

**COLLECTIVE AGREEMENT**

**between**

**THE CORPORATION OF THE CITY OF CORNWALL  
(Hereinafter referred to as the "Employer")**

**AND**

**ONTARIO NURSES' ASSOCIATION  
(Hereinafter referred to as the "Association")**

**Expiry: MARCH 31, 2016**

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**ARTICLE 1 – PURPOSE**

- 1.01 It is the purpose of both parties to this Agreement:
- (1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Association.
  - (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment services.
  - (3) To encourage efficiency in operations.
  - (4) To promote the morale, well-being and security of all nurses within the bargaining unit.
  - (5) To recognize that both the nurses and the Employer wish to work together and provide the residents of the Home with the best possible care.
- 1.02 The employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

**ARTICLE 2 - DEFINITIONS**

2.01 Association

Any and all references to the word Association throughout this Agreement shall be taken to mean the Ontario Nurses' Association.

2.02 Part-Time Nurse

Any reference to a part-time nurse throughout this Agreement shall mean a nurse who normally works less than five (5) shifts per week.

2.03 Registered Nurse

A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Nursing Act. A registered nurse is required to present to the Director of Nursing by February 15<sup>th</sup> of each year, his current Certificate of Competence or an acknowledgment from the College of Nurses of Ontario that the registration fee has been paid.

**ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Association recognizes that the management function of the Employer and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as may be modified by the provisions of this Agreement, and without restricting the generality of the foregoing the Association acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;

- (b) Hire, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Make and enforce and alter from time-to-time reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of this Agreement.

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

- 3.02 It shall remain the right of the Employer to operate and manager the Home in all respects in accordance with its commitments, obligations and responsibilities.

The Employer shall determine the number of nurses needed at any time and have the right to make and alter from time-to-time rules and regulations to be observed by the nurses, but before altering any such rules the Employer will discuss same with the Management and Nurses' Committee and give the Association Representative thereon an opportunity of making representations with regard to such proposed alterations and endeavour to obtain mutual agreement thereon.

#### **ARTICLE 4 - RECOGNITION**

- 4.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for Registered and Graduate Nurses employed in a nursing capacity at Glen-Stor-Dun Lodge Home For The Aged, situated in the City of Cornwall, save and except the Director of Nursing and persons above the rank of Director of Nursing.
- 4.02 The Employer shall provide the Association with the names, addresses, categories and Social Insurance Numbers of newly hired nurses within one (1) month of their starting date.

#### **ARTICLE 5 - DISCRIMINATION**

- 5.01 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 or political affiliation.
- 5.02 There shall be no discrimination by the Employer or the Association against any nurse on account of membership or non-membership in the Association and of any participation in activities on behalf of the Association.

#### **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

- 6.01 The Association agrees that during the life of this Agreement, there will be no strike or stoppage of work either partial or complete, and the Employer agrees that there will be no lockout.

## **ARTICLE 7 – COMMITTEES**

### 7.01 Association Negotiating and Grievance Committee

The Employer shall recognize a Committee of three (3) Association members to meet with authorized representatives of the Employer for the purpose of:

- a) Revision and negotiating renewal of the Collective Agreement.
- b) Discussion of matters arising out of the interpretation or administration of this Agreement.
- c) Presentation of any complaints or grievances that may arise.

7.02 The Association shall advise the Employer of the names of the nurses who have been appointed or elected to the Committee. This notification shall be submitted in writing at least two (2) weeks prior to the commencement of negotiations.

7.03 The Association shall have the right to have the assistance of a representative of the Ontario Nurses' Association during the negotiations of renewals of the Collective Agreement or any amendments thereto and in the presentation of any grievance.

### 7.04 Time Off for Negotiating Meetings

It is agreed that any member of the Committee who is in the employ of the Employer, shall have the right to attend meetings held with representatives of the Employer for the purpose of negotiating renewal or amendments to the Agreement.

A nurse shall be entitled to remuneration at his/her regular rate of pay for time lost from work while attending such meetings. Such payment shall, however, be limited to the length of the meeting and shall not exceed the amount the nurse would normally have earned for such regular working day.

### 7.05 Management and Nurses' Committee

A Management and Nurses' Committee shall be established consisting of not more than three (3) representatives of the Association and not more than three (3) representatives of the Employer.

Meetings shall be held as may be mutually agreed upon and scheduled at least once every three (3) months.

A nurse who is a member of the Management and Nurses' Committee shall be entitled to remuneration at his/her regular rate of pay for time lost from work while in attendance at these meetings.

### 7.06 Function of Committee

The Committee shall concern itself with the following general matters:

- (1) Considering constructive criticisms of all activities so that better relations shall exist

between the Employer and the nurses.

- (2) Improving and extending services, including public relations, and relations with residents.
- (3) Promoting safety and sanitary practices.
- (4) Reviewing suggestions from nurses and/or Employer questions of working conditions, including workload and services, (but not grievances concerned with services).
- (5) Correcting conditions causing grievances and misunderstandings.

#### 7.07 Professional Responsibility

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

- (a)
  - (i) Complain in writing to the Nurse-Management Committee within thirty (30) calendar days of the alleged improper assignment. The Chairman of the 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 five (5) calendar days of the meeting of the Committee, the complaint shall be forwarded to an Independent Assessment Committee composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Employer and one (1) chosen from a panel of independent registered nurses who are well respected within the profession and who shall act as Chairperson.
  - (iii) 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 decision it finds appropriate in the circumstances. The Assessment Committee shall report its decisions in writing to the parties within thirty (30) calendar days following the completion of its Hearing.
- (b)
  - (i) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expense are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

#### 7.08 Occupational Health and Safety Committee

- a) The Employer and the Association agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent accidents, injury and illness.

- b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention - Health and Safety Committee, at least one (1) representative selected or appointed by the Association from the bargaining unit employees. At least one of the employees representing workers under the Occupational health and Safety Act who is trained to be a certified worker as defined under the Act shall be from the Association.
- c) Any representative appointed or selected in accordance with the paragraph above, shall serve a term of at least one (1) calendar year from the date of appointment. Time off for representatives to perform these duties shall be granted.
- d) Such Committee shall identify potential dangers and hazards, institute means of improving Health and Safety programs, and recommend actions to be taken to improve conditions relating to Occupational Health and Safety.
- e) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its function.
- f) A member of the Committee is entitled to:
  - i) up to one hour or such longer period of time as the Committee determines is necessary to prepare for each committee meeting;
  - ii) such time as is necessary to attend meetings of the Committee; and
  - iii) such time as is necessary to carry out inspections and investigations under subsection 9(26) and 9(31) of the Act ref: Occupational Health and Safety Act. Sec 9(34). A member of the Committee shall be deemed to be at work during the times described above and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper. Ref: Occupational Health and Safety Act. Sec 9(35)
- g) Meetings shall be held every second (2<sup>nd</sup>) month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- h) A member of the Committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay for the time spent at the member's regular or premium rate as may be proper. This provision does not apply with respect to employees who are paid by the Agency for the time spent fulfilling the requirements for becoming certified.

#### **ARTICLE 8 - ASSOCIATION DUES AND SECURITY**

- 8.01 The Employer shall deduct from the first (1<sup>st</sup>) payroll of each month from the pay due to each nurse who is covered by this Agreement a sum equal to the monthly Association dues of each nurse. The Association shall notify the Employer in writing of the amount of

such dues from time-to-time. The Employer will send to the Ontario Nurses' Association monthly, by the fifteenth (15<sup>th</sup>) of the following month, its cheque for the dues so deducted, along with a list of names of the nurses and the amount of such deduction for each nurse. Each list shall show the Social Insurance Number of each nurse, and the initial list shall contain the address of each nurse.

8.02 In the case of part-time nurses, dues shall be paid on a monthly basis as determined by the Association and shall be deducted from the first (1<sup>st</sup>) pay he/she receives in every month.

8.03 The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.

8.04 Newly Hired Nurses

The Employer agrees to inform new nurses of the fact that a Union agreement is in effect and will provide such nurses with the names of the Executive of the Association.

8.05 Assignment of Bargaining Unit Work

Assignment of work normally performed by members of the bargaining unit to other employees shall not result in the termination, layoff, or reduction in hours of work of any members of the bargaining unit employed at the time of the assignment.

The Employer will ensure that bargaining unit registered nurses work sufficient hours per week so that residents will receive at least an average of 0.29 hours/resident/day of bargaining unit RN care per day. Bargaining unit RN hours will not be reduced as a result of this provision.

These hours will consist of 2 RNs (12 hours on days, 7 days/week) 1 RN ( 12 hours on nights 7 days/week) and an RN ( two 8 hours days per week) for Doctor's day or some variation thereof that will reflect the .29 hours/resident/day.

Notwithstanding the above, the Employer will ensure there is at least one (1) registered nurse who is both an employee of the home and a member of the regular nursing of the home on duty and present in the home at all times.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

9.01 Definition of Grievance

A grievance shall be defined as any differences arising out of interpretation, application, administration or alleged violation of the Collective Agreement.

No grievance shall be considered where the circumstances giving rise to it occurred or originated more than fifteen (15) working days before the filing of the grievance in writing with the Director of Nursing.

9.02 Grievance Pay Provision

Members of the Association who are in the employ of the Employer shall not suffer any



loss of pay or benefits for time involved during Steps 1 and 2 of the procedures established for settling grievances.

### 9.03 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

It is understood that an employee has no grievance until he/she has first given his/her Supervisor an opportunity to adjust his/her complaint. In discussing his/her complaint, the employee may be accompanied by his/her steward. The employee will have three (3) working days from the occurrence of the incident to lodge the complaint. If there is no settlement within the three (3) days, it shall then be taken up as a grievance in the following manner and sequence.

#### Step 1

The aggrieved nurse(s) will submit the grievance to the Association's Grievance Committee and if the nurse(s) and/or the Committee consider the grievance to be justified, he/she or they will first seek to settle the dispute with the Director of Nursing.

#### Step 2

Failing satisfactory settlement within five (5) working days after the grievance was submitted under Step 1, the Grievance Committee shall within three (3) working days thereafter submit to the Administrator of the Home or his/her designate, a written copy of the grievance and the redress sought.

The Administrator of the Home or his/her designate, shall render his/her decision within five (5) working days after the receipt of such grievance and may, if he/she deems it to be expedient, meet with the Grievance Committee within this period to further discuss and consider the grievance.

#### Step 3

Grievances proceeding to Step 3 must be submitted to the Human Resources Department within seven (7) days of the date of the Administrator's response at Step 2. The C.A.O. or his/her appointee shall, within ten (10) working days of receipt of the grievance, arrange a meeting with the Grievance Committee, who may be accompanied by the Labour Relations Officer.

The C.A.O. shall within ten (10) working days from the date of the grievance hearing, render his/her decision in writing to the Chairperson of the Grievance Committee. If this decision is not satisfactory to the Association, the grievance may be referred to Arbitration by either party. Such referral shall be made within ten (10) working days.

### 9.04 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of nurses, the Association or the Employer has a grievance, Step 1 of the Grievance Procedures may be bypassed.

A Policy Grievance must be presented to the other party by the grievor(s) in writing and within fifteen (15) working days of the incident being grieved.

9.05 Management Grievance

Any grievance instituted by Management is to be referred in writing stating particulars of the grievance and redress sought, to the Bargaining Unit President within fifteen (15) days of the incident so grieved. The Grievance Committee shall meet within ten (10) working days to consider the grievance and shall render its decision within five (5) working days of such meeting. Management shall have the right to attend this meeting.

9.06 Association Grievance

The Association shall have the right to originate a grievance on behalf of a nurse or a group of nurses. The grievance shall be presented at Step 2 within fifteen (15) working days of the incident so grieved.

**ARTICLE 10 - ARBITRATION**

10.01 In the event that a matter is not resolved through the grievance procedure outlined above, either of the parties to this Agreement may notify the other party in writing of its desire to submit the matter in dispute to either a Board of Arbitration or a single arbitrator. If the recipient of the notice and the party desiring the arbitration do not, within a period of ten (10) days after the receipt of the said notice agree upon a single arbitrator, or a Chairperson of a Board of Arbitration or fail to appoint a nominee, the appointment of the arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

Any arbitrator appointed pursuant to this Article has no jurisdiction to alter, modify or amend the collective agreement or make any decision that is inconsistent with the provisions of this Agreement.

The decision of the arbitrator appointed pursuant to this Article is final and binding upon the Employer, the Association and any Employee affected thereby.

The Employer and the Association shall share equally the cost of the arbitration proceedings and the Arbitrator.

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

10.02 Time Limit For Grievance and Arbitration Procedures

The time limits referred to in the Grievance and Arbitration Procedures shall be exclusive of Saturdays, Sundays, and holidays as provided for by Article 18.01.

The limits may also be extended on written consent of both parties, as they are considered discretionary rather than mandatory.

## **ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE**

11.01 The Employer agrees that where a nurse is required to attend a meeting with the Employer that may lead to disciplinary action, or to impose formal discipline, as a good labour relations practice, it will inform the nurse of the purpose of the meeting and of his/her right to be accompanied by a Union Representative at such meeting.

The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:

- (a) Reasons which are arbitrary, discriminatory, or in bad faith;
- (b) Exercising a right under this Agreement.

A claim by a probationary nurse that he/she has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Employer at Step 2 within seven (7) days after the date the release is effective. Such grievance shall be treated as a special grievance as set out below.

The Employer agrees to provide written reasons within seven (7) calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed his/her probationary period, without just cause.

A claim by a nurse who has completed his/her probationary period that he/she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Employer at Step 2 within seven (7) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) Confirming the Employer's disciplinary action; or
- (b) Reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost.

### 11.02 May Omit Grievance Procedure

A nurse considered by the Association to be wrongfully or unjustly discharged or suspended shall be entitled to a Hearing under the Grievance Procedures beginning at Step 2.

### 11.03 Warnings

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 such nurse's record has been discipline free for one (1) year. Leaves of absence in excess of sixty (60) continuous calendar days will not count towards either period referenced above.

## **ARTICLE 12 - SENIORITY**

### 12.01 Seniority

Seniority is defined as the length of service in the bargaining unit. A nurse who has completed the probationary period as herein set out shall have his/her name placed on the seniority list with the seniority effective on the date the nurse last commenced to work for the Employer.

Seniority for part-time nurses shall be on the basis of days worked during such period of employment and the seniority accumulated while so employed shall, on the principle that two hundred (200) days worked equals one (1) year, be credited to any seniority accruing with succeeding full-time employment.

A full-time nurse who transfers to a part-time employment shall retain the seniority accumulated during his/her full-time employment and the seniority that is accrued with succeeding part-time employment shall be credited thereto.

### 12.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each nurse's service commenced. An up-to-date seniority list shall be sent to the Association twice a year (by March 31<sup>st</sup> and by September 30<sup>th</sup>) and copies will be available to each member.

### 12.03 Probation Period

A nurse prior to having accumulated a total of four hundred and eighty (480) hours worked shall be considered to be on probation.

### 12.04 Retention and Loss of Seniority

- (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
  - (i) approved leave of absence with pay;
  - (ii) when in receipt of remuneration under the sick leave provisions of this agreement;
  - (iii) when in receipt of Workplace Safety and Insurance Benefits which are the result of an accident occurring while in the employ of the Employer.
- (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
  - (i) when on an approved leave of absence;
  - (ii) when absent due to layoff for a period of twenty-four (24) calendar months;
  - (iii) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period beyond twenty-four (24)

months and up to thirty (30) months;

- (iv) when on illness absence not paid by the employer for a period up to thirty (30) months;

The Union and the Employer agreed to abide by the Human Rights Code.

- (c) Seniority shall be lost when a nurse is absent from work under the following circumstances:
  - (i) he/she is discharged for just cause;
  - (ii) he/she resigns in writing;
  - (iii) he/she is absent from work in excess of (3) three consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
  - (iv) he/she fails to return to work within seven (7) calendar 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. A nurse recalled for casual work or employment of short duration at a time when he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work.

- (v) he/she is laid off for a period of longer than twenty-four (24) months.

## **ARTICLE 13 - PROMOTION AND STAFF CHANGES**

### **13.01 Job Postings**

When a vacancy occurs, or a new position is created inside of the bargaining unit, the Employer shall post notice of the position on the bulletin board designated for such purpose for a minimum of seven (7) calendar days and send a copy of the notice to the Bargaining Unit President.

### **13.02 Role of Seniority in Promotions and Staff Transfers**

Both parties recognize:

- (1) the principle of promotion within the service of the Employer;
- (2) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, nurses should be selected for available positions on the basis of skill, ability, experience, qualifications, and seniority shall prevail whenever all other factors are considered to be relatively equal.

### 13.03 Trial Period

The successful applicant shall be placed on trial for a period of two hundred and forty (240) hours worked, and at the discretion of the Employer upon completion of such period, shall be declared permanent or returned to his/her former position.

A nurse may, subject to the consent of the Employer, return to his/her former position within the trial period. A nurse returning to his/her former position shall have his/her salary rate reverted accordingly, but shall not lose any seniority.

Any other nurse affected by such reversion of employment shall also be returned to his/her former position and salary rate without loss of seniority.

### 13.04 Notification of Appointment

The name of the applicant appointed to a vacant position shall be posted on the bulletin board designated for such purpose.

### 13.05 Handicapped Worker Provision

An employee who is unable through injury or illness to perform his/her normal duties may be provided with alternate suitable employment if such is available and provided such employee does not displace another employee.

## **ARTICLE 14 - LAYOFFS AND RECALLS**

### 14.01 Role of Seniority in Layoffs

A nurse who is affected by a work shortage will be entitled to claim the job held by another nurse within the bargaining unit subject to the following conditions:

- (a) that the nurse claiming such other job can meet the normal requirements of the work to be done;
- (b) that such other job is held by a nurse with less seniority.

### 14.02 Recall Procedure

Nurses who are on lay off shall be recalled in order of seniority provided that they are qualified to perform the available work.

### 14.03 New Employees

No new nurses shall be hired until those qualified to perform the same type and class of work on lay off have been given an opportunity of recall.

### 14.04 Advance Notice of Lay Offs

- (a) Any reduction to the present staff complement shall not be effected by the Employer until the Association has been advised of the reasons therefore.

- (b) A nurse who has completed his probationary period that is to be laid off shall be given notice thereof in accordance with the provisions of the Employment Standards Act, and a copy of such notice shall be sent to the Association.
- (c) In the event of a pending lay off of a permanent or long term nature (a lay off which will be longer than thirteen (13) weeks), the Employer will provide the Association with ninety (90) days' notice and meet with the Association to review the following:
  - (i) the reason causing the lay off;
  - (ii) the service which Glen Stor Dun Lodge will undertake after the lay off;

And

  - (iii) the method of implementation, including areas of cutback and the employees to be laid off.

## **ARTICLE 15 - EMPLOYEE REPORTS AND FILES**

### 15.01 Performance Reports

- (a) The Employer shall make available to a nurse or an Officer of the Association, with the consent of the nurse concerned, any report concerning his/her work which may be on file, including particulars of any complaint that may be detrimental to the nurse's advancement or standing with the Employer.
 

A nurse who reviews any such report shall acknowledge same by affixing thereto his/her signature and the date thereof.
- (b) Each nurse shall be provided with a signed copy of a written evaluation of his/her work performance at the completion of his/her probationary period and on each anniversary of employment thereafter. A nurse shall acknowledge receipt of such evaluation by affixing his/her signature to the original and the date thereof.
- (c) The Employer shall not introduce as evidence at a Hearing relating to disciplinary action any document from the file of an employee without first (1<sup>st</sup>) making the nurse aware of its existence.

## **ARTICLE 16 - LEAVE OF ABSENCE**

### 16.01 General Leave

A nurse shall be entitled to leave of absence for a maximum of eighteen (18) months without pay or benefits but without loss of seniority when he/she requests such leave for good and sufficient cause.

Such request shall be submitted to the Employer in writing for his/her consideration as early as is reasonably possible prior to the date the leave is to commence.

16.02 (a) Leave of Absence for Association Business

Upon request to the Employer, a nurse who is elected or appointed to represent the Association at conventions or to attend Executive and Committee meetings of the Association, shall be allowed leave of absence with benefits for a maximum of twenty-five (25) days in any one (1) calendar year.

(b) Leave of Absence - President

A nurse who is elected to the Office of President of the Ontario Nurses' Association shall be granted leave(s) of absence upon request. The nurse agrees to notify the Employer of her/his intention to return to work within six (6) weeks following the termination of office.

(c) Leave of Absence - Board of Directors

A nurse, who is elected to the Board of Directors of the Ontario Nurses' Association other than to the Office of President, shall be granted leave of absence as requested.

Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Association Leave provided in 16.02(a).

- (d) During any leave of absence on Association business including Chartered Local Association business, leave for members of the Board of Directors and the Office of President, the Employer shall keep salary and benefits whole and the Association agrees to reimburse the Employer for salary, and the Employer contributions to benefits. It is further agreed that during any such leave of absence there shall be no loss of seniority for the purposes of salary advancement and vacation entitlement or any other entitlement. Any nurse, who is granted leave under this provision shall be entitled to her/his previous regular employment upon the expiration of such leave, provided the position is still existent.

16.03 Special Leave

- (a) Leave of Absence without pay but without loss of seniority for up to two (2) years may be granted to any nurse who accepts a position with a recognized health organization, provided such nurse is prepared to accept the first (1<sup>st</sup>) vacant position that is offered after this period of leave.

- (b) Leave of Absence without pay but without loss of seniority may be granted to any nurse who desires to be a candidate in Federal, Provincial or Municipal Elections. A nurse who is elected to such Public Office shall be allowed leave of absence without loss of seniority during his/her term of office provided that he/she is prepared to accept the first (1<sup>st</sup>) vacant position that is offered after this period of leave.

(c) Professional Leave

Professional leave with pay, to a maximum of five (5) days during any one (1) calendar year will be granted to nurses who are elected to the College of Nurses



and/or the Registered Nurses' Association of Ontario to attend regularly scheduled meetings of such organization.

(d) Education Leave

- (i) Leave of absence without pay or benefits for the purpose of further education directly related to the nurse's employment with the Home may be granted on written application by the nurse to the Administrator of the Home.
- (ii) A nurse shall be entitled to leave of absence with pay and without loss of seniority and benefits, to write examinations pursuant to courses required to meet standards or upgrade the nurse's qualifications for service within the Home.

16.04 Compassionate Leave

A nurse who notifies the Home as soon as possible following a bereavement shall be granted four (4) consecutive working days off without loss of her/his regular pay for her/his scheduled hours, in conjunction with the day of the funeral of a member of her/his immediate family.

"Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, sister-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, grandparent, grandchild, niece or nephew.

A nurse shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of her or his aunt or uncle.

Where a nurse does not qualify under the above-noted conditions, the Home may nonetheless grant bereavement leave. The Home, in its discretion, may extend such leave without pay. An additional day's leave without loss of pay or benefits shall be granted for travel in excess of four hundred (400) km.

16.05 Jury and Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority to a nurse who serves as a juror or witness in any court.

- (a) The Employer shall pay a full-time nurse the difference between his/her normal earnings and the payment he/she received for jury service. The nurse shall present proof of service and the amount of pay received.
- (b) The Employer shall pay a part-time nurse the difference between his/her normal earnings and the payment he/she received for jury service only when such leave is required to be taken during scheduled periods of employment, and providing that the nurse has given the Employer notice of his/her intention to be so absent with twenty-four (24) hours of receipt of such subpoena.
- (c) Time spent by a nurse required to serve as a court witness in any legal procedures in which the Employer is a party to such proceedings shall be considered as time worked with entitlement to the regular rate of pay.

## 16.06 Pregnancy Leave

- (a) Pregnancy leave of absence will be granted in accordance with the provisions of the Employment Standards Act, except where amended by this provision.
- (b) A nurse who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the expected date of birth shall be entitled, upon her written application, to a pregnancy leave of absence of a maximum of seventeen (17) weeks from employment.

A nurse entitled to pregnancy leave of absence under Article 16.06 is also entitled to parental leave of absence under Article 16.07, such that a pregnant employee is entitled to a combined total of fifty-two (52) weeks leave of absence prior to and after delivery.

- (c) The nurse shall give the Employer written notification at least four (4) weeks in advance of the anticipated date of commencement of her leave of absence and of the expected date of return.

Where circumstances change such that the date of the commencement of the pregnancy leave originally anticipated by the nurse changes, the nurse shall notify the Employer thereof as soon as possible.

- (d) A nurse not intending to return to work with the Home is required to advise her Employer in writing at least four (4) weeks prior to the expiry of her pregnancy leave.
- (e) A nurse granted pregnancy leave shall be reinstated to her former position and job duties, unless they have been discontinued. Unless she is subject to lay off, she shall be given a comparable job in terms of level of responsibility and remuneration.
- (f) A nurse shall continue to accumulate seniority for a maximum period of seventeen (17) weeks if a nurse's absence was due to a pregnancy leave, and for a maximum period of thirty-five (35) weeks if the nurse's absence is due to a parental leave. In addition, the Employer will continue to pay its share of the premiums of the subsidized employee benefits in which the nurse is participating for up to seventeen (17) weeks from the commencement of the pregnancy leave, and for up to thirty-five (35) weeks from the commencement of the leave while the nurse is on parental leave, unless the nurse does not intend to pay her contributions.
- (g) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefits (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a bi-weekly supplemental employment benefit. That benefit will be the equivalent of the difference between eighty-four percent (84%) 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 (2) week Employment Insurance

waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

#### 16.07 Parental Leave

- (a) Parental Leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended by this provision.
- (b) A nurse who has been employed for at least thirteen (13) weeks and who is the parent of a child is entitled to parental leave of absence without pay for a maximum of thirty-five (35) weeks following:
  - (i) the birth of a child;
  - (ii) coming of the child into the care, custody and control of the parent for the first (1<sup>st</sup>) time.
- (c) The parties acknowledge that "parent" is defined by the Employment Standards Amendment Act (Pregnancy and Parental Leave) 1990 to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat that child as his or her own.
- (d) The nurse shall give the Employer written notification at least four (4) weeks in advance of the anticipated date of commencement of the leave of absence and of the expected date of return. If, because of late receipt of confirmation of a pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (e) A nurse not intending to return to work with the Employer is required to advise her/his supervisor in writing at least two (2) weeks prior to the expiry of his or her parental leave.
- (f) A nurse granted parental leave shall be reinstated to her/his former position and job duties, unless they have been discontinued. Unless she/he is subject to lay off, she/he shall be given a comparable job in terms of level of responsibility and remuneration.
- (g) A nurse shall continue to accumulate seniority for a maximum period of thirty-five (35) weeks if the nurse's absence is due to parental leave. In addition, the employer will continue to pay its share of the premiums of the subsidized employee benefits in which the nurse is participating for up to thirty-five (35) weeks from the commencement of the parental leave, unless the nurse does not intend to pay her/his contributions.
- (h) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement and

who is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act, shall be paid a bi-weekly supplemental employment benefit. That benefit will be the equivalent of the difference between eighty-four percent (84%) of her/his regular weekly earnings and the sum of her/his weekly Employment Insurance Benefits during the leave and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that she/he is in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The employee's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours.

## **ARTICLE 17 - SHORT TERM/LONG TERM DISABILITY PLAN**

### 17.01 Sick Leave Defined

Sick leave means the period of time a nurse is absent from work with or without full pay by virtue of being sick or disabled, or under examination or treatment of a physician, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act, 1997.

17.02 All continuous full-time nurses who have completed the probationary period of employment, and who are absent from work by virtue of being sick or disabled because of an injury for which compensation is not payable under the Workplace Safety and Insurance Act, 1997, shall, effective November 1, 1988, be eligible for sick leave benefits as follows:

- (i) One hundred percent (100%) of regular salary for the first (1<sup>st</sup>) five (5) working days of such absence in the period of twelve (12) months that commences on January 1<sup>st</sup> of each year.
- (ii) Seventy-five percent (75%) of regular salary for all additional sick leave that occurs within such period of a maximum of eighty (80) working days.
- (iii) Sick leave that extends beyond a period of one hundred and nineteen (119) consecutive calendar days (elimination period) shall be subject to long term disability insurance with a benefit equal to seventy percent (70%) of regular salary, to a maximum of \$5,000.00 per month, less any disability benefits payable under another plan(s) to which contributions were made by the Employer.

An employee in receipt of long term disability benefits shall not be entitled to any of the remuneration referred to in items (i) or (ii) hereof. Long term disability benefit in excess of \$3,500.00 per month shall be subject to the employee providing the insurer with medical evidence that is satisfactory to the insurer.

17.03 (a) A nurse who is unable to assume his/her employment responsibilities due to illness shall notify the Employer of such absence as early as possible.

- (b) A nurse may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that he/she was unable to carry out his/her duties due to illness.
- 17.04 Commencing in 1989, a nurse who is not in receipt of long term disability benefits, and who does not utilize his/her entitlement to the benefit referred to in 17.02(i) either in whole or in part, shall receive payment equal to fifty percent (50%) of his/her regular salary for each of the unused days at the conclusion of the stated period of twelve (12) months.
- 17.05 When a nurse has completed any portion of her/his regularly scheduled tour prior to going on sick leave benefits or Workplace Safety and Insurance benefits, she/he shall be paid for the balance of the tour at her/his regular straight time hourly rate.
- 17.06 A nurse who transfers from full-time to part-time may elect to retain her/his accumulated sick leave credits to be utilized during part-time scheduled shifts or subsequent full-time employment as provided under the sick leave plan in which she/he participates as of the date of this Agreement.
- 17.07 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 17.08 Employment Insurance Rebate

The short-term sick leave plan shall be registered with Human Resources Development Canada. The nurse's share of the Employer's employment insurance premium reduction will be retained by the Home towards offsetting the cost of the benefit improvements contained in this Agreement.

17.09 Compensation Pending Workplace Safety and Insurance Benefits

Where the nurse is absent from work due to accidental bodily injury arising out of, or in the course of his/her employment, and is or become entitled to indemnity in accordance with the provision of the Workplace Safety and Insurance Act, 1997, such nurse shall, subject to (a) and (b) be paid during such absence, his/her regular rate of pay:

- (a) The amount paid for such absence shall not exceed the nurse's total accumulated sick leave credits.
- (b) Any amounts paid by the Employer and recovered from the Workplace Safety and Insurance Board shall be retained by the Employer, and an equivalent amount of sick leave credits reinstated by any such nurse.

**ARTICLE 18 - HOLIDAYS**

18.01 Paid Holidays

Full-time nurses shall receive the following holidays without loss of pay:

New Year's Day  
Family Day  
Easter Monday

Day after New Year's Day  
Good Friday  
Victoria Day

Canada Day  
Labour Day  
Christmas Day

Civic Holiday  
Thanksgiving Day  
Boxing Day

#### 18.02 Scheduling of Days in Lieu of Holidays

If a paid holiday is observed on a nurse's day off and the nurse does not work on that day, he/she shall be allowed within the succeeding ninety (90) day period, another day off with pay at a time agreeable to him/her and the Employer.

Where the nurse and the Employer are unable to agree on another day off with pay that occurs within the ninety (90) day period, that period may be extended by mutual consent.

Where the nurse and Employer are unable to agree on such an extension of the ninety (90) day period, the nurse shall be paid a sum that is equal to his/her pay for a regular work shift, in lieu of the day off with pay.

#### 18.03 Work on Holidays

A full-time nurse required to work on any holiday listed in 18.01 shall, in addition to her/his regular pay for the holiday, be paid at the rate of time and one-half (1½) for each hour so worked as defined in 20.01.

In lieu of her/his regular pay, the employee may opt for a lieu day off with pay. The timing of such lieu day shall be by mutual consent other than July, August and December.

#### 18.04 Holiday Pay for Part-Time Nurses

- (a) A part-time nurse shall be entitled to remuneration that is equal to her/his pay for a regular work day for holidays as set out in 18.01 only when:
  - (i) she/he has been employed for three (3) months or more;
  - (ii) she/he works at least eight (8) shifts within the four (4) week period that precedes the applicable holiday;
  - (iii) she/he works on her/his scheduled day of work preceding and following the holiday.
- (b) A part-time nurse required to do work on any holiday listed in 18.01 shall in addition to her/his regular pay for holiday, be paid at the rate of time and one-half (1½) for each hour so worked as defined in 20.01.

18.05 A shift that begins or ends during the twenty-four (24) hour period of any of the above holidays, where the majority of time worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift for purposes of compensation.

**ARTICLE 19 - VACATIONS****19.01 Length of Vacations**

Effective March 31, 2006 all full-time nurses shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than one (1) year	1¼ working day for each month of employment
One (1) year or more	three (3) weeks
Three (3) years or more	four (4) weeks
Fourteen (14) years or more	five (5) weeks
Twenty (20) years or more	six (6) weeks
Twenty-eight (28) years or more	seven (7) weeks

Any change in a nurse's vacation entitlement in accordance with this Article shall accrue to her/him in the employment year in which it is earned.

Part time vacation per cent in lieu to increase as Full Time as per article 19.06

**19.02 Compensation for Holidays Falling Within Vacation Schedule**

When a holiday as defined herein falls on a day during which vacation is being taken, the nurse so affected shall be entitled to an additional day of vacation for the statutory holiday at such time as may be mutually agreed by the nurse and the Employer.

**19.03 Calculation of Vacation Pay**

Annual vacation under paragraph 19.01 shall be paid at the rate of pay in effect during the vacation period.

**19.04 Vacation Pay on Termination or Retirement**

Vacation allowance on termination of employment shall be the amount accrued at the date of termination.

**19.05 Vacation Schedules**

Nurses shall assist with the preparation of vacation schedules by advising the Director of Nursing of the preferable dates for annual vacations as per the following schedule.

May 1st to Oct 31st	request by March 15th	Authorized by April 15th
Nov. 1 to April 30th	request by Sept. 15th	Authorized by Oct. 15th

Seniority shall prevail in the event of any conflict with regard to preferable dates and the vacation schedules shall not be changed subsequent the authorisation dates unless mutually agreed to by the nurse and the Employer.

Any employee may, with the consent of the Employer, elect to defer vacation entitlement, not to exceed one (1) week to the next succeeding year, providing the employee has an annual entitlement of more than two (2) weeks.

#### 19.06 Vacation Pay for Part-Time Nurses

- (i) All part-time nurses shall be entitled to vacation time off in accordance with years of employment on the same basis as full-time nurses.
- (ii) A part-time nurse shall be paid for her/his vacation entitlement based on a percentage that is applied to her/his gross earnings, in the preceding calendar year, as follows:

An entitlement of less than four (4) weeks	6%
An entitlement of four (4) weeks	8%
An entitlement of five (5) weeks	10%
An entitlement of six (6) weeks	12%
An entitlement of seven (7) weeks	14%

#### 19.07 Time Off for Vacations

Employees, other than those employees who normally works less than five (5) shifts per week and students employed during the school vacation periods, shall be required to take time off from work for annual vacation entitlement. And, no employee shall be entitled to take more than 3 weeks vacation between July 1<sup>st</sup> and September 1<sup>st</sup> of each year.

### **ARTICLE 20 - HOURS OF WORK**

#### 20.01 Regular Working Hours

The regular working hours for nurses within the bargaining unit shall be eight (8) hours per shift inclusive of a thirty (30) minute meal break during each eight (8) hour shift.

#### 20.02 Work Schedules

- (a) Work schedules for full-time nurses shall be posted at least four (4) weeks in advance, and for part-time nurses who are regularly scheduled for work, posting of schedules shall be at least two (2) weeks in advance.

Up to six (6) consecutive days may be scheduled. Additional consecutive days may be scheduled on the mutual agreement of the nurse and the Employer.

- (b)
  - (i) Work for full-time nurses shall be scheduled to provide for at least every second (2<sup>nd</sup>) weekend off with the understanding that the remaining days off in any two (2) week period may be split at the discretion of the Employer.
  - (ii) A part-time nurse shall not be scheduled or required to work on more than three (3) consecutive weekends unless she/he agrees to do so.
- (c) Scheduling of shifts shall, in so far as is practically possible, provide for a period of sixteen (16) hours off between a change of shifts and for at least twenty-four (24) hours whenever such change follows a period of night duty.



- (d) (i) The Employer will endeavour to accommodate requests made by nurses for specific days off provided such requests are received prior to the posting of the work schedule.
- (d) (ii) A nurse desiring a change to posted schedules may, at the discretion of the Employer, be granted such change provided the nurse concerned arranges to have another nurse or nurses to agree to the changes being effected and provided that such change does not entail the requirement of any overtime compensation.
- (e) A nurse that is asked by the Employer to work on his/her weekend off shall be paid at the rate of time and one-half (1½) for all hours worked during such weekend.
- (f) A nurse that is required by the Employer to work a complete shift within the succeeding sixteen (16) hours of his/her previous regular scheduled shift shall be paid for such shift at the rate of time and one-half (1½).
- (g) These scheduling regulations may be waived by the Employer between December 15<sup>th</sup> and January 15<sup>th</sup> so that nurses may receive four (4) or more consecutive days off at Christmas or New Year's unless mutually agreed otherwise.

Schedules for this period shall be posted at least four (4) weeks in advance.

- (h) A nurse who reports for work as scheduled shall be paid his/her regular rate of pay for a minimum of four (4) hours unless the nurse refrains from working on his/her own accord or ceases to work because of sickness.
- (i) Whenever the Employer wishes to cancel or change the work schedule for a part-time nurse, he/she shall give notice of such cancellation or change to the nurse concerned at least twenty-four (24) hours in advance of the scheduled reporting time.  
Where less than twenty-four (24) hours notice is given personally to the regular part-time nurse, time and one-half (1½) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first (1<sup>st</sup>) shift of the new schedule. Such changes shall not be considered a lay off.
- (j) The Employer shall not change the category or tour of duty of any nurse arbitrarily or unreasonably, and where the Employer does effect such a change, he/she shall do it in the following manner:
  - (i) with four (4) weeks notice to the nurse unless there is mutually agreement to a lesser period;
  - (ii) with the voluntary agreement of the nurse, or failing such agreement, by reverse order of seniority.
- (k) Notwithstanding the provisions of Article 3.02, and 20.02(j), the Employer has the right to change temporarily the tour of duty of a nurse for emergency reasons under the following conditions:

- (i) with as much notice as can be reasonably given under the circumstances;
- (ii) for a period of time that is as brief as is reasonably possible under the circumstances;
- (iii) by voluntary agreement, or, failing such agreement, by reverse order of seniority where possible under the circumstances.

#### 20.03 Rest Periods

All nurses shall be permitted to rest a period of fifteen (15) consecutive minutes in both the first (1<sup>st</sup>) and the second (2<sup>nd</sup>) half of a shift, at a time scheduled by the Employer.

#### 20.04 Orientation and In-Service

All newly employed nurses shall not be placed in charge in any area until he/she has been fully oriented to the unit where he/she will work.

It is agreed that an Orientation and In-Service program will be provided, reviewed and updated from time-to-time by members of the Management and Nurses' Committee as provided in Article 7.05.

Nurses shall be allowed time off for the purpose of participating in such related programs as and when required by the Employer.

### **ARTICLE 21 - OVERTIME AND CALL BACK**

21.01 The regular work week shall be forty (40) hours averaged over a two (2) week period (inclusive as of meal breaks as per Article 20.01). There shall be four (4) scheduled days off in every two (2) week period.

Work in excess of eight (8) hours in a standard day and time worked on scheduled days off shall be compensated at the rate of time and one-half (1½) the nurse's regular straight time hourly rate.

Work in excess of eight (8) hours on a paid holiday or on a day for which a nurse receives time and one-half (1½) straight time hourly rate shall be compensated at the rate of double his/her regular straight time hourly rate.

At the option of the nurse, lieu time at the premium rate without loss of pay may be taken at a time to be mutually agreed upon.

#### 21.02 Call Back Pay

A nurse who is called in to work outside her/his regular working hours shall be paid a minimum of three (3) hours at overtime rates commencing with the time she/he reports for duty and concluding on the completion of the necessary work.

#### 21.03 Shift Premium

Effective April 1, 2015, a nurse shall be paid a shift premium of one dollar and eighty five cents per hour (\$1.85) for each evening shift until the new 12 hours schedule is

implemented at which time this premium will no longer be necessary.

A nurse shall be paid a shift premium of two dollars and ten cents per hour (\$2.10) for each night shift. Effective on the first shift of the new 12 hrs schedule, a nurse shall be paid a shift premium of two dollars and thirty cents per hour (\$2.30/hr) for each of the 12 hrs of the night shift.

#### 21.04 Responsibility Allowance

Whenever the Director of Nursing is to be absent from the Home during her/his regular working hours she/he may, prior to such absence, designate a nurse to be in charge during the period of absence.

During the period of Monday to Friday, inclusive and being exclusive of the holidays stated in Article 18.01 hereof, a responsibility allowance of two dollars (\$2.00) per hour, effective April 1, 2015 shall be paid to the nurse(s) designated to be in charge whenever the designated responsibility of such nurse(s) is for a cumulative continuous period of four (4) hours or more between the hours of 7:00 a.m. and 3:00 p.m. Effective when the 12 hours schedule begins, this will be effective between 0600 and 1400.

#### 21.05 Weekend Premium

Effective April 1, 2015 a nurse shall be paid a weekend premium of two dollars and thirty cents per hour (\$2.30) for each hour worked between 2200 hours Friday and 2200 hours Sunday. Effective the day the 12hours schedule begins the hours will be 1800 hours Friday and 1800 on Sunday. A nurse receiving premium pay under Article 20.02 and 21.02 shall not be entitled to weekend premium that is provided under this provision.

#### 21.06 In Charge Premium

The Employer will assign a nurse to be in charge of all evening and night tours and on the day tour on a Saturday, Sunday and a Paid Holiday. A nurse shall receive a responsibility allowance of one dollar and sixty cents per hour (\$1.60) for such assignments. Once 12 hours schedules will begin, this will only affect the night shift.

### **ARTICLE 22 - PAYMENT OF SALARIES**

#### 22.01 Pay Periods

The Employer shall pay salaries on a biweekly basis in accordance with Schedule "A" attached hereto and forming part of this Agreement. A nurse shall, on each payday, be provided with a statement of his salary, overtime and other supplementary pay and deductions.

#### 22.02 Beginning Salaries

Related clinical nursing experience outside of the Home shall be recognized for the purpose of establishing starting salaries for nurses beginning employment with the Employer subsequent to the effective date of this Agreement. If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Home. Experience will be recognized on the basis of one (1) increment level for each

year of such related nursing experience. Claims for related clinical nursing experience shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The nurse shall co-operate with the Employer by providing verification of previous experience so that the nurse's related clinical nursing experience may be determined and evaluated during the probationary period.

#### 22.03 Salary Increments

Salary increments for full-time nurses shall be effective on the anniversary day of each year. Changes in salary due to promotion, demotion or filing proof of registration with the Employer shall be effective on the date of such occurrence.

#### 22.04 Promotions and Demotions

- (a) Any nurse who is promoted to a higher paid classification shall receive the salary that is applicable for the new classification at the same increment level as his/her salary in the classification from which he/she was promoted and the date of such promotion shall become the service anniversary date.
- (b) Any nurse who is demoted to a lower paid classification shall receive the salary that is applicable for the new classification at the same increment level as his/her salary in the classification from which he/she was demoted and the date of such demotion shall become the service anniversary date.

#### 22.05 New Classification

When a new classification within the bargaining unit, not covered by Schedule "A" is established, the rate of pay shall be agreed upon by the parties and added to this Agreement. Any rate so established shall be retroactive to the time the position was filled by a nurse.

#### 22.06 Graduate Nurse

A graduate nurse in the employ of the Home, upon presenting proof of current registration by the College of Nurses of Ontario, shall be given the salary of a registered nurse as provided in this Article retroactive to the date of successfully writing the registration examination or to the date of last hire, whichever is later.

#### 22.07 Changes in Categories

A nurse who transfers from full-time to part-time employment or vice-versa shall receive full recognition for his/her years of service when determining the salary that will be applicable for his/her continued employment.

### **ARTICLE 23 - GENERAL**

#### 23.01 Plural or Masculine Terms

Whenever the singular or masculine is used in this Agreement, it shall be considered as

if the plural or feminine has been used where the context so requires.

### 23.02 Copies of Agreement

The Employer shall provide a copy of this Agreement to each nurse now employed and as may be employed.

The Association shall reimburse the Employer for fifty percent (50%) of the cost of providing such copies.

### 23.03 Bulletin Boards

The Employer shall provide a bulletin board for the use of the Association.

### 23.04 Continuation of Agreement

The provisions of this Agreement shall remain in force and effect during the period of negotiation for a renewed or amended Agreement.

- 23.05 (a) The Employer will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when a nurse goes on LTD.
- (b) Prior to any nurse returning to work on a modified work program, the Employer will notify, and meet with the nurse, Local 42, Bargaining Unit President or designate, ONA Labour Relations Officer and a Human Resources representative to discuss the employee's return to work.
- (c) The Employer agrees to provide the employee and the Bargaining Unit President with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

### 23.06 Assault

The Employer will inform the Association in writing as soon as possible of any nurse who has been assaulted while performing her/his work.

The Employer will review any claims for damages to eyeglasses or clothing that is not covered under WSIB or other insurance claims.

The Parties agree to abide by Bill 168.

### 23.07 Whistle Blowing Protection

Provided a nurse has followed policies or procedures issued by the Employer concerned to protect the Employer's entitlement to investigate and address any allegation of wrong doing, nurses will not be subject to discipline or reprisal for the good faith exercise of their professional obligations consistent with the College of Nurses standards.

### 23.08 CMI/RAI MDS Report

Recognizing the mutual objective of quality resident care, the Employer agrees to meet through the Union Management Committee with the Union as soon as practicable after the receipt of the annual CMI/RAI MDS report.

The purpose of this meeting is to discuss the impact of the CMI/RAI MDS report on the staffing levels in the Home, quality resident care, and provide the Union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

## **ARTICLE 24 - PENSION AND INSURANCE BENEFITS**

### 24.01 Pension Plan

Nurses shall in addition to the Canada Pension Plan, join the Ontario Municipal Employees' Retirement System in accordance with the provisions of the Plan.

### 24.02 Ontario Health Insurance Plan

(a) The Employer shall pay one hundred percent (100%) of the billed premium for the basic coverage of the Ontario Health Insurance Plan for all eligible nurses on the basis of single or family coverage whichever is applicable.

(b) The Employer shall pay one hundred percent (100%) of the billed premium for a semi-private hospitalization plan.

### 24.03 Major Medical Benefits

The Employer shall pay one hundred percent (100%) of the cost for continuing Major Medical Benefits which are currently in effect for all full-time nurses.

### 24.04 Group Life Insurance

The Employer shall pay one hundred percent (100%) of the cost for providing group life insurance for full-time nurses of no less than two (2) times annual salary and for Accidental Death and Dismemberment coverage.

### 24.05 Continued Coverage

The Employer shall continue to pay the premium for the benefits of this Article whenever a nurse is on leave of absence with pay.

### 24.06 Dental Plan

Effective the first (1<sup>st</sup>) month following satisfaction of enrolment requirements of the

carrier, full-time nurses shall be entitled to participate in the group Dental Plan (Great West #9) or its equivalent based on the current Ontario Dental Association fee schedule updated from time-to-time (or its equivalent) and provide for recall oral examination to be covered once every nine (9) months (adults only) subject to the terms and conditions in the Plan. The Employer shall contribute seventy-five percent (75%) of the billed premiums towards coverage of participating nurses, single or family coverage as applicable. The participating nurse shall pay the remaining premium through payroll deductions.

Complete and partial dentures at 50-50 co-insurance to a maximum of \$1500.00 per person annually;

Crowns, bridgework and repairs at 50-50 co-insurance to a maximum of \$2000.00 per person annually.

This dental plan shall not apply to part-time employees.

#### 24.07 Long Term Disability Insurance

The Employer shall pay eighty percent (80%) of the billed premium for the long term disability benefit that is provided in Article 17.02.

#### 24.08 Vision Care

The Employer shall pay one hundred percent (100%) of the premiums necessary to enroll full-time nurses in a vision care plan. The maximum vision care benefit to a nurse and dependents will be \$350.00 in any consecutive 24 calendar months, including laser surgery and the cost of one eye examination.

### **ARTICLE 25 - RETROACTIVITY**

25.01 Increases to the salary schedule shall be retroactive to the dates specified in Schedule "A" and apply to all nurses in the bargaining unit as of April 1, 2014. Any new nurse hired since that date shall be entitled to a pro-rata adjustment to their remuneration from the date of their employment.

Former employees are eligible for retroactive pay for periods of employment since April 1, 2014. The Employer shall be responsible to contact in writing, at their last known address, any nurses who have since left employment and advise them of their entitlement of any retroactive adjustment and send a copy thereof to the Association. Such nurses shall have a period of forty-five (45) days from the date of mailing to claim such adjustments. Former nurses who are eligible for retroactive pay must apply by registered letter or by personal attendance to the Employer.

Retroactivity shall be payable within eight (8) weeks following the date of ratification or release of an arbitration award, whichever comes first.

### **ARTICLE 26 - DURATION**

26.01 This Agreement shall be effective from April 1, 2014 and shall continue in full force and

effect up to and including the 31<sup>st</sup> day of March, 2016. If either party desires to modify or amend this Agreement it shall give the other party notice in writing not earlier than ninety (90) days before the expiry date of its election to do so.

Signed and Dated at Cornwall this 18th day of April, 2016.

**SIGNED ON BEHALF  
OF THE EMPLOYER**

"Norm Quenneville"

"Geoff Clark"

"Myles Cassidy"

\_\_\_\_\_

**SIGNED ON BEHALF OF  
THE UNION**

"Daniel Renaud"

Labour Relations Officer

\_\_\_\_\_

"Anna Kosnakyán"

"Debbie Locey"



32  
**SCHEDULE "A"**

**SALARY SCHEDULE**

Registered Nurse

	<u>April</u> <u>1,</u> <u>2013</u>	<u>April</u> <u>1,</u> <u>2014</u>	<u>April</u> <u>1,</u> <u>2015</u>	<u>January</u> <u>1, 2016</u>
Start	\$28.28	\$28.85	\$29.43	\$30.27
1 Year	\$28.70	\$29.27	\$29.86	\$30.71
2 Years	\$29.18	\$29.76	\$30.36	\$31.23
3 Years	\$30.61	\$31.22	\$31.84	\$32.75
4 Years	\$32.06	\$32.70	\$33.35	\$34.30
5 Years	\$33.86	\$34.54	\$35.23	\$36.23
6 Years	\$35.68	\$36.39	\$37.12	\$38.18
7 Years	\$37.51	\$38.26	\$39.03	\$40.14
8 Years	\$40.17	\$40.97	\$41.79	\$42.98
25 Years	\$40.98	\$41.80	\$42.64	\$43.86

1) GRADUATE NON-REGISTERED NURSES

Graduate non-registered nurses shall receive \$50.00 per month less than the above rates.

2) PART-TIME REGISTERED NURSES

a) Advancement on the grid shall be after each two hundred (200) paid tours.

b) It is understood that part-time nurses are not covered by the provisions of Article 24 - Pension and Insurance Benefits, and by the paid sick leave provisions of Article 17.02 to 17.07 inclusive.

3) Thirteen percent (13%) in lieu of fringe benefits will be added to the hourly rates listed above.

a) The percentage in lieu of fringe benefits for part-time nurses will not be utilized for the purpose of calculating any premium or overtime rates.

b) If and when part-time nurses join the OMERS pension plan, the percentage in lieu for such nurse will further decrease to nine percent (9%).

4) A part-time nurse whose status is changed to full-time or vice-versa shall retain her/his level on the salary grid and be credited with all paid tours, including parts thereof, since last advancing on the grid.

**LETTER OF UNDERSTANDING****between****THE CORPORATION OF THE CITY OF CORNWALL****and****THE ONTARIO NURSES' ASSOCIATION****Re: OCCUPATIONAL HEALTH AND SAFETY AND VIOLENCE**

The City and the Union agree that they mutually desire to maintain standards of health and safety in the Home in order to prevent accidents, injury and illness. The Employer shall take every precaution reasonable in the circumstances for the protection of a worker.

Recognizing its responsibilities under the applicable legislation, the City agrees to accept as a member of its Accident Prevention - Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees. At least one of the employees representing workers under the Occupational Health and Safety Act, who is trained to be a certified worker as defined under the Act, shall be from the Association.

Any representative appointed or selected in accordance with the paragraph above, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for representatives to perform these duties shall be granted.

A member of the Committee is entitled to:

- a) up to one hour or such longer period of time as the Committee determines is necessary to prepare for each committee meeting;
- b) such time as is necessary to attend meetings of the Committee; and
- c) such time as is necessary to carry out inspections and investigations under subsection 9(26) and 9(31) of the Act ref: Occupational Health and Safety Act. Sec 9(34). A member of the Committee shall be deemed to be at work during the times described above and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper. ref: Occupational Health and Safety Act. Sec 9(35).

Where the Home identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to employees.

A member of the Committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay for the time spent at the member's regular or premium rate as may be proper. This provision does not apply with respect to employees who are paid by the Agency for the time spent fulfilling the requirements for becoming certified.

Signed and Dated at Cornwall this 18th day of April, 2016.

**SIGNED ON BEHALF  
OF THE EMPLOYER**

"Norm Quenneville"

"Geoff Clark"

"Myles Cassidy"

\_\_\_\_\_

**SIGNED ON BEHALF OF  
THE UNION**

"Daniel Renaud"

Labour Relations Officer

\_\_\_\_\_

"Anna Kosnakyan"

"Debbie Locey"

**LETTER OR UNDERSTANDING**

**Between**

**THE CORPORATION OF THE CITY OF CORNWALL  
GLEN STOR DUN LODGE**

**And**

**THE ONTARIO NURSES' ASSOCIATION**

Re: 12 hours shifts

- a) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
- b) The normal daily extended tour shall be 12 consecutive hours in any 24-hour period.
- c) Employees working an extended tour shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes.
- d) Payment for bereavement leave is based on 12 hours for extended tours.
- e) Payment for paid holidays for full-time employees is based on the equivalent to the 8 hour entitlement ( 96 hrs).
- f) Overtime premium as set out in Article 16.01 shall be paid for all hours paid in excess of 12 hours on a scheduled extended tour
- g) Article 20.02 applies except as follows;
  - 1. 20.02 a) no more than 4 consecutive shifts;
  - 2. 20.02 c) 12 hrs between shifts;
  - 3. 20.02 f) 12 hrs;
  - 4. 20.03 a total of 3 breaks of 15 minutes/shift;

Signed and Dated at Cornwall this 18th day of April, 2016.

**SIGNED ON BEHALF  
OF THE EMPLOYER**

**SIGNED ON BEHALF OF  
THE UNION**

"Norm Quenneville"

"Daniel Renaud"

Labour Relations Officer

"Geoff Clark"

"Anna Kosnakyan"

"Myles Cassidy"

"Debbie Locey"

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