

COLLECTIVE AGREEMENT

Between

**THE CORPORATION OF THE CITY OF KINGSTON
(RIDEAUCREST HOME FOR THE AGED)**

and

THE ONTARIO NURSES' ASSOCIATION

APRIL 1, 2008 to MARCH 31, 2011

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ARTICLE 1 - PURPOSE

1.01 The general purpose of this agreement is to establish and maintain mutually satisfactory employment relations between the Corporation and the Association. It provides means for the settlement of grievances and for the final settlement of disputes. It is recognized that nurses wish to work cooperatively with the Employer to provide the best possible health care services.

ARTICLE 2 - RECOGNITION AND REPRESENTATION

2.01 The Corporation recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity at Rideaucrest Home For The Aged, at Kingston, save and except the Director of Nursing and persons above the rank of Director of Nursing.

2.02 All references to officers, representatives, and committee members of the Association shall be deemed to mean officers, representatives, and committee members of the Association's duly chartered local. All correspondence sent by the Corporation to the Association shall be sent to such chartered local.

2.03 The Corporation will recognize a committee of Association representatives that shall be appointed or selected outside working hours. This committee shall be composed of not more than three (3) Association members. Meetings of this committee shall be held at the request of either party and will be held at least once every three (3) months. The functions of this committee shall be as follows:

- (a) To negotiate renewal agreements with the Employer.
- (b) To discuss matters arising out of the interpretation or administration of this agreement.
- (c) To be responsible for the handling of all grievances and to assist nurses in the preparation of any complaints or grievances that may arise.
- (d) To discuss matters relating to general efficiency and, in particular, matters relating to improved levels of resident nursing care.
- (e) To deal with Professional Responsibility Complaints.

2.04 The Employer shall recognize nurse representatives to be appointed or elected by the Association.

2.05 The Association committees shall have the right to have the assistance of representatives or consultants from outside the employ of the Employer.

2.06 The Association will provide the Employer with the names of its officers, committee members, and nurse representatives. This list will be revised when changes occur.

2.07 The Employer has established a Health and Safety Committee pursuant to the requirements of the Occupational Health and Safety Act. This Committee shall have a minimum of one representative selected or appointed by the Association. The minutes of such Committee shall be circulated to members of the Committee.

2.08 **Professional Responsibility**

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

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

- I. At the time the workload occurs, discuss the issue within the unit/program to develop strategies to meet resident care needs using current resources.
- II. If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Home (who could be within the Bargaining Unit) who has responsibility for timely resolution of workload issues.
- III. Failing resolution of the workload issue at the time of occurrence, the nurse(s) will notify Director of Nursing within seventy-two (72) hours. Nurses will complete the PRC form within twenty-four (24) hours and notify the Bargaining Unit President or Grievance Representative.
- IV. The nurse will submit the form to Director of Nursing within seven (7) days of the workload issue. The Nurse-Management Committee shall convene a meeting within ten (10) calendar days of filing the complaint. The meeting will include Director of Nursing, Human Resources Consultant, Bargaining Unit President, Grievance Representative and the nurse filing the workload issue. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- V. Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Nurse-Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) Registered Nurses; one chosen by the Ontario Nurses' Association, one chosen by the Corporation and one chosen from a panel of independent Registered Nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chair.
- VI. The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.

- VII. It is understood and agreed that representatives of the Ontario Nurses' Association, including the Labour Relations Officer, may attend meetings held between the Home and the Association under this provision.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 There shall be no discrimination on the part of the Employer or the Association by reason of race, creed, colour, marital status, sex, nationality, ancestry, place of origin, residence, age, political affiliation, or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination, or other terms of employment.
- 3.02 The Corporation and the Association agree that there shall be no discrimination against any nurse. Neither party to this agreement nor representatives of the parties shall discriminate against any nurse because of the nurse's participation in the Association.
- 3.03 For the purpose of this agreement and the benefits contained herein, including insurance coverage, a "spouse" shall include same sex spouse.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 The Association agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario Labour Relations' Act.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Association acknowledges that it is the exclusive function of the Corporation to:
- (a) Maintain order, discipline, and efficiency.
 - (b) Hire, discharge, direct, classify, transfer, promote, demote, layoff, recall and suspend or, otherwise discipline any employee, provided that a claim of discriminatory promotion, demotion, or transfer or a claim that any such employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with, as provided herein.
 - (c) Generally, to manage the operation and undertakings of the Corporation for the efficient or economical carrying out of the operations and undertakings of the Corporation.
 - (d) Introduce new practices or services to expand, reduce, eliminate, change, or modify present services and practices.

ARTICLE 6 - ASSOCIATION SECURITY

- 6.01 The Corporation will deduct each month from the pay due to each nurse who is covered by this Agreement, a sum equal to the regular monthly Association dues of each nurse.

The Association shall notify the Corporation in writing of the amount of such dues no more often than semi-annually. The Corporation will send to the Association once each month its cheque for the dues so deducted under this clause along with a list of names of the nurses and the amount of said deductions for each nurse.

Effective January 27, 2011, the signed hiring letter of each prospective hire to positions within the bargaining unit shall contain the following sentence: "I acknowledge that by providing the Employer with my social insurance number it will be communicated to the Union for internal union purposes."

Existing employees, as of January 27, 2011, shall be requested to sign a consent form that authorizes the Employer to provide the Union with the employee's social insurance number for internal union purposes. If the existing employee, as of January 27, 2011, does not consent to the release of the social insurance number for this purpose, the employer is not obligated to disclose it to the Union.

- 6.02 The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 6.03 Prior to effecting any changes in the Employer's policy or rules that would affect nurses covered by this Agreement, the Employer shall first discuss such proposed changes with the Association.
- 6.04 The Employer shall pay officers, committee members, and nurse representatives their respective salaries for all scheduled time spent investigating and/or processing grievances, negotiating renewal of this Agreement, and while attending meetings with the Employer, up to and including arbitration. It is understood that the Employer will only pay three people.

ARTICLE 7 - JOB SECURITY

- 7.01 The Corporation will undertake to use every reasonable means to give employees in the Bargaining Unit job security. This undertaking shall not, however, be construed as a guarantee by the Corporation to provide steady employment to each employee currently on the payroll.
- 7.02 The Director of Nursing shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in a lay-off, loss of seniority, or services or reduction of benefits to nurses in the bargaining unit.
- 7.03 The Employer shall not contract out any work usually performed by members of this bargaining unit if such contracting out results in a lay-off of any employees other than casual nurses or a reduction in the normal hours of work of all nurses presently employed. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence, when bargaining unit nurses are not available.
- 7.04 Effective May 12, 2002, the Employer shall schedule a minimum of one hundred (100) shifts per pay period for members of the bargaining unit. Effective the first full pay period

of September 2002, the number of shifts shall be increased to a minimum of one hundred and ten (110) per pay period, and effective the first full pay period of January 2003, the number of shifts shall be increased to a minimum of one hundred and twenty (120) per pay period.

In the event there is any change in the number of beds at the Home, the Employer agrees to enter into discussions with the Union and attempt to reach agreement on the appropriate change to be made to the number of shifts referenced above.

ARTICLE 8 - DEFINITIONS

- 8.01 (a) A full time nurse is a nurse who normally works ten (10) shifts of duty in a two (2) week pay period.
- (b) A part-time nurse is a nurse who normally works less than ten (10) shifts of duty in a two (2) week pay period.
- (c) A casual nurse may be pre-scheduled by mutual agreement to cover available tour(s) of duty after all part-time nurses have declined the shift(s). Casual nurses shall not be covered by the following provisions of the collective agreement:

Article 10.01 (2) - Scheduling
Article 11.05 - Sunday Work
Article 28.01 - Uniform Allowance

- 8.02 A registered nurse is defined as a person who is registered by the College of Nurses of Ontario, in accordance with the Regulated Health Professions Act and the Nurses Act of Ontario. A registered nurse is required to present to the Director(s) of Nursing by February 15 of each year her current registration certificate.
- 8.03 A nurse in the employ of the Home, upon presenting proof of holding a temporary certificate of competence with the College of Nurses of Ontario, shall be placed on the first step of the registered nurses' salary grid effective the date of hire, where she will remain until she provides proof of a permanent registration with the College. Such nurse will be allowed two (2) years to complete her registration with the College. Failure to comply may result in dismissal without recourse to grievance.

ARTICLE 9 - HOURS OF WORK

- 9.01 The normal daily shift shall be composed of seven and one-half (7-1/2) hours per day excluding a one-half (1/2) hour unpaid lunch break.
- 9.02 Meal time of one-half (1/2) hour shall be scheduled away from the floor during a nurse's shift whether day, evening, or night. When there is only one registered nurse on a shift, it is recognized that this is not possible; therefore, such nurses shall be compensated at overtime rates for their meal period. Should a nurse be recalled to duty during meal time, additional time shall be provided later in the shift.
- 9.03 A rest period of fifteen (15) minutes shall be granted during each half (1/2) shift. Nurses will have the option of taking one (1) rest period of thirty (30) minutes per shift.

- 9.04 The Staff Health and Development Coordinator and the Nurse Practitioner may develop a flexible work schedule in collaboration with the Director(s) of Nursing to meet the needs of the residents and staff.

ARTICLE 10 - SCHEDULING REGULATIONS

- 10.01 (1) The Employer shall schedule one (1) weekend off in two (2) for full time nurses, but, if the full-time nurse is required to work on a second (2nd) or subsequent consecutive weekend of duty, she shall be paid at the rate of time and one-half (1-1/2) her regular salary for the hours involved, save and except when:
- (a) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurses, or
 - (b) Such nurse has requested weekend work, or
 - (c) Such weekend is worked as the result of an exchange of shifts with another nurse.
- (2) The Employer shall endeavour to schedule one (1) weekend off in two (2) for part-time nurses, but if the part-time nurse is required to work on a third (3rd) or subsequent consecutive weekend of duty, she shall be paid at the regular rate of time and one-half (1-1/2) her regular salary for the hours involved, save and except when:
- (a) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
 - (b) Such nurse has requested weekend work, or
 - (c) Such weekend is worked as the result of an exchange of shifts with another nurse.
- 10.02 (a) The Employer will schedule days off for full-time nurses on the basis of two (2) at each time and to so arrange schedules that no nurse will work for more than seven (7) consecutive days without two (2) days off.
- (b) If a nurse is required to work on an eighth (8th) subsequent and consecutive tour, then such nurse shall be paid time and one-half for each tour so worked until a day off is scheduled.
- 10.03 (a) Tours of duty schedules shall be posted two (2) weeks in advance and shall cover a six (6) week period.
- (b) Requests for time off shall be directed in writing to the Director of Nursing or delegate. Time off is subject to operational requirements of the Home.
- (c) Requests for changes in the regular posted schedule must be arranged by the nurse making the request and be put in writing and co-signed by the nurse willing

to exchange the shifts. Requests must be approved by the Director of Nursing or delegate.

- (d) A Nurse shall receive at least sixteen consecutive hours off between change of tours, unless otherwise agreed.

10.04 For full time nurses only, these scheduling regulations may be waived between December 15 and January 15, in order that all full time nurses not normally scheduled to work Monday to Friday, will receive five (5) consecutive days off, (if requested) at Christmas or New Year's. Schedules for this period shall be posted at least four (4) weeks in advance.

It is expected that nurses will alternate working Christmas and New Years. Where a dispute arises, a nurse shall work the opposite from the previous year.

Time off at Christmas shall include December 24th, 25th and 26th if requested. Time off at New Years shall include December 31st and January 1st, if requested. No Nurse shall have both Christmas and New Years off unless all Nurses have at least Christmas or New Years off.

10.05 Should a part-time nurse be called in to work with less than two (2) hours' notice prior to commencement of a shift and arrives within one (1) hour of the beginning of such shift, she shall receive full payment for the tour.

10.06 A part-time nurse scheduled to work and then informed that she is not required for duty will receive three (3) hours' pay at basic rate, if informed on the day prior to the scheduled day, and four (4) hours' pay at basic rate, if informed on the scheduled day.

10.07 The Employer agrees not to change the tour of duty of any nurse without prior notification. The Employer will not schedule extra shifts to the posted time schedule of part time nurses without first checking with the nurse as to his/her availability.

10.08 Paid holidays will be assigned to those working Saturday and Sunday of the weekend associated with a Monday or a Friday paid holiday when it is available to be worked. This will be done in order of seniority.

Remaining paid holidays not assigned as above (Monday/Friday) will then be assigned to those working one of Saturday or Sunday, by seniority.

If Friday and Monday are paid holidays (Easter) everyone working Saturday and Sunday will be assigned one paid Holiday, by seniority (if available).

10.09 The Employer shall not revise existing schedules for nurses without consulting the Association and seeking its input at least six (6) weeks in advance of the implementation of the revised schedule.

10.10 No junior part-time nurse will be assigned more shifts on the posted schedule than any senior part-time nurse unless the senior nurse declines some of her entitlement. In the event that part-time nurses are required for hours of work that become available following the posting of the schedule, these hours shall be offered to part-time nurses on a seniority basis.

10.11 Individual Special Circumstance Arrangements

The Employer is willing to accept requests from full-time Nurses to work less than ten (10) shifts per pay period. Approval is subject to operational requirements as determined solely by the Employer. Those Nurses that are granted approval by the Employer agree to pay a percentage of the monthly insurance premiums for benefits that are not dependant on salary (i.e. EHC, Dental, etc). The percent paid by the Nurse shall correspond with the reduction in the percent of working days per pay period. (i.e. a Nurse is approved to work nine (9) days per pay – this represents a ten (10) percent reduction therefore the Nurse shall pay ten (10) percent of the monthly premiums). Those Nurses that are approved to reduce their hours to twenty-four (24) hours or less per week shall have their employment status changed to part-time and be eligible for a percent of pay in lieu of benefits in same manner as other part-time Nurses. OMERS provisions shall be administered on behalf of the Nurse in accordance with OMERS Regulations etc.

ARTICLE 11 - OVERTIME

11.01 All time worked in excess of the normal shift and/or in excess of thirty-seven and one-half (37-1/2) hours per week shall be considered as overtime and shall be paid for at one and one-half times (1-1/2) the regular rate for each hour of overtime, subject to the following conditions:

- (a) The nurse is directed by her Director of Nursing to work overtime.
- (b) Time of less than one-quarter (1/4) hour will not be counted. Time of at least one quarter (1/4) hour will be counted as one-half (1/2) hour.
- (c) By mutual agreement, a nurse who works overtime may be granted equivalent time off within the same calendar year and at a time that will not interfere with the efficiency of the Home.
- (d) When a tour schedule is changed without twenty-four (24) hours' notice, the nurse shall be paid at the premium rate of time and one-half (1-1/2) for the first (1st) tour of the new schedule.

11.02 When a full-time nurse works on her days off, such nurse shall be compensated at the rate of time and one-half (1-1/2).

11.03 When a nurse who ordinarily travels from her place of employ to her place of residence by means of public transportation and, following the completion of her tour of duty, is required to work overtime past the time when normal public transportation is available, the Corporation will provide and pay for safe transportation to her place of residence.

11.04 All overtime and/or time normally paid at the rate of time and one-half (1-1/2) will be paid double time (2x) on Sundays.

- 11.05 Where less than twenty-four (24) hours notice of cancellation is given personally to the part time nurse, time and one-half (1-1/2) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of his/her new schedule. Such changes shall not be considered a lay-off.
- 11.06 A part-time nurse who reports for work as scheduled shall receive a minimum of four (4) hours pay.

ARTICLE 12 - STANDBY

- 12.01 Standby refers to a nurse who agrees to be available for a period not to exceed eight (8) hours in her time off duty.

A nurse shall be paid at the rate of Two Dollars and Ten Cents (\$2.10) per hour of standby.

ARTICLE 13 - CALL-IN

- 13.01 (a) When a full-time nurse is called to work and reports to work outside of his/her regular hours, he/she shall be compensated at time and one-half (1-1/2) the straight rate from the time he/she is called, with a minimum of four (4) hours' pay at time and one-half (1-1/2). This may be compensated in cash or by equivalent time off at the option of the nurse.
- (b) When a part-time nurse is called to work and reports after having worked a full shift, he/she shall be compensated at time and one-half (1-1/2) the straight time rate from the time he/she is called, with a minimum guarantee of four (4) hours' pay at time and one-half (1-1/2).
- (c) For the purposes of call-in scheduling, a seniority list for part-time nurses shall be posted monthly.

ARTICLE 14 – STAFFING

- 14.01 The Employer agrees to keep the Home properly staffed at all times. When a Nurse who is regularly scheduled to work is unable to be present for any reason, the Employer agrees to make reasonable efforts to secure a replacement.
- 14.02 For the purposes of call-in scheduling, a seniority list for part-time nurses shall be posted monthly.

ARTICLE 15 - SENIORITY

- 15.01 In cases when performance, experience, ability, health, and qualifications are approximately equal, seniority shall be the deciding factor when decisions are made with regard to promotion, transfer, layoff, recall or job posting.

Qualifications will not be established in a manner which is arbitrary or unreasonable.

- 15.02 (a) For all provisions of this agreement, seniority shall commence and accumulate from the nurse's most recent date of hire.
- (b) A seniority list showing each full-time and part-time nurse's name and professional category shall be posted on a bulletin board in a conspicuous place on the premises of Rideaucrest Home for the Aged and shall be revised every January. Complaints concerning the accuracy of such lists will be considered within fifteen (15) days of posting and, if no complaint is received within that time, such lists shall be presumed to be accurate. A copy of such lists will be sent to the Association at the time of posting.
- (c) Following the probationary period, the nurse's name will be placed on the seniority list and her seniority shall date back to the most recent date of hire.
- (d) All new nurses shall, before commencing employment with the Corporation, provide a medical certificate, signed by a legally qualified medical practitioner or Nurse Practitioner of the Province of Ontario, certifying that the nurse is free from active tuberculosis, enteric pathogenic organisms, or other communicable or contagious disease.
- (e) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- (i) Approved leave of absence with or without pay.
 - (ii) When in receipt of Workplace Safety and Insurance Board payments.
 - (iii) For a period of up to twenty-eight (28) months from the commencement of a period of absence due to illness or disability.
- (f) Seniority shall be lost and employment terminated when a full-time or part-time nurse is absent from work under the following circumstances:
- (i) Resignation.
 - (ii) Discharged and not reinstated.
 - (iii) Without approved leave of absence for a period of five (5) consecutive work days without valid reason acceptable to the Director of Nursing.
 - (iv) Failure to report to their supervisor within a reasonable time, without valid reason, absence from work on account of illness.
 - (v) The nurse is laid off for a period of longer than twenty-four (24) months.
 - (vi) Failure to return to work within ten (10) working days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the nurse to keep the Employer informed of his/her current address.

- (vii) For a period in excess of twenty-eight (28) months from the commencement of a period of absence due to illness or disability, or occupational injury for which the worker is in receipt of Workers' Compensation payments unless examined and reported by a legally qualified physician acceptable to the Employer, that the employee will be able to return to work within three (3) months of the examination.

15.03 A new employed full-time nurse shall be considered probationary for the first (1st) sixty (60) shifts worked. With the written consent of the Employer and nurse, such probationary period may be extended for three (3) months. The Association will be so notified.

A new employed part-time nurse shall be considered probationary for the first (1st) sixty (60) shifts or six (6) months, whichever comes first. It is further agreed that part-time nurses must work a minimum of thirty (30) shifts.

With the written consent of the Employer and the nurse, such probationary period may be extended for three (3) months. The Association will be so notified.

No grievances shall be submitted under this agreement concerning the termination of employment, discipline, or layoff of a probationary nurse.

15.04 A part time nurse and the part time Staff Development Coordinator shall accumulate seniority on the basis of one (1) year for each fifteen hundred (1500) hours worked.

15.05 A nurse who transfers his/her status from full-time to part-time or vice versa, shall retain his/her seniority and service and the entitlements in accordance with the Collective Agreement.

15.06 A nurse who transferred out of the Bargaining Unit shall retain all seniority rights acquired up to the date of transfer from the Bargaining Unit and for a period of one (1) year thereafter. After one (1) year the employee's seniority shall cease to exist.

ARTICLE 16 - SALARIES AND RELATED BENEFITS

16.01 (a) Salaries of all nurses holding positions covered by this Agreement shall be determined in accordance with their classification and Appendix "A", as attached hereto and forming part of this Agreement.

(b) A nurse who is promoted to a higher rated classification within the Bargaining Unit will be placed on the grid of the higher rated classification. Such promotion shall not exceed more than one (1) step in the salary range.

(c) A part-time nurse shall advance to the next increment on the salary scale immediately upon completion of each fifteen hundred (1500) paid hours in the employ of the Corporation.

A full-time nurse shall advance to the next increment on the first (1st) day of each anniversary.

16.01 (continued)

(d) **Shift Differential**

Effective March 1, 2009, any nurse who works within the hours defined as evening or night shift on a permanent or rotating basis shall receive a shift differential of One Dollar and Forty Cents (\$1.40) per hour for hours between 1500 and 2300 hours and One Dollar and Sixty-five Cents (\$1.65) per hour for hours between 2300 and 0700.

Effective March 1, 2010, any nurse who works within the hours defined as evening or night shift on a permanent or rotating basis shall receive a shift differential of One Dollar and Sixty Cents (\$1.60) per hour for hours between 1500 and 2300 hours and One Dollar and Eighty-five Cents (\$1.85) per hour for hours between 2300 and 0700.

Effective March 1, 2011, any nurse who works within the hours defined as evening or night shift on a permanent or rotating basis shall receive a shift differential of One Dollar and Seventy Cents (\$1.70) per hour for hours between 1500 and 2300 hours and Two Dollars (\$2.00) per hour for hours between 2300 and 0700.

(e) **Weekend Premium**

If a nurse is receiving premium pay under Article 10.01 with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

Effective March 1, 2009, a nurse shall be paid a weekend premium of One Dollar and Eighty (\$1.80) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

Effective March 1, 2010, a nurse shall be paid a weekend premium of Two Dollars (\$2.00) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

Effective March 1, 2011, a nurse shall be paid a weekend premium of Two Dollars and Twenty Cents (\$2.20) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

(f) **Responsibility Allowance**

(i) Effective April 1, 2010, a nurse who is assigned the responsibility of relieving the Director of Nursing shall receive a responsibility allowance of Twelve Dollars and Fifty Cents (\$12.50) per shift.

(ii) Effective April 1, 2010, when a nurse is assigned the responsibility of Nurse in Charge of the building on any shift, he/she shall be paid Ten Dollars (\$10.00) per shift, in addition to his/her regular salary and tour

differential. It is understood that the building shall have a nurse so assigned at all times.

Nurses will receive orientation to the Charge Nurse role closer to the time that they may be assigned to work it, rather than during the initial orientation period. Should a change be required to the Charge Nurse designation, due to absence, the reassignment of Charge Nurse will be offered to the Senior Registered Nurse on duty.

- (iii) It is understood that when the Resident Care Coordinator is absent a Nurse shall be assigned and paid responsibility allowance in the amount of Eight Dollars and Sixty Cents (\$8.60) per shift. per shift.

16.02 The Corporation will notify nurses of their annual salary and classification. In the event of the Corporation altering the classification or establishing a new classification for any nurse holding a position covered by this agreement, the Corporation will notify the Association of the proposed salary rate and classification therefor. The Department Head or Supervisor will discuss with and notify the Association and the nurse concerned of any proposed change in a nurse's job description in the event of a proposed change in job duties.

16.03 If, in the opinion of the Association, such proposed classification appears to be unfair in relation to other jobs evaluated under the Corporation's Job Evaluation Manual or when a nurse believes that she is improperly classified, the same may be treated as a grievance and dealt with as such. If the Corporation establishes a new classification for any nurse covered by this agreement, Appendix "A" hereto annexed shall be amended accordingly.

16.04 All full-time nurses with six (6) months' service shall take Group Life Insurance on the basis of two times (2X) annual salary.

The Corporation will contribute One Hundred Percent (100%) of the monthly premium cost of Group Life Insurance.

Group Life Insurance will be conditional upon requirements of insuring company for all existing full-time nurses in the Bargaining Unit and mandatory for all future full-time nurses after six (6) months of full time service.

No medical examination shall be required for Group Life Insurance.

A nurse who has joined the plan before the age of sixty-five (65) and who has reached the age of sixty-five (65) shall have the right within thirty-one (31) days to convert her Group Life Insurance to individual insurance at her own expense without a medical examination. This right shall also apply to a nurse who is a member of the plan and leaves the employment of the Corporation.

If an employee dies while in the employ of the Employer, his/her Estate or Beneficiary shall be provided with a cheque in the amount of five thousand dollars (\$5,000) within forty-eight (48) hours of the Employer being advised of such death. This five thousand dollar (\$5,000) payment shall be deducted from the employee's group life insurance coverage which is detailed in Article 16.04. This payment shall be made to the

employee's Estate or Beneficiary upon the filing of a satisfactory release with the City Treasurer.

If a nurse dies, the Estate of Beneficiary, upon the filing of a satisfactory release to the City Treasurer, shall be paid for any vacation earned by the nurse.

- 16.05 The Corporation will contribute One Hundred Percent (100%) of the monthly premium cost of the Ontario Health Insurance Plan and the Blue Cross Hospital Supplementary Semi-Private coverage for each full-time nurse who is a subscriber and all eligible dependents.

16.06 **Extended Health Care Benefits**

The Corporation will contribute One Hundred Percent (100%) of the monthly premium cost of the Blue Cross Extended Health Care Plan, with a Ten/Twenty (10/20) deductible for each full-time nurse who is a subscriber and all eligible dependents.

Effective January 20th, 1993, the Extended Health Care Plan will include vision care which will provide coverage of One Hundred and Fifty Dollars (\$150.00) every twenty-four (24) months for each person covered by the plan.

Upon ratification, the Extended Health Care Plan will include vision care, but does not include laser eye surgery, which will provide coverage of Three Hundred Dollars (\$300.00) every twenty-four (24) months.

Effective March 31st, 2006, the Extended Health Care Plan will provide hearing aid coverage which will provide coverage to a maximum of Three Hundred Dollars (\$300.00) lifetime and the cost of eye examinations to a maximum of Fifty Dollars (\$50.00) every twenty-four (24) month period.

Effective, April 26, 2002, the Extended Health Care Plan is amended to reflect formulary three drugs only.

The pharmacist may dispense generic drugs unless the prescribing physician has stated "no substitution".

16.07 **O.M.E.R.S. - Basic Plan**

Every full-time nurse shall, as a condition of employment, become a member of the Ontario Municipal Employees Retirement System.

- 16.08 It is mutually agreed that any and all accrued premium rate reductions realized by the Corporation during the term of this agreement (five/twelfths (5/12ths) rebate) will be applied to all benefits in this article.

- 16.09 Part-time nurses shall receive Fourteen Percent (14%) in lieu of fringe benefits. Those who choose to enrol in O.M.E.R.S. when eligible shall have their percentage in lieu reduced to ten percent (10%) in lieu of fringe benefits.

16.10 **Dental Plan**

The Employer agrees to contribute, on behalf of each eligible employee covered by the collective agreement, 75% of the billed premium under the Blue Cross No. 9 Dental Plan or its equivalent based on the current O.D.A. Fee Schedule.

Effective on the date of ratification, the Employer agrees to provide Blue Cross Rider #4 – (crowns, bridgework and repairs to same) at 50/50 coinsurance with \$1500 maximum per person lifetime.

16.11 **Long Term Disability Plan**

Effective January 20, 1993, the Employer shall provide a Long Term Disability Plan covering eligible full time nurses that provides 75% of a nurse's salary after 17 weeks (or 119 days). The long term disability entitlement shall be as per the insurance policy between the Employer and the Insurer, but shall include an annual increase in benefits of the lower of 4% and the percentage change in the Consumer Price Index. Normal pregnancy, self-inflicted injuries, war, riot and insurrection exclude a nurse to benefit entitlement. The premiums of a LTD plan will be paid 100% by the Employer.

The Employer will keep the nurses' benefits whole excepting those that provide a waiver while in receipt of long term disability benefits through the Employer's group insurance program. The claimant shall apply for the waiver of premium benefit contained in the group life insurance policy.

Sick leave payout will be in accordance with Article 19.02.

In the event of a dispute between the Insurance carrier and the nurse, the Employer will use its best efforts on behalf of the nurse.

16.12 **Previous Experience**

Nurses shall receive credit for previous related experience on the basis of one annual increment for each year of experience, up to level 8 of the salary schedule.

If a period of more than three (3) years has elapsed since the nurse has occupied a nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer.

The entitlement to the 2% increment for nurses with more than 25 years of experience, effective January 1st, 2007 will be based on a sworn statement of experience submitted by the nurse which includes the previous employers and the approximate date of hire and the last date of employment for each.

16.13 The Employer shall provide each nurse with a copy of the benefit plan provisions and will provide the Association with a current copy of the Master plans for all benefits.

- 16.14 The Employer will provide to all employees who retire prior to age 65 on or after July 1, 2002 with semi-private, extended health care and dental benefits on the same basis as is provided to active employees from date of early retirement up to age 65, provided the retiree is in receipt of his/her OMERS pension, as long as the retiree pays the Employer the full amount of the monthly premiums at least one month in advance of commencement of the coverage period, and monthly thereafter. The retiree's participation shall be subject to the terms and conditions of the policy or policies of the insurer providing such benefits.
- 16.15 Beginning May, 2002, part-time nurses may apply to participate in the Extended Health Care, Semi Private Hospitalization and dental benefit plans then available to full time nurses, and enroll in Group Life Coverage of \$60,000, provided the part time nurse pays the full premium costs through payroll deductions. Any such participation shall be subject to the terms and conditions of the policy or policies of the insurer providing such benefits.

ARTICLE 17 - PAID HOLIDAYS

17.01 Nurses shall receive the following holidays with pay:

New Year's Day (January 1)	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (Nov. 11)
Victoria Day	Christmas Day (Dec. 25)
Canada Day	Boxing Day (Dec. 26)

A tour that begins during the twenty-four hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

In order to qualify for the above holidays, the nurse must work her full scheduled shift on each of the calendar days immediately preceding and immediately following the holiday concerned or, prior to reporting for duty following illness, produce a medical certification of sickness.

17.02 **Holiday Payment For Full Time Nurses**

- (a) Nurses shall have the option of being paid two and one half times (2 ½ x) their regular hourly rate for work performed on the above holidays, or one and one half (1 ½) the regular hourly rate plus a day off with pay.
- (b) When any of the above mentioned paid holidays fall on a Nurse's regular day off, the nurse shall have the option of receiving an additional one (1) day's pay or a day off with pay.
- (c) When any of the above paid holidays falls during a scheduled vacation period, the nurse shall have the option of receiving an additional one (1) day's pay or a day off with pay.
- (d) Any day off in lieu of a paid holiday shall be at a mutually agreeable time. Any

day(s) not taken by January 15th of the following year shall be paid to the employee in February.

- (e) It is understood that Resident Care Coordinators may elect to work a statutory holiday and take a lieu day or an additional day's pay. It is understood that no more than two Resident Care Coordinators may work on any one paid holiday.

17.03 **Holiday Payment For Part-Time Nurses**

Part-time nurses required to work on any of the above holidays will receive Two Hundred and Fifty Per Cent (250%) of their regular daily rate for the day.

- 17.04 A tour that begins or ends during the 24-hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

17.05 **Paid Holidays**

Part time nurses not required to work, will receive a day's pay for any of the above holidays for which she meets the following conditions:

- (a) She has been employed for at least three months;
- (b) She has worked on at least twelve days during the four weeks immediately preceding the holiday;
- (c) She has worked her regular scheduled day of work immediately preceding the holiday;
- (d) She has not refused to work the holiday after agreeing to do so.

ARTICLE 18 - VACATIONS

- 18.01 During the first calendar year in which a nurse is employed on a full-time or part time basis, she shall be entitled to vacation with pay at the current prevailing salary on a pro rata basis, in accordance with Section 18.02.

- 18.02 On completion of one (1) year's continuous service and in each subsequent year in which a nurse is employed on a full-time regular basis, she shall be entitled to fifteen (15) days' vacation with pay at the current prevailing salary.

- 18.03 During the calendar year in which a nurse completes three (3) years of continuous service and in each subsequent year in which a nurse is employed on a full-time regular basis, she shall be entitled to twenty (20) days vacation with pay at the current prevailing salary.

- 18.04 (a) During the calendar year in which a nurse completes fifteen (15) years of continuous service and in each subsequent year in which a nurse is employed on a full-time regular basis, she shall be entitled to twenty-five (25) days vacation with pay at the current prevailing salary.

Effective for the 2011 vacation year, during the calendar year in which a nurse completes thirteen (13) years of continuous service and in each subsequent year in which a nurse is employed on a full-time regular basis, she shall be entitled to twenty-five (25) days vacation with pay at the current prevailing salary.

- (b) During the calendar year in which a Nurse completes twenty-five (25) years of continuous service and in each subsequent year in which a Nurse is employed on a full time regular basis, she shall be entitled to thirty (30) days vacation with pay at the current prevailing salary.

Effective March 31st, 2006, during the calendar year in which a Nurse completes fourteen (14) years of continuous service and in each subsequent year in which a Nurse is employed on a full time regular basis, she shall be entitled to twenty-five (25) days vacation with pay at the current prevailing salary.

Effective March 31st, 2006, during the calendar year in which a Nurse completes twenty-three (23) years of continuous service and in each subsequent year in which a Nurse is employed on a full time regular basis, she shall be entitled to thirty (30) days vacation with pay at the current prevailing salary.

- (c) During the calendar year in which a nurse completes thirty (30) years of continuous service and in each subsequent year in which a nurse is employed on a full-time regular basis, she shall be entitled to thirty-five (35) days vacation with pay at the current prevailing salary.

18.05 (a) The Director of Nursing will allow nurses to exercise their choice in selecting their vacation period, subject to the right of the Director of Nursing to require nurses to select dates that do not interfere with efficiency at the Home. If there is a dispute regarding vacation selection, seniority governs.

- (b) In order to allow all nurses to receive time off at either Christmas or New Years, no annual vacations or time owing shall be scheduled between December 15 and January 15, except in cases of special circumstances and providing that staffing is available, the Employer will allow at least one nurse at a time to be off.

- (c) A nurse may not schedule more than two (2) weeks vacation during the period June 15 to September 15 inclusive until all nurses who so request have been scheduled for vacation during this period.

18.06 At least five (5) consecutive days vacation shall be taken in the calendar year in which it is due. Nurses may carry over not more than ten (10) days vacation to the following year, provided that a request for the carry over is made in writing to the Director of Nursing by November 1 of the current year.

18.07 A nurse who leaves the Corporation's service shall be entitled to pay for any vacation earned.

18.08 Vacation periods shall consist of the regular periods the nurse would have worked, if she had been on duty, and any holidays observed in her department of service that occur during her vacation period shall not be counted as vacation pay.

18.09 Vacation pay for part time nurses shall be based on applicable percentage of gross earnings in the current year as follows:

Less than Three (3) years	- Six (6%) percent
Three (3) years or more	- Eight (8%) percent
Fourteen (14) years or more	- Ten (10%) percent
Twenty three (23) years or more	- Twelve (12%) percent

Effective January 1, 2011, vacation pay for part time nurses shall be based on applicable percentage of gross earnings in the current year as follows:

Less than Three (3) years	- Six (6%) percent
Three (3) years or more	- Eight (8%) percent
Thirteen (13) years or more	- Ten (10%) percent
Twenty three (23) years or more	- Twelve (12%) percent

Vacation pay shall be paid on a bi-weekly basis.

18.10 For the purposes of vacation entitlement, service shall mean combined service in both the full-time and part-time categories. For the purposes of this clause, two hundred (200) paid tours of part-time service shall equal one (1) year of full-time service and vice versa.

18.11 Vacation request lists will be posted on April 1 until April 30th. Vacation schedules for June, July, August and September will be posted by May 15th.

18.12 (a) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the portion of such vacation spent in hospital shall be considered sick leave provided the employee provides verification from the attending physician or the Hospital of the dates hospitalized.

(b) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

18.13 Vacation pay shall be reduced on a pro-rata basis in proportion to any absence from work without pay for periods of thirty (30) consecutive days or more, excluding absence due to pregnancy, adoption or parental leave (e.g. leaves of absence, long term disability, etc.). Employees absent while in receipt of Workplace Safety Insurance compensation shall be entitled to the full vacation pay during the vacation year in which the accident occurred.

ARTICLE 19 - SICK LEAVE

19.01 Short Term Disability Plan

<u>Length of Service</u>	<u>Weeks of Salary at 100%</u>	<u>66-2/3</u>
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Less than 3 months	0	0
3 months but less than 6 months	0	17
6 months but less than 12 months	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
9 years but less than 10 years	15	2
10 years and over	17	0

Waiting Period for Eligible Recipients First day of disability

Recurrent Disability Maximum 17 weeks for each unrelated injury or from first occurrence.

Layoff or Leave of Absence without Pay Not entitled to benefits.

Benefit Reduction The Short Term Income Protection Plan is designed to provide a level of income in the event of temporary disability. The weekly payments or total payment may be reduced by any other disability benefits to which the claimant may be eligible. These benefits include:

- 1) any salary continuance from any employer;
- 2) any other group insurance disability benefit;
- 3) any retirement benefits under any group plan;
- 4) benefits payable under the Workers' Compensation Act;
- 5) benefits payable under the Canada Pension Plan;
- 6) any combination of the above benefits;
- 7) payments made by the Corporation covering part time earnings resulting from part time work or part time earnings resulting from any outside source.

19.01 Benefit Reduction (continued)

Changes to the Workplace Safety Insurance Act (WSIB) of Ontario now determine that benefits are based on 85% of the claimant's net salary. Therefore, there may be no top-up required. It is the practice of the Corporation to accumulate seniority while receiving WSIB benefits. The Employer is in agreement to pay the contract specified premiums for benefits to claimants on WSIB benefits.

Medical Certificate

Required after three (3) consecutive working days and within seven (7) days.

Benefit Entitlement

Excludes pregnancy and disabilities related to self inflicted injuries, war, riot and insurrection.

19.02 The Department Head shall authorize sick leave pay for the full-time nurses in their respective departments on the following basis:

- (a) Full-time nurses shall receive sick pay as per the schedule contained in Article 19.01, for time lost owing to illness, exposure to a contagious disease, for which the full-time nurse has been quarantined by the Medical Officer of Health, or injury to the full extent of their S.T.D. entitlements except when an award is made under the Workers' Compensation Act or Workplace Safety and Insurance Act.
- (b) When a full time Nurse is absent owing to incapacity and an award has been made by the Workers' Compensation Board, the full time Nurse shall receive the difference between her net salary or net rate of pay and the rate payable under such award.

19.03 Holidays observed by the service in which she is employed shall not be deducted from the sick leave entitlement of a full-time nurse who is absent through illness on such days.

19.04 All part-time and full-time nurses who are absent for more than fourteen (14) days must furnish a certificate from her physician stating the nature of her illness, the date of her visit(s), and the probable date on which the nurse will return to duty. Should the absence continue for longer than the initial fourteen (14) days, then a medical certificate will be required monthly.

All nurses who are absent for three (3) or more consecutive days because of gastrointestinal illness must consult with the Director of Nursing or designate to determine if a stool culture for enteric pathogenic organisms is required prior to returning to work.

Upon written request, the Employer may request a medical certificate for each and every absence.

19.05 A full-time nurse who resigns or leaves the Corporation's service or is discharged and not reinstated through the grievance procedure and who is later reemployed shall be considered a new nurse.

- 19.06 Time off work for full time nurses shall be calculated on scheduled days of the work week rather than on a calendar year basis.
- 19.07 Any part of the annual vacation that may be due shall be allowed a full-time nurse who is absent owing to illness. S.T.D. pay will be interrupted, if necessary, in order that vacation pay be completed prior to the end of the calendar year.
- 19.08 Adjustments in pay for illness or other reasons may be made on the current payroll or on the payroll for the next period.
- 19.09 Nurses shall notify the Department whenever possible at least four (4) hours in advance of the start of the shift, with the exception of the 7:00 a.m. shift in which two (2) hours advance notice shall apply, if unable to work due to illness.
- 19.10 Before returning to work, the nurse will give notice to the nurse in charge of the Home, except in circumstances beyond her control, as follows:
- (a) Nurses who are off sick for one (1) day on the day shift will notify the nurse in charge of the Home of their intentions to return to duty no later than 3:30 p.m. on the day prior to their return to duty.
 - (b) Nurses who are off sick for one (1) shift when on the afternoon shift will notify the nurse in charge of the Home of their intentions to return to duty before 10:00 a.m.
 - (c) Nurses who are off sick for one (1) shift when on the night shift will notify the nurse in charge of the Home of their intentions to return to duty before 12:00 p.m.
 - (d) Nurses who are off sick more than one (1) day or off sick prior to the scheduled days off are to notify the nurse in charge of the Home of their intentions to return to duty, as soon as possible, and, in any case, no later than 12:00 p.m. on the day prior to returning to duty.
- 19.11 When it has been supported by a medical report including identified restrictions and capabilities that a nurse is capable of returning to work in an alternate work programme, the Employer will notify and meet with a member of the local executive and the nurse to discuss the circumstances surrounding the nurse's return to work and whether the nurse's limitations can be accommodated.

ARTICLE 20 - BEREAVEMENT LEAVE AND OTHER LEAVE

20.01 Bereavement Leave

A nurse shall receive, without loss of pay, five (5) consecutive working days in the case of death of a parent, spouse or child.

A nurse shall receive, without loss of pay, three (3) consecutive working days in the case of death of a brother, sister, mother-in-law, father-in-law, grandparent, sister-in-law, brother-in-law, grandchild, son-in-law or daughter-in-law. It is understood that when any non working days occur within the period, the nurse will not receive pay for such non working days. This provision shall apply to part-time nurses only on the days s/he was scheduled to work.

The Employer may grant an extended paid leave for the purpose of travel when such is required based on the needs in each situation.

Bereavement Leave must be taken at time of death unless approved otherwise by the Director of Nursing. Any Bereavement Leave entitlement that falls during an employee's vacation shall be recognized as Bereavement Leave, in place of vacation days.

20.02 **Special Leave**

The Administrator or delegate may grant leave of absence with full pay for a period not exceeding one (1) week of scheduled tours in any one (1) year to nurses under his or her jurisdiction. The Administrator or delegate shall give a written reason for refusing a request for Special Leave.

20.03 **Leave of Absence Without Pay**

The Employer may grant leave of absence without pay to a nurse for any reason, which is regarded by the Employer as legitimate and acceptable. A request for such a leave shall be made in writing along with the reasons. A leave of absence shall not be taken without first obtaining the formal written approval of the Employer. Benefit plans shall be continued in accordance with the Collective Agreement (e.g. Employee's cost-sharing if applicable) for leaves of absence of less than thirty (30) calendar days. Leaves in excess of thirty (30) calendar days shall be without benefits, unless the employee makes the necessary arrangements with the employer prior to going on leave to pay the cost of monthly premiums.

20.04 **Association Leave**

- (a) Whenever any nurse is on a leave of absence to conduct Association business, she shall continue to accumulate seniority and service for the duration of such leave. Part time nurses shall accumulate service and seniority on the basis of the shifts that she would have normally worked.
- (b) A nurse who is elected to the office of the President of the Ontario Nurses' Association shall be granted, upon request, leave(s) of absence without loss of seniority up to three (3) years. During such leave of absence, salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer for such salary and benefits.

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

- (c) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than the Office of President, shall be granted leave of absence without pay up to a total of one hundred (100) days. Requests for additional time off shall be given every consideration. A nurse's salary and benefits shall be kept whole during such leaves of absence and the Association will reimburse the Employer as required for the cost of such salary and benefits.

20.04 (c) continued

Leave of absence for Board Members of the Ontario Nurses' Association will be separate from the Association leave provided in Section 20.04 (4) of this Agreement.

- (d) Upon written request, leaves of absence without pay for Association business may be granted and pursuant to the following provisions:
 - (i) Adequate notice of at least two (2) weeks is given to the Employer.
 - (ii) Not more than two (2) nurses at any one time be allowed such leave, conditional upon these nurses not being from the same duty area of the Home.
 - (iii) The total number of days in any one calendar year for such leave for all nurses not exceed thirty-five (35).
 - (iv) Such leave, if to be granted, must not affect the operation of the Home but shall not be unreasonably withheld.
- (e) The Employer will keep pay whole and be reimbursed by the Association for nurses who are on Association leave of absence.

ARTICLE 21 - PARENTING LEAVE

21.01 **Pregnancy Leave**

Pregnancy Leave shall be granted to Nurses in accordance with the Employment Standards Act and subject to the following:

- (a) Written request for leave must be made at least two (2) weeks before the commencement of the leave and must include a statement by the nurse whether or not she intends to return to work following the leave.
- (b) The nurse shall confirm her intention to return to work at least four (4) weeks in advance of the return date. However, her leave shall not end before the expiration of six (6) weeks following the actual delivery date unless other arrangements are agreed to by the Employer.
- (c) The period of leave will be considered as continuous service for purpose of seniority and service.
- (d) Employees are not eligible for sick leave payments during the period of the leave.

21.01 (continued)

- (e) The Employer will continue to make contributions for benefits premiums on behalf of the nurse, provided the nurse pays her portion of the benefit plan premiums.
- (f) On return to work, the nurse will be returned to her former position and shift rotation unless discontinued, in which case she will be given a comparable job.
- (g) Subject to the Employment Standards Act, the Employer may recover contributions for benefits made on behalf of a nurse who does not return to work following maternity leave.

21.02 The Employer agrees that a nurse who is on pregnancy leave as provided in this agreement and who is in receipt of Employment Insurance Commission pregnancy leave benefits shall be paid a supplemental employment benefit equivalent to the difference between eighty-four (84%) percent of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period and receipt by the Director of Nursing of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks.

21.03 **Parental Leave**

A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act.

Parenting leave to a maximum of eighteen (18) weeks shall be granted, without pay to a nurse who has completed thirteen (13) weeks or more of continuous service subject to the following:

- (a) Written request for leave must be made at least two (2) weeks before the commencement of the leave and must include a statement by the nurse whether or not she/he intends to return to work following the leave.
- (b) The nurse shall confirm his/her intention to return to work at least four (4) weeks in advance of the return date.
- (c) The period of leave will be considered as continuous service for purpose of seniority and service.
- (d) Employees are not eligible for sick leave payments during the period of the leave.
- (e) The Employer will continue to make contributions for benefits premiums on behalf of the nurse, provided the nurse pays her portion of the benefit plan premium.

21.03 (continued)

- (f) On return to work, the nurse will be returned to his/her former position and shift rotation unless discontinued, in which case he/she will be given a comparable job.
- (g) The Employer agrees that a nurse who is on parental leave as provided in this agreement and who is in receipt of Employment Insurance Commission parental leave benefits shall be paid a supplemental Employment benefit equivalent to the difference between eighty-four (84%) of her regular weekly earnings, and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following the completion of the Employment Insurance waiting period, if any, and receipt by the Director of Nursing of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental leave benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks.

ARTICLE 22 - JURY AND WITNESS DUTY

22.01 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 in connection with a case arising from her duties at the Home, she shall not lose her regular pay because of such attendance, provided that she:

- (a) Notifies the Home immediately upon her notification that she will be required to attend court,
- (b) Presents proof of service requiring her attendance.
- (c) Promptly repays the amount, other than expenses, paid to her for such services or attendance to the Home.

ARTICLE 23 - APPOINTMENTS, PROMOTIONS, AND LAYOFFS

23.01 Whenever appointments or promotions covered by this collective agreement are made, it being understood that annual salary increases are not promotions, the following shall apply:

- (a) Notice of all job vacancies shall be posted for a period of seven (7) days, in order that all full-time and part-time nurses may have an opportunity to apply for the vacancy.

The Corporation shall not advertise for additional nurses until present nurses have had a full opportunity to apply. The Association shall receive a copy of all postings.

- (b) In order to provide a continuity of service, the Corporation may make an appointment or promotion on a temporary basis, and such appointment or promotion may be up to three (3) months.

- 23.02 The successful applicant shall be placed on trial for a period of thirty (30) days worked. Conditional on satisfactory service, promotion shall be confirmed after the period of thirty (30) days worked. A nurse may decide within the trial period to return to her previous position.
- 23.03 Should circumstances require reduction of nurses, the following procedure shall apply:
- (a) The Association's Committee shall be notified in advance of notice being sent to nurses. The Employer shall meet with the Association to discuss the layoff. Such discussions will include such items as reasons for the layoff, the service which the Employer will provide after the layoff, the method of implementing the layoff, the areas of cut back and the nurses to be laid off.
 - (b) On the first layoff of a nurse, at least twenty (20) days notice or the equivalent in pay in whole or in part shall be given.
 - (c) Layoffs shall be in the reverse order of seniority, provided the nurse retained has the ability to perform the work available, and recall shall be in the order of seniority, subject to the nurse on recall having the ability to perform the work available.
 - (d) Full-time Nurses with two (2) or more years of seniority who are laid off may continue to participate in the Extended Health Care and Dental Care benefit plans for the first six (6) months of lay-off by pre-paying the associated monthly premiums to the Employer.
- 23.04 When nurses are to be recalled by the Corporation, they shall be notified by Registered Mail to their last place of residence known to the Corporation and, if they fail to report within ten (10) working days after mailing of such notice, the Corporation shall be under no obligation to reemploy them.
- 23.05 (a) When a nurse is laid off under this article and jobs have been reopened within the Department, the nurse shall be called back, in accordance with Section 23.05 (c).
- (b) All nurses who are on lay-off will be given job opportunity before any new nurse is hired.
- 23.06 Subject to the fringe benefits conditions in Appendix "A", all seniority, illness, vacation, and other credits obtained under this Collective Agreement shall be retained and transferred with the nurse, if she is promoted or reclassified to a higher position and when the reclassification is from full-time to part-time employment, credits shall apply on a prorated basis.

ARTICLE 24 - EMPLOYEE PERFORMANCE REVIEWS AND EMPLOYEE FILES

- 24.01 (a) Written evaluation(s) shall be carried out and discussed with each nurse during her probationary period and once yearly. Each nurse shall receive a signed copy of every evaluation.

24.01 (continued)

- (b) When, as a result of a formal review of an employee's performance, the performance of an employee is judged to have been unsatisfactory, the employee concerned must be given an opportunity to sign the review form in question to indicate that its contents have been read and explained. The employee shall have the opportunity to add her views to such evaluations prior to it being placed in her file.
- (c) The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

Disciplinary letters and documents will not be referred to or relied upon by the Employer after twenty-one (21) months. Every effort will be made to remove such letters and documents from employees' files after this time period.

ARTICLE 25 - GRIEVANCE PROCEDURE

- 25.01 Parties to this agreement believe that it is important to adjust complaints and grievances, as quickly as possible. Notwithstanding any provision contained in this article, any nurse and/or the Association may present a complaint of general application within fifteen (15) days from date of occurrence, without recourse of the formal written procedures herein described.
- 25.02 A nurse may lodge a complaint or grievance, if she feels that the Employer has acted contrary to this agreement, in regards to its interpretation, application, administration, or alleged violation or if she has been unfairly disciplined or discriminated against.
- 25.03 In all steps of this grievance and complaint procedure, an aggrieved nurse, if desired, may be accompanied or represented by her committee member or nurse representative.
- 25.04 The following procedures shall apply for handling complaints and grievances:

Prior to advancing a grievance, the nurse shall attempt verbally to settle the issue with the Director of Nursing and should the issue not be resolved, the nurse may proceed in the following manner.

Step 1

A nurse shall lodge a written complaint with the Director of Nursing not later than five (5) working days following the occurrence of the event giving rise to the complaint. The Director of Nursing shall give her written reply within five working (5) days of the receipt of the written complaint and, if the decision is unsatisfactory to the complainant, Step 2 may be followed within a further five (5) working days.

25.04 (continued)

Step 2

Failing a satisfactory settlement under Step 1, the grievance shall be reduced to writing, dated and signed, and shall be presented to the Administrator of Rideaucrest Home For The Aged. Within five (5) working days after a grievance has been referred to him, the Administrator or his designated representative will meet with the Association Committee to discuss the grievance. Either party may have representatives or consultants attend this meeting.

A written reply to the grievance will be given within five (5) working days after this meeting is held. If such reply is not satisfactory to the nurse, the grievance may be referred to the Director of Human Resources at Step 3.

Step 3

Failing a satisfactory settlement under Step 2, the grievance shall be presented to the Director of Human Resources. Within ten (10) working days after a grievance has been referred to him, the Director or his designated representative will meet with the Association Committee to discuss the grievance. Either party may have representatives or consultants attend this meeting.

A written reply to the grievance will be given within ten (10) working days after this meeting is held. If such reply is not satisfactory to the nurse, the grievance may be referred to an Arbitration Board, or, upon mutual agreement, a single arbitrator.

25.05 **Discharge**

When an employee who has completed his probationary period is discharged, the Corporation will provide the written reasons for the dismissal with a copy to be forwarded to the Association. The Corporation will make every effort to inform the nurse in advance of her right to representation by the Association.

Should a grievance arise from such discharge, it shall proceed directly to Step 2 of the Grievance Procedure and must be presented in writing, dated and signed within five (5) working days following the discharge.

25.06 **Time Limits**

- (a) Time limits fixed in both complaints and grievance and arbitration procedures may be extended by the mutual consent of the parties in writing.
- (b) Saturday, Sunday, paid holidays, and grievor's vacation shall not be counted in determining the time in which any action is to be taken or completed in any steps of the complaints and grievance arbitration procedures.

25.07 **Policy Grievance**

This shall be defined as a grievance arising directly between the Employer and the Association concerning interpretation, application, and alleged violation of this agreement.

This grievance shall proceed directly to Step 2.

ARTICLE 26 - ARBITRATION

26.01 When a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable or when an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board.

The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the arbitration board.

The two (2) appointees so selected shall within fifteen (15) days of the appointment of the second (2nd) of them appoint a third (3rd) person who shall be the chairperson.

If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Ontario Minister of Labour, upon the request of either party.

The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or Employer affected by it. The decision of the majority is the decision of the arbitration board; but, if there is no majority, the decision of the chairperson governs.

26.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

26.03 Each of the parties hereto will jointly bear the expense and fees of the chairperson of the arbitration board and will pay all the fees and expenses of the nominee appointed.

26.04 The arbitration board shall not have any jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof or to give a decision inconsistent with the terms and provisions of this Agreement.

26.05 Any referral of the grievance or dispute between the parties to any Arbitration Board shall be made within thirty (30) days of receipt by the Association of the reply under Step III of the grievance procedure.

ARTICLE 27 - UNIFORM ALLOWANCE

27.01 The Employer agrees to provide an annual uniform allowance of One Hundred and Sixty Dollars (\$160) to full time and part time nurses to be paid by the end of February each year.

In the case of newly hired full time and part time nurses, the uniform allowance shall be pro-rated on the calendar year in relation to the date of hire, payment to be made by the end of February of the year following date of hire.

ARTICLE 28 – INFLUENZA VACCINE

28.01 The parties agree that influenza vaccinations may be beneficial for residents and nurses. Upon a recommendation pertaining to a facility or specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable legislation, the following rules will apply:

- (a) Nurses shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during a nurse's working hours. In addition, nurses will be provided with information, including risks and side effects, regarding the vaccine.
- (c) The Employer recognizes that nurses have the right to refuse any required vaccination. If a nurse refuses to take the vaccine required, she may be:
 - i) placed on an authorized leave of absence until such time as she is cleared to return to work; she may use banked lieu time or available vacation credits in order to keep her pay whole OR
 - ii) reassigned during the outbreak period
- (d) If a nurse is unable to take the vaccine for medical reasons and a medical certificate is provided to this effect, and the recommended anti-viral is medically contraindicated, the nurse may be:
 - i) placed on an authorized leave of absence until such time as she is cleared to return to work; she may use banked lieu time or available vacation credits in order to keep her pay whole OR
 - ii) reassigned during the outbreak period
- (e) It is further understood and agreed that any such reassignment will not adversely impact the scheduled hours of other nurses.
- (f) If a nurse gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- (g) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 29 – MISCELLANEOUS

29.01 Bulletin Boards

The Employer shall provide bulletin boards for the use of the Association.

29.02 Copies of the Agreement

A copy of this agreement in mutually suitable form will be issued by the Employer to each nurse now employed and as employed.

Costs will be shared by the Employer and the Association.

29.03 Orientation and Development

Nurses shall have an opportunity for professional growth through programs to assist the individual to function more effectively. In keeping with this principle:

- (a) There shall be an orientation program for new nurses for at least two (2) days.
- (b) Nurses shall be allowed a leave of absence with pay, in order to write the required examination on completion of a course of study relative to the profession.
- (c) Subject to the approval of the Director of Nursing or her designate, nurses may be allowed to attend seminars relating to nursing and will be compensated at the normal daily rate, provided that the nurse was scheduled to work or was requested to attend on the nurse's day off. When a nurse is on duty and authorized to attend any in-service program within the Employer and during her regularly scheduled working hours, the nurse may suffer no loss of regular pay. When a nurse is required by the Home to attend courses outside of her regularly scheduled working hours, the nurse may be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay or premium rate, as applicable.

Part-time nurses will be credited with seniority and service for all such hours paid as provided above while in attendance at such courses.

29.04 Notice of Resignation

A nurse shall give at least four (4) calendar week's written notice of resignation except in extenuating circumstances. Failure to give four (4) weeks written notice shall result in payment of vacation pay in accordance with the Employment Standards Act.

29.05 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

29.06 The Employer undertakes to notify the Association in advance, so far as is practicable, of any technological changes which the Employer has decided to introduce and which will significantly affect the members of the bargaining unit. The Employer agrees to discuss

the technological change in question at the request of the Association, and to consider practical proposals to minimize any major adverse affect on the members of the bargaining unit.

ARTICLE 30 - OCCUPATIONAL HEALTH AND SAFETY

- 30.01 (a) Should a nurse be injured while at work for the Employer, the Employer shall file Form 7 with the Workplace Safety and Insurance Board and shall provide the local association with a copy of such form at the same time.
- (b) The Home with the nurse's consent, will inform the Association within three (3) working days of any nurse who has been assaulted while performing her work provided that the incident has been advised by the affected nurse in writing to the Director of Nursing within three (3) working days of the incident. Complete details must be included in order for administration to conduct a review of circumstances.
- (c) The Home will consider a request for reimbursement for damages incurred to the nurse's personal property.

ARTICLE 31- DURATION OF AGREEMENT

31.01 This Agreement shall be in effect from April 1, 2008 to March 31, 2011.

ARTICLE 32 - NOTICE TO BARGAIN

32.01 This Agreement shall remain in force until March 31, 2011. Thereafter, it shall renew itself automatically from year to year, unless written notification of intention to modify or terminate this agreement be given by one of the contracting parties to the other within ninety (90) days prior to the expiry of the collective agreement.

Within thirty (30) days after a notice has been received, the parties shall meet and they shall bargain in good faith and make every reasonable effort to reach agreement respecting the proposed modification.

ARTICLE 33 – RETROACTIVITY

33.01 Full wage increases for all compensated hours shall be retroactive to April 1, 2008 and all nurses who receive such payments from that date shall receive such retroactive amounts as appropriate.

For those no longer in the employ of the Employer, the Employer shall give notice of their entitlement to retroactive increases by ordinary mail to the last place of residence listed in the Employer's records, with a copy of the notice to be sent to the Association. Only those former employees who apply within thirty (30) days of the date of mailing of the notice shall be entitled to receive money under this retroactivity provision.

All retroactivity will be paid not later than six (6) weeks following the signing of the Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents under the hands of the respective proper officers duly authorized in that behalf.

SIGNED at Kingston, Ontario this 27 day of JULY 2011.

**ON BEHALF OF THE CORPORATION
OF THE CITY OF KINGSTON:**

Mayor

City Clerk

Deanne Roberge

Deanne Roberge

**ON BEHALF OF THE ONTARIO
NURSES' ASSOCIATION (RIDEAUCREST)**

Liz Dewar

Liz Dewar

Wende Wagar

Wende Wagar

Bernadette Bjerknes

JoAnn McDermid

JoAnn McDermid

APPENDIX "A" - SALARY SCHEDULE

FULL TIME / PART TIME REGISTERED NURSE:

	April 1, 2008 Hourly	April 1, 2009 Hourly	April 1, 2010 Hourly
Start	27.67	28.50	29.36
1 Year	28.08	28.92	29.79
2 Year	28.55	29.41	30.29
3 Year	29.95	30.85	31.78
4 Year	31.37	32.31	33.28
5 Year	33.14	34.13	35.15
6 Year	34.91	35.96	37.04
7 Year	36.71	37.81	38.94
8 Year	39.31	40.49	41.70
25 Year	40.00	41.20	42.44

Percentage in Lieu – Appendix 'A'

*In addition to the above rates, the compensation for a part-time nurse shown on Appendix "A" is an amount of 14% in lieu of fringe benefits being those benefits to a nurse paid in whole or in part by the Home as part of direct compensation or otherwise, save and except salary, vacation pay, uniform allowance, tour differentials, standby pay, call back guarantee, responsibility allowance, court attendance, bereavement pay, reporting pay, holiday pay, and educational bonus.

RESIDENT CARE COORDINATOR:

	April 1, 2008 Hourly	April 1, 2009 Hourly	April 1, 2010 Hourly
Start	29.87	30.77	31.69
1 Year	30.26	31.17	32.11
2 Year	30.71	31.63	32.58
3 Year	32.17	33.14	34.13
4 Year	33.69	34.70	35.74
5 Year	35.49	36.55	37.65
6 Year	37.34	38.46	39.61
7 Year	39.28	40.45	41.66
8 Year	41.94	43.20	44.50
25 Year	42.79	44.07	45.39

STAFF DEVELOPMENT COORDINATOR:

	April 1, 2008 Hourly	April 1, 2009 Hourly	April 1, 2010 Hourly
Start	32.62	33.60	34.61
1 Year	33.04	34.03	35.05
2 Year	33.50	34.51	35.55
3 Year	35.14	36.19	37.28
4 Year	36.81	37.91	39.05
5 Year	38.57	39.73	40.92
6 Year	40.32	41.53	42.78
8 Year	40.42	41.63	42.88
25 Year	41.12	42.35	43.62

NURSE PRACTITIONER:

		April 1, 2009 Hourly	April 1, 2010 Hourly
Start		46.19	47.58
1 Year		46.88	48.29
2 Year		47.65	49.09
3 Year		50.00	51.50
4 Year		52.36	53.94
5 Year		55.32	56.99

APPENDIX "B"

LETTER OF UNDERSTANDING

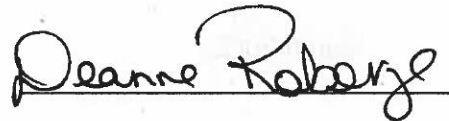
Effective 1 month after ratification, the Extended Health Care Plan will include:

Physiotherapist: Services of a physiotherapist who does not have an agreement with the provincial health insurance plan are limited to \$300.00 (Three Hundred Dollars) per covered person per 12 consecutive months.

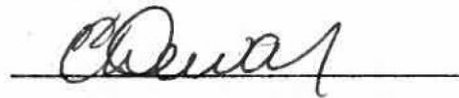
Chiropractic: Services of a licensed chiropractor up to a maximum of three hundred dollars (\$300.00) per covered person per 12 consecutive months. These services must be authorized in writing by the covered person's attending physician.

Massage Therapist: Up to a maximum of Three Hundred Dollars (\$300.00) per covered person per 12 consecutive months. These services must be authorized in writing by the covered person's attending physician.

Deanne Roberge
Manager, Labour Relations and Health & Safety



Elizabeth Dewar
Labour Relations Officer



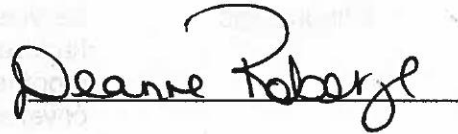
March 2008

APPENDIX "C"

LETTER OF UNDERSTANDING

Effective One (1) month after ratification of this Agreement, the Employer shall make available an out of province/country travel plan to eligible full time nurses. The coverage shall be as per the insurance policy between the Employer and the insurer. The premium of the out of province/country plan will be paid 100% by the employee.

Deanne Roberge
Manager, Labour Relations and Health & Safety



Elizabeth Dewar
Labour Relations Officer



March 2008