 - HEALTH AND WELFARE**

- 20.01 The Employer shall pay the cost of premiums of the following benefits for all full-time nurses which shall be subject to the terms and conditions of the governing master insurance policies in the percentages indicated:
- (a) One hundred percent (100%) of the present hospital and life insurance benefits including A.D.&D., in force in the County of Huron, or equivalent.
  - (b) One hundred percent (100%) of the Major Medical Insurance Plan in force in the County of Huron, or equivalent.
  - (c) One hundred percent (100%) of the Blue Cross Basic Optical Plan in force in the County of Huron, or equivalent. Plan to include generic drug substitution, unless prescribed otherwise by physician.
  - (d) Seventy-five percent (75%) of the Preventative Basic Dental Care Plan in force in the County of Huron, or equivalent. Plan to include nine (9) month dental recall.
- 20.02 The Employer agrees to continue to provide pension benefits in accordance with the OMERS and the Canada Pension Plan.
- 20.03 The Employer agrees to the current ODA Guide Schedule. Dental coverage will include major restorative – (Crowns, bridgework, implants, and repairs to same) at 50/50 co-insurance to \$1500 maximum per person annually.
- 20.04 The Employer shall provide the nurses with an Employee Assistance Plan Program.
- 20.05 The Employer agrees to pay a full time employee vision care coverage up to four hundred and fifty dollars (\$450.00) per person each twenty-four (24) months. The plan will provide for eye examinations every two (2) years, or annually if medically required.

The Employer agrees to pay hearing aids coverage up to a maximum four hundred and fifty dollars (\$450) per person every sixty (60) months.

The Employer agrees to continue the current benefit, with no deductible, of \$350.00 per person per year for speech therapists, licensed massage therapists when ordered by a doctor, licensed naturopaths, licensed osteopaths, podiatrists, or chiropodists and to continue the current benefit, with no deductible, of \$500 per person per year for Chiropractic. Coverage for physiotherapists will be reimbursed in accordance with reasonable and customary charges and no maximum shall apply.

The Employer agrees to pay a full time employee coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Workers (MSW) for a total of \$800 annually per person per year.

- 20.06 The Employer shall continue to pay its share of premiums for benefit plans for nurses who are on paid leave of absence, Workers' Compensation, STD/LTD, Parental/Pregnancy Leave, or at any time when salary is received.
- 20.07 During any unpaid leave of absence or layoff the Employer shall continue to pay its share of premiums for benefit plans for the period of one (1) month. For any period of time in excess of one (1) month the nurse may make arrangements to prepay such benefits through the Employer.
- 20.08 The Employer shall provide each nurse with information booklets outlining the current provisions in the benefit plan. Upon request, the Union shall be provided with current master policies for the benefits defined in Article 20.
- 20.09 The Employer may substitute another carrier for any of the insured plans referred to herein or make changes to the benefit package provided that the pool of benefits will be equivalent to plans presently in effect. Any benefit improvements within the changes to the pool of benefits and as approved by Council during the term of this Collective Agreement will be applied to the members of the bargaining unit. Employer will advise the Union of any change in carrier or underwriter, in the pool of benefits at least sixty (60) days prior to implementing a change in carrier.
- 20.10 Full Time Nurses who retire between 55 and 65 years of age with a minimum of 25 years of eligible service and are in receipt of OMERS pension plan benefits shall be provided with the extended health and dental benefits as listed in Article 20.01 and \$5000 of Group Life Insurance.

Retirees are not eligible for LTD or AD&D coverage. The cost of these benefits will be cost shared seventy-five (75%) by the Home and twenty-five (25%) by the nurse. Nurses shall be required to pay the Treasurer, County of Huron, their share of the fringe benefit costs upon receipt of their invoice.

**ARTICLE 21 - PROFESSIONAL RESPONSIBILITY**

21.01 The parties agree that resident care is enhanced if concerns relating to professional practice, resident acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

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

- (a) i) Complain in writing to the Director of Care. The nurse will discuss the issue with the Director of Care or designate on the next day that the nurse and Director of Care are both working or within ten (10) calendar days whichever is sooner. The Director of Care will provide a written response within ten (10) calendar days with a copy to the Bargaining Unit President.
- ii) Failing resolution the Chairperson of the Union-Management Committee shall convene a meeting of the Committee within fifteen (15) calendar days of the date of the response of the Director of Care.

The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties through the development of joint recommendations

- iii) 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 (1) chosen by the Union, one (1) chosen by the Employer and one (1) chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
- iv) 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 whatever 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.
- (b) i) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Labour Relations Officer(s), may attend meetings held between the facility and the Union under this provision.

- ii) The list of Assessment Committee Chairpersons is attached as Schedule "B" and forms part of this Agreement.

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

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

## **ARTICLE 22 - ORIENTATION AND INSERVICE**

22.01 Available ~~inservice~~ **in-service** programmes will be publicized and the Employer will endeavour to provide nurses with opportunities to attend such programmes during their regularly scheduled working hours. These programmes will be reviewed from time to time by members of the Union-Management Committee who may make recommendations for change.

22.02 A nurse or nurses who have expressed interest in working at both sites will be provided a period of orientation of two (2) day shifts, one (1) evening shift and one (1) night shift at the opposite home.

- (a) A newly employed nurse shall not be placed in charge until she has been oriented to the Home, and to the area where she will be working.
- (b) A period of orientation shall be three (3) days on the day shift, two (2) evening shifts and two (2) night shifts.
- (c) The following principles are to be observed in the orientation of a newly hired nurse:
  - i) She is to be oriented to the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of the nurses in the Home.
  - ii) She shall be an additional nurse to the usual staffing pattern.
  - iii) The nurse or nurses involved in the orientation will confirm that it has been completed, and this will be noted on the newly hired nurse's personnel file, which will be reviewed with such nurse, and the nurse shall also be able to comment.

- 22.03 The Employer will endeavour to schedule any compulsory inservice or orientation programmes in a manner which will allow nurses to attend during working hours. Nurses required to attend such programmes outside their working hours shall be paid the appropriate premium rate of pay.
- 22.04 When required by a certifying body to update an employee's qualifications, except where this matter is covered by another provision of the Collective Agreement, the Employer shall grant leave of absence without pay which shall include the time required to write any examinations. There will not be more than one (1) nurse on such leave at any given time.

### **ARTICLE 23 – COMPENSATION**

- 23.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix "A" attached to and forming part of this Agreement.
- The parties agree that the Charge Nurse grid will be maintained at five (5) percent higher than the Registered Nurse grid at all levels of the grid.
- 23.02 Changes in salary, as a result of promotion, demotion, or successful attainment of a grid level increase, shall be effective on the date of such occurrence.
- 23.03 When placing a new employee on the salary grid at date of hire, previous nursing experience may be recognized on the following basis:
- (a) A nurse with recent related experience, who has been actively employed as a Registered Nurse within the last two (2) years prior to being employed by the Employer, shall receive one (1) annual increment for each year of recent related experience to the maximum on the salary grid (calculated pursuant to the formula set out in Article 10.08). The nurse shall receive credit for said experience for all eligible hours worked provided there is no break in active employment in excess of two (2) years. In the event the nurse has a break in active employment of two (2) years, only those eligible hours prior to the break in employment shall be recognized. Related work experience shall include but not be limited to Long Term Care and/or hospital/acute care.
  - (b) It is the responsibility of the nurse to provide written proof of related experience, including verification of hours worked, within three (3) months of being hired at this Home, in order to be considered for a salary increment on the salary grid. This proof must identify the previous employer. Any dispute must be grieved within three (3) months from the date of hire at this Home. (Note: It is understood that, without acceptable documentation before the date of hire, a nurse will start at Level 1 (Start) until such time that acceptable documentation is provided). Once verification has been

received, the nurse will be paid the corrected amount with retroactive adjustments back to the original date of hire at this Home.

23.04 Annual increments shall be paid on each full-time nurse's anniversary date of employment, and after each fifteen hundred (1500) hours worked, in the case of part-time nurses. The Employer has the right to issue annual performance appraisals in accordance with Article 11.

23.05 In accordance with Article 10.08, nurses who change their status from full-time to part-time and vice-versa will maintain their same level on the salary grid and in addition, a nurse who is so transferred will receive full credit for service accumulated since date of last advancement.

23.06 A nurse who is designated to temporarily relieve the Director of Care(s) and/or Associate Director of Care and who accepts such assignment, shall be paid two dollars (\$2.00) per hour for each hour worked in addition to her regular rate of pay.

A nurse who is designated to temporarily relieve the Charge Nurse, and who accepts such assignment, shall be paid one dollar and seventy-five cents (\$1.75) for each hour worked in addition to her regular rate of pay.

In the absence of the Director of Care and Charge Nurse, a nurse in charge shall be designated. A nurse in charge shall receive one dollar and sixty-five cents (\$1.65) for each hour worked in addition to her regular salary and applicable premium allowance.

23.07 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, or where a nurse alleges she has been improperly classified, the Employer shall advise the Union of such new or changed classification and the rate of pay established. 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. Where the Union challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step #2 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure it may be referred to arbitration.

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

**ARTICLE 24 – RETROACTIVITY**

24.01 All nurses in the bargaining unit, as of April 1, 2018, and all nurses hired subsequent to that date, are entitled to retroactivity in accordance with Appendix A. All other items, unless otherwise specified, are effective upon ratification or date of arbitration award. The Employer will notify nurses who have left its employ prior to the date hereof, at the last address recorded with the Employer, that the Collective Agreement has been settled and that retroactivity is due to them, and will provide the Union with a copy of the notices sent.

**ARTICLE 25 – DURATION**

25.01 This Agreement shall continue to operate until March 31, 2020, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

**SIGNING PAGE**

Dated at Clinton, Ontario, this 1st day of April, 2019.

FOR THE EMPLOYER

FOR THE UNION

Connie Townsend

Brigitte Goar  
Labour Relations Officer

Angela Hartin

Dana Livingstone

Jane Anderson

Anna Laxton

Susan Cronin

\_\_\_\_\_

Warden Jim Ginn

\_\_\_\_\_

Meighan Wark

\_\_\_\_\_

Lara Vanstone

\_\_\_\_\_



**APPENDIX 'A'**

Registered Nurses shall be compensated for their service in accordance with the following salary schedule:

A employee currently being paid at a rate higher than the applicable rate in this Collective Agreement shall continue to receive her current rate of pay so long as it exceeds the applicable.

**Wages****Registered Nurse/RAI Coordinator**

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

**Charge Nurses**

<b>STEP</b>	<b>Effective April 1, 2018</b>	<b>Effective April 1, 2019</b>
Start	\$34.28	\$34.88
Level 1	\$34.46	\$35.06
Level 2	\$35.03	\$35.65
Level 3	\$36.75	\$37.39
Level 4	\$38.49	\$39.17
Level 5	\$40.66	\$41.37
Level 6	\$42.84	\$43.59
Level 7	\$45.03	\$45.82
Level 8	\$48.24	\$49.08
25 Years	\$49.09	\$49.95

NOTE 1: The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%

The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

**APPENDIX 'B'**

**CHAIRPERSONS - NURSING ASSESSMENT COMMITTEE**

**NURSING HOMES AND HOMES FOR THE AGED**

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

Ms Carol Anderson  
16151 Old Simcoe Rd.,  
PORT PERRY ON L9L 1P2  
Telephone: (905) 982-1366  
E-mail: [carola@bell.net](mailto:carola@bell.net)

Ms Judith A Peterson  
5 Pod's Lane  
ORO-MEDONTE, ON L0L 2L0  
Telephone: (705) 835-6569

**"SCHEDULE A"**

<b>SECTION 3</b> <b>Sick &amp; Short Term Disability Plan/Policy</b>	<b>Policy No. 3.20</b>
Approved by: County Council	Date: October 7, 2009

**Purpose:**

To define the County of Huron's policy relating to employee absence from work due to non-work related short term injury or illness.

**Scope:**

All employees contribute to the obligations and goals of the County of Huron by maintaining their health and ensuring regular, punctual attendance. Regular attendance is an expectation of employment and an essential duty of every employee. In those cases of legitimate and substantiated illness or injury, the County of Huron is committed to provide eligible employees with a salary continuance plan to protect our employees and their families from financial hardship until they can safely return to work.

**Definitions:**

"Eligible Employee" - Permanent full-time employees (as per the CA) who have completed 65 working days of continuous service.

"Appropriate Medical" - In order to be eligible to collect short term disability benefits the 'treating' physician or 'treating' nurse practitioner must complete the required form (see Appendix A) within the required time frame (see "Procedure").

"Eligible Grandfathered Employee" - Employees who meet the definition above and were employed by the County of Huron on December 31, 2009. Permanent part time employees who were employed by the County of Huron on December 31, 2009, and become full-time at a later date will be able to convert their hours of 'continuous service,' which pre-dated December 31, 2009, to the equivalent in full-time hours so to be eligible to collect under the 'grandfathered benefits' section of this policy.

*Note: Any hours served, in either a full-time or part time role will not contribute to the calculation of an employee's grandfathered status on or after January 1, 2010. Your 'grandfathered entitlement' based on your continuous service with the County of Huron as of December 31, 2009 is frozen.*

"Work Day" - The length of a day an employee is regularly scheduled either per year or per defined season. For example, a work day for an employee who is regularly 'scheduled' for a 35 hour week is 7 hours; a work week for an employee is regularly 'scheduled' for a 40 hour week is 8 hours.

"Day" - Work day

"Acceptable Attendance" - As defined in the County of Huron's Attendance Management program, not by the entitlement allotted in this policy.

"Sick Day" - Any day or part of a day where an employee is absent or leaves work due to an injury or illness, in which a `sick credit' must be used. A day absent from work to attend a physician or a other medical professional appointment is not a `sick day,' and a sick credit cannot be used, unless the appointment was `on the day' that the employee was absent or left work due to the same injury/illness that caused them to be absent or leave work.

"Active Regular Work Day" - (*regular attendance*) - A day where the employee is at work, performing their regular and scheduled duties. A *scheduled/pre-approved* leave or day away from work (i.e. vacation day, lieu/toil day, bereavement leave, jury duty, etc.) is the same as an active regular work day. Those days where an employee is performing modified work or performing work with any restrictions (either duties or hours) are not active regular work days.

"Continuous Regular Work" - As defined above (Active Regular Work Day), however the active regular work days must be continuous or without interruption. A sick day, a vacation day that was not scheduled/pre-approved, a day where any modified duties or work with restrictions (either duties or hours) is performed constitutes an interruption of continuous regular work.

Policy:

#### Entitlement

- 3.20.1 Eligible employees will receive, for every calendar month of *regular attendance*, sick credits at the rate of 1.25 work days. Sick credits are cumulative.
- 3.20.2 For an employee to earn sick credits in a calendar month, seventy-five percent (75%) of the working days in a calendar month must be "active regular work days," which constitutes *regular attendance* given month under this policy.
- 3.20.3 Sick leave credits are cumulative to a maximum of 15 days. Employees with sick credit balance in excess of days shall retain that balance b but not accrue further credits until their balance falls below 15 days.
- 3.20.4 Sick leave credits are to be used when an employee is absent from work due to their own illness or injury only. Should an employee not have enough sick credits to bridge their wage until they are eligible to collect short term disability benefits, they will have the option of using toil, vacation or no-pay days.
- 3.20.5 Short term disability (STD) benefits for eligible employees begin on the sixth (6<sup>th</sup>) consecutive day of absence from work for an injury or illness to one's self. To be eligible to receive entitlement under the STD plan the employee must provide the employer with the `appropriate medical' on or before the 6th day of consecutive absenteeism.
- 3.20.6 Upon entrance into the STD plan, employees will receive seventy-five percent (75%) of their regular wage until they return to work.

- 3.20.7 The STD plan begins on the 6th consecutive day of absenteeism and continues until the employee has been absent from work for seventeen (17) consecutive weeks in total (1 week sick credits, 16 weeks on STD) provided satisfactory and appropriate medical documentation is provided. At the end of 17 weeks the employee will be able to submit for entrance into the long term disability plan (provided by third party carrier). *Note: The acceptance or denial of a long term disability claim is at the sole discretion of the third party carrier. The County of Huron reserves the right to submit an appeal against or on behalf of the employee given the information available.*

### **Grandfathered Entitlement**

- 3.20.8 `Eligible grandfathered employees' will be allotted 15 sick day credits on January 1, 2010. Thereafter, articles 3.20.1, 3.20.2, 3.20.3 are in effect as it relates to the accumulation and use of sick time credits.
- 3.20.9 Short term disability (STD) benefits for eligible grandfathered employees begin on the sixth (6th) consecutive day of absence from work. To be eligible to receive entitlement under the STD plan the employee must provide the employer with the appropriate medical' on or before the 6th day of consecutive absenteeism.
- 3.20.10 Short Term Disability Benefits for grandfathered employees, as per the schedule below, will commence on the 6th consecutive day of absence from work. Benefits will be payable for a period of up to 16 weeks provided satisfactory medical documentation is supplied to the Human Resource department.

<b>Length of Service (as of Dec. 31, 2009)</b>	<b>90% of Salary</b>	<b>75% of Salary</b>
Less than 3 months	0 weeks	16 weeks
3 months but less than 1 year	1 week	15 weeks
1 year but less than 2 years	2 weeks	14 weeks
2 years but less than 3 years	3 weeks	13 weeks
3 years but less than 4 years	4 weeks	12 weeks
4 years but less than 5 years	5 weeks	11 weeks
5 years but less than 6 years	6 weeks	10 weeks
6 years but less than 7 years	7 weeks	9 weeks
7 years but less than 8 years	8 weeks	8 weeks
8 years but less than 9 years	9 weeks	7 weeks
9 years but less than 10 years	10 weeks	6 weeks
10 years but less than 11 years	11 weeks	5 weeks
11 years but less than 12 years	12 weeks	4 weeks
12 years but less than 13 years	13 weeks	3 weeks
13 years but less than 14 years	14 weeks	2 weeks
14 years but less than 15 years	15 weeks	1 week
15 years but less than 16 years	16 weeks	0 weeks

- 3.20.11 An eligible grandfathered employee's entitlement will be frozen as of December 31, 2009.

- 3.20.12 Should a grandfathered employee cease to work continuously full time after January 1, 2010, they will no longer be considered an `eligible' grandfathered employee and will not be entitled to benefit under the section "Grandfathered Entitlement."
- 3.20.13 The County will provide statutory leaves in accordance with the Employment Standards Act.
- 3.20.14 Employees may be required, at the employer's sole discretion, to provide appropriate documentation or other evidence to show entitlement to any emergency leave. An emergency leave which lasts any part of a day will be counted as one full day's emergency leave.

### **General Provisions**

- 3.20.15 An Attending Physician Assessment form completed by the treating physician or treating nurse practitioner is required for all absences due to illness or injury of five (5) or more consecutive days. Thereafter, the Human Resource department will request medical certification as deemed necessary.
- 3.20.16 The County of Huron reserves the right to require appropriate and satisfactory proof of illness before any Short Term Disability benefits are granted. If the required medical information is not provided within the time specified, Short Term Disability benefits may be withheld until appropriate medical information is obtained. For an absence of less than five (5) days, the County of Huron reserves the right to request medical information.
- 3.20.17 It is the employee's responsibility to provide appropriate and satisfactory medical documentation. An Attending Physician Assessment form or a similar form which provides the employer with an assessment of the employee's capabilities and limitations (relevant to the injury/illness), as well as a prognosis is considered satisfactory and acceptable. Retroactive notes will not be accepted except in exceptional circumstances, as deemed by the employer. Failure to provide satisfactory and acceptable medical may result in denial or loss of entitlement for benefits.
- 3.20.18 To be eligible and remain eligible for Short Term Disability benefits the employee must be under the continuing appropriate care of a physician and not engaged in any occupation or employment for wages, for the County of Huron or others, except for the purpose of rehabilitative employment as approved in writing by the County of Huron.
- 3.20.19 Illnesses forecasted to last over 30 days are expected to be under the treatment of a medical professional specializing in the related discipline.
- 3.20.20 The County of Huron reserves the right to require Independent Medical Examinations and/or Functional Abilities Evaluations to clarify an employee's diagnosis, treatment or residual capacities.

3.20.21 Medical Certification will be required for absences of your scheduled shift immediately prior to or following a paid holiday.

3.20.22 If an employee who has been on Short Term Disability benefits returns to *active regular work*, and subsequently returns to a Short Term Disability absence, the absence will be deemed a recurrence and the employee will continue to be paid under the Short Term Disability plan for the remainder of the 16 week period if:

- The employee has previously received Short Term Disability benefits;
- The subsequent period of Short Term Disability is due or related to the previous illness or injury;
- The subsequent period of Short Term Disability is not separated from the preceding period by more than 2 WEEKS OR LESS OF *continuous regular work*.

An approved return to work program, light duties or work performed with any restrictions (either duties or hours) is not considered a continuous regular work for the purpose of this clause.

The employee must be at work, performing '*continuous active regular work*' for more than 2 weeks for the injury/illness (absence) not to be considered a recurrence.

3.20.23 An employee returning to work on a modified work schedule will receive regular wages for hours worked and Short Term Disability benefits for the remaining hours in the schedule of daily hours.

3.20.24 The employee can be returned to his/her position provided it meets the medical needs and limitations of the employee's functional abilities. The County of Huron has a duty to accommodate the functional abilities within reason and without undue hardship. An employee who refuses to return to work and does not have satisfactory medical evidence to be absent will have his/her benefits terminated and the County of Huron reserves the right to review the employee's employment.

3.20.25 When determining the employee's ability to return to work, either full time or on modified duties (including modified hours), the Human Resource department will utilize the recommendations made by the treating medical practitioner via the Attending Physicians Assessment form. Ultimately it is the responsibility and sole purview of the employer to determine the suitability and availability of modified duties, in consultation and/or in consideration of the relevant medical on hand.

3.20.26 If after being paid under the Short Term Disability plan the employee receives payment from any other source of compensation for the lost time, including any compensation from the Workplace Safety & Insurance Board (WSIB) the employee must notify the County of Huron immediately. Based on eligibility, the amount received in excess of his/her regular Short- Term Disability provision may have to be reimbursed to the County of Huron.



- 3.20.27 An employee must not collect benefit from both the WSIB or from a benefit defined/governed in this policy. Should an employee injure themselves at work, or suspect they were injured at work, they must immediately report the injury and details to their supervisor and the Human Resources department (as per Human Resource policy 5.4, *Accident Reporting Procedure/WSIB Reporting Procedure*). Failure to report a work related injury or purposely collecting benefits under this policy for an injury sustained at work may result in loss of entitlement under either/both plans and discipline, up to and including termination.
- 3.20.28 Where in an employee's scheduled vacation is interrupted due to illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave, with appropriate medical documentation. In a case where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave, with appropriate medical documentation. The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits, but rather against their sick time. This article applies to 'eligible' employees only (as defined in this policy).
- 3.20.29 In a case where an employee may be entitled to sick benefits from an alternative provider (first payer), the employee is obligated to notify the employer and pursue entitlement to said benefits to the best of their ability (for example, seeking loss of income insurance from an automobile insurance policy should the employee be in an accident). The County of Huron will pay the difference (if any) between the benefit the employee would be entitled to, as per the terms of this policy, and that which is received from the alternative provider. In such case, the employee may collect from the employer under the condition that all monies received by the employee from the alternative benefit provider is reimbursed to the County of Huron up to the amount that they are entitled by this policy.
- 3.20.30 Paid vacation entitlement is waived during the disability period but service continues to accrue.
- 3.20.31 We encourage all employees to minimize carried-over vacation days, upon returning from short or long term disability leaves, so they may avoid being directed to use vacation at the end of the vacation year.

### **Exclusions and Limitations**

- 3.20.32 No benefit is payable for the following:
- Self-inflicted injuries;
  - Committing or attempting to commit an assault or criminal offence or while serving a prison sentence;
  - Surgery of a cosmetic nature (not covered under the provincial health plan). Neither the date of surgery nor the recovery period is covered under this plan;
  - Failure to provide satisfactory proof of disability (appropriate and satisfactory medical) to the County of Huron;

- Failure to comply with proposed treatment;
- Any period of disability that commenced while any employee was not insured under this plan;
- Work related accident or sickness;
- Any injury or illness where the WSIB should rightfully take precedent in adjudication of entitlement;
- Any period of disability during a 'specified period' of maternity leave absence. A specified period meaning either by mutual agreement between the employee and employer or any period that the employee is eligible, or would have been eligible upon proper application, to collect Employment Insurance benefits.
- Any period of disability that commenced while the employee was on leave of absence. When a disability begins while an employee is on a leave of absence, Short Term Disability benefits will not commence until the completion of the employee's scheduled leave. An employee may not shorten a previously scheduled leave in order to qualify for Short Term Disability benefits at an earlier date. In such cases the provisions of the Short Term Disability Plan are applied as if the employee became disabled on the day scheduled to return to work.
- Injuries acquired through acts of war (whether war has been declared or not), participation in a riot or disorderly conduct;
- While not receiving continuous treatment for the use of drugs or alcohol when the illness results from the employee's use of these substances;

3.20.33

**Disability Benefits will cease when the employee:**

- Returns to full time work;
- Fails to participate in modified duties offered by the employer;
- Fails to provide the required appropriate medical documentation (satisfactory and appropriate medical);
- Fails to follow an appropriate medical treatment and rehabilitation program;
- Accepts an offer of employment with any other employer or becomes self-employed;

***Point of Contact/Call-In Procedure:***

3.20.34

When an employee is unable to report for work because of injury or illness, he/she shall notify his/her immediate supervisor or designate (refer to as 'designated person' going forward) as soon as possible to allow for shift replacements as required. *Note: The head of each department may designate a manager, supervisor or an administrative person who is directly responsible for tracking absenteeism/finding shift replacement.*

3.20.35

Notification of illness must be made to the designated person (no other person) via phone. E-mail notification is not acceptable.

- 3.20.36 Upon receiving a call from an employee who would be absent from work, the designated person will fill out a `County of Huron Absence from work Report' (See Appendix B). Should an employee call and not be able to reach the designated person, they will leave a message, leaving the necessary information or should expect to be called back so the form may be completed.
- 3.20.37 Should the employee inform the designated person that they will be absent due to a workplace injury or illness, the designated person will instruct the employee to fill out an `Accident/Incident Reporting form,' and inform the employee that the Human Resource department will contact them AS. The designated person will contact the Human resource department immediately so they may begin the process.
- 3.20.38 Should the employee indicate that they expect or estimate their absence to be five (5) days or longer, the designated person must notify the Human Resource department immediately who will coordinate with the employee to acquire the appropriate medical.
- 3.20.39 All absences of five (5) days or more, as well as the process governing the Short Term disability plan will be handled by the Human Resource department for the County of Huron.
- 3.20.40 All employees of the County of Huron, eligible under the plan or not, will be subject to this process as well as the tracking of their absenteeism keeping the County of Huron's Attendance Management Program.

***Responsibility:***

- 3.20.41 **The Department Head has the responsibility to:**
- Ensure this policy, the terms, procedures and responsibilities therein, is followed without exception;
  - Ensure the supervisor or designate fulfills their responsibilities in accordance with this policy;
  - Diligently track and report absenteeism accurately to the Human Resource department, keeping with the set procedures;
  - Work in coordination with the Human Resources department to enforce the County of Huron's `Attendance Management program,' including counseling, assistance or discipline where necessary;
  - Participate in the development of the return-to-work plan, and offer modified work and/or schedule accordingly when a modified plan has been deemed needed or required;
  - Ensure proper forms are submitted to the Human Resource department in the time lines required. These forms include `pay change notices' and **all** medical documentation.
- 3.20.42 **The Supervisor and/or Designate has the responsibility to:**
- Collect all necessary information from the injured/ill employee as required on the `Absence from Work Report.' Will find out the length of the absence,

upon receiving the notice from the employee, and educate the employee concerning the process (what form must be filled out, what medical is needed in what period of time) where necessary;

- Ensure that the 'Point of Contact/Call-in Procedure,' as outlined in this policy is followed and that the Human Resource department is contacted 'immediately' where required;
- Determine if 'appropriate and satisfactory' medical has been received, educate the ill/injured employee and request/secure appropriate medical, forms and/or information.

3.20.43

**The Human Resource department has the responsibility to:**

- Work with the departments to ensure that employees are aware of the County of Huron's 'Sick and Short Term Disability' policy;
- Ensure that all persons named in this policy adhere to the terms, procedures and conditions of this policy;
- Ensure that absenteeism in the County of Huron is reported and tracked accurately, both to the Human Resource department and in turn to Administration and County Council;
- Work with the departments to ensure that a proactive management process, which includes adherence to the County of Huron's Attendance Management program, exists to monitor and improve on absence due to illness or injury;
- Maintain regular communication with the department heads, and their designated staff, during the course of a disability and/or modified work plan, while respecting the employee's confidentiality of personal information;

**Claim Specific:**

- Adjudicate claims based on the information received on the Attending Physician Assessment or alternative 'appropriate and satisfactory;' medical;
- Subject to proper medical evidence, the Human Resource department will issue a decision regarding the payment of Short Term Disability benefits;
- Communicate with attending physician when necessary;
- Communicate with the employee if the absence is forecasted to be five (5) days or more or if clarification is needed to adjudicate the claim;
- Discuss with the Department Head or Designate any possibility of return to work with modified work and/or schedule;
- Provide early assistance and orientation for care and treatment that is appropriate for the employee's condition;
- Establish guidelines for a timely return to full duties;
- Assist the employee with the process/application for Long Term Disability (LTD) if the absence is projected to last beyond the required waiting period and provide to the LRD carrier the complete documentation including the collected medical data during the short term intervention.

3.20.44 **The Employee has the responsibility to:**

- Attend work for all scheduled shifts when not either ill or injured;
- Communicate, via phone, as early as possible to his/her supervisor or designate on his/her absence on the first day of illness/injury with an explanation about the expected duration of the absence. If the employee is too ill to phone, he/she is expected to have someone make the call on his/her behalf;
- Provide the information required on the 'Absence from Work Report;'
- Provide appropriate and satisfactory medical (as defined in this policy) once the employee expects to be off for five (5) or more days, is off for five consecutive days or the employer so instructs the employee to provide said medical;
- Communicate on a regular basis with his/her manager and the Human Resource department once on the STD plan and provide requested documents in a timely manner, thus enabling the County of Huron to monitor and manage the absence;
- Comply with the possibility of having to be examined by a specialist of the County of Huron's choice in the case where more information is required;
- Participate in a return to modified work and/or schedule, and be open to discuss with the Department Head and the Human Resource department, the type and availability of suitable accommodation for his/her medical condition.
- Report any injury occurring on the job to his/her Department Head or Supervisor immediately, who in turn will contact the Human Resource department, and if required, seek medical attention as soon as possible.

3.20.45 Claiming sick benefits under false or misleading circumstances and/or failure to adhere to the provisions, processes or responsibilities as named in this policy may result in loss of entitlement of sick day pay, short term or long term disability benefits and may also result in discipline up to and including termination.

**SECTION B- Long Term Salary Continuance Plan**

1. The foregoing Long-Term Salary Continuance Plan is provided subject to the prevailing contract conditions and limitations of the insurance policies in effect at the time of disability.
2. This Plan (Section B) will provide an income of 66 2/3% of the then current salary or wages for the job classification and increment level in which the employee was at the time of commencement of illness or accident; integrated with the Canada Pension Plan disability benefits (70% for those employees with over 20 years service). Effective February 15, 2018, it is understood and agreed that the monthly maximum amount payable under this provision will be (\$5000.00) per month.
3. Benefits begin on the eighteenth (18th) week after disability commences, and are payable subject to the terms and conditions of the insurance contract.
4. All vacation must be taken prior to retirement at age 65, or as mutually agreed upon.
5. There will be no vacation credits, vacation pay or statutory holiday pay during the Long-Term disability portion of this plan.
6. Where provided under the terms of the insurance contract, all employee benefits remain in force, with the exception of those benefits outlined in # 5 above
7. An employee must not engage in any other occupation or employment for wage or profit without the specific permission of the Employer and the insuring carrier.
8. An employee must be under the regular care and attention of a legally qualified physician or surgeon and the Employer and the insuring carrier have the right to require any additional medical evidence; and have the right to request a medical examination by their designated physician or surgeon.
9. The County will assume the full cost of the premiums of the Long-Term Salary Continuance Plan.

**LETTER OF UNDERSTANDING**

Between:

**THE CORPORATION OF THE COUNTY OF HURON**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Casuals

1. The parties agree that where a master line has been posted and there are no employees willing to accept the whole line, the employer may schedule regular part-time/casual employees on a regular basis in all or part of the master line until such time as the master line is filled.
2. It is agreed that a casual employee can make themselves available to work in both locations.

Dated at Clinton, Ontario, this 1st day of April, 2019.

FOR THE EMPLOYER

FOR THE UNION

Connie Townsend

Brigitte Goar  
Labour Relations Officer

Angela Hartin

Dana Livingstone

Jane Anderson

Anna Laxton

Susan Cronin

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Warden Jim Ginn

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Meighan Wark

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Lara Vanstone

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**LETTER OF UNDERSTANDING**

Between:

**THE CORPORATION OF THE COUNTY OF HURON**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: New Grad Initiative

With respect to the New Graduate Initiative, the parties agree to the following:

1. As per the New Graduate Initiative (2007), the Huron County Homes for the Aged will provide full-time hours to supernumerary nurses, with pay at the start level as per the collective agreement;
2. Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year;
3. Such positions will not be subject to internal postings or request for transfer processes outlined in the collective agreement;
4. Such nurses will be temporary, working 37.5 full-time hours weekly or 75 hours per pay period, and covered by the collective agreement, except where amended by this Letter of Understanding;
5. Such nurses will be in formal mentorship arrangements;
6. Following three (3) months in this program, such nurses can apply for posted positions in accordance with the provisions of the Collective Agreement. If the new graduate is awarded the position, the management, the union, and the new graduate will meet to discuss the new graduate's start date in the permanent position.
7. When a nurse has completed the new graduate funded position and is the successful applicant for a vacant or new position, her probationary period and her eligibility for benefits will begin immediately, subject to the terms of the collective agreement;
8. If Ministry funding has not been fully utilized by the end of the six month period, management will consult with the Association on the use of such funds. Management reserves the right to any final decision on the use of the funds in compliance with the MOHLTC;
9. The duration of such supernumerary appointments will be for the period of MOHLTC funding, 7.5 months, or such other period as the local parties may agree;



- 10. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment (7.5 months), the arrangement will be terminated and this will not be considered a layoff;
- 11. The Employer bears the onus of demonstrating that such positions are supernumerary;
- 12. The successful applicant will receive a letter indicating start date, rate of pay, benefit and vacation in lieu payments, on or before end date, position title, team name and manager name. The Association will receive a copy of this letter. In addition, a copy of any report including the Bargaining Unit President's signature will be provided.
- 13. Assessments and feedback will be provided on a regular basis to the new grad.
- 14. In the event of a layoff in the area of assignment of the supernumerary nurse, either the Employer or the Association may require that the supernumerary nurse shall be first laid off;
- 15. The Letter of Understanding is null and void if the program is discontinued or provincial funding is reduced and/or discontinued.

This agreement is made without prejudice and precedent to either party.

Dated at Clinton, Ontario, this 1st day of April, 2019.

FOR THE EMPLOYER

FOR THE UNION

Connie Townsend

Brigitte Goar  
Labour Relations Officer

Angela Hartin

Dana Livingstone

Jane Anderson

Anna Laxton

Susan Cronin

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Warden Jim Ginn

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Meighan Wark

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Lara Vanstone

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**LETTER OF UNDERSTANDING**

Between:

**THE CORPORATION OF THE COUNTY OF HURON**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Job Sharing

If the Employer agrees to a job-sharing arrangement, the following conditions shall apply unless otherwise agreed to by the parties:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer 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) nurses and the Employer.
- (c) The above schedules shall conform with the scheduling provisions of the full-time positions. Otherwise the job sharers will be considered part-time and be entitled to the provisions of the collective agreement pertaining to part-time nurses.
- (d) Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- (f) Coverage:
  - i) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers may be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours when neither job sharer partner is scheduled and where such would not result in premium payment and where other part-time nurses have been scheduled up to their commitment.

ii) Vacation and other Leaves pursuant to Article 12.

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible. If job sharers cover each other's entire vacations, they will not be considered to be part of any vacation quotas.

(g) Implementation

i) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

ii) Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

iii) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

(h) Discontinuation – Permanent Job Shares

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.

Dated at Clinton, Ontario, this 1st day of April, 2019.

FOR THE EMPLOYER

FOR THE UNION

Connie Townsend

Brigitte Goar

Angela Hartin

Labour Relations Officer

Dana Livingstone

Jane Anderson

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**LETTER OF UNDERSTANDING**

Between:

**THE CORPORATION OF THE COUNTY OF HURON**

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: Shared Full Time Position – Twelve (12) Month Trial (Huronview and Huronlea Homes)**

The parties agree to enter into a twelve (12) month trial of a full time shared position between the two County of Huron operated Long Term Care Homes, to address the ongoing staffing needs. At the end of the trial period, the parties will meet to discuss the possibility of continuation of the shared position on a permanent basis. The following principles will guide the parties through the trial period.

- a) The position will be posted at both Huronview and Huronlea Homes as well as externally. Internal candidates will be considered as per the job posting provisions of the Collective Agreement. Seniority, with the County of Huron, will be considered collectively for all applicants, as one master list is used.
- b) The successful incumbent will continue to accrue seniority based on all hours worked in the shared position at the employee's originating Home of employment.
- c) Payroll responsibilities including maintaining service, seniority, benefits or percentage in lieu of benefits and vacation entitlements will continue at the successful incumbent's primary facility.
- d) The originating Home of the employee will retain accountability to produce the schedule, process payroll and initiate benefit coverage or payment in lieu of benefits and vacation.
- e) Scheduling staff, in the respective Homes, will work collaboratively to produce a schedule in advance of the six (6) week schedule. The scheduling provisions under Article xx will be complied with.
- f) The schedule will be posted in both Homes to assist in the call-in process. It is the responsibility of the incumbent to identify, at the time of the call, if overtime payment is required as a result of a call-in.

- g) Travel expenses are not reimbursable to attend work UNLESS the Employer changes the work location less than twenty-four (24) hours before the start of the shift.
- h) The Employer reserves the right to cancel the agreement with suitable notice to the incumbent and Union if staffing needs change in the Home(s).

Should the successful candidate not be an existing County of Huron employee, further discussion will be scheduled regarding the accrual of seniority, benefits and scheduling.

Dated at Clinton, Ontario, this 1st day of April, 2019.

FOR THE EMPLOYER

Connie Townsend

Angela Hartin

Jane Anderson

Susan Cronin

Warden Jim Ginn

Meighan Wark

Lara Vanstone

FOR THE UNION

Brigitte Goar  
Labour Relations Officer

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