

**COLLECTIVE AGREEMENT**

Between:

**THE CORPORATION OF HALDIMAND COUNTY**  
(Grandview Lodge)

(hereinafter called the “Employer”)

And:

**ONTARIO NURSES’ ASSOCIATION**

(hereinafter called the “Union”)

Expiry Date: March 31, 2023

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to set out the matters which have been agreed to between the Parties covering wages, hours of work and other conditions of employment of the Nurses covered by this Agreement, and to set out an orderly procedure for the resolution of disputes which may arise during the term of this Agreement.
- 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 the residents at Grandview Lodge. Appropriate committees have been created to work towards this objective.
- 1.03 The Employer shall not propose and/or enter into any agreement with an Employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent of all Registered Nurses and Temporary Class Nurses holding a temporary certificate of registration employed in a nursing capacity by The Corporation of Haldimand County at Grandview Lodge, Dunnville, Ontario, save and except the Assistant Director of Nursing, persons above the rank of Assistant Director of Nursing, and non-nursing department heads.
- 2.02 Definition of Full-Time Registered Nurse
- Full-time Registered Nurses are those who are regularly scheduled for more than twenty-four (24) hours per week.
- 2.03 Definition of Part-Time Registered Nurses
- Part-time Registered Nurses are those who are regularly scheduled for not more than twenty-four (24) hours per week.
- 2.04 Definition of Casual Registered Nurse
- A Casual Nurse is a Registered Nurse who does not work a regular schedule or does so only for a specified period. All Collective Agreement provisions governing Part-time Employees shall apply to Casual Nurses unless otherwise specifically stated in the Collective Agreement.
- 2.05 Staffing shall be maintained at a minimum of one (1) RN per 24/7 coverage as per current Ministry guidelines. Should Ministry guidelines change, the Parties will meet to discuss the impact on Haldimand County (Grandview Lodge).

## **ARTICLE 3 - DEFINITIONS**

- 3.01 A Registered Nurse is a Nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and the

*Nursing Act*, as amended.

- 3.02 A Temporary Class Nurse is defined as a Nurse holding a temporary certificate of registration who is a graduate of a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed at the earliest opportunity following date of hire. Where a Nurse fails to complete such certification requirements, the Nurse will be terminated from the employ of the Home. The Nurse shall not be terminated before twenty-four (24) months in the event that the Nurse fails the examination and has another opportunity to write it.
- 3.03 A Temporary Class Nurse in the employ of the Home, upon presenting proof of current certification by the College of Nurses of Ontario shall be given the salary of the Registered Staff Nurse as provided in Schedule "A" retroactive to the date of successfully passing the certification examination or to the date of last hire whichever is later.

#### **ARTICLE 4 - RELATIONSHIP**

- 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 their membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising their rights under the Collective Agreement.
- 4.02 It is agreed that there will be no discrimination by either Party or by any of the Nurses covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, family status, age, disability, religious affiliation or any other factor which is not pertinent to the employment relationship, in accordance with the Ontario *Human Rights Code*, as amended.
- 4.03 Accommodation of Disabled Workers

The following shall apply for compensable and non-compensable injuries and/or disabilities:

- (a) The Employer agrees to abide by the Workplace Safety & Insurance Board and the *Human Rights Code* of Ontario including the re-instatement provisions.
- (b) i) The Employer agrees to supply to the Employee a copy of the Workplace Safety & Insurance Board's Form 7. The Employee shall be given an opportunity to meet with the Employer to discuss and amend, if necessary, any errors or omissions found on the Form 7.
- ii) The Employer agrees to notify the Union of the names of all Nurses off due to work related injury (whether or not the Nurses are in receipt of Workers' Safety & Insurance) each month.
- (c) The Employer and the Union recognize that from time to time individual workers may have special needs that require special modification of work and/or physical accommodation within the workplace. The Employer and the Union will thereby

endeavour to find co-operative solutions to workplace and/or contractual barriers to workers with special needs.

- (d) The Parties agree to establish a Re-instatement Committee comprised of representatives of the Union and the Employer to review the needs of injured/disabled workers seeking accommodation within the modification of work, and the Collective Agreement and to recommend to the Employer methods for overcoming physical/contractual barriers to the re-instatement of workers. The Employer and the Union agree that all jobs listed in Schedule "A" of the Collective Agreement or any subsequent jobs that may be subsequently added to that list, may, with the recommendation of the Committee, and with the agreement of both Parties, be offered directly to qualified Employees who are unable to return to their regular jobs due to permanent injury/disability.

The Parties recognize and accept their joint duty to accommodate Employees in accordance with the provisions of the Ontario *Human Rights Code* and the *Workplace Safety and Insurance Act*.

- (e) The Employer shall advise the Union when it receives notice from Workplace Safety & Insurance Board of a workers' ability to return to either regular duties, comparable work or suitable work, the Union will be advised of Haldimand County Job Postings and will keep workers, with Section 54 rights, informed of such postings.

4.04 The Parties recognize their duties under the *Human Rights Code* of Ontario and agree to interpret this Collective Agreement to reflect such.

4.05 Whistle Blowing Protection

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

## **ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 General List of Rights

The Union acknowledges that the Employer has the exclusive right to manage its affairs and operations and, without limiting the generality of the foregoing, the right to:

- (a) maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the Nurses;
- (b) hire, retire, classify, direct, transfer, promote, demote, assign Nurses to tasks, lay-off, discipline, suspend or discharge Nurses, providing only that a claim of unfair transfer, demotion, discipline or suspension or a claim that a Nurse has been discharged or retired without a reasonable cause, may be subject of a grievance to be dealt with as herein provided;

- (c) generally, to manage the affairs in which it is engaged and without restricting the generality of the foregoing, to retain all residual rights of management, to determine the number of locations in which it operates, the methods of operation, the services to be performed, the schedules of work, the kinds and locations of equipment to be used, and the right to introduce new methods of work or processing work;
- (d) the Employer agrees that it will exercise its right in fair and reasonable manner in accordance with the terms and conditions of this Agreement.

#### 5.02 Rules and Regulation

The Employer has the right to make rules and regulations that are reasonable provided they are not inconsistent with this Agreement. Should the Employer alter rules and regulations to be observed by the Nurses, it shall advise the Union, in writing, prior to such rules and regulations taking effect, so that the Union may make representation.

- 5.03 The Employer has the right to operate the Home in a manner consistent with the obligation of the Home to the general public in the community served.

### **ARTICLE 6 - NO STRIKE, NO LOCKOUT**

- 6.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario *Labour Relations Act*, as amended.

### **ARTICLE 7 - ASSOCIATION SECURITY**

- 7.01 The Employer will deduct from each Nurse covered by this Agreement, provided the Nurse worked that month, an amount equal to the regular monthly Union dues designated by the Union.
- 7.02 Such dues shall be deducted monthly and in the case of newly employed Nurses, such deductions shall commence in the month following their date of hire.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Local 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 in the Dues Notification Letter. In the case of any changes to local dues levies, notification will be made by the local treasurer and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims of liabilities arising or resulting from the operation of this Article.
- 7.05 The amounts so deducted shall be remitted monthly to the Vice President, Local Finance of the Union, 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, electronically, a list of

Nurses from whom deductions were made, including Employee information, acceptable to the parties, on a template provided by the Union.

- 7.06 The Employer agrees that an officer of the Union or Nurse representative shall be allowed a fifteen (15) minute period during regular working hours to interview newly hired Nurses during their probationary period. During such interview, membership forms may be provided to the Nurse. These interviews shall be scheduled in advance.
- 7.07 The Employer will provide each Nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.

## **ARTICLE 8 - COMMITTEES**

### 8.01 Negotiating Committee

The Employer agrees to recognize a negotiating committee comprised of two (2) Nurses for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the negotiating committee for time spent in negotiations with the Employer up to but not including Arbitration.

### 8.02 Grievance Committee

The Employer will recognize a grievance committee of no more than two (2) Nurses from the Home covered by this Agreement for the purpose of dealing with grievances as set out in Article 10 - Complaints and Grievances.

### 8.03 Authority for Time Off

It is agreed that Nurse representatives and members of the grievance committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from the Director of Nursing, or designate. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a Nurse representative or a member of the grievance committee is required to enter a nursing unit within the Home in which the Nurse is not ordinarily employed the Nurse shall, immediately upon entering such nursing unit, report their presence to the Supervisor or Nurse in charge, as the case may be. When resuming their regular duties and responsibilities such representatives shall again report to the Director of Nursing, or designate. The Employer agrees to pay for all time spent during their regular hours by such representatives hereunder.

### 8.04 Union Staff Representative

A Union Staff Representative may be present with the Union Committee at any meeting between the Employer and any Union Committee.

### 8.05 Union Representative Request in Work Hours

A Union Representative, upon prior request to the Administrator, Grandview Lodge, or designate, may be granted permission prior to speaking with a member of any Union Committee for a reasonable time provided such request does not seriously hamper the



administration of the Nursing Program. Such permission shall not be withheld unreasonably.

#### 8.06 Notification and Recognition of Committee Members

The Union will provide the Employer with a current list of Union Officers and Committee Members. The Employer will not be required to recognize such Union Officials until it has been advised of such appointment.

#### 8.07 Payment of Lost Wages

The Employer will pay committee members their respective salaries for all time spent in meetings with the Employer excluding Arbitration hearings.

#### 8.08 Labour-Management Committee

- (a) There shall be a Labour-Management Committee comprised of representatives of the Home, one (1) of whom shall be the Director of Nursing or their designate and of the Union, one (1) of whom shall be the Bargaining Unit President or their designate and one (1) other Nurse from the Local. The membership of the Committee may be expanded by mutual Agreement.
- (b) The Committee shall meet five (5) times per year unless otherwise agreed. The duties of chairperson shall alternate between the Parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
  - i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of nursing care;
  - ii) dealing with complaints referred to it in accordance with the provisions of Article 9 - Professional Responsibility;
  - iii) discussing and reviewing matters relating to orientation and in-service programmes.
- (d) The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.

The Employer will endeavour to schedule Labour/Management Meetings when the majority of the local Union Executive are scheduled to work.

#### 8.09 Occupational Health and Safety/Joint Health & Safety Committee

The Parties agree that a safe workplace, free of violence and harassment, is of utmost importance and agree to promote health and safety and wellness throughout the Home.

The Employer shall provide orientation and training in health and safety to Employees on an ongoing basis, and Employees shall attend required training sessions. Accordingly, the parties fully endorse the responsibilities of the Employer, Employee and Union under the *Occupational Health and Safety Act (OHSA)* and regulations, as amended, made under the *OHSA* for health care and residential facilities.

- (a) The Employer and the Union recognize that only through collective efforts and co-operation can an effective Health and Safety program be realized. Such program will recognize the Nurses' right to standards of health and safety in the workplace.
- (b) It is the responsibility of the Employer to ensure processes are in place which will enable free and open exchanges of ideas and information on Health and Safety. Accordingly, the Employer agrees to maintain policy and procedures, in consultation with the Joint Health and Safety Committee, to consider appropriate measures to address health and safety issues, such as, but not limited to:
  - Violence in the Workplace. The parties acknowledge the definition of workplace violence under the OHSA and do not condone such incidents. The parties further recognize that the nature of long term care presents a heightened potential risk and will work together toward preventative measures.
- (c) Joint Health and Safety Committee
  - i) It is agreed that a Health and Safety Committee, composed of at least fifty percent (50%) labour representation with a minimum of one (1) selected or appointed by the bargaining unit, shall be the primary vehicle through which Health and Safety issues in the workplace are dealt with. The Parties agree that the Occupational Health and Safety Act, as amended, will be deemed a part of this Agreement and the Health and Safety Committee will be respected and supported by both Parties.
  - ii) Meetings of the Joint Health and Safety Committee shall be held on a regular basis.
  - iii) Minutes shall be taken of all meetings and copies will be sent to the Employer and the Union Health and Safety Representative.
  - iv) The Parties agree that the Committee shall have specific operational guidelines, the contents of which must be approved by both Parties to this Agreement.
  - v) The Committee shall have access to documented incidents, including those related to workplace violence, and workplace accidents including injury. The Committee shall have the opportunity to investigate and report on said circumstances as per the operational guidelines.
  - vi) Time spent in Committee activities shall be paid at the applicable hourly rate in accordance with legislation, as amended.

- vii) The Committee shall identify potential dangers and hazards, including those related to workplace violence, suggest means of improving Health and Safety programs and recommend actions to be taken to improve conditions related to health and safety. The Employer will respond in writing with the time limitations as outlined in the legislation, to any formal recommendation of the Joint Health and Safety Committee.
- (d) Legislative requirements regarding protective clothing and/or other devices will be adhered to by the Employer.

## **ARTICLE 9 - PROFESSIONAL RESPONSIBILITY**

- 9.01 In the event that the Employer assigns a number of residents or a workload to an individual Nurse or group of Nurses such that the Nurse(s) have cause to believe that the Nurse(s) are being asked to perform more work than is consistent with proper resident care or that the Nurse(s) are being asked to work in a manner that is inconsistent with proper resident care, the Nurse(s) shall:
- (a)
    - i) Complain in writing to the Labour-Management Committee within thirty (30) calendar days of the alleged improper assignment. The Chairperson of the Labour-Management Committee shall convene a meeting of the Labour-Management Committee within ten (10) working days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both Parties.
    - ii) Any settlement of the complaint shall be binding upon both Parties.
    - iii) Failing resolution of the complaint within fifteen (15) working days of the meeting of the Labour-Management Committee the complaint shall be forwarded to an Independent Assessment Committee composed of three (3) registered Nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Employer, and one (1) chosen from a panel of independent Registered Nurses who are well respected within the profession and who shall act as Chairperson.
    - iv) Within fourteen (14) working days of its appointment, the Assessment Committee shall set a date to conduct a hearing into the complaint 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 thirty (30) working days following completion of its hearing. The decisions of the Assessment Committee shall be final and binding upon the Parties.
  - (b)
    - i) The List of Chairpersons-Assessment Committee is attached to and forms part of this Agreement (Schedule "B"). The name to be provided will be the first name on the List of Chairpersons who has not been previously assigned. When the last name on the list has been reached, the first name on the list will be the next approached, and so on in rotation. Should the Chairperson who is scheduled to serve, decline when requested, the next person on the list will be approached to act as Chairperson.

ii) Each Party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

(c) In the interest of responding to complaints as quickly as possible, the Parties agree that complaints may be submitted electronically.

#### 9.02 Orientation and In-Service Programme

The Employer recognizes the need for an Orientation Programme of such duration as it may deem appropriate and In-service Programs taking into consideration the needs of the Home and the Nurses involved.

9.03 Before assigning a newly hired Nurse in charge of a nursing unit, the Employer will first provide orientation both to the Home and to such nursing unit. It is understood that such Nurse may be assigned to any tour as part of their orientation programme providing such assignment is in accordance with any scheduling regulations contained in this Agreement.

9.04 Nurses recalled from layoff under Article 14.05 and Nurses whose probationary period has been extended under Article 12 and Nurses who transfer on a permanent basis may be provided any orientation determined necessary by the Home. A request by such a Nurse for orientation shall not be unreasonably denied.

9.05 Both the Employer and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Home. Available programmes will be publicized.

9.06 When a Nurse is on duty and authorized to attend any in-service programme within the Home and during their regularly scheduled working hours, the Nurse shall suffer no loss of regular pay. When a Nurse is required by the Employer to attend courses outside of their regularly scheduled working hours, the Nurse shall be paid for all time spent in attendance on such courses at their regular straight time hourly rate of pay.

9.07 No Nurse will be assigned to any unit, ward or area without first being provided proper orientation to it.

### **ARTICLE 10 - COMPLAINTS AND GRIEVANCES**

#### 10.01 Definition of a Grievance

For purposes of this Agreement, a grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

#### 10.02 Importance of Speedy Resolution

The Parties to this agreement believe that it is important to address complaints and grievances as quickly as possible. For this purpose, electronic versions of forms may be used to present and respond to the grievance.

#### 10.03 Complaint Stage

A Nurse who has a complaint must bring that complaint to the attention of the Director of Nursing or designate within ten (10) working days of when the Nurse became or ought reasonably to have become aware of the occurrence which gave rise to the complaint. It is understood that no Nurse has a grievance until the Director of Nursing has been given an opportunity to adjust the complaint and verbally reply which shall be a maximum of five (5) working days from the presentation of the complaint. The Nurse may be accompanied by a Union representative.

#### 10.04 Grievance Initiation

Subject to having completed the mandatory complaint stage set out in Article 10.03 and if the complaint remains unresolved, a Nurse, or the Union on the Nurse's behalf may present a grievance, which shall contain the Article(s) allegedly violated including the pertinent details, in the following manner:

##### Step 1

The Nurse and/or the Union, on the Nurse's behalf, shall present the written grievance to the Administrator, Grandview Lodge or designate, within ten (10) working days of the reply of the Director of Nursing as set out in 10.03 above. A meeting shall be convened at a mutually agreeable time between the grievor and or the Committee and the Administrator, Grandview Lodge, within ten (10) working days or such longer period as mutually agreed upon. The Administrator, Grandview Lodge, shall reply in writing within ten (10) working days of the meeting as set out herein.

##### Step 2

Within ten (10) working days of the receipt of the answer at Step 1 (or if no answer is received at Step 1, then within five (5) working days after the date upon which such answer ought to have been received), the Nurse and/or the Union on the Nurse's behalf may refer the matter to the Chief Administrative Officer or designate. The Chief Administrative Officer or designate shall convene a meeting of the Parties at a mutually agreeable time to hear such grievance within five (5) working days after receipt of such notification, and shall deliver a written reply to the Union within five (5) working days after such meeting.

#### 10.05 Decisions Final Unless Appealed

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.

#### 10.06 Union grievances shall be on the Ontario Nurses' Association "Grievance Report".

#### 10.07 Reprimanded or Discharged Nurse

A Nurse who is to be reprimanded or discharged by the Director of Nursing or designate shall be given reasonable notice and shall be accompanied by a Union representative.

Where a Union representative is unavailable to accompany a Nurse to such meeting, the Union will ensure an alternate is provided within twenty-four (24) hours.

The written notice of suspension or discharge shall be given to the Nurse in the presence of the Union representative, provided, however, that if a Nurse is not at work and it is not possible to deliver notice of such suspension or discharge personally to such Nurse, such notice including the reasons for such suspension or discharge shall be sent to the Nurse by Registered Mail and a copy shall be sent to the Union representative.

#### 10.08 Discharged Nurse Sees Nurse Representative

Prior to leaving the Home, a discharged Nurse shall have the right to meet with a Nurse representative to a maximum of fifteen (15) minutes.

#### 10.09 Definition of a Working Day

Within the terms of this Agreement, a "working day" shall be defined as a day other than Saturday, Sunday, Recognized Holiday or scheduled day in lieu thereof.

#### 10.10 Failure to Reply

If no reply is received by the grievor at any step of the grievance procedure within the given time limits, the grievance may be referred to the next step.

#### 10.11 Policy Grievance

Within the terms of this Agreement, a Union or Employer Policy Grievance shall be defined as any difference between the Employer and the Union concerning the interpretation, application, administration or alleged violation of any of the provisions of this Agreement. Such grievance shall be submitted in writing to the Chief Administrative Officer or designate or the Committee Member of the Union who shall convene a meeting of the Parties within five (5) working days of receipt of the grievance or such other time as may be mutually agreed upon. The Chief Administrative Officer or designate shall reply in writing within ten (10) working days of the date of the meeting. Thereafter the grievance shall proceed in accordance with the provisions of the Collective Agreement.

#### 10.12 Strict Adherence to Procedure

The foregoing procedures shall be strictly adhered to by both Parties, provided that any of the time limits imposed herein may be extended by mutual and confirmed agreement.

#### 10.13 Group Grievances

In the event of a grievance common to a group of Nurses, the Union may file a group grievance on behalf of such a group commencing at Step 2 of the grievance procedure provided one of the affected Nurses signs the grievance. The names of the other Nurses

affected will also be listed.

#### 10.14 Claim of Unjust Suspension or Discharge

A claim by a Nurse that such Nurse has been unjustly suspended or discharged shall be treated as a grievance and shall commence at Step 2 of the grievance procedure provided that the notice of appeal is delivered to the Chief Administrative Officer or designate within ten (10) working days of notice of the suspension or discharge.

The Chief Administrative Officer or designate shall have the authority to confirm the Employer's actions or respond by any manner which may be deemed just and equitable.

Thereafter, the grievance procedure shall proceed as prescribed above.

### **ARTICLE 11 - ARBITRATION**

#### 11.01 (a) Establishing a Board

Failing settlement of the grievance at Step 2, either of the Parties may notify the other Party by Registered Mail of its desire to proceed to Arbitration. Such notification shall be mailed within ten (10) working days from the date on which the reply of the Chief Administrative Officer or designate, was given at Step 2. The notice shall contain the name of the first Party's nominee to the Arbitration Board. The recipient of the notice shall, within ten (10) working days, inform the other Party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairperson of the Arbitration Board.

#### (b) Failure to Nominate

If the recipient of the notice fails to appoint a nominee or if the two (2) nominees fail to agree upon a Chairperson within the time stipulated, the appointment shall be made by the Minister of Labour upon the request of either Party.

#### (c) Decision of the Board

The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the Parties and upon any Nurse affected by it. The decision of the majority of the Arbitration Board shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.

#### 11.02 Non-Eligible Appointments

No person may be appointed to a Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance or who is an Employee of either Party.

#### 11.03 Expenses of the Board

Each Party shall bear the expense of its nominee and of its witnesses, and the expenses

of the Chairperson shall be shared equally by both Parties.

11.04 Arbitration Decision Must be from this Agreement

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.

11.05 Grievor Confined to Grievance

The Nurse and/or the Union shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided in Article 10.04 and Step 1. No matter may be submitted to Arbitration which has not been properly processed through all previous steps of the grievance procedure.

11.06 Grievance and Grievance Arbitration Timeliness

Neither party shall raise or proceed with a timeliness issue argument regarding the processing of a grievance or filing for arbitration without first giving the other party written prior notice of its intent to do so.

Should either party serve such notice on the other party, the parties further agree that the final time frame in the Collective Agreement respecting the processing of grievances or filing for arbitration shall then be triggered.

Any board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the Ontario *Labour Relations Act* in so doing.

**ARTICLE 12 - PROBATIONARY PERIOD**

12.01 The probationary period for Nurses shall be sixty (60) tours or four hundred and eighty (480) hours worked. The Employer shall assess the Nurse's performance from time to time, and shall provide the Nurse with copies of any such assessment. The Nurse shall be given the opportunity to make a written response to the assessment. The Nurse may only be released after a fair and proper assessment based on reasonable standards of performance and suitability. So long as the Employer has reached its decision in a bona fide manner, the probationary Nurse shall have no right to grieve their discharge.

If the need for an extension to the probationary period arises, based on the written assessment of the Nurse's performance, it can be extended by mutual consent between the Employer, the probationary Nurse and the Union. Such extension may be up to one hundred and twenty (120) hours.

**ARTICLE 13 - SENIORITY**

13.01 Full-time Nurses

(a) Seniority recognized under the terms of this Agreement for Full-time Nurses shall be counted as full-time active continuous service with the Employer in the



bargaining unit from the date of last hire or spent on a leave of absence during which seniority is agreed to accumulate.

- (b) All Full-time Nurses in the ONA bargaining unit as of the date of the Letter of Understanding Re: Voluntary Recognition for Full-Time Registered Nurses dated August 20, 2008 shall retain all active continuous service with the Employer for all seniority and service purposes under this collective agreement.

### 13.02 Part-time Nurses

The Parties agree that each fifteen hundred (1500) hours either worked, or spent on a leave of absence during which seniority is agreed to accumulate, shall be equivalent to one year full time service. Seniority shall be calculated back to the Nurses' date of last hire.

- 13.03 (a) Separate seniority lists shall be established for all Part-time and Full-time Nurses covered by this Agreement who have completed their probationary period. A copy of these lists will be filed with the Bargaining Unit President, or their designate, every six (6) months in the last pay periods of April and October. A copy of the seniority list shall also be posted at the same time and a copy sent to the appropriate Labour Relations Officer. Seniority on such lists will be expressed in terms of total hours worked for Part-time Nurses and date of last hire for Full-time Nurses.
- (b) Seniority, as posted on the part-time and full-time seniority lists, will be deemed to be final and binding and not subject to complaint unless such complaint is made within sixty (60) calendar days from current date of posting. After the sixty (60) day period has passed, any actions taken by the Employer in reliance upon the seniority list may not be the subject of a grievance. However, corrections to the list may be made at any time.
- 13.04 (a) Nurses employed by this Employer transferring from other bargaining units into this bargaining unit shall be credited with full service for the purposes of vacation entitlement and percentage in lieu of benefits. For all other purposes except probation, they shall be treated as newly hired.
- (b) The Employer shall, before offering temporary vacancies to non-bargaining unit members, offer such temporary vacancies to members of this bargaining unit. In the absence of any willing applicant, the Employer may hire a Nurse from outside the bargaining unit.

A Part-time Nurse who fills a temporary full-time vacancy remain classified as a Part-time Employee for all purposes related to the collective agreement.

### 13.05 Retention/Transfer of Service and Seniority

A Nurse's full seniority and service shall be retained by the Nurse in the event that the Nurse 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 their full seniority and service on the basis of fifteen hundred (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 their full seniority and service on the basis of one (1) year of seniority or service for each fifteen hundred (1500) hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer. For the purpose of job posting competitions only, full-time or part-time seniority, once converted to a date, shall not precede the nurse's date of hire.

#### 13.06 Seniority Retained and Not Accumulated

Seniority for Nurses shall be retained but not accumulated in accordance with the Ontario *Human Rights Code* when a Nurse is absent from work under the following circumstances:

- (a) for a period of twenty-four (24) months when laid off due to a reduction in the nursing staff;
- (b) for a period of one (1) year when transferred to a non-bargaining unit position.
- (c) for a period of two (2) years after the Nurse begins to receive Long Term Disability benefits provided that the combined total of sick leave, as identified in Article 13.07 (e) and Long Term Disability benefits does not exceed two (2) years.

#### 13.07 Seniority Retained and Accumulated

Seniority for Nurses shall be retained and accumulated in accordance with the Ontario *Human Rights Code* when a Nurse is absent from work under the following circumstances:

- (a) approved leave of absence with pay;
- (b) when in receipt of Workplace Safety & Insurance up to a period of two (2) years;
- (c) approved leave of absence without pay, for a period of up to one (1) year;
- (d) when on pregnancy and parental leave;
- (e) when on approved sick leave for a period of up to one (1) year.
- (f) a leave of absence without pay or benefits for a period of up to one (1) year will be granted for illness or accident after accumulated sick leave credits have been exhausted or after the Nurse has started on benefits under the Long Term Disability Plan, whichever is later.

#### 13.08 Same Seniority Date

When two (2) or more Employees have the same seniority date, the last three (3) numbers of the Employee's social insurance number shall be used to determine order with the lowest number being given the higher placement on the seniority list.

#### 13.09 Loss of Seniority

- (a) Seniority rights for Registered Nurses shall cease and a Nurse shall be deprived of any further rights under this Agreement:

- i) if the Nurse quits;
- ii) if the Nurse is discharged for cause and is not reinstated pursuant to the grievance procedure;
- iii) if the Nurse fails to report for work within seven (7) days after being notified to do so by the Home following a layoff or fails to advise the Home within two (2) working days of the intention to report for work and unless the Nurse provides a reasonable excuse to the Employer;
- iv) if the Nurse is absent from work in excess of three (3) working days or on repeated occasions, or without notifying the Employer, unless such notice was not reasonably possible;
- v) if the Nurse is laid off for a continuous period of twenty-four (24) months calculated from the date of layoff;
- vi) when a Nurse is in a seniority retention situation under Article 13.06 and the set time limits have elapsed;
- vii) if the Nurse retires or is retired under the existing O.M.E.R.S. Pension Plan.
- viii) if the Nurse is absent from work for medical reasons for a continuous period of twenty four (24) months calculated from the date of first absence and where such treatment is in accordance with the *Ontario Human Rights Code*.

#### 13.10 Notice of Resignation

An Employee resigning from the employ of the Employer must do so in writing. No resignation shall be accepted officially until three (3) working day have elapsed from the time of the submission of the resignation, at which time it shall become final.

Such written notice of resignation shall provide for not less than four (4) weeks' notice, if at all possible.

### **ARTICLE 14 - LAYOFFS, RECALLS, PROMOTIONS, DEMOTIONS AND TRANSFERS**

#### 14.01 Factors Considered

In the case of promotion, demotion and transfer, the Nurse's relative efficiency, performance and ability shall be taken into account. In cases where the above considerations are deemed to be equal as between two (2) or more Nurses and such Nurses are deemed to be capable of performing the work equally, seniority shall be the determining factor.

14.02 A Nurse from this bargaining unit has the right to apply for any posted position at Grandview Lodge either within the Ontario Nurses' Association bargaining unit or a posted position within another Union at Grandview Lodge. Such applications shall be submitted on the Employee Application Form to the Human Resources Division and the application

will be given all due consideration as per Article 14.01, prior to recruiting any external applicant.

#### 14.03 Posting Procedure

The Employer will post all Registered Nurse vacancies on the Union bulletin board, and such notices shall remain posted for a period of five (5) days. The Employer shall endeavour to post the notices within five (5) working days after the vacancy occurs.

Such vacancy shall be filled in accordance with the terms as prescribed in Article 14.01.

The posting shall contain the classification and wage range of the position.

Nurses will be advised in writing of the disposition of their applications and the name of the successful applicant.

Pending the selection of a successful candidate, the Employer shall have the right to assign or otherwise arrange to have staff assigned to meet the needs of residents, on a short term basis, and shall advise the Union of this circumstance and expected duration of such circumstance. Experience gained by Nurses temporarily assigned to these positions shall not count as experience in subsequent postings.

The name of the successful applicant will be posted by the Employer.

A copy of all ONA job postings and a notice of the successful applicant shall be sent to the Bargaining Unit President.

- 14.04 (a) The Employer shall endeavour to provide the Union with as much notice as reasonably possible for a layoff resulting from an emergency.

In the event of a proposed lay off of a permanent or long term nature, the Employer will provide the Union with no less than two (2) months calendar days' notice of such a layoff.

- (b) In all cases of lay off the Employer shall meet with the Union to review the reasons causing the layoff; and the method of implementation.
- (c) The Employer shall notify the Nurse who is to be laid off or terminated, according to the Ontario *Employment Standards Act and Regulations*, which includes the following quoted Sub-Section 1 of Section 57 pertaining to layoff or termination of more than thirteen (13) weeks in any period of twenty (20) weeks.

"Section 57 (1):

No Employer shall terminate the employment of an Employee who has been employed for three (3) months or more unless the Employer gives:

- (a) one (1) weeks' notice in writing to the Employee if their period of employment is less than one (1) year;
- (b) two (2) weeks' notice in writing to the Employee if their period of

employment is one (1) year or more but less than three (3) years;

- (c) three (3) weeks' notice in writing to the Employee if their period of employment is three (3) years or more but less than four (4) years;
- (d) four (4) weeks' notice in writing to the Employee if their period of employment is four (4) years or more but less than five (5) years;
- (e) five (5) weeks' notice in writing to the Employee if their period of employment is five (5) years or more but less than six (6) years;
- (f) six (6) weeks' notice in writing to the Employee if their period of employment is six (6) years or more but less than seven (7) years;
- (g) seven (7) weeks' notice in writing to the Employee if their period of employment is seven (7) years or more but less than eight (8) years;
- (h) eight (8) weeks' notice in writing to the Employee if their period of employment is eight (8) years or more, and such notice has expired."

- 14.05 (a) Part-time and Full-time Nurses on probation shall be laid off first. Thereafter, Nurses shall be laid off in reverse order of seniority within the Part-time or Full-time Nurse category where the Employer determines the surplus to exist.
- (b) Nurses shall be recalled in order of seniority and retain recall rights for twenty-four (24) continuous months from the date of layoff.
- (c) No new Nurses shall be hired until all those Nurses who retain the right to be recalled have been given an opportunity to return to work.
- (d) Nurses on layoff, who retain recall rights, may be offered occasional shifts or temporary positions when other Part-time Nurses not on lay-off are not available.
- Acceptance of a temporary position shall not constitute a recall from lay-off unless the temporary position exceeds ninety (90) calendar days.
- (e) No reduction in the hours of work shall take place to prevent or reduce the impact of a lay off without the consent of the Union.

#### 14.06 New Positions

If the Employer should create a new classification coming within the scope of this Agreement, it shall notify the Union and set the rate for such job. The Union will be advised as to the rate, and will be given fourteen (14) calendar days within which to object. Failing agreement on such rate, the Union may lodge a policy grievance as set out herein.

#### 14.07 No Contracting Out

The Home shall not contract out the work normally performed by members of the bargaining unit except;

- (a) for purposes of instruction;
- (b) in the event of an emergency situation;
- (c) when performing developmental or experimental work.

## **ARTICLE 15 - LEAVES OF ABSENCE**

### **15.01 Leave for Personal Reasons**

The Employer may grant leave of absence without pay for personal legitimate reasons. A Nurse desiring leave of absence shall make application in writing to the Director of Nursing, or designate. The applicant for leave of absence shall be notified in writing of the decision to grant or not to grant the request within two (2) weeks of the application. Such leave shall not be unreasonably denied.

The foregoing procedure for requesting leave of absence in advance shall not apply to legitimate personal emergencies which could not be arranged in advance, provided the Director of Nursing or designate is notified prior to leaving.

### **15.02 Pregnancy/Parental Leave**

Pregnancy/Parental leave will be granted in accordance with the provisions of the *Employment Standards Act (ESA)* as amended from time to time and as follows:

- (a) The Nurse who is eligible for a pregnancy leave, may also take parental leave, provided that the total leave does not exceed eighteen (18) months. Parental leave, when not following a pregnancy leave, can be taken up to a maximum of sixty-three (63) weeks;
- (b) The Nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child;
- (c) The Nurse shall reconfirm the intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. Upon return from pregnancy or parental leave, the Nurse shall be reinstated to the position the Nurse most recently held with the Employer, if it still exists, or to a comparable position if it does not.
- (d) A Nurse who is on pregnancy/parental leave as provided under this Agreement, who has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the *Employment Insurance Act*, shall be paid a Supplemental Unemployment Benefit (SUB) as follows:
  - i) The benefit will be equivalent to the difference between eighty percent (80%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings for a maximum

period of fifteen (15) weeks for pregnancy leave and/or ten (10) weeks for parental leave.

- ii) Regardless of the leave option elected by the Nurse, the Supplemental Unemployment Benefit shall be calculated based on a thirty-five (35) week parental leave benefit under the *Employment Insurance Act*.
  - iii) The Nurse's regular weekly earnings shall be determined by multiplying their regular hourly rate, plus the percentage in lieu of sick leave and health and welfare benefits, in the case of part-time nurses, on their last day worked prior to the commencement of the leave times their normal weekly hours;
  - iv) Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the County of the Nurse's Employment Insurance cheque stub as proof that the Nurse is in receipt of such benefits.
- (e) Seniority and service continues to accrue during pregnancy/parental leave. Participation in the benefit plans shall also continue during pregnancy/parental leave unless the Nurse elects, in writing, not to do so or that the Nurse does not intend to pay their contribution towards the benefit premium.
  - (f) Nurses have no vested right to payments under the plan except to payments during a period of unemployment specified in this Article.
  - (g) 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.

#### 15.03 Leave for Union Business

- (a) The Employer agrees to grant leave of absence, without pay, to a maximum of one (1) Nurse at any one time, selected by the Union to attend Union business including conferences and conventions. The number of days in a calendar year shall not exceed ten (10) working days for the bargaining unit. During such leave of absence, the Nurse's salary and applicable benefits shall be maintained by the Employer and the local Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

#### 15.04 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 leave of absence without pay, as required. 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 in Article 15.03 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 full cost of such salary and applicable benefits.

#### 15.05 Leave, President ONA

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 the President of the Ontario Nurses' Association. 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 their intention to return to work at least two (2) months prior to the date of such return.

#### 15.06 Leave, Full Time Position ONA

Upon application in writing, to the Employer by the Union on behalf of the Nurse, a leave of absence shall be granted to such Nurse elected or appointed to a full time position with the Union for a period of up to one (1) year. 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. The Nurse agrees to notify the Employer of their intention to return to work at least two (2) weeks prior to the date of such return.

#### 15.07 Bereavement Leave

##### (a) Immediate Family

A Nurse shall be granted up to five (5) consecutive calendar days leave of absence without loss of pay or benefits for any scheduled days of work absent during the period of seven calendar days immediately following the death of the Nurse's spouse, child, step-child, parent or step parent.

A Nurse shall be granted up to three (3) consecutive calendar days' leave of absence without loss of pay or benefits for any scheduled days of work absent during the period of seven calendar days immediately following the death of the Nurse's sister, brother, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparents in-law.

One (1) of the days may be held in lieu to attend a memorial service at a later date.

A Nurse shall be granted one (1) day leave of absence without loss of pay or benefits for any scheduled day of work absent during the period of seven calendar days immediately following the death of the Nurse's aunt, uncle, niece and nephew.

The Employer in its discretion may extend such leave with or without pay. Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions within twelve (12) months of the death in order to accommodate religious and cultural diversity.

Immediate family and in-laws as set out above shall include the relatives of "spouse" as defined herein.



“Spouse” for the purposes of bereavement leave will also include a partner of the same sex.

Part-time Nurses will be credited with seniority and service for all such leave.

(b) Fellow Nurse

A Registered Nurse shall be granted one-half (1/2) day leave without loss of salary or wages to attend the funeral of a fellow Nurse with whom such Nurse worked closely and who was employed in this Bargaining unit. Such leave shall be confined to a maximum of two (2) such Nurses.

15.08 Jury & 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 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, the Nurse shall not lose regular pay because of such attendance provided that the Nurse:

- (a) notifies the Employer immediately on the Nurse's notification that the Nurse 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;
- (d) it is understood that such paid leave applies to any scheduled night shift immediately prior to a day of jury duty;
- (e) Nurses will come to work during those regularly scheduled hours that they are not required to attend at court for periods of one-half (1/2) day or more.

15.09 Education Leave

- (a) Leave of absence, without pay, for the purposes of further education directly related to the Nurse's employment with the Employer may be granted on written application by the Nurse to the Director of Nursing or their designate. Requests for such leave will not be unreasonably denied.
- (b) A Nurse shall be entitled to leave of absence without loss of earnings from their regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which Nurses are enrolled to upgrade their nursing qualifications.

Written requests for such leave shall be received by the Director of Nursing or Administrator, Grandview Lodge, a minimum of two (2) weeks in advance of such examinations except in extenuating circumstances where approval will not be unreasonably denied.

- (c) If the Employer should require that a Nurse attend a course or workshop in connection with the work of the Home, necessary leave of absence with pay and

expenses will be paid.

#### 15.10 Prepaid Leave Plan

The Employer agrees to introduce a prepaid leave program, funded solely by the Nurse, subject to the following terms and conditions:

- (a) The plan is available to Nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the *Income Tax Regulations*, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The Nurse must make written application to the Director of Nursing at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The year for the purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the Nurse, the local Union and the Employer. There shall be one (1) Nurse off at any one time.
- (d) Written applications will be reviewed by the Director of Nursing or their designate for leaves requested.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the Nurse's gross annual earnings will be deducted and held for the Nurse and will not be accessible to the Nurse until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the Nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the Nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will not accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The Nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which the Nurse is participating. Contributions to the Ontario Municipal Employees Retirement System (O.M.E.R.S.) will be in accordance with the plan. The Nurses will not be eligible to participate in the disability income plan during the year of the leave.
- (i) A Nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Director of Nursing. Deferred salary, plus accrued interest, if any, will be returned to the Nurse within a reasonable period of time.

- (j) If the Nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the Nurse within a reasonable period of time. In the case of the Nurse's death, the funds will be paid to the Nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the Nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the Nurse as much notice as is reasonably possible. The Nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or if withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the Nurse within a reasonable period of time.
- (l) The Nurse will be reinstated to their former position unless the position has been discontinued, in which case the Nurse shall be given a comparable job.
- (m) Final approval for entry into the prepaid leave plan program will be subject to the Nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the Nurse's pay. Such agreement will include:
  - i) A statement that the Nurse is entering the prepaid leave program in accordance with Article 15.10 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.

The letter of application from the Nurse to the Employer to enter the prepaid leave program will be appended to and form part of the written agreement.

#### 15.11 Family Medical Leave

Family Medical Leave will be granted in accordance with the *Employment Standards Act*.

#### 15.12 Writing Exams

A Nurse shall be entitled to leave of absence without loss of earnings from their regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario.

The period of the leave may include the night shift prior to and any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

Part-time Nurses will be credited with seniority and service for all such hours paid as provided above for the purpose of writing such exams.

#### 15.13 Prohibition Against Other Employment

Nurses who are on leave of absence will not engage in gainful employment while on such

leave, and a Nurse who engages in gainful employment while on such leave of absence forfeits all seniority rights and privileges contained in this Agreement as set out in Article 13.08 unless permission to take such employment was specifically set out in the response to the written leave of absence.

### **ARTICLE 16 - PAYMENT FOR CERTIFICATES**

16.01 A Nurse who is required to have a medical examination and/or produce a physician's certificate as set out in this Agreement or Provincial regulations shall be reimbursed by the Employer for such expense upon producing a proper receipt, except in the case of sick leave where medical certification is or may be required. However, in no case will a Nurse be required to provide more than one (1) certificate at such Nurse's expense for each sick leave absence.

### **ARTICLE 17 - HOURS OF WORK AND SCHEDULING**

17.01 (a) The normal daily tour shall be seven and one-half (7.5) consecutive hours in any twenty-four (24) hour period excluding an unpaid one-half (1/2) hour meal period, 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 of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purpose of payment under Article 17.04.

(b) The normal daily tours are the following:

Days	0700 to 1500 hours
Evenings	1500 to 2300 hours
Nights	2300 to 0700 hours

(c) Scheduled tours shall allow for not less than:

- Sixteen (16) hours off between tours;
- Thirty-two (32) hours off following a Night tour when changing to another shift; and
- Every second weekend off for a Full-time Nurse. A weekend off shall be defined as at least forty-eight (48) consecutive hours off duty, primarily over Saturday and Sunday.

Should the Employer schedule a Nurse to work with less than the requirements noted above, the Nurse shall be paid at time and one-half (1 1/2) their regular rate of pay for such tour.

If however, a Nurse is offered to work a tour with less than the requirements noted above, and the Nurse accepts, the Nurse shall be paid at their regular rate of pay unless overtime, as described in Article 17.04, applies.

(d) Rest Periods

Nurses shall be entitled to relief periods during the tour on the basis of fifteen (15)

minutes for each half (1/2) tour.

#### 17.02 Scheduling / Availability

The Full-time and Part-time Nurse schedule shall be developed and posted in accordance with the following:

- (a) The Employer shall be fair and reasonable when designing Master Rotations for Full-time and Part-time Nurses.
- (b) The Union may propose changes to the Master Rotation up to a maximum of one (1) time per calendar year, by submitting a request to the Director of Nursing.
- (c) The Parties shall meet as required to review proposed changes to a Master Rotation, acknowledging the mutual benefit to a fair, consistent and effective Master Schedule. Such review shall focus on adequate time off between shifts, rotations and the ability to meet operational needs of the Home and legislative or contractual obligations. The Employer may change a Master Rotation in consultation with the Union and implement changes with a minimum of eight (8) weeks advance written notice.
- (d) Whenever a Master Rotation is significantly changed permanently, Full-time and Part-time Nurses shall be provided the opportunity, in order of seniority, to select their assigned line within the Master Rotation.
- (e) Full-time and Part-time Nurses may seek a permanent change to their assigned line within a Master Rotation through the vacancy posting process. Requests to mutually exchange assigned lines shall not be unreasonably denied.

The Employer shall create a two (2) week schedule which shall be posted six (6) weeks prior to the first day of the schedule. The Employer will endeavour to provide as much advance notice as is practicable of a change in a posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse with at least twenty-four (24) hours' notice.

- (f) Each Part-time and Casual Nurse shall submit, in a manner determined by the Employer, their availability for a six (6) week period; and, up to the posting of the schedule, hold themselves available to be scheduled for those shifts that they declared themselves as available. Employees may revise their availability at any time, but no later than two (2) weeks prior to the posting of the two (2) week schedule. Otherwise, the Employee's availability shall remain unchanged for the purposes related to Employee scheduling.
- (g) Each Part-time Nurse shall declare:
  - i) a total of sixty (60) hours or more of availability for each two (2) week pay period inclusive of the hours for their assigned line on the schedule; and
  - ii) availability at least every other weekend.
- (h) Each Casual Nurse shall declare their availability for each two (2) week pay period.

Casual Nurses shall endeavour to provide as much availability as possible.

- (i) Before the schedule is posted, the Employer shall fill outstanding shifts in the following order providing that the scheduling does not incur overtime:
  - i) Schedule, in order of seniority, each Part-time Nurse up to twenty-two and a half (22.5) hours in a pay period, who indicated availability for the shift(s);
  - ii) Schedule, in order of seniority, each Part-time Nurse, up to forty-five (45) hours in a pay period, who indicated availability for the shift(s);
  - iii) Schedule, in order of seniority, each Part-time Nurse, up to seventy-five (75) hours in a pay period, who indicated availability for the shift(s);
  - iv) Schedule, in order of seniority, each Casual Nurse who indicated availability for the shift(s);
  - v) Offer, on a "last contact" rotating basis, the remaining shifts to all Part-time Nurses not scheduled to work seventy-five (75) hours in a pay period who did not indicate availability for the shift;
  - vi) Offer, on a "last contact" rotating basis, the remaining shifts to all Casual Nurses not scheduled to work seventy-five (75) hours in a pay period who did not indicate availability for the shift.
- (j) Changes to the Availability Form required by personal emergencies may be arranged provided that the Director of Nursing or designate is notified in advance in writing, where reasonably possible to do so, before the schedule is posted.

Part-time and Casual Nurses who have submitted an Availability Form shall have the option of refusing to work shifts offered that they did not declare availability. However, Casual Nurses shall not unreasonably or consistently refuse to work such shifts offered.

### 17.03 Call-In

Once the schedule is posted, shifts that become vacant will be filled in accordance with the following:

- (a) Provided the call in does not incur overtime or result in the violation of the collective agreement, the Employer shall fill shifts in the following order when the need arises by contacting on a "last contact" rotating basis in the following order:
  - i) Part-time Nurses, in order of seniority;
  - ii) Casual Nurses, in order of seniority.
- (b) Part-time and Casual Nurses shall not unreasonably or consistently refuse to work shifts offered on a call-in basis that they declared availability for.
- (c) Part-time Nurses may opt out of the call-in process at the beginning of a posted schedule on an ongoing basis by providing the Administrative Assistant/Scheduler

or designate with at least one (1) weeks' notice in writing prior to the beginning of the next posted schedule.

Once opted out of the call-in process, a Part-time Nurse may opt back into the call-in process at the beginning of a posted schedule by providing the Administrative Assistant/Scheduler or designate notice in writing at least one (1) weeks prior to the beginning of the next posted schedule.

- (d) Casual Nurses may not opt out of the call-in process.

#### 17.04 Overtime / Lieu Time

Full-time Nurses shall have the option to take time off in lieu as an alternative to receiving payment at the rate of one and one-half (1½) times the normal hourly rate for eligible overtime worked, under the following provisions:

- (a) The Full-time Nurse shall at their option take time off in lieu at the rate of one and one-half (1½) times the number of overtime hours worked.
- (b) Full-time Nurses shall be eligible for overtime for all work over the normal work day (as set out in Article 17.01) or over ten (10) normal work days in a bi-weekly pay period.
- (c) A Full-time Nurse may save up to a maximum of thirty-seven and one-half (37½) hours in their overtime bank at any one time.
- (d) A Full-time Nurse may request time off in lieu for any amount of overtime in their overtime bank. Scheduling of such time off in lieu shall be subject to approval by the Director of Nursing or their designate, based on the operational needs of the home.
- (e) Such time off in lieu will not be granted on weekends.
- (f) The maximum amount of time off in lieu shall not exceed thirty-seven and one-half (37½) hours during the calendar year. All overtime worked thereafter shall be paid at premium rates.
- (g) Should overtime banks not be cleared prior to the last pay period of each calendar year, a pay out of the balance will be issued.

#### 17.05 Authorization

All overtime must be authorized by the Employer. Such authorization shall not be unreasonably denied.

#### 17.06 Reporting Pay

A Nurse who reports for work as scheduled, unless otherwise notified by the Home, shall receive a minimum of four hours pay at their regular hourly rate. The Nurse shall be required to perform any nursing duties assigned, if their regular duties are not available.

### 17.07 Call Back Pay

In the event a Nurse is called in as a replacement outside of the regular shift the opportunity to work a full shift will be given and paid at the proper rate. There will be a thirty (30) minute allowance for a Nurse to report for work when called in under these circumstances.

### 17.08 Exchange of Shift

Nurses who, for their own personal convenience, wish to exchange shifts after the schedule is posted with other appropriately qualified Nurses, shall submit a written request form to the Director of Nursing or designate for approval that includes the signature of at least one of the nurses directly involved confirming the agreement. The Director of Nursing or designate shall make the appropriate change on the time schedule. The Director of Nursing or designate approval shall not be unreasonably denied. The Employer shall not be responsible for overtime claims or other premium rates that might otherwise apply as a result of the exchange of shifts.

Where shift exchanges are required to accommodate the needs of a nurse with less than twenty-four (24) hours' notice, such written request shall not be required; however, the nurse accepting the shift shall contact the Director of Nursing or designate in advance to confirm acceptance.

17.09 Where a Nurse makes prior arrangements for time off from a tour of duty, the Nurse shall not be scheduled to work another tour that day.

### 17.10 Sick/Absent Calls

Employees who will be absent for their shift must call the supervisor on shift at least one (1) hour prior to the start of the scheduled day shift or at least four (4) hours prior to the start of their scheduled evening or night shift.

## **ARTICLE 18 - RECOGNIZED HOLIDAYS**

### 18.01 List of Holidays

The following holidays shall be recognized holidays with pay for all Nurses:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day – July 1	Boxing Day

18.02 Full-time Registered Nurses required to work on a Recognized Holiday shall at the option of the Employer, receive either:

- i) pay at the rate of time and one-half (1½) the Nurse's regular rate for work performed on such holiday, in addition to the Nurse's regular pay; or



- ii) pay at the rate of time and one-half (1½) the Nurse's regular rate for work performed on such holiday, and an alternative day off within thirty (30) days of the holiday.

#### 18.03 Holiday on Regular Day Off

If any of the above-named holidays occurs on a Full-time Registered Nurse's regular days off, such Nurse will receive an additional day off in lieu at a mutually agreed time.

#### 18.04 Holiday Falling During Vacation

If any of the above-named holidays occurs during a Full-time Registered Nurse's vacation, such Nurse will receive an additional day off in lieu consecutive with the vacation if the nurse requests in writing provided that the request does not preclude another Full-time or Part-time Nurse from taking a seven (7) consecutive calendar day block of vacation.

#### 18.05 Accumulation of Recognized Holidays

Provided a Full-time Registered Nurse specifies an intention, no later than December 31, such Nurse may accumulate up to eight (8) Recognized Holidays during the next calendar year, from January 1 to December 18. Such accumulation is permitted, subject to the following conditions:

- (a) A Full-time Registered Nurse who is granted such up to eight (8) accumulated holidays as set out herein must notify the Employer of the date upon which they desire such days to be taken in lieu, three (3) months prior to taking, to permit the Employer sufficient time to arrange for adequate scheduling and staffing. In the event that the Full-time Registered Nurse cannot take such accumulated days prior to December 18 of that year following accumulation, such Nurse shall receive pay, only, for holidays. Such pay to be given on the first full pay period following December 18. Such time or times off must be convenient to both the Full-time Registered Nurse and the Employer.
- (b) Accumulated holidays will not be taken between December 18 and January 8 or during the Spring Break period.

#### 18.06 Prerequisite Qualifying Days

In order to qualify for payment for the aforementioned recognized paid holidays, Full-time Registered Nurses must work their regular working day preceding and their regular working day immediately following the holiday or the day granted in lieu, except where absent due to proven illness.

18.07 Part-time Registered Nurses required to work on a recognized holiday shall receive pay at the rate of time and one-half (1½) the Nurse's regular rate for work performed on such holiday, in addition to the Nurse's regular pay.

18.08 For Part-time Registered Nurses, the entitlement to pay on any of the aforementioned recognized paid holidays shall be subject to the following qualifying conditions:

- (a) The Nurse must work twelve (12) days of the twenty-eight (28) days which preceded the week of the holiday;
- (b) Where a Nurse has not worked on twelve (12) days of the twenty-eight (28) days which preceded the week of the holiday, payment for the paid holiday shall be prorated on the following basis:

Payment for the paid holiday shall be calculated in accordance with the *Employment Standards Act*, as amended.

- 18.09 (a) Unless otherwise requested, a Nurse shall be scheduled a minimum of three (3) and the Employer will endeavour to provide four (4) consecutive days off at either the Christmas or New Year's season. Time off at Christmas shall include December 24, 25 and 26, and time off at New Year's shall include December 31, January 1 and 2.
- (b) In case of disputes among the Nurses in the bargaining unit as to time off, it shall be scheduled on an alternate year basis so that a Nurse would be off over Christmas one year and New Year's the next.
  - (c) On Christmas Day, where there is mutual agreement amongst the nurses involved, shorter shifts may be worked between 0700 and 2300 hours, at no additional cost to the Employer.

## **ARTICLE 19 - VACATIONS (FULL-TIME NURSES)**

Full-time Nurses shall be granted a vacation with pay based upon active, continuous service in accordance with the following:

### 19.01 Vacation Year for Computation

For the purpose of calculating vacations and eligibility for Full-time Registered Nurses, the vacation year shall be from June 1 to May 31.

### 19.02 Vacation Entitlement - New Full-Time Registered Nurses

Full-time Registered Nurses with less than one (1) year's continuous service as of May 31 in any year shall be entitled to a vacation with pay in accordance with the *Employment Standards Act*.

### 19.03 Vacation Entitlement - Three (3) Weeks

Full-time Registered Nurses on the active payroll with one (1) full year's continuous service as at May 31-in any year shall be entitled to three (3) weeks' vacation with pay, with pay calculated at the rate of three (3) weeks' normal earnings.

### 19.04 Vacation Entitlement - Four (4) Weeks

Full-time Registered Nurses on the active payroll with three (3) full year's continuous service as at May 31 in any year shall be entitled to four (4) weeks' vacation with pay, with

pay calculated at the rate of four (4) weeks' normal earnings.

19.05 Vacation Entitlement - Five (5) Weeks

Full-time Registered Nurses on the active payroll with eleven (11) full year's continuous service as of May 31 in any year shall be entitled to five (5) weeks' vacation with pay, calculated at the rate of five (5) weeks normal earnings.

19.06 Vacation Entitlement - Six (6) Weeks

Full-time Registered Nurses on the active payroll with twenty (20) full year's continuous service as at May 31 in any year shall be entitled to six (6) weeks' vacation with pay, with pay calculated at the rate of six (6) weeks' normal earnings.

19.07 Vacation Entitlement - Seven (7) Weeks

Full-time Registered Nurses on the active payroll with twenty eight (28) full year's continuous service as at May 31 in any year shall be entitled to seven (7) weeks' vacation with pay, with pay calculated at the rate of seven (7) weeks' normal earnings.

19.08 Vacation Upon Termination

Full-time Registered Nurses with more than one (1) full year of continuous service who leave the employ of the Employer and have unused vacation credits, shall receive vacation pay for said credits in accordance with the applicable vacation pay for the year in which the credits were earned.

19.09 Deductions for Absence

Where a Full-time Registered Nurse is laid off or is granted leave of absence without pay, including absences due to illness without pay, for any period of one (1) month or more, such Nurse's vacation entitlement for the year in which the leave, layoff or unpaid illness occurs will be reduced on the basis of one-twelfth (1/12<sup>th</sup>) for each full month's absence, calculated to the nearest half-day.

19.10 Overpayment of Vacation

Where Full-time Registered Nurses have taken their vacation, and as a result of subsequent termination, leave of absence, or any other reason have received more vacation pay than they are properly entitled to under the terms of this Agreement, the Employer shall deduct such overpayment from the Nurses' pay cheques.

**ARTICLE 20 - VACATION PAY (PART-TIME NURSES)**

20.01 Part-time Nurses shall be paid vacation pay based on a percentage of earnings by no later than June 15 and December 15 of each year. Each payment shall be processed as a separate bank deposit from that for hours worked.

Vacation pay shall be calculated on the following basis:

- (a) up to fifteen hundred (1500) hours of work – four percent (4%) of earnings since the previous vacation payment and vacation time off in accordance with the *Employment Standards Act*;
- (b) Fifteen hundred (1500) hours of work but less than forty-five hundred (4500) hours of work - six percent (6%) of earnings since the previous vacation payment and three (3) weeks of vacation time off in a calendar year;
- (c) Forty-five hundred (4500) hours of work but less than sixteen thousand five hundred (16500) hours - eight percent (8%) of earnings since the previous vacation payment and four (4) weeks of vacation time off in a calendar year;
- (d) Sixteen thousand five hundred (16500) hours of work but less than thirty thousand (30000) hours - ten percent (10%) of earnings since the previous vacation payment and five (5) weeks of vacation time off in a calendar year;
- (e) Thirty thousand (30000) hours of work but less than forty-two thousand (42000) - twelve percent (12%) of earnings since the previous vacation payment and six (6) weeks of vacation time off in a calendar year and;
- (f) Forty-two thousand (42000) hours of work and over – fourteen (14%) of earnings since the previous vacation payment and seven (7) weeks of vacation time off in a calendar year.

20.02 Earnings for the purposes of this clause shall include percentage in lieu of benefits paid to a part-time Nurse by the Employer during the preceding vacation year, but shall not include previously paid vacation pay.

20.03 Any conflicts in vacation requests shall be determined by seniority.

## **ARTICLE 21 - VACATION SCHEDULING**

All vacation absence requests will be granted in order of seniority subject to the following provisions and Article 18.04:

21.01 There shall be a limit for vacation scheduling purposes of one (1) nurse approved to be on vacation per day. This limit for vacation scheduling purposes may be expanded to one (1) Full-time Nurse and one (1) Part-time Nurse approved to be on vacation per day. If a Full-time Nurse has requested vacation but not a Part-time Nurse, a second Full-time Nurse shall be granted vacation if requested and where possible or vice versa should it be a Part-time Nurse requesting.

21.02 The Director of Nursing or delegate will provide all Nurses in writing with their remaining vacation entitlement by no later than February 1 each year.

21.03 For the vacation period from June 1 to May 31 each year:

- (a) All Nurses will provide their vacation requests in writing to the scheduling clerk by no later than February 28.
- (b) The Director of Nursing or delegate will post the approved vacation schedule

by no later than April 15.

- 21.04 All Nurses will be given the opportunity to take a block of two (2) weeks or two (2) blocks of one (1) week during prime time. A block is defined as any Monday to Sunday calendar week. Prime time is defined as June 15 to September 15. For the purpose of clarity, requests for partial weeks or single days of vacation shall be considered as one (1) week for the purpose of the limit on vacation during prime time. The Nurses' vacation bank will be reduced according to the Nurses' scheduled shifts for that vacation block.
- 21.05 No individual days or recognized holidays will be considered until all requests for blocks are honoured in prime time as defined above in point 6.
- 21.06 As permitted by point 7, individual days or recognized holidays can be scheduled during prime time, as defined in point 6, or at any other time during the work year. The Employer shall not unreasonably withhold the approval of individual vacation days or recognized holidays.
- 21.07 Requests for vacation submitted after February 28 must be submitted at least two (2) weeks in advance of the time requested and will be considered on a first come, first serve basis as follows:
- (a) The nurse shall submit a written vacation request to the scheduling clerk;
  - (b) The Director of Nursing or delegate shall confirm the nurse's vacation entitlement;
  - (c) If approved, the Director of Nursing or delegate will post the revised vacation schedule.

## **ARTICLE 22 - SALARIES**

- 22.01 The salaries are as set out in Schedule "A" attached and form part of this Agreement.
- 22.02 Each Nurse will be advanced from their present level on the Salary Schedule to the next level on the Salary Schedule after obtaining one (1) years' service credit, calculated in accordance with the provisions of Article 13.02.
- 22.03 Recognition of Experience

An allowance as recognition of relevant past service in nursing shall be given a newly hired Nurse on the basis of one (1) year of such relevant experience shall equal one (1) step past Start Rate on the Salary Schedule up to the maximum of the salary grid.

## **ARTICLE 23 - SICK LEAVE**

- 23.01 Credits and Accumulation

Full-time Registered Nurses upon successful completion of the probationary period shall be credited with one (1) day's sick leave for each full month of service,

### 23.02 Credits Equate to Work Time

- (a) Where a Full-time Registered Nurse is absent from employment for a period in excess of nine (9) working days in a calendar month, the sick leave credit referred to in 23.01 shall be allowed as follows:

<u>Working Days Absent</u>	<u>Monthly Sick Leave Credit</u>
Zero (0) – Nine (9) days inclusive	One (1) day
Ten (10) – Fifteen (15) days inclusive	One-half (½) day
Sixteen (16) or more days	Nil

- (b) Article 23.02 (a) shall not apply to a Full-time Registered Nurse who is:
- i) absent due to attendance at any convention, education course or similar activity sponsored or approved by the Corporation;
  - ii) requested to work different hours than those originally scheduled for that Registered Nurse;
  - iii) on vacation;
  - iv) on a recognized holiday;
  - v) on approved leave of absence with pay;
  - vi) granted leave of absence in writing without pay by the Department Head, or designate;
  - vii) on overtime off in lieu.
- (c) Article 23.02 (a) shall apply to a Full-time Registered Nurse who is:
- i) absent because of illness or non-compensable accident;
  - ii) absent because of quarantine by the Medical Officer of Health.

### 23.03 Charging Sick Leave

Full-time Registered Nurses losing working time as a result of bona fide illness will have such lost time charged against their accumulated sick leave credits to the nearest one-quarter (1/4) normal working day.

### 23.04 Physician's Certificates

If a Registered Nurse is absent due to illness:

- (a) for three (3) but less than thirty (30) consecutive days, such Nurse shall, on request, submit a certificate from a physician;
- (b) for thirty (30) or more consecutive days, such Nurse shall, on request, submit a

County prescribed certificate from a physician certifying inability to work and the nature of such illness. A Nurse shall not be entitled to be paid sick leave in that month without furnishing such certificate and so on from month to month in the event the Nurse's illness extends from one month to the next month

23.05 Repetitive Illness

A Nurse shall file with the Immediate Supervisor or designate, a physician's certificate after one (1) day of absence if deemed necessary and if so requested in advance in writing. It is understood that a repetitive illness is not one that involves a chronic disability which is supported by medical documentation.

23.06 All reductions in premiums payable by the Employer for Employment Insurance shall continue to accrue to the credit of the Employer and Employees shall not be entitled to claim any portion of such reduction as a result of other benefits received.

23.07 County Sick Leave Plan

The Employer agrees that should the Corporation of Haldimand County review in any part their present Sick Leave Program for County Employees that would result in a program superior to the above, the Union and the Employer shall meet for the purpose of amending this Sick Leave Program for Full-time Registered Nurses to conform to that of the Corporation of Haldimand County.

23.08 Statement of Credits

A statement of sick leave credits shall be included in the pay statement of each Full-time Registered Nurse within three (3) pay periods following December 31-of each year.

**ARTICLE 24 - ACCOMMODATION OF DISABLED WORKERS**

24.01 The following shall apply for compensable and non-compensable injuries and/or disabilities:

- (a) The Employer agrees to abide by the Workers' Safety & Insurance Board and the *Human Rights Code* of Ontario including the re-instatement provisions.
- (b)
  - i) The Employer agrees to supply to the Employee and the Union a copy of the Workplace Safety & Insurance Board's Form 7. The Employee shall be given an opportunity to meet with the Employer to discuss, if necessary, any errors or omissions found on the Form 7.
  - ii) The Employer agrees to notify the Union of the names of all Nurses off due to work related injury (whether or not the Nurses are in receipt of Workplace Safety & Insurance) each month.
- (c) The Employer and the Union recognize that from time to time individual workers may have special needs that require special modification of work and/or physical accommodation within the workplace. The Employer and the Union will thereby endeavour to find co-operative solutions to workplace and/or contractual barriers

to workers with special needs.

- (d) The Parties agree to establish a Re-instatement Committee comprised of representatives of the Union and the Employer to review the needs of injured/disabled workers seeking accommodation within the modification of work, and the Collective Agreement and to recommend to the Employer methods for overcoming physical/contractual barriers to the re-instatement of workers. The Employer and the Union agree that all jobs listed in Schedule "A" of the Collective Agreement or any subsequent jobs that may be subsequently added to that list, may, with the recommendation of the Committee, and with the agreement of both Parties, be offered directly to qualified Employees who are unable to return to their regular jobs due to permanent injury/disability.

The parties recognize and accept their joint duty to accommodate Employees in accordance with the provisions of the Ontario *Human Rights Code* and the *Workplace Safety and Insurance Act*.

- (e) The Employer shall advise the Union when it receives notice from Workplace Safety & Insurance Board of a workers' ability to return to either regular duties, comparable work or suitable work, the Union will be advised of Haldimand County Job Postings and will keep workers, with Section 54 rights, informed of such postings.

#### 24.02 Workers' Compensation Advance

- (a) If a claim for Workers' Compensation Benefits is made by the Employer on behalf of a Full-time Nurse, said Nurse may, in return for turning over all monies received for said Compensation, elect to receive full salary from the Nurse's accumulated sick leave bank until such time as the claim is adjudicated in the Nurses' favour. At such time, the Nurse will be entitled to assign the Workers' Compensation Benefits to the Employer in exchange for bi-weekly advances equivalent to the Workers' Compensation supplement. In addition, the qualifying Nurse will be entitled to full restoration of the sick bank to the pre-accident amount.

In order to qualify for advances, a Nurse must have a minimum of two (2) weeks sick time entitlement.

- (b) A Full-time Registered Nurse who is off work due to compensable illness or an injury incurred in the employ of the Employer and is receiving benefits from the Workplace Safety and Insurance Board, may draw on accumulated sick leave to make up the difference between the basic rate of pay and the Workers' Compensation benefits.

### **ARTICLE 25 - HEALTH INSURANCE PROGRAM (PERMANENT FULL-TIME NURSES ONLY)**

25.01 For the purposes of Extended Health and Dental benefits under Article 25, dependent coverage is available to the Full-time Nurse, their spouse and their dependents, in accordance with the terms and conditions of the plans.



For the purposes of this Article, "spouse" shall be defined as an individual with whom the Full-time Nurse is married or an individual of the opposite or same sex with whom the Full-time Nurse is not married, but has co-habitated:

- (a) continuously for a period of not less than one (1) year, or ;
- (b) in a relationship of some permanence; if they are the natural or adoptive parents of a child, or one (1) of the adults is the legal guardian of the child(ren).

#### 25.02 Group Life Insurance

All Full-time Nurses up to the age of sixty-five (65) shall participate in the Group Life Insurance and Accidental Death and Dismemberment Plans currently in force. The Employer shall pay one hundred percent (100%) of the premium for such insurance. The current coverage is two (2X) times the annual salary of the Nurse to a maximum of one hundred and fifty thousand dollars (\$150,000).

#### 25.03 Extended Health Plan

For Full-time Registered Nurses, the Employer will pay one hundred percent (100%) of the premium cost of the Extended Health Plan (ten dollars [\$10]/twenty dollars [\$20] deductible) or its equivalent with existing riders. The plan will provide coverage for physiotherapy and chiropractic to a maximum of three hundred and fifty dollars (\$350)/insured person annually for each service with no deductible and no per visit caps subject to the carrier's established administrative and claims practices.

Massage therapy will be provided to a maximum of five hundred and fifty dollars (\$550)/insured person annually with no per visit cap.

Vision care is part of the Extended Health Care Plan and shall provide for one hundred percent (100%) of the cost of eye examinations, contact lenses, eyeglasses and laser eye surgery up to a combined maximum of four hundred dollars (\$400) in any twenty-four (24) month period for each eligible person.

Effective April 1, 2019, increase coverage for one hundred percent (100%) of the cost of eye examinations, contact lenses, eyeglasses and laser eye surgery up to a combined maximum of four hundred and fifty dollars (\$450) in any twenty-four (24) month period for each eligible person.

#### 25.04 Long Term Disability Plan

All Full-time Nurses shall participate in the Long Term Disability Plan currently in force. The Employer shall pay one hundred percent (100%) of the premium for such insurance. The current coverage is sixty-six percent (66%) of the monthly earnings to a maximum of four thousand five hundred dollars (\$4,500) per month.

These Long Term Disability Benefits cease the earlier of:

- (a) the date the Full-time Nurse reaches the age of sixty-five (65) or;

- (b) the date upon which the Full-time Nurse qualifies for early retirement with unreduced pension benefits as per the O.M.E.R.S. provisions.

#### 25.05 Dental Plan

A Dental Plan similar to Sun Life Contract #22487 with a current O.D.A. fee schedule will be available to all Full-time Nurses. The Employer will pay eighty percent (80%) of the premium for said plan.

#### 25.06 When Benefits Available

The Benefit Plan set out in this Article will be available to eligible Full-time Registered Nurses on the first of the month following successful completion of the Probationary Period set out in Article 12 of this Agreement.

#### 25.07 Benefits During Absence

##### (a) Employer Contribution Continued

The Employer will continue to contribute to the above Benefit Plans for a Full-time Registered Nurse during:

- i) any paid leave of absence, including sick and WSIB;
- ii) any approved unpaid leave of absence, including for medical purposes, not to exceed thirty (30) calendar days.

##### (b) Nurse Contributions in Lieu

Subject to the benefit provider's approval, any eligible Full-time Registered Nurses will be permitted to continue coverage under the Health Insurance Program for a maximum of six (6) months when:

- i) a Full-time Nurse is on unpaid leave of absence, including for medical reasons, for longer than thirty (30) calendar days;
- ii) a Full-time Nurse is on layoff;

The County will notify, at the time of leave, Full-time Registered Nurses of Article 25.07 (b). Should the Employee wish to maintain this benefit plan coverage, the Employee shall submit payment in a manner determined by the County for one hundred percent (100%) of the full monthly premium costs of the benefits prior to the start of the leave. If no election of benefits is made prior to the start of the unpaid leave of absence, benefits will be discontinued and cannot be reinstated during the term of the leave of absence.

#### 25.08 Qualifying for Benefits

For Full-time Registered Nurses, the Employer contribution is based upon active, continuous, full-time service.

## 25.09 Early Retirement Benefits

In the case of retirement prior to age sixty-five (65), if the Full-time Nurse is fifty (50) years of age or older, but less than fifty-five (55) years of age and eligible for early retirement under the O.M.E.R.S. pension plan, the Full-time Nurse may continue Health Benefit coverage (Life Insurance, Accidental Death and Dismemberment, Extended Health and Dental), in accordance with the insurance contract policies and provisions, by submitting payment in a manner determined by the County for one hundred percent (100%) of the cost of the monthly premiums for each year preceding the age of fifty-five (55) by December 31<sup>st</sup> of the preceding year to the Human Resources Department.

Providing that the Full-time nurse is eligible for an unreduced pension under the O.M.E.R.S. pension plan and such benefit coverage is continued by the retiree, the Employer, upon the month following said retiree's fifty-fifth (55<sup>th</sup>) birthday, agrees to pay fifty percent (50%) of the cost of the monthly premiums of the above-noted benefits, providing the retiree submits payment in a manner determined by the County for fifty percent (50%) of the cost of the monthly premiums for the following year by December 31<sup>st</sup> of the preceding year to the Human Resources Department. This coverage shall be discontinued the earlier of the date the retiree reaches age sixty-five (65), or the month following the date the Full-time Nurse dies.

The coverage, including but not limited to, premium contributions and insurance contract policies and provisions, provided to early retirees, or their surviving spouse/dependents, shall be the same coverage provided to active members of the group. Accordingly, the County retains the right to change such coverage with a minimum of sixty (60) days' notice.

## **ARTICLE 26 - PREMIUMS**

### 26.01 Shift Differential

- (a) Nurses working from 1500 hours to 2300 hours shall be paid a premium of one dollar and eighty cents (\$1.80) per hour for all such hours worked.
- (b) Nurses working from 2300 hours to 0700 hours shall be paid a premium of two dollars and ten cents per hour (\$2.10) for all such hours worked.

### 26.02 Supervisory Responsibility Pay

In the absence of the Assistant Director of Nursing, persons above the rank of Assistant Director of Nursing, and non-nursing department heads, a Nurse is required to supervise all other Employees. When the majority of hours in a Nurse's tour are worked with this requirement, the Nurse so assigned shall be paid a supervisory responsibility pay of one dollar and thirty cents (1.30) per hour for all hours worked, during such tour.

### 26.03 Weekend Premium

Nurses shall be paid a premium rate of two dollars and forty cents (\$2.40) per hour for all hours worked between 2300 hours Friday and 2300 hours Sunday.

**ARTICLE 27 - GENERAL****27.01 Employee Performance Review**

- (a) Two (2) evaluations of the Nurse's work will be done before the completion of the probationary period. One (1) preliminary verbal evaluation will be completed after the Nurse has completed approximately thirty (30) tours. The final (written) evaluation will be completed prior to the conclusion of the probationary period.

A copy of the written evaluation, signed by the Nurse, will be retained in the Nurse's file. Written evaluations will be completed every twenty four (24) months thereafter. Each Nurse shall receive a signed copy of the evaluation.

- (b) When as a result of a formal review of a Nurse's performance, the performance of a Nurse is judged to have been unsatisfactory, the Nurse concerned must be given an opportunity to sign and make written comment on the review form in question, to indicate that its contents have been read and explained.

**27.02 Access To Files**

- (a) 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 their views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not in any manner constitute disciplinary action by the Employer against the Nurse. Each Nurse shall have a reasonable access to all files held by the Employer which pertain to the Nurse for the purpose of reviewing the contents in the presence of their Supervisor. A copy of the evaluation will be provided to the Nurse at their request.

- (b) Any letter of reprimand, suspension or other sanction will be removed from the record of a Nurse no later than eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the Nurse's record has been discipline free of similar concerns for such period of time.

Where an employee is absent from work on an approved leave of absence, sick leave or Long Term Disability for a period greater than one (1) month, the length of absence will be added to the eighteen (18) month period.

**27.03 Copies of this Agreement**

A copy of this Agreement in mutually suitable form will be issued by the Employer to each Nurse now employed and as hired. Costs will be shared equally by the Employer and the Union.

**27.04 Bulletin Boards**

The Employer will provide space for a bulletin board.

### 27.05 Correspondence and Notices

All correspondence between the Parties shall be addressed to the Administrator, Grandview Lodge with a copy to the Manager, Human Resources and to the Bargaining Unit President with a copy to the Labour Relations Officer in the case of the Union, unless the Agreement sets out another addressee in a specific circumstance.

### 27.06 Meals

The Employer shall provide, at the Employer's option, either a separate premium of five dollars (\$5.00) or a meal, for Employees required to work three (3) hours or more of overtime at the end of a shift.

27.07 The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer.

27.08 The Union shall keep the Employer notified in writing of the names of the Nurse representatives and/or committee members and officers of the Bargaining Unit appointed or selected as well as the effective date of their respective appointments.

27.09 All reference to Nurse representatives, committee members and officers in this Agreement shall be deemed to mean Nurse representatives, committee members or officers of the Bargaining Unit.

### 27.10 Pay Deposit

Nurses shall be paid every other Thursday via Direct Deposit and provided a paper copy of the pay statement. The Employer may provide Nurses secure access to an electronic copy of the pay statement instead of providing a paper copy.

27.11 Upon request, the Employer shall provide a Nurse with a letter confirming the individual Nurse's date of hire, date of resignation/retirement (as applicable) and the total number of hours worked by the Nurse during their tenure with the Corporation of Haldimand County.

### 27.12 Labour Relations Officer's Visits

A Labour Relations Officer of the Union will be entitled to visit a unit covered by this Agreement during office hours at reasonable times to interview Nurses, provided they first report to the Administrator of the Lodge or designated supervisor. Such visit shall be restricted in access to the main hallways, Nurse's Stations or other location identified by the Administrator of the Lodge or designate and shall be limited to a reasonable time frame.

## **ARTICLE 28 - DURATION**

### 28.01 Duration

This Agreement shall continue in effect from April 1, 2020 to March 31, 2023 and shall continue automatically thereafter, unless either Party notifies the other in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such

notification will be made within the period of ninety (90) days prior to the termination of this Agreement.

28.02 Commencement of Negotiations

In the event of such notification being as to the amendment of the Agreement, negotiations between the Parties shall begin within fifteen (15) working days following such notification or on a date mutually agreed to by the Parties.

28.03 Bridge Agreement

If pursuant to such negotiations, an Agreement on the renewal or amendment of this Agreement is not reached prior to the current expiry date, this Agreement shall be automatically extended until consummation of a new Agreement. This does not affect any issue of retroactivity.

28.04 Retroactivity

Retroactive pay will be paid for all hours paid for each of the nurses in the Bargaining Unit on and after the effective dates as set out in the salary Schedule. All retroactivity will be paid by no later than the next regular pay date that occurs after six (6) weeks following ratification by both parties.

The Employer will contact former Employees who are eligible for retroactive pay, at their last known address. Such contact will be made by means of a notice which will be sent by Registered Mail.

The notice will inform them of their entitlement to retroactive pay and the manner in which it is to be claimed.

Dated at Cayuga, Ontario, this 29th day of April, 2021.

**FOR THE EMPLOYER**

**FOR THE UNION**

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Labour Relations Officer  
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**LETTER OF UNDERSTANDING**

Between **THE CORPORATION OF HALDIMAND COUNTY  
(GRANDVIEW LODGE)**  
(hereinafter called the "Employer")

and

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

RE: Shift Give Away

After all attempts to exchange a shift have been exhausted, a Nurse may give a scheduled shift to another Registered Nurse subject to the following:

1. The shift shall be given away by the Nurse offering the shift to other eligible Nurses, in a manner that is consistent with Article 17.03 – Call-in, where reasonable and able to do so. It is understood that this is the responsibility of the Nurse who is giving the shift away, and not the responsibility of the Employer. Accordingly, any errors or disputes related to this process are not subject to grievance.
2. The Nurse giving away and the Nurse accepting the shift shall inform the Director of Nursing or designate in a manner acceptable to the Director of Nursing or designate.
3. Full-time Nurses shall substitute available banked vacation time, banked overtime or accumulated recognized holidays to offset the scheduled shift given away.
4. The Employer shall not be responsible for overtime claims that might otherwise apply as a result of a Nurse's acceptance of the give-away shift.

Dated at Cayuga, Ontario, this 29th day of April, 2021.

**FOR THE EMPLOYER**

**FOR THE UNION**

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Labour Relations Officer

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**LETTER OF UNDERSTANDING**

Between **THE CORPORATION OF HALDIMAND COUNTY  
(GRANDVIEW LODGE)**  
(hereinafter called the "Employer")

and

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

RE: Schedule

The Parties agree to meet during the term of this Collective Agreement to discuss the development and implementation of a new Master Schedule. The Parties acknowledge the mutual benefit to a fair, consistent and effective Master Schedule, focusing on adequate time off between shifts, rotations and the ability to meet the operational needs of the Home.

This Letter of Understanding expires March 31, 2020.

Dated at Cayuga, Ontario, this 29th day of April, 2021.

**FOR THE EMPLOYER**

**FOR THE UNION**

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Labour Relations Officer  
  
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## LETTER OF UNDERSTANDING

Between **THE CORPORATION OF HALDIMAND COUNTY**  
**(GRANDVIEW LODGE)**  
 (hereinafter called the "Employer")

and

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

RE: Article 25.08 Qualifying for Benefits

The Parties agree that a Full-time Employee who reached the age of 65 years, upto and including 70 years, who would otherwise be eligible for health and insured benefits under Article 25, will instead be eligible for:

1. Extended Health and Dental Care coverage identical to that provided to employees under Sunlife Contract #22487, or equivalent, referenced in Article 25.03 and 25.05. However, the parties acknowledge that an Employee who reaches the age of 65 is eligible for the Ontario Drug Benefit (ODB) Plan or any successor thereto. Any deductible and/or co-payment required under the ODB may be submitted to the Extended Health Plan for coverage.
2. A non-taxable life insurance benefit in the amount of \$10,000.00 payable to the Employee's estate or designate, in the event that the employee dies prior to termination or retirement.

For clarity, full-time employees who reach the age of 65 years will no longer be eligible for:

1. The Life and Accidental Death and Dismemberment referenced in Article 25.02;
2. Long Term Disability Insurance referenced in Article 25.04; and/or
3. Any other Optional/Dependant Life Insurance benefits, that would otherwise be provided or made available

With respect to pension plan contributions, the parties confirm that an employee who reaches the age of 65, may, at the discretion of OMERS administration guidelines, be eligible to continue enrollment in the OMERS pension plan. In such case, where the Employee is eligible or is required to continue participation, the parties agree to continue the corresponding Employee and Employer contributions, in accordance with OMERS pension plan guidelines.

For all other purposes, including sick leave provisions, the parties confirm that active employees over the age of 65 continue to be eligible for all terms and conditions of employment.

Finally, the parties acknowledge that all benefit entitlement, including those listed in this Letter of Understanding, shall end upon termination of employment, resignation or retirement.

Dated at Cayuga, Ontario, this 29th day of April, 2021.

**FOR THE EMPLOYER**

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**FOR THE UNION**

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Labour Relations Officer  
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## **SCHEDULE "A" - SALARY SCHEDULE**

### **Part-time Registered Nurses**

Hours Worked	Effective <u>01-Apr-20</u>	Effective <u>01-Apr-21</u>	Effective <u>01-Apr-22</u>
Start	\$33.81	\$34.40	\$35.00
1500	\$33.97	\$34.56	\$35.16
3000	\$34.53	\$35.13	\$35.74
4500	\$36.24	\$36.87	\$37.52
6000	\$37.95	\$38.61	\$39.29
7500	\$40.09	\$40.79	\$41.50
9000	\$42.25	\$42.99	\$43.74
10500	\$44.40	\$45.18	\$45.97
12000	\$47.57	\$48.40	\$49.25
37500	\$48.40	\$49.25	\$50.11

### **Full-time Registered Nurses**

	Effective <u>01-Apr-20</u>	Effective <u>01-Apr-21</u>	Effective <u>01-Apr-22</u>
Start	\$33.81	\$34.40	\$35.00
1 Year	\$33.97	\$34.56	\$35.16
2 Years	\$34.53	\$35.13	\$35.74
3 Years	\$36.24	\$36.87	\$37.52
4 Years	\$37.95	\$38.61	\$39.29
5 Years	\$40.09	\$40.79	\$41.50
6 Years	\$42.25	\$42.99	\$43.74
7 Years	\$44.40	\$45.18	\$45.97
8 Years	\$47.57	\$48.40	\$49.25
25 Years	\$48.40	\$49.25	\$50.11

**NOTE:**

1. A Temporary Class Nurse holding a temporary certificate of registration's entry level salary rate will be fifty dollars (\$50.00) less per month than that of a Registered Nurse. Furthermore, such Temporary Class Nurse in the employ of The Corporation of Haldimand County (Grandview Lodge), upon presenting proof of current certification by the College of Nurses of Ontario shall be given the entry level salary of a Registered Nurse and it will be retroactive to the date of successfully passing the certification examination or to the date of last hire, whichever is later.
2. All Part-time Nurses coming within the scope of this Agreement, who are not enrolled in the O.M.E.R.S. Pension Plan, shall receive thirteen (13%) percent per hour, for each hour worked, in lieu of a sick leave and health and welfare benefits.

For Part-time Nurses coming within the scope of this Agreement, who are enrolled in the O.M.E.R.S. Pension Plan, the percent in lieu of benefits will be nine (9%) percent.

3. Recognition of Experience

An allowance as recognition of relevant past service in Nursing shall be given a newly hired Registered Nurse on the basis of one (1) year of such relevant experience as a Full-time Registered Nurse or fifteen hundred (1500) hours worked as a Part-time Registered Nurse shall equal one (1) step past Start Rate on the Salary Schedule.

Dated at Cayuga, Ontario, this 29th day of April, 2021.

**FOR THE EMPLOYER**

**FOR THE UNION**

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Labour Relations Officer  
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**SCHEDULE 'B'**

**CHAIRPERSONS - NURSING ASSESSMENT COMMITTEE HOMES FOR THE AGED**

The Parties agree to meet to discuss the following Independent Assessment Committee Chairpersons. The Parties agree to revise and update the list to ensure that an adequate number of Chairpersons are available.