

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2023-39

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN (Dufferin Oaks Long Term Care Home) AND THE ONTARIO NURSES' ASSOCIATION (ONA). (Collective Agreement)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the Agreement between the Corporation of the County of Dufferin and the Ontario Nurses' Association, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 13th day of July, 2023.

Original signed by:

Wade Mills, Warden



Michelle Dunne, Clerk

For a complete copy of the agreement, please contact the Clerk's department.

COLLECTIVE AGREEMENT

BETWEEN:

DUFFERIN OAKS LONG TERM CARE HOME
(hereinafter referred to as the "Employer")

AND:

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

Expiry: March 31, 2023

DUFFE02.C23

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	2
ARTICLE 2 – RECOGNITION	2
ARTICLE 3 - MANAGEMENT FUNCTIONS	3
ARTICLE 4 - NO DISCRIMINATION	4
ARTICLE 5 - NO STRIKES AND LOCKOUTS	4
ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES	4
ARTICLE 7 - UNION SECURITY	6
ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE	7
ARTICLE 9 – SENIORITY	10
ARTICLE 10 - EMPLOYEE FILES	14
ARTICLE 11 - LEAVE OF ABSENCE	15
ARTICLE 12 - PAID HOLIDAYS	20
ARTICLE 13 – VACATIONS	22
ARTICLE 14 - ILLNESS ALLOWANCE	23
ARTICLE 15 - HOURS OF WORK	26
ARTICLE 16 - BENEFIT PLANS	31
ARTICLE 17 – MISCELLANEOUS	34
ARTICLE 18 – SCHEDULES	36
ARTICLE 19 - PROFESSIONAL RESPONSIBILITY	36
ARTICLE 20 - ORIENTATION AND INSERVICE	38
ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE	39
ARTICLE 22 - DURATION OF AGREEMENT	42
SCHEDULE "A"	43
CHAIRPERSONS - NURSING ASSESSMENT COMMITTEE	45
LETTER OF UNDERSTANDING	46
RE: MASK FIT TESTING	46
LETTER OF UNDERSTANDING	47
RE: EXTENDED TOURS	47
LETTER OF UNDERSTANDING	49
RE: JOB SHARING	49
LETTER OF UNDERSTANDING	51
RE: SCHEDULE A – RAI COORDINATION POSITION	51
LETTER OF UNDERSTANDING	52
RE: STAFFING	52
LETTER OF UNDERSTANDING	53
RE: TIME SHARING	53

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish by mutual agreement an orderly collective bargaining relationship and to provide for the prompt resolution of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all nurses within the bargaining unit.
- 1.02 It is recognized that the nurses wish to work together with the Employer to secure the best possible nursing care and health protection for residents.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by the Dufferin Oaks Long Term Care Home in Shelburne, Ontario, save and except Assistant Director of Care and persons above the rank of Assistant Director of Care.
- 2.02 The Employer recognizes the following categories of nurses:
- (a) A "full-time nurse" is a nurse who is regularly scheduled to work the normal full-time hours as defined in this Collective Agreement (Article 15.01).
 - (b) A "regular part-time nurse" is a nurse who regularly works less than the normal full-time hours as defined in this Collective Agreement, Article 15.01, and who offers to make a commitment to be available for work on a regular basis.
 - (c) A "casual part-time nurse" is a nurse who is called in to work on an interim or occasional basis, but does not work a regular schedule, or does so only for a specified period. Such nurse makes no commitment to the Employer to be available on a regular basis.
- 2.03 A Registered Nurse is defined as a nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Nursing Act.
- 2.04 A nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses of Ontario must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate. If the nurse fails to obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration she or he will be deemed to be not qualified for the position of registered nurse and hers or his employment will be terminated. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the Human Rights Code.

- 2.05 The word "nurses" when used throughout this Agreement shall mean persons included in the above-described bargaining unit.
- 2.06 (a) In order to protect the standard of nursing care, the Employer agrees that no one outside of the above-mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit except for the purpose of instruction, experimentation or in the event of an emergency situation. The above will not apply to special nurses employed by the residents.
- (b) The Home agrees that there will be at least one (1) Bargaining Unit Registered Nurse scheduled to be on duty at all times. The Employer undertakes to maintain the standard of nursing care required by Provincial Regulatory Authorities.
- 2.07 Whenever the feminine pronoun is used in this agreement, it includes the masculine and non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.

ARTICLE 3 - MANAGEMENT FUNCTIONS

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