

COLLECTIVE AGREEMENT

Between:

**THE CORPORATION OF THE COUNTY OF MIDDLESEX
(Strathmere Lodge)**

(Hereinafter referred to as “the Employer”)

And:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as “the Union”)

Expiry Date: March 31, 2020

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Between:

**THE CORPORATION OF THE COUNTY OF MIDDLESEX
(Strathmere Lodge)**
(hereinafter referred to as the "Employer")

OF THE FIRST PART

And:

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

OF THE SECOND PART

The Parties hereto agree as follows:

ARTICLE 1 – PURPOSE

1.01 The purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and Nurses 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.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses engaged in a nursing capacity at the Strathmere Lodge, save and except Director of Resident Care, employees who are covered by a Collective Agreement between the Corporation of the County of Middlesex and Unifor Local 302.

2.02 All references to officers, representatives and committee members of the Union in this Agreement shall be deemed to mean representatives, officers and committee members who will be employees of the Employer. All correspondence sent by the Employer to the Union shall be sent to the Bargaining Unit President or her delegate.

2.03 The word "Nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.

2.04 For the purpose of interpretation whenever used herein, the feminine gender shall mean and include the masculine and non-binary and vice versa and similarly the singular shall include the plural and vice versa as applicable.

2.05 A Registered Nurse is defined as a person who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated*

Health Professions Act and the *Nursing Act*. A Registered Nurse is required to present to the Director of Resident Care by February 15th of each year, her current General Certificate of Registration.

The Employer agrees to pay for the yearly Registration fee for all Registered Nurses on proof of renewal in the practising class. The Employer agrees to pay the yearly registration fee for casual employees who work a minimum of sixteen (16) tours, excluding orientation, in the preceding year. Documentation of payment of the registration fee is to be provided to the business office by February 15th to be eligible for payment.

- 2.06 A nurse who holds a Temporary Class Certificate of Registration in accordance with the *Nursing Act, 1991* issued by the College of Nurses of Ontario must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate. If the nurse fails to obtain her or his General Class Certificate of Registration, prior to the expiry of her or his Temporary Class Certificate of Registration but in any case not longer than two (2) years from date of hire she or he will be deemed to be not qualified for the position of registered nurse, and will be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the *Ontario Human Rights Code*.

A nurse who holds a Temporary Class Certificate of Registration as a registered nurse and who obtains a General Certificate of Registration, on presentation of such registration, shall be given a registered nurse's salary retroactive to date of employment or date of providing such proof, whichever is the later. A nurse who holds a Temporary Certificate of Registration shall be known as a Graduate Nurse and will be paid ninety-six (96%) per cent of the rate for a registered nurse.

- 2.07 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 14.01.

A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 14. A casual nurse is a nurse who works on a casual on-call basis.

- 2.08 The Corporation agrees that it will not put out for tender or contract or employ any person or persons or group of persons for any job now filled by any nurses falling within the scope of this Agreement, so as to have the effect of depriving any nurse covered by this Agreement of his or her employment.

- 2.09 The assignment of patient care duties, including the delegation or direction of duties by members of the bargaining unit to other health care providers, shall be in accordance with the *Regulated Health Professions Act* and related statutes and regulations and in accordance with the guidelines established by the College of Nurses of Ontario from time to time and any Employer policy related thereto shall meet those requirements.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer and the Union agree that there shall be no discrimination, interference, 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 by reason of any matter under the terms of the Charter of Rights and/or the Ontario Human Rights Code and that there will be no Union activity or solicitation of membership on the premises of the Strathmere Lodge during working hours except with the written permission of the Administrator or as specifically provided for in this Agreement.

- 3.02 The Union and the Employer agree to abide by the *Ontario Human Rights Code*.
- 3.03 An employee who believes that she has been harassed, contrary to the Ontario Human Rights Code shall be encouraged by both parties to follow the Employer's policy and process on harassment. Failing resolution, an employee may follow the process set out Grievance and Arbitration procedure in Article 8 of the Collective Agreement. The employee shall be encouraged by both parties to exhaust these processes prior to filing a complaint with the Ontario Human Rights Commission.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 The Employer shall not cause or direct any lockout of its nurses and the Union shall not cause, direct or consent to any strike or other collective action by its members which will stop, curtail or interfere with the operation of Strathmere Lodge "Strike" or "Lockout" shall bear the meaning given them in the Ontario Labour Relations Act, 1995.

ARTICLE 5 - MANAGEMENT FUNCTIONS

- 5.01 The Union recognizes that the management of Strathmere Lodge and the direction of working forces are fixed exclusively in the Lodge and shall remain solely with the Lodge except as specifically limited by the provisions of this Agreement and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Lodge to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses provided that a claim of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine in the interest of efficient operation and highest standard of services, job rating or classification, the hours of work, work assignment, methods of doing the work and the working establishment for the service;
 - (d) generally to manage the operation that the Lodge is engaged in and without restricting the generality of the foregoing to determine the number of personnel required, methods, procedures and equipment in connection therewith;
 - (e) make and enforce and alter from time to time, reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of this Agreement.

- 5.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Employer will recognize two (2) nurse representatives from the Lodge to assist nurses in the presentation of any complaints or grievances that may arise. The Employer will recognize a committee of two (2) nurses to attend grievance meetings as provided hereunder. The Employer will recognize a committee of three (3) representatives of the Bargaining Unit whose duties shall be to negotiate renewal Collective Agreements. The Union agrees to supply the Lodge with the names of executives of the Union and of such nursing representatives and of any changes thereto.
- 6.02 It is understood that representatives of the Union have their regular work to perform on behalf of the Lodge. If it is necessary for a nurse representative to service a grievance during her working hours, she shall not leave work without first obtaining permission from the Director of Resident Care or her Immediate Supervisor. When resuming her regular work, she shall again report to her Supervisor or the Director of Resident Care.
- 6.03 There shall be a Union Lodge Committee comprised of two (2) representatives of the Union, and two (2) representatives of the Lodge, one of whom shall be the Director of Resident Care or her appointee, one to be the Administrator or his delegate. The function of the committee shall be to discuss matters of mutual concern to the parties but it is understood and agreed that the committee shall not discuss grievances. The committee shall meet on an informal basis at convenient times. Either party may submit to the Secretary of the Union-Management Committee those items it wishes to be placed on the agenda. The Secretary shall then prepare an agenda to be presented to the representatives of the Lodge and the representatives of the Union at least forty-eight (48) hours prior to the meeting.
- 6.04 The Union will provide the Employer with the list of personnel showing its officers and nurse representatives. This list will be revised when changes occur. All references to officers, representatives and committee members of the Union in this Agreement shall be deemed to mean officers, representatives and committee members of the Bargaining Unit constituted for this bargaining unit all of whom are employees of Strathmere Lodge.
- 6.05 The Union Committees shall have the right to have the assistance of Staff Representatives from the Ontario Nurses' Association.
- 6.06 It is understood and agreed that the Labour Relations Officer is the signing authority for 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.

- 6.07 Nurse representatives and committee members in performing their functions within the terms of Article 6 shall receive their regular pay calculated at the straight time hourly rate for all regularly scheduled work hours lost in their regular pay calculated at the straight time hourly rate. Employees will not be paid for time spent at Conciliation or Arbitration.
- 6.08 The Employer agrees to abide by the Occupational Health and Safety Act in the operation of the Home. A representative of the Union shall be elected or appointed to the Occupational Health and Safety Committee and the Infection Pharmacy Advisory Committee. All time spent by a member of the Health and Safety Committee and the Infection Pharmacy Advisory Committee attending meetings of the Committees and carrying out her duties shall be deemed to be work time for which she shall be paid by her Employer at her regular or premium rate as may be proper and she shall be entitled to such time from her work as is necessary.
- 6.09 The bargaining unit shall determine the composition of and shall elect a Negotiating Committee for the purpose of negotiating a renewal of this Collective Agreement.

Members of the Negotiating Committee shall be excused from their scheduled shift on the days of negotiation meetings. Any member scheduled to work the night shift shall be excused the shift following or before the negotiating meeting depending upon the time of the meeting.

ARTICLE 7 - UNION DUES

- 7.01 The Employer will deduct monthly from the pay of any nurse with the Lodge, an amount equivalent to the regular monthly Union dues, and will forward such sum to the Union. The Employer will also forward a list of names and Social Insurance Numbers, classification, and status of the nurses from whom deductions have been made in electronic format. The Union shall notify the Employer in writing of the amount of such dues from time to time.
- 7.02 The Union will hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deduction and remittance.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

- 8.01 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 Resident Care opportunity of adjusting her complaint. Such complaint shall be discussed with her Director of Nursing within five (5) days after the circumstances giving rise to it have occurred and the Director of Nursing 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 Nursing's decision in the following manner and sequence:

Step No. 1

The nurse, with the assistance of a nurse representative if desired, may submit a written grievance signed by her to the Director of Resident Care. The Director of Resident Care will deliver her decision in writing within three (3) days following the day on which the grievance was presented to her. Failing settlement then:

Step No. 2

Within five (5) 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 Administrator who will deliver his decision in writing within five (5) days from the date on which the written grievance was presented to him. The parties may if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement then:

Step No. 3

Within five (5) days following the decision under Step No. 2, the committee referred to in Article 6, 6.01, hereof may submit the written grievance to the Chief Administrative Officer of Middlesex County or designate at which time the matter will be reviewed and a decision in writing of the Employer will be given within five (5) days from the date on which the grievance is lodged under Step No. 3. The parties may, if they so desire, meet to discuss the grievances at a time and place suitable to both parties.

- 8.02 The complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated under Step No. 2. It is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting a nurse which such nurse could herself institute and a regular grievance procedure shall not be thereby by-passed. Any grievance by the Employer or the Union as provided in this paragraph shall be commenced within ten (10) days after the circumstances giving rise to the complaint have occurred.
- 8.03 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as set forth in Article 8.06. If no written request for arbitration is received within ten (10) days after the decision under Step No. 3 is given, it shall be deemed to have been settled and not eligible for arbitration.
- 8.04 All agreements reached under the grievance procedures 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.
- 8.05 Any grievance not submitted within the time limit nor advanced by the grieving party within the time limit provided for each step of the grievance procedure shall be deemed to have been dropped. No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure. Where no answer is given within the time limit specified in the grievance procedure, the grieving party shall be entitled to submit the grievance to the next step of the grievance procedure. No adjustments effected under the grievance

procedures shall be made retroactive prior to the date the grievance was formally discussed or presented save and except bookkeeping errors involving pay.

- 8.06 If the Employer or the Union requests that a grievance as above provided be submitted to arbitration, it shall make such request in writing addressed to the other party of this Agreement and at the same time appoint its nominee to a Board of Arbitration. Within ten (10) days thereafter, the other party shall appoint its nominee and notify the other party. The two nominees so mentioned shall, within ten (10) days of the nomination of the latter of them, attempt to settle by agreement the third person to be a member and Chairman of the Arbitration Board. If they are unable to agree on such a Chairman, they shall then request the Minister of Labour of the Province of Ontario to appoint a Chairman. In the event of default of either party in nominating its representative to the Arbitration Board, the other party shall apply to the Minister of Labour for the Province of Ontario who shall have power to effect such appointment.
- 8.07 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.08 A claim by a nurse that she has been unjustly discharged, shall be treated as a grievance if a written statement of such grievance is lodged at Step No. 3 of the grievance procedure within five (5) days after the nurse ceases to work for the Employer and the first two steps of the grievance procedure will be omitted in any such case. Discharge or discipline grievance may be settled by confirming the action of the Employer in discharging or disciplining a nurse or by reinstating the nurse with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the parties or an Arbitration Board as the case may be.
- 8.09 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement or to substitute any provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.10 Each of the parties thereto will bear the fee and expense of the nominee appointed by it and the parties will equally share the fee and expense, if any, of the Chairman of the Arbitration Board.
- 8.11 The time limits fixed in both the Grievance and the Arbitration procedures may be extended by written mutual consent of the parties to this Agreement.
- 8.12 Days off of the grievor, absenteeism by Act of God, Saturdays, Sundays and paid holidays as set out in Article 15 will not be counted in computing the time within which any action is to be taken or completed.
- 8.13 The Employer and the Union may, by written mutual agreement, substitute for specific grievance or grievances, a named Arbitrator for the Board of Arbitration provided for herein whether or not such Board has been constituted and the Arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration hereunder.

ARTICLE 9 - JOB SECURITY

- 9.01 (a) Full-time nurses shall be on probation for a period of sixty (60) work days of employment. All regular part-time and casual nurses shall be on probation for a period of sixty (60) work days or six (6) months whichever comes first. With the written consent of the Administrator, or his designate, nurse and President of the Bargaining Unit or her designate such probationary period may be extended. If retained after the probationary period, each full-time nurse's seniority will be dated from the date of last hire. Thereafter her seniority shall be adjusted in accordance with the accrual of seniority under this Agreement. Seniority shall be defined as the ranking of nurses in accordance with their continuous length of employment from the date of last hire, including all hours worked as a Graduate Nurse, at Strathmere Lodge.
- (b) Persons employed as part-time nurses at the Lodge shall have their seniority and service with the Lodge calculated on their hours (or tours) worked so that a part-time nurse will have one (1) year equivalent full-time seniority when she has worked fifteen hundred (1500) hours.
- (c) Seniority and service shall be retained by a nurse when she transfers from full-time to part-time and vice versa. The Union and the Nurse(s) affected will be advised of the results of any such conversion within a reasonable period of time.
- (d) A probationary nurse may only be released for just cause based on a fair and proper assessment against reasonable standards of performance and suitability. A probationary nurse shall not be released from employment for exercising her rights under this Collective Agreement.
- 9.02 A seniority list shall be established for all full-time and part-time nurses covered by this Agreement who have completed their probationary period. A copy of the seniority list will be filed with the Union and the Administrator after the execution of the Agreement and thereafter annually as at January 31st of each year.
- 9.03 Seniority rights of a nurse shall be deemed to have terminated if a nurse:
- (a) voluntarily ceases her employment;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) refuses to continue to work or to return to work during an emergency or circumstances beyond the Lodge's control unless a satisfactory reason is given;
- (d) is laid off for a period of more than twenty-four (24) months;
- (e) fails to return to work upon termination of an authorized leave of absence;
- (f) fails to return to work within twenty-one (21) calendar days after being recalled from layoff by notice sent by registered mail unless a satisfactory explanation is given by the nurse;

9.04 It shall be the duty of the nurse to notify the Employer promptly of any change in address. If a nurse fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such a nurse.

9.05 A nurse shall continue to accumulate seniority for the first month of any approved leave of absence. Subsequent to the first month, she shall retain seniority during the leave of absence.

9.06 (a) In cases of promotions, transfers, demotions (other than appointments to positions outside the scope of the bargaining unit) the following factors shall be considered:

- i) skill, ability, experience and qualifications
- ii) seniority.

Where the factors in i) are relatively equal in the opinion of the Employer, seniority shall govern provided the nurses in question have the qualifications to perform the work available. This provision shall not be exercised in an arbitrary manner.

(b) In the event that a reduction of the nurse force is required, the nurses will be laid off in reverse order of seniority. When recalling nurses after layoff, those last to be laid off will be the first to be recalled.

(c) Any layoff or recall that is to be implemented hereunder shall not disturb the relative mix of full time and regular part time nurses where it can be prevented. If the mix must be changed it will be done in collaboration with the Ontario Nurses' Association. Such agreement shall not be unreasonably withheld.

(d) All part-time and full-time nurses who are on layoff will be given job opportunity/opportunities before any new nurse is hired.

(e) No layoff or notice of layoff may take place until twenty-eight (28) calendar days after the Union has been so advised and the manner of implementation has been discussed with the parties concerned. No individual nurse may be laid off until she has received twenty-eight (28) calendar days' notice of layoff or pay in lieu thereof.

(f) Employees who are on layoff may continue to participate in health, dental and life insurance plans, at their request, provided they make arrangements for payment of their portion of premiums, for a period of three months.

An employee who receives notice of layoff and accepts the layoff will receive severance in the amount of one (1) week's pay per year of service with the Employer for ten (10) years of service and two (2) weeks per year of service for all years after ten (10) years to a maximum of thirty-five (35) weeks of pay.

- 9.07
- (a) In the case of all vacancies the Employer will post notice of such vacancies for not less than seven (7) consecutive calendar days on designated Notice Boards. Such posting shall show the area of the vacancy, the requirements of the job, the normal tour schedules, the appropriate salary range and the posting period. A copy of such notice shall be sent to the Union.
 - (b) A nurse interested in the posted position shall apply in writing to the Employer, setting out her qualifications for the job within the time limits of the posting period. The Employer will post promptly the name of the successful applicant.
 - (c) All posted vacancies shall be filled on the basis of Article 9.06 (a).
 - (d) The Employer shall have the right to fill the vacancy on a temporary basis until the posting procedure has been complied with and arrangements have been made to permit the person selected to fill the vacancy to be assigned to the job concerned.
 - (e) An appointment shall be made within thirty (30) days of the end of the posting period unless the Employer has given the Union written notice that it intends to postpone or not fill the vacancy.
 - (f) In this Article, vacancies shall be those of a full-time, part-time, or temporary position such as arises through termination, new programs, extended illnesses, or leaves of absence or transfers.
 - (g) Notwithstanding Article 2.08 where a vacancy cannot be filled by following the posting process as above, the Employer is entitled to have an Agency provide the necessary services. The posting process will be re-initiated every six (6) months until the posting has been filled at which time the services of the Agency will be discontinued. The Employer will keep the Union advised of measures it has taken to fill the vacancies.
- 9.08 Where a temporary vacancy exists, the Employer will fill it per Articles 9.06 and 9.07. If necessary, a temporary vacancy shall be re-posted after a period of one (1) year. After a period of two (2) years, the position shall be posted as a permanent vacancy.
- Where the temporary vacancy is due to a nurse's disability and the nurse is judged by a physician to be able to return to work after the position has been permanently filled, the Employer and ONA will meet to determine a suitable procedure for the nurse's return.
- 9.09 The nurse who is interested in working in a different area of the Lodge may so indicate to the nursing office and she shall be considered when an opening occurs in another area of the Lodge.
- 9.10 New Employees: - Time will be made available to an officer of the Union or Nurse Representative without loss of pay during the nurse's orientation period to meet with each new employee during regular working hours for a period of fifteen (15) minutes.

9.11 Employee Performance Review and Employee Files

- (a) Written evaluations shall be carried out and discussed with each nurse at the end of her probationary period and on every anniversary of employment thereafter. Each nurse shall receive a signed copy of every evaluation.
- (b) When, as a result of a formal review of an employee's performance, the performance of an employee is judged to have been unsatisfactory, the employee concerned must be given an opportunity to review the form in question, to indicate that its contents have been read and explained. She will then document her own comments and sign the form.
- (c) The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at time of filing or within a reasonable period thereafter.
- (d) Upon request by a nurse, she shall have access to her file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein. A copy of any evaluation will be provided to the nurse on request and a request by the nurse for a copy of other documents in her file will not be unreasonably denied.
- (e) Any letter of reprimand, suspension or other sanction, will be removed from the record of a nurse fifteen (15) months following the receipt of such letter, provided the employee has not had any further infractions or letters of reprimand in the fifteen (15) month period.
- (f) Notwithstanding Article 9.11 (e) above, upon review of the file, should the nurse believe that any counseling letter is no longer applicable, she may request that such documentation be removed. Such request shall not be unreasonably denied.
- (g) 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.

9.12 The present ratio of full-time to regular part-time will be maintained for the term of this Collective Agreement. If circumstances require, in collaboration with the Ontario Nurses' Association, the ratio of full-time to part-time may be adjusted to meet changing requirements of the Home.

9.13 Temporary Positions Outside the Bargaining Unit

- (a) An employee may substitute temporarily in a position outside the bargaining unit for up to twelve (12) months from the date of the assignment. Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy. The employee shall have the right to return to her or his bargaining unit position prior to the expiry of the twelve (12) month period by giving the Employer six (6) weeks' notice. Where an employee accepts a temporary position, their bargaining unit seniority will be frozen for the period

of the assignment. When the employee returns to the bargaining unit, all other employee(s) shall revert to their previous positions.

Notwithstanding the above the employee, Employer and Union may agree to extend the twelve (12) month period. Such agreement to extend shall not be unreasonably withheld by the employee, Employer or Union.

- (b) An employee who accepts a transfer under (a) above will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

ARTICLE 10 - LEAVE OF ABSENCE

- 10.01 Written requests for leave of absence without pay will be considered on an individual basis by the Director of Resident Care. Such requests are to be made as far in advance as possible. However, at least one (1) month's notice shall be given except in cases of emergency. 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. Requests for leaves shall not be unduly withheld.
- 10.02 The Employer shall post notices of workshops and seminars which are work related. A Nurse who has received authorization for leaves of absence for attendance at the seminar shall receive her regular wages for the day, provided approval is received from the Administrator of the Lodge.
- 10.03 Leave of absence for Union business shall be given up to a total of thirty (30) days without pay during any calendar year provided adequate notice is given to the Employer and such leave of absence does not interfere with the continuance of efficient operation of the Lodge. Such leave shall not be arbitrarily withheld. It is agreed that not more than two (2) nurses shall be absent on such leave, from scheduled shifts at the same time.
- 10.04 If the leave of absence does not exceed thirty (30) continuous calendar days, the Employer will continue to make contributions towards subsidized employee benefits in which the nurse is participating and the nurse's seniority and service will continue to accumulate. The Employer will continue to pay the premium for benefit plans for nurses who are on paid leave of absence, Workplace Safety Insurance, or Pregnancy/Parental Leave.
- 10.05 If the leave of absence without pay exceeds thirty (30) continuous calendar days, the nurse will no longer accumulate seniority, (anniversary date to be adjusted accordingly) nor will she continue to accumulate vacation entitlement and sick-leave benefits. However, nurses on leave of absence with pay, Workplace Safety Insurance, leave without pay due to disability, Pregnancy Leave or Parental Leave, will continue to accumulate seniority and service. In addition, the nurse will become responsible for full payment of subsidized employee benefits in which she is participating for that portion of the leave of absence which is in excess of thirty (30) calendar days, except as outlined in Article 10.04. For part-time nurses weekly seniority that accumulates under this article shall be based on the average weekly hours the nurse worked over the previous twenty six (26) weeks.

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

A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits. During such leave of absence salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits.

The nurse agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.

In the event that a nurse accepts an appointment for President of the Ontario Nurses' Association it is understood that the benefits package would be negotiated between the parties at the time of the appointment.

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

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 leave of absences as he or she may be required to fulfil the duties of the position. There shall be no loss of seniority or credit for the purposes of salary advancement and vacation entitlement or any other purposes during such leaves of absence. During such leave of absence salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and benefits. Leaves of absence for Board members of the Ontario Nurses' Association will be separate from the Union leave provided in Article 10.03 above.

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

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty-five (35) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in 10.03 above.

10.07 Subject to the approval of the Administrator, Special Leave of Absence may be granted to any nurse for educational purposes or to any nurse who accepts a position with a recognized health organization. e.g. World Health Organization, Registered Nurses' Association of Ontario, Department of Health for Ontario, Department of National Health and Welfare, etc.

10.08 Education Leave

Leave of absence with pay and without loss of seniority will be granted to any employee attending a one or two day instructional course approved by the Employer in advance related to the services being provided at the Home. If such employee completes the course successfully, the registration fees will be paid by the Corporation.

10.09 Care Leave(s) shall be as defined under the Employment Standards Act, 2000. Employees accrue seniority and service while on such leave(s).

10.10 Paid Professional Leave Days

Each nurse shall be entitled to up to one (1) paid professional development day per calendar year. The nurse shall seek prior approval and provide the employer with as much notice as is practicable to ensure that replacement staff are provided.

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

10.11 ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

Notwithstanding the above the Employer may choose to deny a request for leave under this provision if a member in the bargaining unit is off on a leave under 10.06 (a), or (b) or 10.07 at the time of the request.

ARTICLE 11 - JURY AND WITNESS DUTY

11.01 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 at the Home, such 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 Director of Resident Care or her designate 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 Home the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

ARTICLE 12 - LEAVE OF ABSENCE – BEREAVEMENT

12.01 The nurse will be allowed up to five (5) consecutive calendar days off without loss of her basic straight time pay inclusive of the day of the funeral or a memorial service (or equivalent) of a member of her immediate family. Immediate family means: parent, step-parent, brother, step-brother, sister, step-sister, spouse or child, step-child. The employee's fiancée will also be included in this clause.

The nurse will be allowed up to three (3) consecutive calendar days off without loss of her basic straight time pay inclusive of the day of the funeral or a memorial service (or equivalent) of her mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, step-grandparent, grandparent-in-law, grandchild, step-grandchild, sister-in-law or brother-in-law.

“Spouse” for the purposes of bereavement leave will be defined as in the *Family Law Act*. “Spouse” for the purposes of bereavement leave will also include a partner of the same sex.

One (1) day off without loss of her basic straight time pay will be granted to the nurse to attend the funeral of an aunt, uncle, nephew or niece.

ARTICLE 13 - LEAVE OF ABSENCE - PREGNANCY - PARENTAL/ADOPTION LEAVE

13.01 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision:
- (b) The nurse shall give written notification at least six (6) weeks if possible but in any event no less than two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Home at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 9.01 (a) to a maximum of thirty (30) tours (two hundred and twenty-five (225) hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) The Home may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be the equivalent to the difference between eighty four (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance and any other earnings. Such payment shall commence following the completion of the employment insurance waiting period, and receipt by the Home of the nurse's employment insurance cheque stub as proof that she is in receipt of employment insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks.

The nurse's regular weekly earnings shall be determined by multiplying her regular 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 time period used for calculation of the Employment Insurance benefit (currently twenty-six (26) weeks). Normal weekly hours for part time employees shall include the percent (%) in lieu of benefits.

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

13.02

Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under 13.01 is eligible to be granted a parental leave of up to sixty one (61) weeks duration if the nurse took pregnancy leave and sixty three (63) weeks otherwise, in accordance with the Employment Standards Act. A nurse must give an indication of her expected return to work date.
- (c) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home in a permanent position, the nurse shall

be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 9.01 (a) to a maximum of thirty (30) tours (two hundred and twenty-five (225) hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be the equivalent to the difference between eighty four (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance and any other earnings. Should the nurse opt for a longer leave (up to the sixty-one (61) or sixty-three (63) week maximum) the total payable by Strathmere Lodge will remain at the same dollar amount as would have been paid if the nurse had taken the standard thirty-five week leave. Such payment shall commence following the completion of the employment insurance waiting period, and receipt by the Home of the nurse's employment insurance cheque stub as proof that she is in receipt of employment insurance parental benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of twelve (12) weeks.

Effective April 1, 2019, the Employer will pay the equivalent dollar amount as set out above (which is dependent on the length of the nurse's parental leave) for the Employment Insurance waiting period provided the nurse provides the Home with her parental leave employment insurance cheque stub.

The nurse's regular weekly earnings shall be determined by multiplying her regular 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 time period used for calculation of the Employment Insurance benefit (currently twenty-six (26) weeks). Normal weekly hours for part time employees shall include the percent (%) in lieu of benefits.

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

ARTICLE 14 - HOURS OF WORK

- 14.01 (a) The normal hours of work shall be seventy-five (75) hours over a two week period, scheduled by the Employer for all full-time employees.
- (b) The normal daily tour is seven and one-half (7 1/2) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period, and two (2) fifteen (15) minute paid coffee breaks.
- 14.02 Authorized work performed by a nurse in excess of a normal daily tour or in excess of seventy-five (75) hours in a two week period shall be paid for at the rate of time and one-half (1 1/2) the nurse's regular straight time hourly rate of pay for all hours worked or compensating time off at time and one-half (1 1/2) at a mutually agreeable time.
- 14.03 "Regular straight time hourly rate" for full-time nurses means the product of nurse's monthly salary multiplied by twelve (12) and divided by one thousand, nine hundred and fifty (1950).
- "Regular straight time hourly rate" for part-time nurses means the product of the daily rate divided by seven and one-half (7 1/2).
- 14.04 **Scheduling**
- (a) Full-time nurses shall be scheduled off at least one (1) weekend in two (2) or at least two (2) weekends in four (4).
- Regular part-time nurses shall not be scheduled to work more than two (2) weekends in four (4) without their consent and agreement.
- If a nurse is required to work a third 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:
- i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;
 - ii) such nurse has requested weekend work, or
 - iii) such weekend was worked as a result of an exchange with another nurse.
- (b) There shall be no less than sixteen (16) consecutive hours off between tour changes without consent of the nurse. The regular schedule shall provide for a minimum of forty-eight (48) hours time off when the tour of duty is changed following night duty. A sleep day with pay, in addition to the nurse's regular days off, shall be provided to permanent full-time and temporary full-time nurses at any change in schedule from nights to days.
- (c) Schedules will be posted in hard copy and may also be posted electronically no less than two (2) weeks in advance for a four (4) week period. Advance request for specific days off shall be submitted in the manner prescribed by

the Home to the Director of Resident Care at least three (3) weeks in advance of the posting date. Requests for change in posted time schedules must be submitted in the manner prescribed by the Home in writing and co-signed by the nurse willing to exchange days or tour of duty. It is understood that such change in a tour of duty initiated by the nurse and approved by the Employer shall not result in overtime payment to any of the nurses affected by such change.

- (d) No split shifts.
- (e) The nurse will be scheduled off at least four (4) days in any two (2) week period including at least one (1) period of two (2) consecutive days.
- (f) Nurses will not be scheduled to work more than six (6) consecutive days without their consent.
- (g) For the purpose of this Agreement a week-end shall be Saturday and Sunday and shall commence not later than 2300 hours on Friday and shall end not earlier than 0700 hours on Monday.
- (h) A nurse will be scheduled off work for not less than five (5) consecutive days at Christmas or New Year's season. The Eve day may be included in the five (5) days if requested by the nurse.

Nurses may request either Christmas or New Year's off. If too many nurses request one of the holidays off such that the Home will not be properly covered, the nurses who worked the particular holiday the previous year shall be given priority. The process and procedure by which priority will be established shall be mutually agreed by the Union-Lodge Committee by the first week of November each year.

- (i) Scheduling arrangements in lieu of the above may be made upon agreement of an employee and the Employer.
- (j) A nurse who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on evening or night tour without her written consent or request. At least an equal number of weeks on days as on the evening or night tours shall be scheduled in a manner which provides an equal period of day tour between each period of evening or night tour. Management to make every attempt to schedule as requested but reserves the right to make the ultimate or final decision.
- (k) The Employer agrees that the distribution of hours of work among all regular part-time nurses will be as equitable as possible based on the understanding that regular part time nurses will make themselves available for, and be pre-scheduled for two (2) shifts per week. On-call shifts will be distributed as per Article 14.06.

14.05

At the time of posting each work schedule as per Article 14.04 (c), all available shifts will be equitably distributed by seniority among the regular part time employees. If any regular part time employee wishes to make herself available for additional tours:

- (a) She shall submit her availability, in writing, to the Employer for the period of the posted time (indicating dates and shifts).
- (b) If the offer of the available shift will result in premium payment, then the Employer is not obligated to offer the shift to that employee.
- (c) If no regular part-time employee is available for the shift, or the offer of the shift would result in premium payment for any of the regular part time employees who have indicated their availability, then the shift may be offered to the casual employees and then if no one is available to job sharers based on seniority.
- (d) If the offer of the shift would still result in premium payment required to be paid out, then the offer must be made without applications of clauses (b) and (c).

14.06 Any additional shifts shall be offered to the most senior part time employee. Only if the offer and acceptance of such shift, should be at premium rates, or if the most senior employee does not accept the shift, would the employer offer the shift to the next most senior part time employees. If at any time there are additional shifts to be offered, the above process will be followed each time.

14.07 The nurse who has left the Lodge premises and who is called in to work outside her regular scheduled hours shall be paid at a rate of time and one-half (1 1/2) for all hours worked with a minimum of four (4) hours pay at her regular straight time hourly rate provided she has completed her previous scheduled shift and except to the extent that this overtime period overlaps and extends into her regular shift in which case she shall receive overtime pay only for the hours actually worked prior to the commencement of her regular shift.

14.08 It shall be the responsibility of the nurse to consult the posted work schedule. Changes to the posted work schedule required by the Employer shall be brought to the attention of the nurse. Where less than twenty-four (24) hours' notice is given to the nurse personally, of the change to the posted schedule, the nurse will be paid four (4) hours straight time wages, in addition to the pay the nurse would otherwise receive for all hours worked.

14.09 If a nurse works a minimum of four (4) hours in addition to her regular shift, she shall be provided with a meal by the Employer, or if a meal cannot be provided she shall receive a meal allowance of seven dollars and fifty cents (\$7.50).

14.10 Individual Special Circumstance Arrangements

Notwithstanding Article 2.07, the Home and the Union may agree in certain circumstances, to adjust the schedule of an individual full-time nurse who normally works seventy-five (75) hours bi-weekly, to enable an average bi-weekly work assignment of sixty (60) to seventy-five (75) hours.

- (a) Such an arrangement shall be established by mutual agreement of the Home and the Union and the nurse affected. The parties agree that the arrangement applies to an individual, not to a position. The parties will agree to the scheduling provisions that will apply to the nurse including that no additional shifts will be scheduled for nurses working Individual Special Circumstances Arrangements.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Home and the Union. The nurse will retain full-time status, including but not limited to seniority and service.
- (c) Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.
- (d) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

ARTICLE 15 - PAID HOLIDAYS

15.01 The following shall be considered paid holidays:

New Year's Day - January 1	Family Day
Good Friday	Easter Monday
Canada Day - July 1	Victoria Day
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day - November 11
Christmas Day - December 25	Boxing Day - December 26

Any additional day proclaimed by the Federal Government or Provincial Government.

15.02 The following regulations will govern the granting of holidays:

- (a) Nurses who are not required to work on the above holidays shall be given the day off with pay;
- (b) A nurse required to work on any of the foregoing holidays, shall be paid at time and one-half (1 1/2) her regular straight time rate of pay for all hours worked on such holiday, save and except Thanksgiving Day, Christmas Day or New Year's Day for which the nurse will be compensated at the rate of double time payment. In addition, if she qualifies under the provisions of Article 15.02 (d) she will receive a lieu day off at her regular straight time rate of pay, such day to be granted within sixty (60) days of the date on which the holiday was observed, to be taken on a day to be arranged between the nurse and the Employer. Part-time nurses required to work on any of the foregoing holidays, except Thanksgiving Day, Christmas Day or New Year's Day will be compensated at the rate of two and one-half (2 1/2) times their regular rate of pay. Thanksgiving Day, Christmas Day and New Year's Day will be compensated at the rate of triple time.

- (c) Holiday pay will be computed on the basis of the number of hours the nurse would otherwise work had there been no holiday, at her regular straight time rate of pay.
- (d) In order to qualify for each holiday the nurse must have worked her full scheduled tour immediately preceding and following the statutory holiday unless absent for reasons satisfactory to the Employer. Explanation, in writing, for the absent scheduled shift must be received by the Employer upon return to work or by the end of the pay period in which the statutory holiday occurred.
- (e) If a holiday falls during a nurse's scheduled vacation period or on a scheduled day off, an additional day off with pay shall be scheduled by the Employer at a mutually acceptable time.

15.03 Full time nurses may be allowed to accumulate the first five (5) Paid Holidays in a calendar year. Such permission shall not be unreasonably withheld. Full time nurses must advise the Administrator by January 15th in the year of their request to accumulate such Paid Holidays. The Administrator may waive the January 15th date at his/her discretion if circumstances are such that the nurse could not make such request by January 15th.

ARTICLE 16 – VACATION

16.01 For the purposes of computing full-time vacation entitlement, the date of January 1st shall be used. January 1st shall be considered the service date for purposes of vacation for all full-time nurses. Full-time nurses shall have access to their full annual vacation entitlement as outlined below effective January 1st.

- (a) Nurses who have been hired prior to January 1st, shall be entitled to a vacation of one point twenty-five (1.25) days for each completed month of service not to exceed fifteen (15) working days and she shall receive as vacation pay six percent (6%) of the gross earnings received by her during the period of her employment. Vacation may not be taken during probationary period.
- (b) As of a nurse's first (1st) January 1st, nurses shall receive an annual vacation of three (3) weeks with pay at their regular rate.
- (c) As of a nurse's third (3rd) January 1st, nurses shall receive an annual vacation of four (4) weeks with pay at their regular rate.
- (d) As of a nurse's twelfth (12th) January 1st, nurses shall receive an annual vacation of five (5) weeks with pay at their regular rate.
- (e) As of a nurse's twentieth (20th) January 1st, nurses shall receive an annual vacation of five (5) weeks with pay at their regular rate with one (1) additional vacation day with pay at their regular rate of pay.

- (f) As of a nurse's twenty-first (21st) January 1st, nurses shall receive an annual vacation of five (5) weeks with pay at their regular rate with two (2) additional vacation days with pay at their regular rate of pay.
- (g) As of a nurse's twenty-second (22nd) January 1st, nurses shall receive an annual vacation of six (6) weeks with pay at their regular rate.
- (h) As of a nurse's twenty-sixth (26th) January 1st, nurses shall receive an annual vacation of seven (7) weeks with pay at their regular rate.

16.02 A full-time nurse who leaves the employee of the home shall be entitled to the pro-rated amount of vacation and pay earned to the point of cessation of employment. In the event a full-time nurse owes the Employer vacation pay the nurse and the Employer shall meet to determine a repayment plan.

16.03 (a) All part-time nurses shall receive an annual vacation leave without pay as follows:

Less than 1500 hours worked (1.25) days per month

After 1500 hours worked but with less than 4500 hours 3 weeks

After 4500 hours worked but with less than 18,000 hours 4 weeks

After 18,000 hours worked but with less than 33,000 hours 5 weeks

After 33,000 hours worked but with Less than 39,000 hours 6 weeks

As of January 1, 2015
After 39,000 hours worked 7 weeks

(b) All part-time nurses shall receive vacation pay as a percentage of gross earnings as follows:

Prior to completing 4500 hours 6%

After 4500 hours worked but with less than 18,000 hours 8%

After 18,000 hours worked but with less than 33,000 hours 10%

After 33,000 hours worked but with Less than 39,000 hours 12%

As of January 1st, 2015
After 39,000 hours worked 14%

Part-time Nurses will receive vacation pay on a separate cheque/deposit prior to February 1st of each year.

Notwithstanding the above on written request to the Administrator, at least two (2) weeks prior to the starting date of a part-time nurse's vacation period, vacation pay shall be paid with the nurses regular pay on the pay-day prior to the start of the said vacation.

16.04 A part-time nurse who leaves the employ of the Lodge for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her date of separation.

16.05 Scheduling

Vacation schedules shall be posted by May 1st annually. This shall not prevent nurses from arranging vacations otherwise on an individual basis. Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation. Where two (2) or more nurses request the same period of vacation and the Lodge is unable to allow for the number of employees being off at the same time, then seniority shall be the deciding factor.

16.06 A nurse who becomes ill or is injured while on vacation, and if such injury or illness is so severe that admittance to hospital is necessary, then that nurse shall have the right to terminate vacation for the period of hospitalization. The unused portion of the vacation entitlement may then be rescheduled at a mutually agreeable time at a later date.

It is further understood that in the event that the nurse is discharged from hospital prior to the expiry of the scheduled vacation period, vacation will be resumed, unless the nurse is so ill or disabled that a period of recovery (recuperation) is medically prescribed by a physician. In the latter event the nurse would so advise the Employer and return to work when sufficiently recovered.

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.

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.

ARTICLE 17 – BENEFITS

- 17.01
- (a) The Employer will pay one hundred percent (100%) of the monthly premium of Semi-Private Coverage for Hospitalization.
 - (b) The Employer will pay one hundred percent (100%) of the cost of the premium for Group Life Insurance for two (2) times earnings.
 - (c) The Lodge agrees to contribute on behalf of each eligible nurse in the Lodge effective the first of the month following employment one hundred percent (100%) of the billed premium under the Standard Extended Health Care

Benefits with no deductible which will include Physiotherapy and Massage Therapy and chiropractic coverage up to thirty dollars (\$30) per visit. Vision coverage will be four hundred and fifty dollars (\$450) every twenty-four (24) months, which may be applied to corrective laser surgery, the Employer will also cover the cost of eye exams once every twenty-four (24) months up to a capped maximum amount of one hundred (\$100.00) dollars. Effective sixty days following date of ratification or issuing of award: Coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) for a total of \$800 annually. A cap of nine dollars (\$9.00) will be initiated on dispensing fees. Hearing Aids (unlimited).

- (d)
 - i) Eligible nurses in the Bargaining Unit shall be entitled to participate in the Group Dental Plan, or its equivalent, (London Life Dental Plan "A" with no deductible based on the one year previous ODA fee schedule as the schedule is amended during the life of this Agreement, and with a nine (9) month recall provision for employees or dependents over eighteen (18) years of age) subject to the terms and conditions of the Plan.
 - ii) The Employer shall contribute ninety percent (90%) of the billed premium towards coverage of the eligible participating nurses under the Plan and such nurses shall pay their remaining premium through payroll deductions.
 - iii) Major restorative dental coverage (Crowns, Bridgework, Dentures, Implants) with 50/50 co-insurance to a two thousand dollars (\$2,000.00) maximum per year.
 - iv) Orthodontics for dependent children (as defined by the Carrier) for a life time maximum of two thousand dollars (\$2,000.00) per insured and with 50/50 co-insurance.
- (e) Article 17 applies only to full-time nurses.
- (f) The Employer will allow employees currently enrolled in Group Life Insurance, Health and Dental benefits, semi-private, extended health care to continue these benefits, as amended from time to time, up to the age of sixty-five (65) if they retire under an OMERS plan. An employee who has worked for at least twenty-five years at Strathmere Lodge will pay fifty percent (50%) of the premium quarterly, in advance, to Strathmere Lodge. An employee who has worked between fifteen and twenty-five years is required to pay seventy-five percent (75%) of the premium. An employee working less than fifteen years will be required to pay one hundred (100%) of the premium.
- (g) Semi-private hospital insurance, extended health care benefits and dental coverage will be extended to active full time nurses from the age of sixty-five (65) and up, on the same cost share basis as applies to those nurses under the age of sixty-five (65).

17.02

Nurses who are on lay-off may up to a maximum of six (6) months continue to participate in benefit plans at their request and subject to the conditions of the carrier provided they make arrangements for payment.

17.03 The Employer will continue to pay premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 13.01 and for a period of up to sixty one (61) weeks or otherwise sixty three (63) weeks while a nurse is on parental leave under Article 13.02 provided the employees continue to pay his/her share of the premiums (if any).

17.04 OMERS

For all nurses who participate in the Ontario Municipal Employees Retirement System as set out in the OMERS Act and this Agreement, the Employer agrees to match all contributions by each nurse in accordance with the requirements of the Plan.

ARTICLE 18 - SICK LEAVE

18.01 Pay for sick leave is for the sole and only purpose of protecting the full time nurse against loss of regular income when she is legitimately ill and unable to work.

- (a) Nurses shall continue to accumulate one and one-half (1 1/2) days sick leave per month, with no maximum, such sick leave to be used for sick leave purposes only with no lump sum sick leave payment on termination of employment.
- (b) The Director of Resident Care may require a nurse to submit a Doctor's Certificate for a period of absence of more than three (3) days. If such request is made and there is a cost for production of the note, then the Employer agrees to pay the cost of complying with this requirement.
- (c) No sick leave accumulation shall be credited to an employee in any month who is absent from duty in that month on leave of absence without pay in excess of thirty (30) continuous calendar days.
- (d) A nurse shall not be granted any sick leave credits until she has completed three (3) months continuous employment with the Employer, however, on the completion of three (3) months service, she shall be credited with four and one-half (4 1/2) days sick leave. No sick leave benefits will be paid during her probationary period.
- (e) Payment for sick leave shall be made at the prevailing rate in effect during the absence of the nurse.
- (f) Nurses will be given a statement advising of the number of days in his or her sick leave bank, referred to in Article 18.01 (a). All full-time nurses shall be provided with an annual statement of the sick leave accumulated to their credit. The statement shall be given to the employee on or before April 30th of each year.
- (g) Where a nurse is absent by reason of incapacity on account of an accident occurring while on duty and an award is made by the Workplace Safety Insurance Board, such nurse shall be entitled to receive the difference between her salary or other remuneration and the amount of such award to the extent of her accumulated sick leave credits.

- (h) If a nurse is sick and unable to come on shift by reason thereof, the nurse shall be required to give four (4) hours' notice of her inability to be on any shift commencing after 12:30 p.m. and before 4:30 p.m., and any shift commencing after 10:30 p.m. and before 12:30 a.m., and in respect of any other shift, at least two (2) hour's notice shall be given. In the event of an emergency required notice will be waived.

18.02 The Employer agrees to pay one hundred percent (100%) of a long term disability plan which includes the following:

- 66-2/3% of monthly earnings to a maximum benefit of \$6,000.00 per month
- benefit is integrated with CPP and Workplace Safety Insurance
- benefit commences after seventeen (17) weeks and will continue until age 65 or until an employee is back to work, or death. (For detailed description of the plan refer to Group Insurance Benefits contract published by the carrier)

ARTICLE 19 – SALARIES

19.01 Salary schedules (not including overtime) for full-time and part-time nurses are as set out in Schedule "A" and Schedule "B", which is part of this Agreement.

19.02 All changes in salary, whether the result of a promotion, demotion, filing with the Lodge proof of registration, or attainment of a service anniversary, shall become effective on the day that they occur.

19.03 Starting salaries shall include recognition of experience in recent related clinical experience in nursing service at the rate of one (1) increment for each year of service to a maximum of the salary scale, provided that:

- (a) Such service is verified to the satisfaction of the Employer and
- (b) A period of not more than three (3) years has elapsed since the nurse has occupied a nursing position. If a period of more than three (3) years has elapsed, her clinical experience shall be evaluated during her probationary period and the appropriate increment given.

19.04 Responsibility Allowance

A responsibility allowance of one dollar and ninety cents (\$1.90) per hour will be granted to any registered nurse who assumes certain responsibilities if the Director of Resident Care and the Nursing Coordinator, is absent during the tour.

Effective January 24, 2017, a responsibility allowance of two dollars (\$2.00) per hour will be granted to any registered nurse who assumes certain responsibilities if the Director of Resident Care and the Nursing Coordinator, is absent during the tour.

A responsibility allowance of one dollar and sixty-five cents (\$1.65) per hour will be paid to the nurse in charge on all shifts other than the day shift, Monday through

Friday inclusive. Notwithstanding this language, the same responsibility allowance will be paid for all shifts on a paid holiday.

Effective January 24, 2017, a responsibility allowance of one dollar and seventy-five cents (\$1.75) per hour will be paid to the nurse in charge on all shifts other than the day shift, Monday through Friday inclusive. Notwithstanding this language, the same responsibility allowance will be paid for all shifts on a Paid Holiday.

19.05 Weekend Premium

A nurse shall be paid two dollars and eighty cents (\$2.80) per hour for all hours worked between 2300 hours Friday and 2300 hours Sunday. If a nurse is receiving premium pay under Article 14.04 with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

19.06 Shift Premium

A nurse shall be paid a premium of:

Evening Premium

Two dollar and twenty-five cents (\$2.25) per hour for hours worked between the hours of fifteen hundred (1500) and twenty-three hundred (2300) hours.

Night Premium

Two dollars and sixty-five cents (\$2.65) per hour worked between the hours of twenty-three hundred (2300) and seven hundred (0700) hours.

ARTICLE 20 - MEALS AT STRATHMERE LODGE

20.01 The Employer will provide meals at a cost of five dollars (\$5.00) per meal.

ARTICLE 21 – GENERAL

21.01 The Employer will provide bulletin board space for the purpose of posting notices regarding meetings and other matters restricted to Union matters. All such notices must be signed by a member of the Union executive.

21.02 A uniform allowance of one hundred and thirty dollars (\$130.00) per year will be given to each full-time nurse and sixty-five dollars (\$65.00) per year to each part-time nurse. Such allowance to be paid by April 1st of any year.

- 21.03
- (a) All seniority, vacation and sick leave credits shall be transferred with the nurse if she transfers from full-time to part-time or vice-versa.
 - (b) A part-time nurse whose status is altered to full-time will assume her same level on the full-time salary grid.
 - (c) A full-time nurse whose status is altered to part-time will assume her same level on the part-time salary grid.

- 21.04 The Employer shall provide copies of this Agreement to all nurses covered by the Collective Agreement and to all newly employed nurses. The cost of printing the Collective Agreement shall be shared equally by the Union and the Employer.
- 21.05 Registered nurses will be paid by direct deposit. They shall also receive a statement of earnings and deductions.
- 21.06 If, during the course of the term of this collective Agreement, the Employer ceases administration and management of the Strathmere Lodge, then the Employer will agree to be bound by the Labour Relations Act.

ARTICLE 22 - ORIENTATION

- 22.01 A newly hired nurse will not be assigned as nurse in charge until she has been oriented to the Home and to the nursing unit of which she is to be in charge.
- 22.02 The following minimums shall be observed in the orientation/familiarization of a newly hired nurse:
- (a) The nurse is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home.
 - (b) The period of orientation/familiarization shall be for a minimum of five (5) days or such greater period that the Employer deems necessary.
 - (c) The nurse shall be an additional employee to the usual staffing pattern.
 - (d) The nurse will confirm that it has been completed, and this will be noted on the newly hired nurses' personnel file, which will be reviewed with such nurse, and the nurse shall also be able to comment.

ARTICLE 23- PROFESSIONAL RESPONSIBILITY

- 23.01 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 an amount of work which prevents her or them from fulfilling her professional responsibilities, she or they shall:
- (a)
 - i) Complain in writing to the Union Lodge Committee within (5) calendar days of the alleged improper assignment. The Chairperson of the Union Lodge Committee shall convene a meeting of the Union Lodge Committee within ten (10) days of the filing of the complaint. The Union Lodge Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Union Lodge 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 Corporation, and one (1) chosen from a panel of two (2) independent Registered Nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent Registered Nurses shall act as Chairperson.

- iii) The Assessment Committee shall 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 what decisions it finds appropriate in the circumstances. The Assessment Committee shall report its decisions in writing to the parties within fourteen (14) calendar days following completion of its hearing.
- (b) i) The parties shall select a panel of two (2) independent registered nurses who are well respected within the profession. The members of the panel shall sit on a rotation agreed upon by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties. The names of those registered nurses selected by the parties as independent panel members are listed and attached to the Collective Agreement.
- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.
- (c) Any complaint lodged under this provision shall be on the current Professional Responsibility Complaint Workload form as provided by ONA.

ARTICLE 24 – DURATION

24.01 This agreement shall be in effect from April 1, 2018 and shall remain in effect until March 31, 2020.

24.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration of this Agreement or to any anniversary of such expiration date.

24.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days after the giving of such notice if requested to do so.

24.04 Retroactivity

Any employees as of April 1, 2018 who have since ceased to be employees shall have a period of sixty (60) days only from the execution of the Collective Agreement in which to claim from the Employer any adjustments to their remuneration payable. Any new employees hired since that date shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. The Employer shall be responsible to contact in writing at their last known address any employee who has since left its employ, and to advise them of their entitlement to any retroactive adjustment within fifteen (15) days of the ratification of this Collective Agreement.

Employees will receive retroactive pay on a separate, itemized cheque/deposit no later than forty-five (45) days following ratification by both parties.

Dated at Strathroy Ontario, this 26 day of July, 2019.

FOR THE EMPLOYER

FOR THE UNION

Kurtis Smith
Warden Middlesex County

Lisa Knight
Labour Relations Officer

Kathy Bunting, Count Clerk

Angela Butler, BUP

Brent Kerwin, Administrator

Kelly Timm

Crystal Brooks, DOC

B. Johnstone

SCHEDULE "A"
SALARY SCHEDULES

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

Nursing Coordinator Rates		
Step	April 1, 2018	April 1, 2019
Start	\$34.94	\$35.56
1 Year	\$35.11	\$35.73
2 Years	\$35.69	\$36.32
3 Years	\$37.45	\$38.11
4 Years	\$39.22	\$39.91
5 Years	\$41.43	\$42.16
6 Years	\$43.66	\$44.43
7 Years	\$45.89	\$46.69
8 Years	\$49.16	\$50.02
25 Years	\$50.03	\$50.90

Note 1: The rate for the Nursing Coordinator classification is calculated by adding 7% to the Full Time Registered Nurse hourly rate.

Part Time Registered Nurse + 13% in lieu		
Step	April 1, 2018	April 1, 2019
Start	\$36.91	\$37.55
1 Year	\$37.08	\$37.73
2 Years	\$37.70	\$38.35
3 Years	\$39.55	\$40.25
4 Years	\$41.43	\$42.15
5 Years	\$43.75	\$44.52
6 Years	\$46.10	\$46.92
7 Years	\$48.47	\$49.31
8 Years	\$51.91	\$52.83
25 Years	\$52.84	\$53.75

Note 1: Salary Schedule B to be established for part-time nurses hired after December 20, 2011 who elect to participate in OMERS.

Note 2: Part-time nurses will be advanced from her or his present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit (1500 hours worked).

Note 3: The above hourly rates include thirteen (13) percent in lieu of all fringe benefits paid to full-time nurses, save and except, vacation pay, holiday pay, tour differential, responsibility allowance, court attendance, bereavement pay, reporting pay and educational allowance. Notwithstanding the foregoing, all part-time nurses hired after December 20, 2011 who elect to participate in OMERS Pension Plan shall receive a percentage in lieu of benefits of nine percent 9%.

It is understood and agreed that the part-time nurse's hourly rate in this Agreement does include the additional 9% (for part-time nurses hired after December 20, 2011) or 13% as applicable. Payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

Graduate Nurse		
Step	April 1, 2018	April 1, 2019
Start	\$31.35	\$31.90
1 Year	\$31.50	\$32.06

SCHEDULE "B"
SALARY SCHEDULES

Part Time Registered Nurse Rates hired after December 20, 2011

Effective December 20, 2011 of this agreement this rate is for Part Time Nurses hired who elect to participate in OMERS.

Part Time Registered Nurse + 9% in lieu		
Step	April 1, 2018	April 1, 2019
Start	\$35.60	\$36.22
1 Year	\$35.76	\$36.40
2 Years	\$36.36	\$36.99
3 Years	\$38.15	\$38.83
4 Years	\$39.96	\$40.66
5 Years	\$42.20	\$42.95
6 Years	\$44.47	\$45.26
7 Years	\$46.75	\$47.57
8 Years	\$50.07	\$50.96
25 Years	\$50.97	\$51.85

LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE COUNTY OF MIDDLESEX
(Strathmere Lodge)
(the "Employer")**

AND

**ONTARIO NURSES' ASSOCIATION
(the "Union")**

Re: Minimum Staffing Requirements

- (a) The Employer will assign at least three hundred and ninety (390) total bargaining unit RN hours weekly.
- (b) The Employer will consider a College of Nurses of Ontario practice setting consultation or some other process of patient care or practice review. In the event that the Home exercises its discretion to make a request, the Home shall pay the costs, share any reports with ONA, and consult with the Local ONA President with respect to the appointment of one (1) RN representative on the focus group.
- (c) The Employer shall ensure that a representative of its nursing management and an ONA representative attend together one (1) of the sessions put on by the College of Nurses of Ontario in Ontario on the new RN/RPN guidelines.

Dated at Strathroy Ontario, this 26 day of July, 2019.

FOR THE EMPLOYER

FOR THE UNION

Kurtis Smith
Warden Middlesex County

Lisa Knight
Labour Relations Officer

Kathy Bunting, Count Clerk

Angela Butler, BUP

Brent Kerwin, Administrator

Kelly Timm

Crystal Brooks, DOC

B. Johnstone

LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE COUNTY OF MIDDLESEX
(Strathmere Lodge)
(the "Employer")**

AND

**ONTARIO NURSES' ASSOCIATION
(the "Union")**

Re: Review and update of Policies and Procedures

The Employer agrees to provide, review and update as required, policies and/or procedures in the areas of:

- 1. Violence prevention;
- 2. Needlestick/sharps safety;
- 3. Musculoskeletal injury prevention and control;
- 4. Personal protective equipment and devices;
- 5. Return to work
- 6. Whistle Blower Protection

Dated at Strathroy Ontario, this 26 day of July, 2019.

FOR THE EMPLOYER

FOR THE UNION

Kurtis Smith
Warden Middlesex County

Lisa Knight
Labour Relations Officer

Kathy Bunting, Count Clerk

Angela Butler, BUP

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Kelly Timm

Crystal Brooks, DOC

B. Johnstone

LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE COUNTY OF MIDDLESEX
(Strathmere Lodge)
(the “Employer”)**

AND

**ONTARIO NURSES’ ASSOCIATION
(the “Union”)**

Re: Job Sharing

The parties mutually agree to implement job sharing based on the following:

1. Job Sharing requests with regard to full-time positions shall be considered on an individual basis. There shall be an initial limit to one (1) full time position being shared in a job sharing relationship.
2. Total hours worked by the job sharers shall equal one (1) full-time position. The initial schedule shall be determined by the Director of Resident Care. The division of these hours shall be determined by agreement between the two (2) nurses and the Director of Resident Care or designate.
3. The above schedules shall conform to the scheduling provisions of the full-time nurses. In all other respects job sharers shall be considered regular part-time.
4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
5. 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.
6. Job sharers are not responsible for arranging coverage for their position during an absence.
7. Where a job sharer is going to be absent, other part-time nurses shall be offered the additional tours.
8. Job sharers will be offered additional shifts as per Article 14 of the collective agreement.

9. Implementation

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.

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

11. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful internal applicant for the posted shared position, the remaining nurse will revert to her former status. If the remaining nurse was previously part time, then the shared position would revert to a full-time position and be posted in accordance with the Collective Agreement.

12. There shall be a trial period of such arrangements for a period of nine (9) months. There shall be a review these arrangements at three (3) months, six (6) months and a full review at the end of the trial period of nine (9) months.

13. Discontinuation

Either party may discontinue the job sharing arrangement, in writing, with sixty (60) calendar 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 Strathroy Ontario, this 26 day of July, 2019.

FOR THE EMPLOYER

Kurtis Smith
Warden Middlesex County

Kathy Bunting, Count Clerk

Brent Kerwin, Administrator

Crystal Brooks, DOC

FOR THE UNION

Lisa Knight
Labour Relations Officer

Angela Butler, BUP

Kelly Timm

B. Johnstone

APPENDIX "A"

ASSESSMENT COMMITTEE CHAIRPERSONS

Ms. Carol Lynn Anderson
16151 Old Simcoe Rd.
PORT PERRY ON L9L 1P2
Tel: (905) 982-1366
Email: carola@bell.net

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