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1996	96	03	31
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AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF THUNDER BAY

AND

THE ONTARIO NURSES' ASSOCIATION

FROM: JANUARY 1, 1993
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THIS AGREEMENT made and entered into this day of 1993.

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY

hereinafter referred to as the "Corporation"

OF THE FIRST PART

AND

THE ONTARIO NURSES' ASSOCIATION

hereinafter referred to as the "ASSOCIATION"

OF THE SECOND PART

Article I - Recognition

- 1.01 The Corporation recognizes the Association as **the** bargaining agent of all registered and graduate nurses employed by the Corporation of the City of Thunder Bay in its Homes for the Aged, known as Grandview Lodge, Dawson Court and Pioneer Ridge, except Nursing Unit Supervisor and persons above the rank of Nursing Unit Supervisor.

Article II - Interpretation

- 2.01 For the purposes of interpretation of this Agreement, the feminine gender shall mean and include the masculine gender and similarly the singular shall include the plural and vice versa as applicable.
- 2.02 "Registered Nurse" is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act, 1974, and any amendments thereto.

Article II - Interpretation - Continued

- 2.03 “Graduate Nurse” is defined as a nurse with registration incomplete who is a graduate of a program acceptable to The College of Nurses of Ontario and who is in the process of being registered by The College of Nurses of Ontario.
- 2.04 “Nurse” shall mean both registered nurse and graduate nurse unless indicated otherwise.
- 2.05 “Tour” is synonymous with the word “shift” and shall be defined as seven and one-half (7 1/2) consecutive hours worked in an twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period.
- 2.06 “Manager” shall mean the Manager of the City of Thunder Bay Homes for the Aged.
- 2.07 “Arbitration Board” shall include a single arbitrator selected by the Employer and the Association.
- 2.08 “Full-time Nurse” shall include those nurses who customarily work an average of five (5) tours per week.
- 2.09 “Regular Part-Time Nurse” shall include those nurses who have made a commitment to work on a pre-determined schedule of less than an average of five (5) tours per week.
- 2.10 “Casual Part-Time Nurse” shall include those nurses who work on a “call”, “short notice basis” or “short term replacement basis”, whose employment may vary in length from day to day and week to week but whose pay for any one (1) day shall not be less than four (4) hours.

Article III - Relationship

- 3.01 The parties hereto agree that any nurse of the Corporation covered by this Agreement may become a member of the Association if she wishes to do so and may refrain from becoming a member of the Association if she so desires.
- 3.02 a) The Corporation and the Association agree that there will be no intimidation, discrimination, interference, restraint, harassment, sexual harassment or coercion exercised or practiced by either of them or by any of their representatives or members because of a nurse's membership or non-membership in the Association or because of her activity or lack of activity in the Association.
- b) A nurse who believes that her rights with respect to Article 3.02 (a) above, or the Human Rights Code of Ontario, have been violated by the employer, may file a grievance under Article 8 of this agreement.
- 3.03 It is agreed that the Association and the nurses will not engage in Association activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of the Manager of the Homes for the Aged.
- 3.04 There will be no discrimination on the part of the Corporation or the Association by reason of race, creed, colour, age, marital status, sex, sexual preference, nationality, ancestry, place of origin or residence.

Article IV - Check Off - Association Security

- 4.01 The Corporation shall deduct from the first pay cheque that each nurse receives each month in respect of salary, the monthly union dues for that month in accordance with the directive from the Provincial Secretary-Treasurer of the Association, respecting the quantum of union dues. Such

Article IV - Check Off - Association Security - Continued

deductions will commence in the month immediately following the date of hiring.

- 4.02 The Corporation shall remit to the Provincial Secretary-Treasurer of the Association once each month the Association dues or the equivalent thereof so deducted along with a list of the names, addresses, and social insurance numbers of those nurses from whom the dues have been deducted, as well as a list of those nurses who are on a leave of absence or who have terminated. The Association shall hold the Corporation harmless with respect to all dues or the equivalent thereof so deducted and remitted with respect to any liability which the Corporation might incur as a result of such deductions.
- 4.03 The Corporation shall provide each nurse with a statement of dues deductions for income tax purposes (T-4 Supplementary Slip).
- 4.04 An officer of the Association or a nurse representative shall be allowed a period of time up to thirty (30) minutes within regular working hours to interview newly employed nurses and to discuss the duties and benefits of Association membership and to give out membership forms and other relevant Association material. Nurses will be allowed to join the Association during this time.
- 4.05 A copy of this contract in booklet form will be issued by the Corporation to all nurses now employed and as employed, and the cost of printing the Collective Agreement will be shared equally by the Corporation and the local Association.

Article V - No Strikes or Lock-Outs

5.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Association agrees that, during the life of this Agreement, there will be no strike, and the Corporation agrees that there will be no lockout. The meaning of the words "strike" and "lock-out" shall be as defined in the Labour Relations Act, R.S.O. 1970, Chapter 232 as amended.

Article VI - Reservation of Management Rights

6.01 The Association recognizes and acknowledges that the management of the operations and direction of the working force of the Homes are fixed exclusively in the Corporation and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Corporation:

- (a) to manage and operate its establishments in all respects; to determine the kinds, location and number of Corporation's establishments, the services to be rendered, the methods, the work procedures; the kinds and locations of machines, tools, instruments and the equipment to be used; to select, control and direct the use of all materials and facilities required in the operation of the Corporation's establishments; to schedule the work and services to be performed and provided; and to make, alter and enforce regulations governing the use of all materials, facilities and services as may be deemed necessary in the interest of the safety and well-being of the residents and the public.
- (b) to maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the nurses.

Article VI - Reservation of Management Rights - Continued

- (c) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses; to assign nurses to tours and to increase and decrease the working forces, providing that a claim by any nurse of discriminatory retirement, transfer, demotion, discipline or suspension, or a claim by any nurse that has been disciplined, suspended or discharged without just cause may become the subject of a grievance and may be dealt with as hereinafter provided.

6.02 It is agreed and understood that these rights shall be exercised in a reasonable manner not inconsistent with the provisions of this agreement.

Article VII - Association Representation

7.01 The Corporation agrees to recognize the following representatives of the Association:

- (a) a Negotiating Committee of not more than three (3) nurses. The Corporation agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Corporation for a renewal agreement up to, but not including, Arbitration.
- (b) a Grievance Committee of not more than three (3) nurses.
- (c) a Nursing Committee of not more than three (3) nurses whose purpose shall be to discuss with Management, matters of concern to either party.

7.02 The Negotiating Committee shall have the right to have the assistance of a representative of the Ontario Nurses' Association.

7.03 The Grievance Committee shall have the right to have the assistance of a representative of the Ontario Nurses' Association.

Article VII - Association Representation - Continued

7.04 The Association acknowledges that Committee members have regular duties which must be performed on behalf of the Corporation and that all absences from regular duties to attend Grievance or Committee meetings must be authorized by the Corporation. Such permission will not be withheld unreasonably.

In accordance with this understanding and provided the time is kept at a minimum, the Corporation will pay Committee members for such time when it is spent during the nurse's scheduled working hours.

7.05 (a) The Home and the Association agree to abide by and follow the provisions of the Occupational Health and Safety Act, and a member of the Association or an alternate, from each Home, will be on the Occupational Health & Safety Committee for that Home.

(b) All time spent by a member of the Health & Safety Committee attending meetings of the Committee and carrying out her duties shall be deemed to be work time for which she shall be paid by her Employer at her regular or premium rate as may be proper and she shall be entitled to such time from her work as is necessary.

7.06 The Home agrees to give representatives of the Ontario Nurses' Association access to the premises of the Home for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Manager or his designate. Such representatives shall have access to the premises only with the approval of the Manager, or his designate, which will not be unreasonably withheld.

Article VIII - Grievance and Arbitration Procedure

- 8.01 The parties of this Agreement are agreed that it is of the utmost importance to adjust its complaints and grievances as quickly as possible.
- 8.02 Within the terms of this Agreement, a grievance shall be defined as a difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement.
- 8.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows. However, no grievance shall be considered where circumstances giving rise to it have occurred or were brought to the attention of the nurse more than nine (9) calendar days before the filing of the grievance.

Step No. 1

A nurse having a grievance shall first take the grievance up with the nurse's immediate Assistant Coordinator Nursing Services or her designate who shall attempt to adjust it. Any nurse may request the immediate Assistant Coordinator Nursing Services or her designate to call a representative of the Grievance Committee to handle a specified grievance, and, if such request is made, the Assistant Coordinator Nursing Services or her designate shall send for the representative without undue delay for further discussion of the grievance. If the grievance is not adjusted by the immediate Assistant Coordinator Nursing Services or her designate within nine (9) calendar days, it shall be reduced to writing within a further nine (9) calendar days and signed by the nurse involved, and one (1) copy shall be given to the immediate Assistant Coordinator Nursing Services or her designate. The immediate Assistant Coordinator Nursing Services or her designate shall give her reply in writing to the nurse not later than nine (9) calendar days following the receipt of the written grievance.

Article VIII - Grievance and Arbitration Procedure - Continued

Step No. 2

If the grievance is not adjusted by the immediate Assistant Coordinator Nursing Services or her designate, an appeal may be lodged by the nurse within nine (9) calendar days thereafter to the Facility Manager or his designate. A representative of the Grievance Committee may be given an opportunity to discuss the grievance with the Facility Manager or his designate with or without the nurse concerned being present. The Facility Manager or his designate shall give her decision in writing to the nurse or to such representative not later than nine (9) calendar days following the presentation to her of the written grievance.

Step No. 3

If the written decision of the Facility Manager or his designate is not satisfactory to the nurse, the Grievance Committee may within nine (9) calendar days thereafter appeal in writing to the General Manager of Community Services or his designate. A meeting will then be held within ten (10) days between the General Manager of Community Services or his designate and the Grievance Committee and the Employment Relations Officer with or without the nurse concerned being present. The General Manager of Community Services or his designate shall give his decision in writing to the Chairperson of the Grievance Committee with a copy to the ONA Employment Relations Officer not later than ten (10) working days following the date of such meeting.

8.04 Either the Corporation or the Association may require the nurse or a member of the group of nurses involved in the grievance being appealed, to be present at such meetings.

8.05 Written, signed grievances shall contain a clear and concise statement concerning the alleged grievance, the people involved and the relief sought, and the article(s) of the Agreement allegedly violated.

Article VIII - Grievance and Arbitration Procedure - Continued

A grievance shall be returned to the nurse if it fails to comply with these requirements, and the nurse shall have an additional nine (9) calendar days to refile the grievance in conformity with this section.

8.06 A policy or group grievance, to which an individual nurse cannot grieve, may be lodged in writing at Step No. 3 of the Grievance Procedure at any time within nine (9) calendar days after the circumstances giving rise to it had occurred or was brought to the attention of the Association, and if it is not satisfactorily settled, it may be processed to arbitration in the same manner and to the same extent as the grievance of a nurse.

8.07 Group Grievance

Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing to the Nursing Services Coordinator at Step No. 2 within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance,

8.08 The time limits fixed in the grievance procedure may be extended in writing with the consent of the parties to this Agreement.

8.09 (a) Should any grievance fail to be satisfactorily settled under the foregoing procedure, either party may within ten (10) working days following receipt of the answer from the General Manager of Community Services or his designate, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

Article VIII - Grievance and Arbitration Procedure - Continued

- (b) If no written request for arbitration is received within ten (10) days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within eight (8) days after the decision under Step No. 3, it will be deemed to have been received within the time limits.
- (c) When either party requests any matter may be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. The two (2) nominees shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairperson.
- (d) If either party fails to make the required appointments within the time designated, either or both parties may request the Minister of Labour of the Province of Ontario to fill the vacancies.
- (e) No person may act as an Arbitrator who has been involved in attempts to negotiate or settle the grievance.
- (9)** The Arbitration Board shall hear and determine the difference 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 a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.
- (g) If the grievance is not referred to Arbitration within the said period, the grievance will be conclusively deemed to have been finally abandoned.

Article VIII - Grievance and Arbitration Procedure - Continued

- 8.10 The Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, shall be arbitrable.
- 8.1 ■ The Association and the Corporation shall each be responsible for the fees and expenses of its own nominee and one-half of the fees and expenses of the Chairperson.
- 8.12 The Arbitration shall be heard at Thunder Bay, Ontario, or at such other places as may be agreed upon by the Association and the Corporation.
- 8.13 A claim by a nurse who has completed the probationary period that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the nurse at Step No. 3 within five (5) days after the nurse ceases to work for the Homes. Such grievances shall be taken up at a special meeting with the Association Grievance Committee.
- 8.14 A discharge grievance may be settled by confirming the Corporation's action in dismissing the nurse or by reinstatement with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.
- 8.15 When formal discipline, including discharge, is administered, an Association Representative shall be in attendance.
- 8.16 Any grievance instituted by the Corporation may be referred in writing to the Association within ten (10) working days of the occurrence of the

Article VIII - Grievance and Arbitration Procedure - Continued

circumstances giving rise to the grievance and the Association Grievance Committee shall meet within ten (10) working days thereafter with management to consider the grievance. If final settlement of the grievance is not completed within ten (10) working days of such meeting, the grievance may be referred by either party to a Board of Arbitration as provided for in Article 8, Clause 8.09 (a) at any time within ten (10) working days thereafter.

- 8.17 Time limits shall be computed by excluding Saturdays, Sundays, holidays and the grievor's regular days off. Failure of the Association to meet its time limits will cause the grievance to expire and it shall not be made the subject of a further grievance. Failure of the Corporation to meet its time limits shall permit the grievor to take the grievance to the next succeeding step, within ten (10) working days after the expiration of the said time limit.

Article IX - Probationary Period and Seniority

- 9.01 Every nurse newly employed shall be on probation until she has completed four hundred and fifty (450) hours of work with the Corporation. With the written consent of the Nursing Unit Supervisor, nurse, President of the Local Association or her designate, and an Association representative such probationary period may be extended.

Periodic progress evaluations will be given as per Corporate Policy. Where the Corporation requests an extension of the probationary period, it will provide notice to the Association at least seven (7) calendar days prior to the expected date of expiration of the initial probation period. Such extended probation period will not exceed sixty (60) tours of work.

Article IX - Probationary Period and Seniority - Continued

Seniority shall be effective the first tour worked in her last date of hire with the Corporation. The lay-off, termination or discharge of a probationary nurse will not be made the subject of a grievance.

- 9.02 Separate full-time and part-time Nurse's seniority lists showing institutional seniority shall be posted by the Corporation by February 1 and October 1 of each year. Institutional seniority is defined as length of service in the Homes for the Aged from date of employment converted to number of days.

A copy of the current seniority lists will be provided to the President of the Local Association, or her designate, at the same time as they are posted.

- 9.03 Seniority shall be retained and accumulated under the following circumstances.

- i) when absent from work due to authorized leave of absence;
- ii) when absent on authorized sick leave;
- iii) when absent and in receipt of Workers' Compensation;
- iv) when absent on vacation or on Statutory Holidays;
- v) when absent from work due to layoff;
- vi) when at work for the Corporation.

- 9.04 All seniority, sick leave and vacation credits earned under this Collective Agreement shall be retained by and transferred with the nurse if she transfers from part-time to full-time and vice versa. Part-time nurses transferring to full-time status will be subject to the eligibility provision set forth in Article 15.

Vacation pay will be pro-rated if a nurse transfers from part-time to full-time to the extent that eight percent (8%) has already been paid subject to the vacation pay provision of the Collective Agreement, Article 15.

Article IX - Probationary Period and Seniority - Continued

9.05 A layoff of nurses both full-time and part-time as may be warranted shall be made on the basis of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off.

Nurses shall be recalled in the order of seniority, unless otherwise agreed between the Home and local Association, provided that the nurse is qualified to perform the available work.

Notice of layoff will be no less than that provided by the Employment Standards Act.

9.06 The Employer agrees that no one outside the above mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit except:

- a) the purpose of instruction or experimentation; or,
- b) in the event of an emergency; or
- c) work normally performed by employees outside the bargaining unit.

9.07 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her written views to such evaluation prior to it being placed in her file.

If an employee is absent at the time of evaluation, the evaluation will be placed in the file and reviewed with the employee as per the above when the employee returns to work.

It is understood that such evaluations do not constitute disciplinary action by the Home against the employee, but are considered part of the employee's work record.

Article IX - Probationary Period and Seniority - Continued

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

Article X - Termination of Service

10.01 Continuity of service shall be considered broken and employment terminated when:

- a) a nurse retires, resigns or is discharged and such discharge is not reversed through the grievance and arbitration procedure;
- b) a nurse is absent from work without providing a satisfactory reason or without the consent of the Corporation;
- c) a nurse fails to report for work at the termination of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- d) a nurse is absent for eighteen (18) months because of layoff;
- e) if a nurse is terminated due to extended absence due to illness, injury or disability, it is understood that such may be reviewed as a grievance in accordance with Article 8 of this agreement where the termination is alleged to be discriminatory or without cause.

10.02 Every nurse shall give at least two (2) weeks notice of termination.

10.03 The Corporation may compulsorily retire a nurse in accordance with the By-Law covering the Ontario Municipal Employees Retirement System Plan.

Article XI - Vacancies and Job Postings

11.01 a) All new positions and vacancies within the bargaining unit shall be posted on the bulletin boards for a minimum of seven (7) calendar days. Nurses from the bargaining unit will be allowed to make written application during that period for the position to the Human Resources Department.

Article XI -Vacancies and Job Postings - Continued

- b) A nurse may make a written request for transfer to another unit, Home, or scheduled slot by advising the Corporation and filing a request form indicating her name, present work location and requested work location. A request for transfer shall become active as of the date it is received. Such request shall be considered applications for such positions or vacancies.

In no event will the Corporation's right to transfer nursing staff be used to circumvent the job posting provisions of this Agreement.

- c) Following completion of the job posting process, the Corporation will post the name of the successful applicant and provide a copy to the local Association.

11.02 In the filling of vacancies, the following factors shall be considered:

- a) Current: ability, experience, qualifications and performance;
- b) Seniority.

Where such qualifications of the nurses involved are relatively equal, then factor (b) will govern.

11.03 a) Nurses appointed to new classifications shall serve a Probationary/Trial Period of sixty (60) working days during which time she may return, or be returned at Management's discretion to her previous position and salary rate without loss of seniority or benefits.

- b) Any other nurse(s) who is affected by the operation of Clause 11.03 (a) may also be returned to her former position and salary rate without loss of seniority or benefits.

11.04 Temporary vacancies which are not expected to exceed sixty (60) working days if they are to be filled, will be filled by nurses in the bargaining unit who are willing and qualified to perform the work in question on the basis of

Article XI - Vacancies and Job Postings - Continued

seniority prior to utilizing non-bargaining unit nurses including those supplied to the Employer by an Agency or Registry.

A part-time nurse filling a temporary full-time position will be treated as a part-time nurse and will receive the benefits accorded part-time nurses within the collective agreement.

Article XII - Uniforms and Duty Shoes

12.01 The Corporation will reimburse each full-time nurse, for the purchase of colour coordinates, up to a maximum of fifty dollars (\$50.00) after each one hundred and thirty (130) tours of duty upon presentation of a receipt of purchase.

The Corporation will reimburse each part-time nurse, for the purchase of colour coordinates, up to maximum of fifty dollars (\$50.00) after each one hundred (100) tours of duty upon presentation of a receipt of purchase.

Article XIII - Hours of Work and Overtime

13.01 a) The normal daily tour shall be seven and one-half (7 1/2) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one half (1/2) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting that 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.

b) Work performed in excess of seven and one-half (7 1/2) hours per day or seventy-five (75) hours bi-weekly will be counted as overtime and will be

Article XIII - Hours of Work and Overtime - Continued

paid for at the rate of time and one-half (1 1/2) of the nurse's regular hourly earnings.

- c) Where a nurse either (1) notifies her supervisor that she has been unable to take the normal lunch break as a result of the requirement of providing immediate resident care, or (2) is directed by her supervisor to forego her meal break, such nurse shall be paid at time and one-half (1 1/2) her regular straight time rate for all hours worked in excess of her normal daily tour.
- d) Tour schedules and days off will be posted at least two (2) weeks in advance. Changes made by the employer after the posting of schedules shall be communicated to the nurses concerned whenever possible.
- e) Any nurse who arrives up to one (1) hour after the commencement of a tour because of being called in to work with less than two (2) hours notice shall be compensated for the full tour providing the nurse completed the tour.
- f) Normally, two (2) consecutive days off will be scheduled during each work week, however, schedules may be agreed upon to provide for more than five (5) consecutive days of work without days off as long as four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual consent.
- g) Request for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty.

In any event, it is understood that such a tour of duty, initiated by the nurse and approved by the Corporation shall not result in overtime compensation or payment.

Article XIII - Hours of Work and Overtime - Continued

- h) The Corporation will endeavour where practical to schedule each nurse at least one (1) weekend off in two (2) unless other wise agreed upon between the Nursing Unit Supervisor and the nurse concerned.

A nurse will receive premium pay of one and one-half (1 1/2) times her regular straight time hourly rate for all hours worked on a second consecutive and any subsequent consecutive weekend, save and except where:

- i) any such weekend is worked by the nurse to satisfy specific days off requested by that nurse; or,
 - ii) such nurse has requested weekend work; or,
 - iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- i) A period of at least sixteen (16) hours off shall be scheduled between a change of tours. Split tours will not be scheduled.
- j) These scheduling regulations may be waived between December 15th and January 15th, so that all nurses will receive four (4) or more consecutive days off at either Christmas or New Years.

In complying with the terms of 13.01 (h) and (j), the Homes will not incur any penalties associated with any other scheduling provision under Article 13 during the period of December 15th and January 15th.

Each employee shall advise her Nursing Unit Supervisor in writing by the 31st of October as to her preference for off duty time either on Christmas Day or New Year's Day. Seniority shall prevail. The Employer will endeavour to schedule at least four (4) consecutive days off at either Christmas or New Years except in areas where nurses work Monday to Friday and are not normally scheduled to work on paid holidays. The

Article XIII - Hours of Work and Overtime - Continued

Homes will endeavour to post the off duty time schedule referred to above on each unit by December 1st.

- k) Nurses must be available to work days/evenings, or days/nights as regularly scheduled.
 - l) Charge Nurses shall be scheduled off every weekend.
 - m) The Corporation will continue its present practice of scheduling vacations and statutory holidays according to seniority, however, both parties agree that Charge Nurses will compete for vacations and statutory holidays by seniority between each other. Other staff nurses will compete for vacations and statutory holidays by seniority between each other.
 - n) A nurse who works an unscheduled second consecutive full tour shall be entitled to the normal unpaid meal period for the second tour, but shall be provided at the time of meal period with a meal or four dollars (\$4.00) if the Home is unable to provide a meal. Other nurses required to work more than *two* (2) hours of unscheduled overtime on the same day that they have worked a full tour shall, after the two (2) hours, receive a one-half (1/2) hour unpaid meal period and shall be provided with a meal or four dollars (\$4.00) if the Home is unable to provide a meal.
- 13.02 During Daylight Savings time changeovers, actual hours worked will be paid at straight time rates. (i.e. paid eight and one-half (8 1/2) hours for eight and one-half (8 1/2) hours worked; paid six and one-half (6 1/2) hours for six and one-half (6 1/2) hours worked).
- 13.03 Work scheduled by the Corporation to which a premium is attached shall be paid at one and one-half time (1 1/2) the nurse's regular straight time hourly rate or as otherwise provided.

Article XIII - Hours of Work and Overtime - Continued

13.04 Where a nurse is required to work on a paid holiday or an overtime tour or on a tour that is paid at the rate of time and one-half (1 1/2X) her regular straight time hourly rate as a result of Clause 13.03 above and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) she shall receive two times (2 X) her regular straight time hourly rate for such additional hours worked.

13.05 When a full-time nurse has completed her regularly scheduled tour and left the Home, and

- a) returns to work at the Home's request within twenty-four (24) hours of the commencement of her last tour,
- b) is ordered to come in, or
- c) goes in for a part tour,

she will be paid one and one-half times (1 1/2X) her regular straight time hourly rate for all hours worked except to the extent where such work overlaps into her regular scheduled shift. In such a case, she will be paid one and one-half times (1 1/2X) her straight time hourly rate for actual hours worked up to the commencement of said shift.

13.06 a) Effective January 1, 1990

A nurse shall be paid a weekend premium of forty-five cents (\$.45) per hour for each hour worked between 2345 hours Friday and 2345 hours Sunday.

If a nurse is receiving premium pay under Article XIII, Clause 13.01, she shall not receive weekend premium under this provision.

Article XIII - Hours of Work and Overtime - Continued

b) Effective January 1, 1992

A nurse shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 2345 hours Friday and 2345 hours Sunday.

If a nurse is receiving premium pay under Article 13, Clause 13.01, she shall not receive weekend premium under this provision.

13.07 A regular part-time Registered Nurse is a Registered Nurse who makes a commitment to the Corporation to be available to work on a regular predetermined basis as follows:

- a) for eight (8) shifts in each four **(4)** week rotation; and,
- b) at least one (1) weekend every *two* (2) weeks; and,
- c) over either the Christmas or New Years holiday period; and,
- d) year round except for authorized leaves or vacation.

The commitment that a regular part-time nurse must make as specified herein is not a guarantee that the nurse will be scheduled by the Corporation to work according to this commitment. When there is not enough work available to meet employee commitments, the work available will be offered to qualified regular part-time nurses on the basis of seniority, up to their commitment.

Qualified regular part-time nurses in the bargaining unit will be prescheduled by seniority on a four (4) week master rotation. The four (4) week master rotation will indicate the basic scheduled tours of duty for employees, such tours subject to periodic change as required. Scheduled work changes to the master rotation will be made at least two **(2)** weeks in advance, wherever possible. Also, wherever possible, greater advance notice of a change will be communicated to the nurse(s).

Article XIII - Hours of Work and Overtime - Continued

Extra shifts will be offered on the following basis:

- a) to those building specific qualified regular part-time nurses who have not been prescheduled up to their commitment; then,
- b) qualified regular part-time nurses in the bargaining unit, starting with the most senior, who have submitted their availability to work additional shifts; then,
- c) to laid off regular part-time nurses who are eligible to be recalled to a regular part-time slot: then,
- d) to casual nurses.

Notwithstanding the above, all offers of shifts are subject to the following:

- a) regular part-time nurses must indicate their commitment to be available for work or extra shifts in a manner prescribed by the Corporation; and,
- b) a shift will be deemed to have been offered whenever a call is placed; and,
- c) the Corporation shall not be required to offer any shifts which would result in overtime rates being paid; and,
- d) regular part-time nurses may indicate their availability to work extra shifts, beyond their commitment, at more than one Home.

Article XIV - Paid Holidays

14.01 The following paid holidays will be recognized for all nurses:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day (December 26)
Civic Holiday (1st Monday in August)	Heritage Day (if proclaimed by the Federal Government)

Article XIV - Paid Holidays - Continued

- 14.02 a) A full-time nurse who works her scheduled day immediately prior to and following the holiday and who works on any of the holidays listed in Article 14, Clause 14.01 above shall be paid time and one-half (1 1/2) for such work and shall be granted a day off with pay at a time agreed upon between the parties, or in lieu thereof paid an equivalent of double and one-half (2 1/2) times if requested and at the discretion of Management.
- b) A regular part-time nurse who works her last scheduled tour which falls within the previous pay period immediately prior to the pay period in which the holiday occurs and the first scheduled tour which falls within the subsequent pay period immediately following the pay period in which the holiday occurs shall receive her regular pay for the day, and if she is required to work on such holiday shall be paid time and one-half (1 1/2) for such work.
- c) A casual part-time nurse shall be paid two and one-half (2 1/2) times her regular rate of pay if she works on any of the paid holidays listed in Article 14, Clause 14.01.
- 14.03 A nurse who is absent on a holiday after being posted to work forfeits all pay for the day unless the nurse presents to the Corporation proof of illness or non-occupational accident rendering her unable to perform her regular duties, in which case her absence from work will be treated as sick leave.
- 14.04 If a Paid Holiday occurs during a nurse's vacation period or on a scheduled day off, the nurse will receive an additional day off with pay.
- 14.05 Each full-time nurse who has completed her probationary period shall be entitled to one (1) additional floating holiday with regular pay. The floating holiday may not be taken during the period of June 1st to September 30th

Article XIV - Paid Holidays - Continued

of any year. If the third Monday in February is proclaimed by the federal or provincial governments as heritage day or another named day, the float holiday will take its place on that day.

Article XV - Vacations

- 15.01 Vacations with pay shall be granted to all full-time nurses on the following basis:
- a) Nurses who have completed less than one (1) year of continuous service as of December 31, shall be entitled to a vacation on the basis of 1.67 days for each completed month of service with pay in the amount of eight percent (8%) of gross earnings.
 - b) Full-time nurses with one (1) year or more of continuous service will be entitled to receive four (4) weeks vacation with pay, and after 16 years or more of continuous service will be entitled to receive five (5) weeks vacation with pay.
 - c) Full-time nurses with twenty-five (25) years or more of continuous service shall be entitled to receive six (6) weeks vacation with pay.
- 15.02 a) All part-time nurses who have completed less than one (1) year of continuous service as of December 31, shall be entitled to a vacation without pay, on the basis of 1.67 days for each completed month of service.
- b) All part-time nurses with one (1) year or more of continuous service will be entitled to receive four (4) weeks vacation without pay, and after sixteen (16) or more years of continuous service will be entitled to receive five (5) weeks vacation without pay.
 - c) All part-time nurses with twenty-five (25) years or more of continuous service shall be entitled to receive six (6) weeks vacation without pay.

Article XV - Vacations - Continued

- d) **All** part-time nurses shall be entitled to vacation pay on the following basis and the amount so calculated shall be paid to the nurse each pay:

4 week entitlement or less	- 8% of gross earnings
5 week entitlement	- 10% of gross earnings
6 week entitlement	- 12% of gross earnings

15.03 **A** nurse who leaves the employ of the Homes for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation, it being understood and agreed that the nurse will provide at least two (2) weeks notice of termination.

15.04 Vacation request lists will be posted on each unit by February 1st.

15.05 Vacations will be granted according to seniority.

15.06 Selection of vacation time off will be made on the following basis:

- a) Nurses with twelve (12) years or more of seniority must select vacations by March 2nd;
- b) Nurses with eight (8) but less than twelve (12) years of seniority must select vacations by March 8th;
- c) Nurses with four **(4)** but less than eight (8) years of seniority must select vacations by March 16th;
- d) Nurses with *two* (2) but less than four **(4)** years of seniority must select vacations by March 24th;
- e) Nurses with less than two (2) years of seniority must select vacations by March 31st.

15.07 Once an employee has indicated a preferred vacation period, he/she may not then exercise seniority rights to change this stated period.

Article XV - Vacations - Continued

15.08 In order to calculate the appropriate amount of service for determining vacation entitlements, full-time service will be determined on the basis of the number of years and months worked, or a pro-rata amount thereof. To determine part-time service, the part-time nurses regular hours of work in the part-time classification will be divided by fifteen hundred (1500) hours to determine the number of years and months worked.

When a nurse changes status from full-time to part-time, or vice versa, service for vacation purposed will be determined by adding the years and months of service as a full-time employee with the years and months of service as a part-time employee.

Article XVI - Sick Leave

16.01 Sick leave means the period of time when a nurse is absent from work with pay due to sickness or accident rendering her unable to perform her regular duties as a nurse and not compensable under the Workers' Compensation Act.

16.02 a) The Employer shall be responsible to provide and fund a short-term and long-term disability plan know as HOODIP (or equivalent). Full details of the Plan will be available to each nurse as requested.

i) Short Term Disability (S.T.D.)

All full-time employees with three (3) months service or more are eligible for sick pay benefits which are one hundred percent (100%) Employer paid as follows:

Duration of Benefits

Benefits are payable for up to fifteen (15) weeks (seventy-five (75) working days) based on a normal five (5) day work week.

Article XVI - Sick Leave - Continued

Rate of Sick Pay

The amount of sick pay income is determined by the length of continuous service up to the first day of absence according to the following:

3 months to 1 year of service	- 66 2/3% of regular pay
1 year of service but less than 2 years	- 70% of regular pay
2 years of service but less than 3 years	- 80% of regular pay
3 years of service but less than 4 years	- 90% of regular pay
4 years of service or over	- 100% of regular pay

Waiting Period

There is no waiting period for the first three periods of total disability in a calendar year. No benefit is payable for the first two (2) days of absence for the fourth and subsequent periods of total disability in a calendar year. Notwithstanding the foregoing HOODIP provision, the Employer agrees to pay an amount equal to any loss of benefits for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

One (1) period of total disability may include more than one (1) absence, provided that such absences are from the same cause of total disability and are separated by a period of less than three (3) weeks.

Reinstatement of Benefits

When a nurse returns from an absence and works full-time continuously for three (3) weeks, her benefit period is reinstated in full. If a nurse's absence from work again due to total disability is not the same or a related cause or before she has completed three weeks of full-time employment, the balance of her original sick pay benefit will apply. However, if her subsequent absence is due to a

Article XVI - Sick Leave - Continued

different illness unrelated to the initial one, the full fifteen (15) week benefit period will apply even if the absence due to the second illness occurs within three (3) weeks following her return to work.

Proof of Disability

Proof of total disability satisfactory to your employer such as a doctor's certificate, is required if you are absent for three (3) days or more, and is subject to a periodic review thereafter. However, such proof may be required at any time in order for you to qualify for benefits.

Unemployment Insurance Benefits

Sick pay coverage from the 16th to 30th week of total disability is provided by the Unemployment Sick Pay Benefit available through your local Unemployment Insurance Commission office. The two (2) week waiting period under U.I.C. rules is waived.

ii) Long Term Disability (L.T.D.)

The Employer will pay seventy-five percent (75%) of the billed premium towards the coverage of eligible employees under the Long Term Disability (L.T.D.) portion of the plan. The employee will pay the balance of the billed premium through payroll deduction.

Effective Date of Insurance

The effective date of a nurse's L.T.D. insurance will be the day she has completed six (6) months of service providing she has been actively at work on a full-time basis for at least the seven (7) immediately preceding consecutive work days. If she was absent from work on this day, the effective date of her insurance will be the day she completed seven (7) consecutive working days following her return to work.

Article XVI - Sick Leave - Continued

Amount Payable

The amount a nurse will receive will vary with her service up to the first day of absence, according to the following schedule:

At least 6 months of service	- 65% of regular pay
20 - 29 years of service	- 70% of regular pay
30 or more years of service	- 75% of regular pay

less the amount of disability payments which are available to her under any other plan towards which her employer contributes, such as Workers' Compensation, Canada Pension Plan (primary benefit) or employer's pension plan. In any event, the minimum monthly payment is fifty dollars (\$50.00).

Corporation will abide by any change in benefits made by the OHA re: HOODIP or equivalent.

When Benefits are Payable

L.T.D. benefits are payable when a nurse has become totally disabled as a result of injury or illness and has remained totally disabled for thirty (30) weeks.

Benefits are payable until the employee ceases to be totally disabled, or reaches her sixty-fifth (65th) birthday, whichever occurs first. If an employee qualifies for L.T.D. after she reaches age sixty-four (64) and before age sixty-five (65), benefits will be payable for twelve (12) months or to the date of recovery if earlier.

"Total disability" and "totally Disabled" mean during the first one hundred and four (104) weeks a nurse is absent from work, she is unable to perform the regular duties pertaining to her occupation due

Article XVI - Sick Leave - Continued

to injury or illness and that she is not engaged in any gainful occupation. After one hundred and four (104) weeks, a nurse must be prevented, by injury or illness, from engaging in any gainful occupation for which she is or may become fitted by training, education or experience.

Recurrence of Disability

If you recover and return to full-time work, but within six (6) months the same disability recurs, Long Term Disability benefit payments will resume immediately. However, if you have worked for more than six (6) months or if you are disabled from an unrelated cause, the disability will be considered a new disability.

Rehabilitation Benefit

While a nurse is disabled and as her condition improves, she may be able to work part-time or take on a less demanding job as part of a rehabilitation program approved by the insurance carrier. During such rehabilitation, she will receive her regular monthly disability benefit less fifty percent (50%) of the monthly earnings she receives from rehabilitative employment.

Waiver of Premium

Premiums for this Plan will be waived during the period for which Long Term Disability Benefits are payable.

Exclusions

All total disabilities are covered provided that the nurse is under the care of medical doctor, except injury or illness resulting from commission by her of a criminal offense, engagement in an illegal occupation, willfully self-inflicted injury, or war.

Article XVI - Sick Leave - Continued

- b) Any dispute which may arise concerning a nurse's entitlement to S.T.D. or L.T.D. benefits may be subject to grievance and arbitration under the provisions of this agreement.
 - c) Part-time employees' present sick leave plan entitlements, if any, will be replaced by the modification to the percentage in lieu of fringe benefits set out in Article 16, except for the payout of sick leave credits referred to in Section (d) and (e) hereof.
 - d) The present payout provisions of the sick leave bank as contained in Article 16, Clause 16.02(b) of the 1981-83 collective agreement shall be maintained so that vested sick leave credits will be paid out in cash on termination or retirement. Employees whose credits have not become vested will be vested to their credit after five (5) years of continuous service.
 - e) A nurse leaving the employ of the Corporation after five (5) years or more of continuous service shall be eligible for fifty percent (50%) of any unused sick pay credits, or six (6) months pay, whichever is the less, in cash payable on termination or retirement.
 - f) Should a nurse become ill preceding her scheduled vacation period and should such illness continue into what would have been her vacation, all time may be considered sick leave and if so that vacation period shall be rescheduled to a later date, at a mutually agreeable time.
- 16.03 A nurse will not be entitled to Short-Term or Long-Term Sick Leave:
- a) during the period of lay-off or on leave of absence without pay,
- 16.04 For the purposes of transfer to the Short-Term portion of the disability plan, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of

Article XVI - Sick Leave - Continued

service. For the purpose of transfer to the Long-Term portion of the disability plan, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service, shall be deemed to have one (1) year of service.

Article XVII - Health and Welfare

17.01 It will be a condition of employment that every full-time nurse will enroll with the Ontario Health Insurance Plan for hospital and medical and in the Blue Cross Plan for semi-private ward coverage supplemented by Blue Cross Extended Health Care Benefits on the basis of \$15 - \$25 deductible, Blue Cross Dental Plan, and the Group Life Insurance Plan, subject to the terms of enrollment and waiting periods of the aforesaid plans unless the nurse is exempted by providing the Corporation with a duly completed form "Request for Exemption".

17.02 Every full-time (regular or probationary) nurse, as a condition of employment shall join the Ontario Municipal Employees Retirement System.

All others who meet the eligibility criteria as outlined in the Pension Benefits Act (PBA) will be given the option to join.

Effective December 16, 1992

Should a part-time employee join the pension plan, an amount equivalent to the employer's pension contribution shall be deducted from the percent in lieu of fringes.

17.03 The Corporation will contribute for full-time nurses as follows:

- a) to the benefit plans set forth in Article 17, Clause 17.01 above an amount equal to one hundred percent (100%) of the premium;
- b) to the Ontario Municipal Employed Retirement System Plan on such basis as may be from time to time determined by that Plan;

Article XVII - Health and Welfare - Continued

c) to the Group Life Insurance Plan for coverage of one and one-half times (1 1/2X) annual salary an amount equal to one hundred percent (100%) of the premium cost.

17.04 The Corporation will provide for full-time nurses Blue Cross Dental Plan Number 9 or its equivalent with the previous years O.D.A. schedule. The Corporation shall pay one hundred percent (100%) of the premium cost of the plan. Part-time employees may participate in this plan on payment of the full cost of the billed premium.

17.05 The Corporation will contribute seventy-five percent (75%) of the billed premium for eligible full-time nurses to the Vision Care Rider with a one hundred and twenty dollar (\$120.00) maximum, per person each twenty-four (24) months to cover the cost of eye glasses including frames, lenses, repairs and contact lenses by prescription of a medical doctor or optometrist but not the cost of an eye examination. Sun glasses or eye glasses for cosmetic purposes are not included in the rider.

17.06 The Corporation will provide OHIP, Semi-Private and EHC coverage, one hundred percent (100%) employer paid, to nurses who retire as per OMERS ninety (90) factor or at normal retirement age of sixty-five (65) provided the nurse is at least sixty (60) years of age. Benefits will be paid until the age at which the Province provides OHIP and prescription coverage.

17.07 For newly hired full-time nurses, coverage as set out in Article 17 shall be effective the first billing date in the month following the month in which the nurse was first employed subject to any enrollment or other requirement of the Plan. in no instance shall the first billing date for a nurse occur later than the first day of the fourth full month following the month in which the newly hired nurse was first employed.

Article XVII - Health and Welfare - Continued

- 17.08 a) The Corporation shall provide each nurse with information booklets outlining all of the current provisions in the benefit plans defined in Article 17, Clause 17.01, 17.05 and 17.06 inclusive. Upon request, the Corporation will make the plans available to the Association for inspection.
- b) The Corporation shall notify the Association of the name(s) of the carrier(s) which provide the benefit plans defined in Article 17, Clause 17.01, 17.05 and 17.06 inclusive. The Corporation shall also provide the Association with a copy of all current information booklets provided to the nurses.

Article XVIII - Leave of Absence

- 18.01 Written requests for a personal leave of absence exceeding thirty (30) calendar days without pay or benefits will be considered on an individual basis by the Manager or his designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. This leave is conditional on availability of staff.
- 18.02 a) Association Business - The Corporation will grant a leave of absence without pay to two (2) nurses at any one time selected or appointed by the Association (provided that this will involve not more than one (1) nurse from any area or division) to attend Association functions provided that the number of cumulative days in total in one (1) calendar year does not exceed seventy (70) working days off. Attendance at educational functions requested or required by the Corporation will not fall in this category. This leave is conditional on availability of staff.
- b) 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 as requested without loss of pay or benefits which shall be

Article XVIII - Leave of Absence - Continued

maintained by the Corporation. The Association agrees to reimburse the Corporation for the full cost of the pay and benefits. Leave of Absence under this provision shall be in addition to the Association leave provided in Article 18, Clause 18.02(a).

- c) Upon application in writing by the Association on behalf of the nurse to the Corporation, a leave of absence shall be granted to such nurse elected to the office of the President of the Ontario Nurses' Association for a period of up to two (2) years. There shall be no loss of service or seniority during such leave of absence. (During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Corporation and the Association agrees to reimburse the Corporation 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 Corporation of her intention to return to work at least two (2) weeks prior to date of such return.

18.03 If a nurse is required to serve as a juror in any court of law or required by subpoena to attend a court of law, or a hearing of the Discipline Committee of the College of Nurses, in connection with a case arising from her duties with the Corporation, she shall not lose her regular pay because of such attendance provided that she:

- a) notifies the Corporation immediately upon her notification that she will be required to attend court;
- b) presents proof of service requiring her attendance; and,
- c) promptly repays to the Corporation the amount (other than expenses) paid to her for such service or attendance.

18.04 The Corporation will grant up to three (3) days off with pay to provide for up to three (3) uninterrupted days of bereavement in the case of a bereavement involving members of the immediate family. The "immediate

Article XVIII - Leave of Absence - Continued

family” will be interpreted to be parent, spouse including a spouse of the same sex, child, sibling, grandchild, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law. An additional two (2) days leave with pay will be allowed as travelling time for attendance at a burial three hundred (300) miles or more beyond the City of Thunder Bay.

The Corporation may grant up to one (1) day leave with pay to attend a funeral except as provided for above, provided the nurse concerned notifies and obtains the approval of the Nursing Unit Supervisor.

18.05 The service requirements for pregnancy leave and parental leave shall be in accordance with the Employment Standards Act of Ontario.

Pregnancy leave is for a period of up to seventeen (17) weeks; parental leave is for a period of up to eighteen (18) weeks.

At least two (2) weeks prior to returning to work, a nurse on either leave shall advise the Corporation in writing of the date of the expected return to work. After such leave, to the extent possible, a nurse will be returned to her former position or equivalent,

During the period of pregnancy leave, the following salary provisions will apply:

- a) the Corporation will pay eighty percent (80%) of the nurse’s regular salary for the first two (2) weeks of the pregnancy leave;
- b) during the following fifteen (15) weeks of pregnancy leave, while the nurse is in receipt of U.I. benefits, the Corporation will pay the nurse an amount equal to the difference between eighty percent (80%) of their regular salary and the amount she receives from Unemployment Insurance.

Article XVIII - Leave of Absence - Continued

During an employee's pregnancy leave or parental leave, the Employer will continue to make the Employer's contributions for the pension plan, life insurance plan, accidental death plan, extended health care plan, dental plan and vision care plan, unless, where applicable, the nurse indicates she does not intend to pay the employee's contribution in which case the Employer will not be required to continue contributions and coverage will cease.

Seniority continues to accrue during pregnancy or parental leave.

18.06 Adoption Leave

- a) Where an employee with at least ten (10) months of continuous service qualifies to adopt a child, such employee shall, on request, be entitled to a leave of absence without pay for a period of up to seventeen (17) weeks duration or such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Such employee shall advise the Home as far in advance as possible of having qualified to adopt a child and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.

- b) An employee returning from Adoption Leave shall be reinstated in her or his former position held at the time of commencing such leave, or a comparable position if the original position is not available.

18.07 The Employer may grant a leave of absence without pay to a nurse for the purpose of attending professional meetings and conferences.

18.08 Leave without pay may be granted upon approval from the Nursing Services Coordinator to attend short courses, seminars and workshops related to employment at the Homes.

Article XVIII - Leave of Absence - Continued

Effective December 16, 1992, leave with pay may be granted upon approval from the Nursing Services Coordinator to attend short courses, seminars and workshops related to employment at the Homes.

18.09 Professional leave with pay will be granted to nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

18.10 Pre-Paid Leave Plan

Nurses must have two (2) calendar years employment with the Home before they make application for the pre-paid leave.

Effective September 1, 1989, the Corporation agrees to introduce a pre-paid 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) year's salary deferral.
- b) The nurse must make written application to the Assistant Coordinator Nursing Services or her designate 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) Four (4) nurses may be absent at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may

Article XVIII - Leave of Absence - Continued

- be agreed upon by the nurse, the local Association and the Corporation.
- d) Written applications will be reviewed by the Assistant Coordinator Nursing Services or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
 - e) During the four **(4)** years of salary deferral, twenty percent (20%) of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her 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 Corporation.
 - 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 Corporation and nurse.
 - h) **All** benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any Health and Welfare benefits in which she is participating. Contributions to OMERS 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.

Article XVIII - Leave of Absence - Continued

- i) A nurse may withdraw from the Plan at any time during the deferral portion provided three (3) months notice is given the Assistant Coordinator Nursing Services or her designate. 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 Corporation plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.

- k) The Corporation will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Corporation is unable to find a suitable replacement, it may postpone the leave. The Corporation 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 of withdrawing from the Plan and have the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.

- l) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.

- m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Corporation in order to authorize the Corporation to make the appropriate deductions from the nurse's pay. Such agreement will include:

Article XVIII - Leave of Absence - Continued

- a) A statement that the nurse is entering the pre-paid leave program in accordance with Article 18, Clause 18.11.
- b) The period of salary deferral and the leave period for which it is requested.
- c) The manner in which the deferred salary is to be held.

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

Article XIX - Professional Responsibility

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

- a)
 - i) Complain in writing to the Director of Nursing within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the MONA Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the MONA Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) Registered Nurses: one (1) chosen by the Corporation and one (1) chosen from a panel of four (4) independent Registered Nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent Registered Nurses shall act as Chairperson.

Article XIX - Professional Responsibility - Continued

- iii) The Assessment Committee shall conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what decisions it finds appropriate in the circumstances. The Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of its hearing.

- b)
 - i) The parties shall select a panel of four (4) independent Registered Nurses who are well respected within the profession. The members of the panel will be listed in alphabetical order and will be assigned in that order of rotation. Should the Chairperson who is scheduled to serve decline when requested or it becomes obvious that she would not be suitable due to connection with the Home or Community, the next person on the list will be approached to act as Chairperson. If a panel member is unable to sit within the time limits stipulated, the panel member next scheduled to sit will be appointed by the parties.

 - ii) Each party will bear the cost of its own nominee, and each 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.

 - iii) The Chairpersons for the Professional Responsibility Assessment Committee are:

C.J. Faulkner,	Myrtle Kutschke
D. Wylie	M.L. Peart

Article XX - Orientation and Inservice

20.01 a) Planned orientation of two (2) days on day shift, one (1) day on four to twelve (4 - 12) shift or one (1) day on twelve to eight (12 - 8) shift shall be provided and shall include adequate preparation to assume the role of Nurse-in-Charge on the two (2) tours of duty the nurse is normally scheduled to work.

“Adequate preparation” shall be defined as on the job experience under the direct supervision of an experienced Charge Nurse and shall not alter the current staffing pattern of the Home. This shall apply to both part-time and full-time employees.

b) There shall be an on-going inservice educational program which may include conferences and workshops designed to promote the nurses’ professional development providing such conferences and/or workshops meet with the approval of the Assistant Coordinator Nursing Services. Available programs will be publicized.

20.02 The delegation of Added Nursing Skills and Sanctioned Medical Arts (Special Procedures) to nurses shall be in accordance with guidelines established by the College of Nurses from time to time and any approved Corporation policy related thereto.

20.03 When a nurse is required by the Corporation to attend courses, she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.

Article XXI - Classification and Salary Ranges

21.01 Attached hereto and forming part of this Agreement is Schedule "A" setting forth classifications and salary ranges which shall remain in effect during the life of this agreement.

Article XXII - Duration and Termination of Agreement

22.01 This agreement shall remain in full force and effect from the 1st day of January, 1993 to the 31st of March, 1996, and shall continue in force from year to year thereafter, unless in any year not more than ninety (90) days before the date of its termination either party shall furnish the other with notice of termination of, or propose a revision to this Agreement.

IN WITNESS WHEREOF the parties have caused their names to be subscribed by their
duly authorized officers and representatives this 13th day of July 1993. 1998
MEB

FOR THE CORPORATION OF
THE CITY OF THUNDER BAY

Ker Boshoff
Mayor

M. Cherie Bakkida
Cuty Clerk

FOR THE ONTARIO NURSES'
ASSOCIATION

Jane P. Baccarone

Jane McAlister

B. Lynn

SCHEDULE "A"

CLASSIFICATIONS AND SALARY SCHEDULES

	<u>JANUARY 1, 1991</u>	<u>APRIL 1, 1991</u>	<u>APRIL 1, 1992</u>
<u>*CHARGE NURSE</u>			
Start	\$17.62	17.62	17.62
After 1 Year	18.55	18.55	18.55
After 2 Years	18.88	18.94	19.32
After 3 Years	19.49	19.83	20.37
After 4 Years	20.11	20.62	21.42
After 5 Years	20.70	21.42	22.50
After 6 Years	21.30	22.20	23.80
After 7 Years	21.91	22.97	25.10
After 8 Years	22.47	23.77	26.44
After 9 Years	23.03	24.57	27.78
<u>REGISTERED NURSE</u>			
Start	\$16.81	16.81	16.81
After 1 Year	17.71	17.71	17.71
After 2 Years	18.04	18.10	18.46
After 3 Years	18.64	18.97	19.49
After 4 Years	19.25	19.74	20.51
After 5 Years	19.82	20.51	21.54
After 6 Years	20.42	21.28	22.82
After 7 Years	21.03	22.05	24.10
After 8 Years	21.57	22.82	25.38
After 9 Years	22.11	23.59	26.67
<u>GRADUATE NURSE</u>			
Start	\$16.19	\$16.20	\$16.20
After 1 Year	17.06	17.08	17.08
After 2 Years	17.40	17.48	17.83
After 3 Years	17.98	18.33	18.83
After 4 Years	18.60	19.10	19.84
After 5 Years	19.16	19.86	20.86
After 6 Years	19.74	20.61	22.10
After 7 Years	20.36	21.37	23.35
After 8 Years	20.87	22.11	24.60
After 9 Years	21.39	22.86	25.85

*Pursuant to agreement reached via correspondence between the parties dated February 28, 1997.

SCHEDULE "A"

1. Annual step increment adjustments for nurses shall be effective on the anniversary date of their appointment to a nurse's classification in the Homes for the Aged.

2. **Tour Differential**
Any nurse who works within the hours defined as evening or night tour shall receive a tour differential of \$.45 per hour, effective January 5, 1988.

3. **Beginning Salaries**
The Corporation will recognize related continuous past experience elsewhere provided that such experience was gained during a period terminating not more than four (4) years prior to the nurse hiring by the Corporation, on the basis of one step increment for each two (2) years of past service to the maximum of Step Number 6.

4. **Responsibility Allowance**
A nurse who is assigned to relieve a Nursing Unit Supervisor when the Nursing Unit Supervisor is absent for a period of four (4) hours or more or is assigned in charge on afternoons, nights, weekends and paid holidays will receive a responsibility allowance of one dollar (\$1.00) per hour.

5. **Retroactive Pay**
The foregoing wage increases shall be paid retroactively from the dates specified and will apply to all employees in the bargaining unit as of January 1, 1991. The Corporation shall notify any former employees in writing at their last known address, and any employee who ceased to be an employee of the Corporation after January 1, 1991, shall be entitled to apply within thirty (30) calendar days from the date of execution of this Agreement of the Corporation to claim any adjustment to the remuneration previously paid resulting from this Award/Settlement. Any new employees hired since January 1, 1991, shall be

SCHEDULE "A" - Continued

entitled to a proportionate adjustment in their remuneration from the date of their employment by the Corporation.

6. Graduates - Non-Registered

A graduate nurse, on presentation of proof of success in passing the registration examination, shall be paid the registered nurse's salary retroactive to the date of examination or employment whichever is later. Any graduate nurse hired after January 1, 1981, who fails to receive her registration within nine (9) months of date of hire will be terminated.

7. Proof Of Certification

A Registered Nurse is required to present to the Assistant Coordinator Nursing Services by December 31st of each year her current registration certificate or proof of payment of registration fee.

Failure to provide proof or certification by the above date (or proof of payment or registration) shall result in the Nurse being reverted to the status of Graduate Nurse. Reinstatement to the status of Registered Nurse shall be effective the first pay period following the date of presentation or proof of certification as above.

8. Part-Time Formula Based On 200 Tours Per Year

The effective date of any increment adjustment shall be the completion of successive period of 200 tours worked by the nurse in any classification.

9. Non-Union Positions

- a) A nurse who is transferred to a position outside of the bargaining unit, shall, subject to (b) below, retain, but not accumulate, her seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit she shall be credited with the seniority held at the time

SCHEDULE "A" - Continued

of transfer and resume accumulation from the date of her return to the bargaining unit.

- b) In the event that a nurse is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

10. In Lieu Of Fringe Benefits

- a) A part-time nurse will be paid thirteen percent (13%) in addition to her daily tour rate in lieu of fringe benefits being those benefits to a nurse paid in whole or in part by the Corporation, as part of direct compensation or otherwise except vacation pay, holiday pay, tour differential, responsibility allowance, court attendance, bereavement pay, weekend premium and reporting pay.
- b) Should a part-time employee join the pension plan, an amount equivalent to the employer's pension contribution shall be deducted from the percent in lieu of the fringes.

11. New Classifications

When a new classification in the bargaining unit covered by this Agreement is established by the Corporation or the Corporation makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Corporation shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Corporation agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay

SCHEDULE "A" - Continued

providing any such meeting shall not delay the implementation of the new classification, Where the Association challenges the rate established by the Corporation and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 3 of the Grievance Procedure within ten (10) working days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 8, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Corporation and duties and responsibilities involved.

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

12 Change In Status

A nurse whose status is changed from full-time to part-time shall receive credit for service on the basis of 1500 hours worked for each year of full-time service. A nurse whose status is changed from part-time to full-time shall receive credit for her service on the basis of one (1) year of service for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY

Hereinafter referred to as the "Corporation"

AND:

THE ONTARIO NURSES ASSOCIATION

Hereinafter referred to as the "Association"

RE: MINUTES OF SETTLEMENT

The parties agree without prejudice that the following constitutes settlement of the grievance of Jan McAlister, ONA-94-04.

1. The nurse will be reimbursed for vacation time lost in for a total of ten (10) days, which can be taken either by a cash payout or as paid vacation.
2. The Association agrees that the language in the 1993-1996 collective agreement will henceforth determine future vacation entitlements for the nurse.
3. The Association agrees to withdraw the grievance 94-04.

SIGNED AT THUNDER BAY, ONTARIO THIS 2ND DAY OF JULY, ¹⁹⁹⁸ 1995.

FOR THE CORPORATION

FOR THE ASSOCIATION








