

COLLECTIVE AGREEMENT

Between:

THE CORPORATION OF THE CITY OF THUNDER BAY

And:

ONTARIO NURSES' ASSOCIATION

Full-Time

**Expiry Date: March 31, 2018**

## TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – INTERPRETATION	1
ARTICLE 3 – RELATIONSHIP	2
ARTICLE 4 – CHECK-OFF ASSOCIATION SECURITY	2
ARTICLE 5 – NO STRIKE OR LOCK-OUTS	3
ARTICLE 6 – RESERVATION OF MANAGEMENT RIGHTS	3
ARTICLE 7 – ASSOCIATION REPRESENTATION	4
ARTICLE 8 – RESERVATION OF MANAGEMENT RIGHTS	5
ARTICLE 9 – PROBATIONARY PERIOD AND SENIORITY	8
ARTICLE 10 – TERMINATION OF SERVICE	9
ARTICLE 11 – VACANCIES AND JOB POSTINGS	10
ARTICLE 12 – UNIFORMS AND DUTY SHOES	11
ARTICLE 13 – HOURS OF WORK AND OVERTIME	11
ARTICLE 14 – PAID HOLIDAYS	15
ARTICLE 15 – VACATIONS	16
ARTICLE 16 – SICK LEAVE	18
ARTICLE 17 – HEALTH AND WELFARE	23
ARTICLE 18 – LEAVE OF ABSENCE	25
ARTICLE 19 – PROFESSIONAL RESPONSIBILITY	29
ARTICLE 20 – ORIENTATION AND IN-SERVICE	30
ARTICLE 21 – CLASSIFICATION AND SALARY RANGES	31
ARTICLE 22 – DURATION AND TERMINATION OF AGREEMENT	31
SCHEDULE 'A'	32
CLASSIFICATIONS AND SALARY SCHEDULES	32
<b>LETTER OF UNDERSTANDING</b>	36
RE: BARGAINING UNIT PROTECTION AND STAFFING	36
<b>LETTER OF UNDERSTANDING</b>	38
RE: HEALTH AND SAFETY	38
<b>LETTER OF UNDERSTANDING</b>	39
RE: CRIMINAL REFERENCE CHECK	39
<b>LETTER OF UNDERSTANDING</b>	40
RE: VACATIONS/ARTICLE 15.01 & 15.02	40
<b>LETTER OF UNDERSTANDING</b>	41
RE: BEST PRACTICE CLINICIAN – FLEXIBLE HOURS OF WORK	41
<b>LETTER OF UNDERSTANDING</b>	42
RE: NURSING GRADUATE GUARANTEE	42

**ARTICLE 1 – RECOGNITION**

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

**ARTICLE 2 – INTERPRETATION**

- 2.01 For the purposes of interpretation of this Agreement, the feminine gender shall mean and include the masculine gender and similarly the singular shall include the plural and vice versa as applicable.
- 2.02 “Registered Nurse” is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, 1991 and the Nursing Act, 1991, and any amendments thereto.
- 2.03 A Registered Nurse who holds a Temporary Certificate of Registration is Defined as a nurse who is a graduate of a program acceptable to The College of Nurses of Ontario and who is in the process of obtaining a General Certificate of Registration by The College of Nurses of Ontario.
- 2.04 “Nurse” shall mean both Registered Nurse and a Registered Nurse who holds a Temporary Certificate of Registration unless indicated otherwise.
- 2.05 “Tour” is synonymous with the word “shift” and shall be defined as seven and one-half (7 1/2) consecutive hours worked in an twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period.
- 2.06 “Administrator” shall mean the Administrator of a City of Thunder Bay Home for the Aged.
- 2.07 “Arbitration Board” shall include a single arbitrator selected by the Employer and the Association.
- 2.08 “Full-time Nurse” shall include those nurses who customarily work an average of five (5) tours per week.
- 2.09 “Regular Part-Time Nurse” shall include those nurses who have made a commitment to work on a pre-determined schedule of less than an average of five (5) tours per week.
- 2.10 “Casual Part-Time Nurse” shall include those nurses who work on a “call”, “short notice basis” or “short term replacement basis”, whose employment may vary in length from day to day and week to week but whose pay for any one (1) day shall not be less than four (4) hours.

**ARTICLE 3 – RELATIONSHIP**

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

**ARTICLE 4 – CHECK-OFF ASSOCIATION SECURITY**

- 4.01 The Corporation shall deduct from the first pay cheque that each nurse receives each month in respect of salary, the monthly union dues for that month in accordance with the directive from the Vice-President, Finance of the Association, respecting the quantum of union dues. Such deductions will commence in the month immediately following the date of hiring.
- 4.02 The Corporation shall remit to the Vice-President, Finance of the Association once each month the Association dues or the equivalent thereof so deducted along with a list of the names, addresses, phone numbers and social insurance numbers of those nurses from whom the dues have been deducted, as well as a list of those nurses who are on a leave of absence or who have terminated. The Association shall hold the Corporation harmless with respect to all dues or the equivalent thereof so deducted and remitted with respect to any liability which the Corporation might incur as a result of such deductions.
- 4.03 The Corporation shall provide each nurse with a statement of dues deductions for income tax purposes (T-4 Supplementary Slip).
- 4.04 An officer of the Association or a nurse representative shall be allowed a period of time up to thirty (30) minutes within regular working hours to interview newly employed nurses and to discuss the duties and benefits of Association membership and to give out membership forms and other relevant Association material. Nurses will be allowed to join the Association during this time.

- 4.05 A copy of this contract in booklet form will be issued by the Corporation to all nurses now employed and as employed, and the cost of printing the Collective Agreement will be shared equally by the Corporation and the local association.

**ARTICLE 5 – NO STRIKE OR LOCK-OUTS**

- 5.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Association agrees that, during the life of this Agreement, there will be no strike, and the Corporation agrees that there will be no lockout. The meaning of the words “strike” and “lock-out” shall be as defined in the Labour Relations Act, 1995.

**ARTICLE 6 – RESERVATION OF MANAGEMENT RIGHTS**

- 6.01 The Association recognizes and acknowledges that the management of the operations and direction of the working force of the Home are fixed exclusively in the Corporation and, without restricting the generality of the foregoing; the Association acknowledges that it is the exclusive function of the Corporation.
- (a) to manage and operate its establishments in all respects; to determine the kinds, location and number of Corporation’s establishments, the services to be rendered, the methods, the work procedures; the kinds and locations of machines, tools, instruments and the equipment to be used; to select, control and direct the use of all materials and facilities required in the operation of the Corporation’s establishments; to schedule the work and services to be performed and provided; and to make, alter and enforce regulations governing the use of all materials, facilities and services as may be deemed necessary in the interest of the safety and well-being of the residents and the public.
  - (b) to maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the nurses.
  - (c) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses; to assign nurses to tours and to increase and decrease the working forces, providing that a claim by any nurse of discriminatory retirement, transfer, demotion, discipline or suspension, or a claim by any nurse that has been disciplined, suspended or discharged without just cause may become the subject of a grievance and may be dealt with as hereinafter provided.
- 6.02 It is agreed and understood that these rights shall be exercised in a reasonable manner not inconsistent with the provisions of this agreement.

**ARTICLE 7 – ASSOCIATION REPRESENTATION**

- 7.01 The Corporation agrees to recognize the following representatives of the Association:
- (a) a negotiating Committee of not more than two (2) nurses. The Corporation agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Corporation for a renewal agreement up to, but not including, Arbitration.
  - (b) a Grievance Committee of not more than two (2) nurses.
  - (c) a Labour Management Committee of not more than two (2) nurses whose purpose shall be to discuss with Management, matters of concern to either party.
- 7.02 The Association shall notify the Employer in writing of the names of its officers, representatives and committee members.
- 7.03 The Negotiating Committee shall have the right to have the assistance of a representative of the Ontario Nurses' Association.
- 7.04 The Grievance Committee shall have the right to have the assistance of a representative of the Ontario Nurses' Association.
- 7.05 The Association acknowledges that Committee members have regular duties which must be performed on behalf of the Corporation and that all absences from regular duties to attend Grievance or Committee meetings must be authorized by the Corporation. Such permission will not be withheld unreasonably.
- In accordance with this understanding and provided the time is kept at a minimum, the Corporation will pay Committee members for such time when it is spent during the nurse's scheduled working hours.
- 7.06 (a) The Home and the Association agree to abide by and follow the provisions of the Occupational Health and Safety Act, and a member of the Association or an alternate, will be on the Occupational Health & Safety Committee for the Home.
- (b) All time spent by a member of the Health and Safety Committee attending meetings of the Committee and carrying out her duties shall be deemed to be work time for which she shall be paid by her Employer at her regular or premium rate as may be proper and she shall be entitled to such time from her work as is necessary.
- 7.07 The Home agrees to give representatives of the Ontario Nurses' Association access to the premises of the Home for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator or his designate. Such representatives shall have access to the premises only with the approval of the Administrator, or his designate, which will not be unreasonably withheld.

**ARTICLE 8 – RESERVATION OF MANAGEMENT RIGHTS**

- 8.01 The parties of this Agreement are agreed that it is of the utmost importance to adjust its complaints and grievances as quickly as possible.
- 8.02 Within the terms of this Agreement, a grievance shall be defined as a difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement.
- 8.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows. However, no grievance shall be considered where circumstances giving rise to it have occurred or were brought to the attention of the nurse more than seven (7) working days before the filing of the grievance.

**Step No. 1**

A nurse having a grievance shall first take the grievance up with the nurse's immediate Director of Nursing or her designate who shall attempt to adjust it. Any nurse may request the immediate Director of Nursing or her designate to call a representative of the Grievance Committee to handle a specified grievance, and, if such request is made, the Director of Nursing or her designate shall send for the representative without undue delay for further discussion of the grievance. If the grievance is not adjusted by the immediate Director of Nursing or her designate within seven (7) working days, it shall be reduced to writing within a further seven (7) working days and signed by the nurse involved, and one (1) copy shall be given to the immediate Director of Nursing or her designate. The immediate Director of Nursing or her designate shall give her reply in writing to the nurse not later than seven (7) working days following the receipt of the written grievance

**Step No. 2**

If the grievance is not adjusted by the immediate Director of Nursing or her designate, an appeal may be lodged by the nurse within seven (7) working days thereafter to the Administrator or his designate. A meeting will then be held between the Administrator or designate and the Grievance Committee and the Labour Relations Officer with or without the nurse concerned being present. The Administrator or designate shall give her decision in writing to the Chairperson of the Grievance Committee with a copy to the ONA Labour Relations Officer not later than seven (7) working days following the date of such meeting.

**Step No. 3**

If the written decision of the Administrator or his designate is not satisfactory to the nurse, the Grievance Committee may within seven (7) working days thereafter appeal in writing to the City Manager or designate. A meeting will then be held between the City Manager or designate and the Grievance Committee and the Labour Relations Officer with or without the nurse concerned being present. The City Manager or designate shall give his decision in writing to the Chairperson of the Grievance Committee with a copy to the ONA Labour Relations Officer not later than ten (10) working days following the date of such meetings.

- 8.04 Either the Corporation or the Association may require the nurse or a member of the group of nurses involved in the grievance being appealed, to be present at such meetings.
- 8.05 Written, signed grievances shall contain a clear and concise statement concerning the alleged grievance, the people involved and the relief sought, and the article(s) of the Agreement allegedly violated.
- A grievance shall be returned to the nurse if it fails to comply with these requirements, and the nurse shall have an additional seven (7) working days to refile the grievance in conformity with this section.
- 8.06 A policy or group grievance, to which an individual nurse cannot grieve, may be lodged in writing at Step No. 2 of the Grievance Procedure at any time within seven (7) working days after the circumstances giving rise to it had occurred or was brought to the attention of the Association, and if it is not satisfactorily settled, it may be processed through the grievance procedure in the same manner and to the same extent as the grievance of a nurse.
- 8.07 Group Grievance  
Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing to the Administrator or designate at Step No. 2 within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 8.08 The time limits fixed in the grievance procedure may be extended in writing with the consent of the parties to this Agreement.
- 8.09
- (a) Should any grievance fail to be satisfactorily settled under the foregoing procedure, either party may within ten (10) working days following receipt of the answer from the City Manager or designate, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
  - (b) If no written request for arbitration is received within ten (10) working days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within eight (8) working days after the decision under Step No. 3, it will be deemed to have been received within the time limits.
  - (c) When either party requests any matter may be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. The two (2) nominees shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of ten (10) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairperson.
  - (d) If either party fails to make the required appointments within the time designated, either or both parties may request the Minister of Labour of the Province of Ontario to fill the vacancies.



- (e) No person may act as an Arbitrator who has been involved in attempts to negotiate or settle the grievance.
  - (f) The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any nurse affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.
  - (g) If the grievance is not referred to Arbitration within the said period, the grievance will be conclusively deemed to have been finally abandoned.
- 8.10 The Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, shall be arbitrable.
- 8.11 The Association and the Corporation shall each be responsible for the fees and expenses of its own nominee and one-half of the fees and expenses of the Chairperson.
- 8.12 The Arbitration shall be heard at Thunder Bay, Ontario, or at such other places as may be agreed upon by the Association and the Corporation.
- 8.13 A claim by a nurse who has completed the probationary period that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the nurse at Step No. 3 within five (5) working days after the nurse ceases to work for the Home. Such grievances shall be taken up at a special meeting with the Association Grievance Committee.
- 8.14 A discharge grievance may be settled by confirming the Corporation's action in dismissing the nurse or by reinstatement with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.
- 8.15 When formal discipline, including discharge, is administered, an Association Representative shall be in attendance.
- 8.16 Any grievance instituted by the Corporation may be referred in writing to the Association within ten (10) working days of the occurrence of the circumstances giving rise to the grievance and the Association Grievance Committee shall meet within ten (10) working days thereafter with management to consider the grievance. If final settlement of the grievance is not completed within ten (10) working days of such meeting, the grievance may be referred by either party to a Board of Arbitration as provided for in Article 8, Clause 8.09 (a) at any time within ten (10) working days thereafter.
- 8.17 Time limits shall be computed by excluding Saturdays, Sundays and holidays in the Collective Agreement. Failure of the Association to meet its time limits will cause the grievance to expire and it shall not be made the subject of a further grievance. Failure of the Corporation to meet its time limits shall permit the grievor to take the grievance to the next succeeding step, within ten (10) working days after the expiration of the said time limit.

**ARTICLE 9 – PROBATIONARY PERIOD AND SENIORITY**

9.01 Every nurse newly employed shall be on probation until she has completed five hundred and twenty-five (525) hours of work with the Corporation. With the written consent of the Director of Nursing, nurse, Bargaining Unit President or her designate, and an Association representative such probationary period may be extended.

Periodic progress evaluations will be given as per Corporate Policy. Where the Corporation requests an extension of the probationary period, it will provide notice to the Association at least seven (7) calendar days prior to the expected date of expiration of the initial probation period. Such extended probation period will not exceed four hundred and fifty (450) hours of work.

9.02 Separate full-time and part-time Nurse's seniority lists shall be posted by the Corporation by February 15 (showing seniority accumulated up to January 31) and by October 15 (showing seniority accumulated up to September 30) of each year. A copy of the current seniority lists will be provided to the Bargaining Unit President, or her designate, at the same time as they are posted.

For full-time employees seniority shall be calculated from the nurse's date of hire, adjusted as necessary under the absence provisions of the Collective Agreement.

For part-time employees seniority shall be calculated from nurse's total hours worked, adjusted as necessary under the absence provisions of the Collective Agreement.

The conversion of part-time to/from full-time seniority is based on 1500 hours part-time = 1 year full-time.

9.03 Seniority shall be retained and accumulated under the following circumstances:

- (a) when absent from work due to authorized leave of absence;
- (b) when absent on authorized sick leave;
- (c) when absent and in receipt of Workers' Compensation;
- (d) when absent on vacation or on Statutory Holidays;
- (e) when absent from work due to layoff;
- (f) when at work for the Corporation.

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

Vacation pay will be pro-rated if a nurse transfers from part-time to full-time to the extent that six percent (6%) has already been paid subject to the vacation pay provisions of the Collective Agreement, Article 15.

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

Nurses shall be recalled in the order of seniority, unless otherwise agreed between the Home and local Association, provided that the nurse is qualified to perform the available work. Notice of layoff will be no less than that provided by the Employment Standards Act.

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

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

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

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

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

Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the record of such nurse has been discipline free for one (1) year. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards either period referenced above.

## **ARTICLE 10 – TERMINATION OF SERVICE**

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

- (a) a nurse retires, resigns or is discharged and such discharge is not reversed through the grievance and arbitration procedure;
- (b) a nurse is absent from work without providing a satisfactory reason or without the consent of the Corporation;

- (c) a nurse fails to report for work at the termination of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (d) a nurse is absent for twenty-four (24) months because of layoff;
- (e) if a nurse is terminated due to extended absence due to illness, injury or disability, it is understood that such may be reviewed as a grievance in accordance with Article 8 of this agreement where the termination is alleged to be discriminatory or without cause.

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

### **ARTICLE 11 – VACANCIES AND JOB POSTINGS**

- 11.01
- (a) All new positions and vacancies within the bargaining unit shall be posted on the bulletin board for a minimum of seven (7) calendar days. Nurses from the bargaining unit will be allowed to make written application during that period for the position to the Human Resources Department. In the case of temporary vacancies of more than (60) working days that are posted, such applications will be made to the Director of Nursing.
  - (b) A nurse may make a written request for transfer to another unit or scheduled slot by advising the Corporation and filing a request form indicating her name, present work location and requested work location. A request for transfer shall become active as of the date it is received. Such request shall be considered applications for such positions or vacancies. In no event will the Corporation's right to transfer nursing staff be used to circumvent the job posting provisions of this Agreement.
  - (c) Following completion of the job posting process, the Corporation will post the name of the successful applicant and provide a copy to the Bargaining Unit.

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

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

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

- 11.03
- (a) Nurses appointed to new classifications shall serve a Trial Period of sixty (60) working days during which time she may return, or be returned at Management's discretion to her previous position and salary rate without loss of seniority or benefits.
  - (b) Any other nurse(s) who is affected by the operation of Clause 11.03 (a) may also be returned to her former position and salary rate without loss of seniority or benefits.

- 11.04 Temporary vacancies which are not expected to exceed sixty (60) working days if they are to be filled, will be filled by nurses in the bargaining unit who are willing and qualified to perform the work in question on the basis of seniority prior to utilizing non-bargaining unit nurses including those supplied to the Employer by an Agency or Registry.

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

## **ARTICLE 12 – UNIFORMS AND DUTY SHOES**

- 12.01 The Corporation will reimburse each full-time nurse, for the purchase of colour coordinates and duty shoes, up to a maximum of one hundred dollars (\$100.00) per calendar year upon presentation of a receipt of purchase.

The Corporation will reimburse each part-time nurse, for the purchase of colour coordinates and duty shoes, up to maximum of fifty dollars (\$50.00) after each seven hundred and fifty (750) hours worked, to a maximum of one hundred (\$100) per calendar year upon presentation of a receipt of purchase.

Full-time nurses will have until January 31st of each year to submit receipts for their previous year's entitlement. A newly hired Full-time nurse in the first calendar year of employment will be entitled to a prorated benefit based on their date of hire.

Part-time nurses will have until January 31st of each year to submit receipts for their previous year's prorated entitlement based on hours worked. The Corporation will provide entitlement upon request of the nurse.

Any amount unclaimed cannot be carried to the next calendar year's entitlement.

## **ARTICLE 13 – HOURS OF WORK AND OVERTIME**

- 13.01 (a) The normal daily tour shall be seven and one-half (7 1/2) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one half (1/2) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting that shall be considered to be part of the normal daily tour for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime.
- (b) Work performed in excess of seven and one-half (7 1/2) hours per day or seventy-five (75) hours bi-weekly will be counted as overtime and will be paid for at the rate of time and one-half (1 1/2) of the nurse's regular hourly earnings.
- (c) Where a nurse either (1) notifies her supervisor that she has been unable to take the normal lunch break as a result of the requirement of providing immediate resident care, or (2) is directed by her supervisor to forego her

meal break, such nurse shall be paid at time and one-half (1 1/2) her regular straight time rate for all hours worked in excess of her normal daily tour.

- (d) Tour schedules and days off will be posted at least two (2) weeks in advance. Changes made by the employer after the posting of schedules shall be communicated to the nurses concerned whenever possible.
- (e) Any nurse who arrives up to one (1) hour after the commencement of a tour because of being called in to work with less than two (2) hours notice shall be compensated for the full tour providing the nurse completed the tour.
- (f) Normally, two (2) consecutive days off will be scheduled during each work week, however, schedules may be agreed upon to provide for more than five (5) consecutive days of work without days off as long as four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual consent.
- (g) Request for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty.

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

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

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

- i) any such weekend is worked by the nurse to satisfy specific days off requested by that nurse; or,
- ii) such nurse has requested weekend work; or,
- iii) such weekend is worked as the result of an exchange of shifts with another nurse.

A part-time nurse will receive premium pay of one and one-half (1½) times her regular straight time hourly rate for all hours worked on a third consecutive and any subsequent consecutive weekend, save and except where:

- i) any such weekend is worked by the nurse to satisfy specific days off requested by that nurse; or,
- ii) such nurse has requested weekend work; or,

iii) such weekend is worked as the result of an exchange of shifts with another nurse.

- (i) A period of at least sixteen (16) hours off shall be scheduled between a change of tours. Split tours will not be scheduled.
- (j) These scheduling regulations may be waived between December 15th and January 15th, so that all nurses will receive four (4) or more consecutive days off at either Christmas or New Years, on an alternating basis from year to year. An employee may indicate in writing to the Director of Nursing their availability to work on both holidays. The availability notice must be received no later than October 31<sup>st</sup>. The Director of Nursing will provide a copy of the availability notice to the Bargaining Unit President.

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

In the event that employees can be granted both Christmas and New Year's day off, the most senior employee, on a rotating basis, shall be given the opportunity to take both off.

The Employer will endeavour to schedule at least four (4) consecutive days off at either Christmas to include Christmas Eve, Christmas Day and Boxing Day or New Years to include New Year's Eve and New Year's Day except in areas where nurses work Monday to Friday and are not normally scheduled to work on paid holidays.

The Home will endeavour to post the off duty time schedule referred to above on each unit by December 1<sup>st</sup>.

- (k) Nurses must be available to work days/evenings, or days/nights as regularly scheduled.
- (l) The Corporation will continue its present practice of scheduling vacations and statutory holidays according to seniority. Staff nurses will compete for vacations and statutory holidays by seniority between each other.
- (m) A nurse who works an unscheduled second consecutive full tour shall be entitled to the normal unpaid meal period for the second tour, but shall be provided at the time of meal period with a meal or four dollars (\$4.00) if the Home is unable to provide a meal. Other nurses required to work more than two (2) hours of unscheduled overtime on the same day that they have worked a full tour shall, after the two (2) hours, receive a one-half (1/2) hour unpaid meal period and shall be provided with a meal or four dollars (\$4.00) if the Home is unable to provide a meal.

#### 13.02

During Daylight Savings time changeovers, actual hours worked will be paid at straight time rates. (i.e. paid eight and one-half (8 ½) hours for eight and one-half (8 ½) hours worked; paid six and one-half (6 ½) hours for six and one-half (6 ½) hours worked).

- 13.03 Work scheduled by the Corporation to which a premium is attached shall be paid at one and one-half time (1 ½ X) the nurse's regular straight time hourly rate or as otherwise provided.
- 13.04 Where a nurse is required to work on a paid holiday or an overtime tour or on a tour that is paid at the rate of time and one-half (1 ½ X) her regular straight time hourly rate as a result of Clause 13.03 above and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) she shall receive two times (2 X) her regular straight time hourly rate for such additional hours worked.
- 13.05 When a full-time nurse has completed her regularly scheduled tour and left the Home, and
- (a) returns to work at the Home's request within twenty-four (24) hours of the commencement of her last tour,
  - (b) is ordered to come in, or
  - (c) goes in for a part tour,
- she will be paid one and one-half times (1 ½ X) her regular straight time hourly rate for all hours worked except to the extent where such work overlaps into her regular scheduled shift. In such a case, she will be paid one and one-half times (1 ½ X) her straight time hourly rate for actual hours worked up to the commencement of said shift.
- 13.06 A Nurse shall be paid a weekend premium of two dollars and forty-five cents (\$2.45) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

**Effective April 1, 2017**

A nurse shall be paid a weekend premium of two dollars and fifty-five cents (\$2.55) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

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

- 13.07 A regular part-time Registered Nurse is a Registered Nurse who makes a commitment to the Corporation to be available to work on a regular predetermined basis as follows:
- (a) for eight (8) shifts in each four (4) week rotation; and,
  - (b) at least one (1) weekend every two (2) weeks; and,
  - (c) over either the Christmas or New Years holiday period; and,
  - (d) year round except for authorized leaves or vacation.

The commitment that a regular part-time nurse must make as specified herein is not a guarantee that the nurse will be scheduled by the Corporation to work



according to this commitment. When there is not enough work available to meet employee commitments, the work available will be offered to qualified regular part-time nurses on the basis of seniority, up to their commitment.

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

Extra shifts will be offered on the following basis:

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

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

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

**ARTICLE 14 – PAID HOLIDAYS**

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

- |                        |                          |
|------------------------|--------------------------|
| New Years Day          | Labour Day               |
| Good Friday            | Thanksgiving Day         |
| Easter Monday          | Remembrance Day          |
| Victoria Day           | Christmas Day            |
| Canada Day             | Boxing Day (December 26) |
| Civic Holiday          | Family Day               |
| (1st Monday in August) |                          |

14.02 (a) A full-time nurse who works her scheduled day immediately prior to and following the holiday and who works on any of the holidays listed in Article 14, Clause 14.01 above shall be paid time and one-half (1 1/2) times for

such work and shall be granted a day off with pay at a time agreed upon between the parties, or in lieu thereof paid an equivalent of double and one-half (2 1/2) times if requested and at the discretion of Management.

- (b) A regular part-time nurse who works her last scheduled tour which falls within the previous pay period immediately prior to the pay period in which the holiday occurs and the first scheduled tour which falls within the subsequent pay period immediately following the pay period in which the holiday occurs shall receive her regular pay for the day, and if she is required to work on such holiday shall be paid time and one-half (1 1/2) for such work.
- (c) A casual part-time nurse shall be paid two and one-half (2 1/2) times her regular rate of pay if she works on any of the paid holidays listed in Article 14, Clause 14.01.

Notwithstanding the above, if the casual nurse has not worked at least four (4) or more full tours in the four (4) week period immediately preceding the holiday, the casual part-time nurse shall be paid one and one-half (1-1/2X) her regular rate of pay if she works on the paid holiday as listed in Article 14, Clause 14.01.

- (d) Where the majority of hours worked on a tour fall within the holiday all hours worked on the tour shall be deemed to be work performed on the holiday.

14.03 A nurse who is absent on a holiday after being posted to work forfeits all pay for the day unless the nurse presents to the Corporation proof of illness or non-occupational accident rendering her unable to perform her regular duties, in which case her absence from work will be treated as sick leave.

14.04 If a Paid Holiday occurs during a nurse's vacation period or on a scheduled day off, the nurse will receive an additional day off with pay.

## **ARTICLE 15 – VACATIONS**

15.01 Vacations with pay shall be granted to all full-time nurses on the following basis:

- (a) Nurses who have completed less than one (1) year of continuous service as of December 31 shall be entitled to a vacation on the basis of 1.25 days for each completed month of service, with pay in the amount of six percent (6%) of gross earnings.
- (b) Full-time nurses who have completed one (1) year or more of continuous service will be entitled to receive three (3) weeks vacation with pay.
- (c) Full-time nurses with three (3) years or more of continuous service will be entitled to receive four (4) weeks of vacation with pay.
- (d) Full-time nurses with eleven (11) years or more of continuous service shall be entitled to receive five (5) weeks vacation with pay.

- (e) Full-time nurses with twenty (20) years or more of continuous service shall be entitled to six (6) weeks vacation with pay.
- (f) Full-time nurses with twenty-seven (27) years or more of continuous service shall be entitled to receive seven (7) weeks vacation with pay.

15.02 Vacation without pay shall be granted to all part-time nurses on the following basis:

- (a) Part-time nurses who have completed less than one (1) year of continuous service as of December 31 shall be entitled to vacation without pay, on the basis of 1.25 days for each completed month of service.
- (b) Part-time nurses who have completed one (1) year or more of continuous service will be entitled to receive three (3) weeks vacation without pay.
- (c) Part-time nurses with three (3) years or more of continuous service shall be entitled to receive four (4) weeks vacation without pay.
- (d) Part-time nurses with eleven (11) years or more of continuous service shall be entitled to receive five (5) weeks vacation without pay.
- (e) Part-time nurses with twenty (20) years or more of continuous service shall be entitled to receive six (6) weeks vacation without pay.
- (f) Part-time nurses with twenty-seven (27) years or more of continuous service shall be entitled to receive seven (7) weeks vacation without pay.
- (g) All part-time nurses shall be entitled to vacation pay on the following basis and the amount so calculated shall be paid to the nurse each pay:

3-week entitlement	6% of gross earnings
4-week entitlement	8% of gross earnings
5-week entitlement	10% of gross earnings
6-week entitlement	12% of gross earnings
7-week entitlement	14% of gross earnings

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

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

15.05 Vacations will be granted according to seniority.

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

- (a) Nurses with twelve (12) years or more of seniority must select vacations by March 2nd;
- (b) Nurses with eight (8) but less than twelve (12) years of seniority must select vacations by March 8th;

- (c) Nurses with four (4) but less than eight (8) years of seniority must select vacations by March 16th;
- (d) Nurses with two (2) but less than four (4) years of seniority must select vacations by March 24th;
- (e) Nurses with less than two (2) years of seniority must select vacations by March 31st.
- (f) A listing of authorized vacation time off submitted in accordance with the above shall be posted by May 1 each year.
- (g) Vacation requests made other than by the vacation request list shall be granted on a first come basis subject to vacation granted through the list process. In the event of a dispute, seniority will prevail. The Corporation will respond to the nurse in writing within ten (10) days regarding the outcome of her request.

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

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

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

## **ARTICLE 16 – SICK LEAVE**

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

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

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

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

Duration of Benefits

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

### Rate of Sick Pay

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

3 months to 1 year of service - 66 2/3% of regular pay

1 year of service but less than 2 years - 70% of regular pay

2 years of service but less than 3 years - 80% of regular pay

3 years of service but less than 4 years - 90% of regular pay

4 years of service or over - 100% of regular pay

### Waiting Period

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

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

### Reinstatement of Benefits

When a nurse returns from an absence and works full-time continuously for three (3) weeks, her benefit period is reinstated in full. If a nurse's absence from work again due to total disability is for the same or a related cause or before she has completed three weeks of full-time employment, the balance of her original sick pay benefit will apply. However, if her subsequent absence is due to a different illness unrelated to the initial one, the full fifteen (15) week benefit period will apply even if the absence due to the second illness occurs within three (3) weeks following her return to work.

### Proof of Disability

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

Employment Insurance (E.I.) Sickness Benefit

Sick pay coverage from the 16th to 30th week of total disability is provided by the E.I. Sickness Benefit available through your local Service Canada office. The two (2) week waiting period under the E.I. Sickness Benefit is waived.

**Effective January 1, 2017**

Employment Insurance (E.I.) Sickness Benefit

Sick pay coverage from the 16<sup>th</sup> to 30<sup>th</sup> week of total disability is provided by the E.I. Sickness Benefit available through your local Service Canada office. The two (2) week waiting period under the E.I. Sickness Benefit is waived.

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

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

The employee will pay the balance of the billed premium through payroll deduction.

Effective Date of Insurance

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

Amount Payable

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

At least 6 months of service - 65% of regular pay

20 - 29 years of service - 70% of regular pay

30 or more years of service - 75% of regular pay

less the amount of disability payments which are available to her under any other plan towards which her employer contributes, such as Workers' Compensation, Canada Pension Plan (primary benefit) or employer's pension plan.

In any event, the minimum monthly payment is fifty dollars (\$50.00).

#### When Benefits are Payable

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

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

“Total disability” and “totally Disabled” mean during the first one hundred and four (104) weeks a nurse is absent from work, she is unable to perform the regular duties pertaining to her occupation due to injury or illness and that she is not engaged in any gainful occupation. After one hundred and four (104) weeks, a nurse must be prevented, by injury or illness, from engaging in any gainful occupation for which she is or may become fitted by training, education or experience.

#### Recurrence of Disability

If you recover and return to full-time work, but within six (6) months the same disability recurs, Long Term Disability benefit payments will resume immediately.

However, if you have worked for more than six (6) months or if you are disabled from an unrelated cause, the disability will be considered a new disability.

#### Rehabilitation Benefit

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

#### Waiver of Premium

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

#### Exclusions

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

- (b) Any dispute which may arise concerning a nurse's entitlement to S.T.D. or L.T.D. benefits may be subject to grievance and arbitration under the provisions of this agreement.
- (c) Part-time employees' present sick leave plan entitlements, if any, will be replaced by the modification to the percentage in lieu of fringe benefits set out in Article 16, except for the payout of sick leave credits referred to in Section (d) and (e) hereof.
- (d) The present payout provisions of the sick leave bank as contained in Article 16, Clause 16.02(b) of the 1981-83 Collective Agreement shall be maintained so that vested sick leave credits will be paid out in cash on termination or retirement. Employees whose credits have not become vested will be vested to their credit after five (5) years of continuous service.
- (e) A nurse leaving the employ of the Corporation after five (5) years or more of continuous service shall be eligible for fifty percent (50%) of any unused sick pay credits, or six (6) months pay, whichever is the less, in cash payable on termination or retirement.
- (f) Should a nurse become ill preceding her scheduled vacation period and should such illness continue into what would have been her vacation, all time may be considered sick leave and if so that vacation period shall be rescheduled to a later date, at a mutually agreeable time.

16.03 A nurse will not be entitled to Short-Term or Long-Term Sick Leave:

- (a) during the period of lay-off or on leave of absence without pay.

16.04 For the purposes of transfer to the Short-Term portion of the disability plan, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the Long-Term portion of the disability plan, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service, shall be deemed to have one (1) year of service.



**ARTICLE 17 – HEALTH AND WELFARE**

- 17.01 (a) It will be a condition of employment that every full-time nurse will enroll with the Ontario Health Insurance Plan for hospital and medical and in the Blue Cross Plan for semi-private ward coverage supplemented by Blue Cross Extended Health Care Benefits on the basis of \$22.50 (single) - \$35 (family) deductible, Blue Cross Dental Plan, and the Group Life Insurance Plan, subject to the terms of enrolment and waiting periods of the aforesaid plans unless the nurse is exempted by providing the Corporation with a duly completed form “Request for Exemption”.

“Over the counter drugs”, that is drugs which can be obtained at a retail drug store without a prescription from a doctor of medicine or a doctor of dentistry shall no longer be covered under the Plan.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug; or unless the beneficiary’s doctor stipulates that the generic drug is not an alternative, in which case, the reimbursement will be for the prescribed drug.

For information purposes, the current rider provides for reimbursement for Hearing Aids up to a maximum of five-hundred dollars (\$500) per covered person per 48 consecutive months; Massage Therapy up to a maximum three-hundred and fifty dollars (\$350) per covered person per calendar year; chiropractic care up to a maximum of three-hundred and fifty dollars (\$350) per covered person per calendar year; physiotherapy up to a maximum of three-hundred and fifty dollars (\$350) per covered person per calendar year. The services of a physiotherapist who has an agreement with the provincial health insurance plan will not be covered.

**Effective April 1, 2017**

For information purposes, the current rider provides for reimbursement for Hearing Aids up to a maximum of five-hundred dollars (\$500) per covered person per 48 consecutive months; Massage Therapy up to a maximum four-hundred dollars (\$400) per covered person per calendar year; chiropractic care up to a maximum of four-hundred dollars (\$400) per covered person per calendar year; physiotherapy up to a maximum of four-hundred dollars (\$400) per covered person per calendar year. The services of a physiotherapist who has an agreement with the provincial health insurance plan will not be covered.

- (b) Full-time nurses, while actively employed, shall be entitled to semi-private hospital insurance and extended health benefits from the age of sixty-five (65) until the date of the full-time nurse’s seventieth (70th) birthday on the same cost share basis that is applicable to those nurses under age sixty-five (65), all other benefits shall cease at age sixty-five (65).

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

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

Effective December 16, 2018

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

- 17.03 The Corporation will contribute for full-time nurses as follows:
- (a) to the benefit plans set forth in Article 17, Clause 17.01 above an amount equal to one hundred percent (100%) of the premium;
  - (b) to the Ontario Municipal Employed Retirement System Plan on such basis as may be from time to time determined by that Plan;
  - (c) to the Group Life Insurance Plan for coverage of one and one-half times (1 1/2X) annual salary an amount equal to one hundred percent (100%) of the premium cost.

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

The Corporation will provide for a dental plan that provides for complete and partial denture coverage at 50/50 co-insurance to a maximum of one-thousand dollars (\$1000) per person annually and coverage to include crowns, bridgework, and repairs to same (major restorative), at 50/50 co-insurance to a maximum of one-thousand five hundred dollars (\$1500) per person annually. Any person covered by the dental plan who is over the age of 19 years, shall be entitled to one non-emergency dental check-up every nine (9) calendar months. Persons covered who are 19 years of age and under shall be entitled to receive one non-emergency dental check-up each six (6) calendar months.

- 17.05 The Corporation will contribute one hundred percent (100%) of the billed premiums for eligible full-time nurses to the Vision Care Rider with a three hundred dollar (\$300) maximum per person each twenty-four (24) months to cover the cost of laser eye surgery or the cost of eye glasses including frames, lenses, repairs and contact lenses by prescription of a medical doctor or optometrist and sixty-five dollars (\$65) towards the cost of an eye examination every twenty-four (24) months. Sun glasses or eye glasses for cosmetic purposes are not included in the rider.

Effective April 1, 2017

The Corporation will contribute one hundred percent (100%) of the billed premiums for eligible full-time nurses to the Vision Care Rider with a three hundred dollar (\$350) maximum per person each twenty-four (24) months to cover the cost of laser eye surgery or the cost of eye glasses including frames, lenses, repairs and contact lenses by prescription of a medical doctor or optometrist and sixty-five dollars (\$65) towards the cost of an eye examination

every twenty-four (24) months. Sun glasses or eye glasses for cosmetic purposes are not included in the rider.

- 17.06 The Corporation will provide OHIP, Semi-Private and EHC coverage, one hundred percent (100%) employer paid, to nurses who retire as per OMERS ninety (90) factors or at normal retirement age of sixty-five (65) provided the nurse is at least sixty (60) years of age. Benefits will be paid until the age at which the Province provides OHIP and prescription coverage.
- 17.07 For newly hired full-time nurses, coverage as set out in Article 17 shall be effective the first billing date in the month following the month in which the nurse was first employed subject to any enrolment or other requirement of the Plan. In no instance shall the first billing date for a nurse occur later than the first day of the fourth full month following the month in which the newly hired nurse was first employed.
- 17.08
- (a) The Corporation shall provide each nurse with information booklets outlining all of the current provisions in the benefit plans defined in Article 17, Clause 17.01, 17.05 and 17.06 inclusive. Upon request, the Corporation will make the plans available to the Association for inspection.
  - (b) The Corporation shall notify the Association of the name(s) of the carrier(s) which provide the benefit plans defined in Article 17, Clause 17.01, 17.05 and 17.06 inclusive. The Corporation shall also provide the Association with a copy of all current information booklets provided to the nurses.

## **ARTICLE 18 – LEAVE OF ABSENCE**

- 18.01 Written requests for a personal leave of absence exceeding thirty (30) calendar days without pay or benefits will be considered on an individual basis by the Manager or his designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. This leave is conditional on availability of staff.
- 18.02
- (a) Association Business - The Corporation will grant a leave of absence without pay to two (2) nurses at any one time selected or appointed by the Association to attend Association functions provided that the number of cumulative days in total in one (1) calendar year does not exceed fifty (50) working days off. Attendance at educational functions requested or required by the Corporation will not fall in this category. This leave is conditional on availability of staff.
  - (b) The Corporation will grant a leave of absence without pay to the Local Coordinator to attend Union functions, provided that the total number of days does not exceed thirty (30) working days off in one calendar year. This leave is conditional on availability of staff.

Leave of Absence under this provision shall be in addition to the Union leave provided in Article 18, Clauses 18.02 (a) and (c).

- (c) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President, shall be granted leave of absence as requested without loss of pay or benefits which shall be maintained by the Corporation. The Association agrees to reimburse the Corporation for the full cost of the pay and benefits. Leave of Absence under this provision shall be in addition to the Association leave provided in Article 18, Clause 18.02(a) and 18.02(b).
- (d) Upon application in writing by the Association on behalf of the nurse to the Corporation, a leave of absence shall be granted to such nurse elected to the office of the President of the Ontario Nurses' Association. There shall be no loss of service or seniority during such leave of absence. (During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Corporation and the Association agrees to reimburse the Corporation in the amount of the full cost of such salary and applicable benefits.) It is understood however, that during such leave, the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Corporation of her intention to return to work at least four (4) weeks prior to date of such return.

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

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

18.04 The Corporation will grant up to three (3) days off with pay for up to three (3) uninterrupted days of bereavement in the case of bereavement involving members of the immediate family. The "immediate" family will be interpreted to be parent, spouse, including a spouse of the same sex, child, sibling, grandchild, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law. An additional two (2) days leave with pay will be allowed as travelling time for attendance at a burial four hundred and eighty (480) kilometers or more beyond the City of Thunder Bay.

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

18.05 Pregnancy and parental leave will be granted in accordance with the provisions of the Employment Standards Act.

Pregnancy leave is for a period of up to seventeen (17) weeks. Parental leave is for a period of up to thirty five (35) weeks if the employee also took pregnancy leave, and for a period of up to thirty seven (37) weeks otherwise.

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

In cases of adoption, the employee shall advise the Home as far in advance as possible of having qualified to adopt a child and shall request the parental leave of absence in writing upon receipt of confirmation of the pending adoption.

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

- (a) the Corporation will pay eighty-four percent (84%) of the nurse's regular salary for the first two (2) weeks of the pregnancy leave;
- (b) during the following fifteen (15) weeks of pregnancy leave, while the nurse is in receipt of E.I. benefits, the Corporation will pay the nurse an amount equal to the difference between eighty-four percent (84%) of their regular salary and the amount she receives from Employment Insurance.

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

Seniority and service continues to accrue during pregnancy or parental leave.

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

18.07 Leave with or without pay may be granted upon approval from the Director of Nursing to attend short courses, seminars and workshops related to employment at the Home.

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

18.09 Pre-Paid Leave Plan

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

The Corporation agrees to a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The Plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) year's salary deferral.

- (b) The nurse must make written application to the Director of Nursing or her designate at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) One (1) nurse may be absent at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Bargaining Unit and the Corporation.
- (d) Written applications will be reviewed by the Director of Nursing or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Corporation.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Corporation and nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any Health and Welfare benefits in which she is participating.  
  
Contributions to OMERS will be in accordance with the Plan. The nurses will not be eligible to participate in the Disability Income Plan during the year of the leave.
- (i) A nurse may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given the Director of Nursing or her designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Corporation plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Corporation will endeavor to find a temporary replacement for the nurse as far in advance as practicable. If the Corporation is unable to find a suitable replacement, it may postpone the leave. The Corporation will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a

mutually agreeable time or of withdrawing from the Plan and have the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.

- (l) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Corporation in order to authorize the Corporation to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 18, Clause 18.11.
  - ii) The period of salary deferral and the leave period for which it is requested.
  - iii) The manner in which the deferred salary is to be held.

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

## **ARTICLE 19 – PROFESSIONAL RESPONSIBILITY**

19.01 In the event that the Home regularly assigns a number of residents or a workload to an individual nurse or group of nurses such that she or they have cause to 19. that she or they are being asked to perform more work than is consistent with proper resident care, she or they shall:

- (a)
  - i) Complain in writing to the Director of Nursing within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the MONA Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
  - ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the MONA Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) Registered Nurses; one (1) chosen by the Corporation and one (1) chosen from a panel of four (4) independent Registered Nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent Registered Nurses shall act as Chairperson.
  - iii) The Assessment Committee shall conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what decisions it finds appropriate in the circumstances. The Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of its hearing.

- (b) (i) The parties shall select a panel of two (2) independent Registered Nurses who are well respected within the profession. The members of the panel will be listed in alphabetical order and will be assigned in that order of rotation. Should the Chairperson who is scheduled to serve decline when requested or it becomes obvious that she would not be suitable due to connection with the Home or Community, the next person on the list will be approached to act as Chairperson. If a panel member is unable to sit within the time limits stipulated, the panel member next scheduled to sit will be appointed by the parties.
- (ii) Each party will bear the cost of its own nominee, and each will share equally the fee of the chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.
- (iii) The Chairpersons for the Professional Responsibility Assessment Committee are:  
  
Ms. Carol Lynn Anderson  
Ms. Judith Peterson

**ARTICLE 20 – ORIENTATION AND IN-SERVICE**

- 20.01 (a) Planned orientation of a minimum of three (3) shifts shall be provided and shall include adequate preparation to assume the role of Registered Nurse on the two (2) tours of duty the nurse is normally scheduled to work.  
  
“Adequate preparation” shall be defined as on the job experience under the guidance of an experienced Registered Nurse and shall not alter the current staffing pattern of the Home. This shall apply to both part-time and full-time employees.
- (b) There shall be an on-going in-service educational program which may include conferences and workshops designed to promote the nurses’ professional development providing such conferences and/or workshops meet with the approval of the Director of Nursing. Available programs will be publicized.
- 20.02 The delegation of Added Nursing Skills and Sanctioned Medical Arts (Special Procedures) to nurses shall be in accordance with guidelines established by the College of Nurses from time to time and any approved Corporation policy related thereto.
- 20.03 When a nurse is required by the Corporation to attend courses, she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.



**ARTICLE 21 – CLASSIFICATION AND SALARY RANGES**

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

**ARTICLE 22 – DURATION AND TERMINATION OF AGREEMENT**

22.01 This agreement shall remain in full force and effect from the 1st of April, 2016 to the 31st of March, 2018, and shall continue in force from year to year thereafter, unless in any year not more than ninety (90) days before the date of its termination either party shall furnish the other with notice of termination or propose a revision to this Agreement.

DATED at Thunder Bay, Ontario, this 26<sup>th</sup> day of October, 2018.

**FOR THE EMPLOYER**

**FOR THE UNION**

“Krista Power”  
City Clerk(s)

“Michele Martin”

\_\_\_\_\_  
  
\_\_\_\_\_

“Bruce Chezick”

\_\_\_\_\_  
  
\_\_\_\_\_

“Keith Hobbs”  
Mayor

SCHEDULE 'A'

## CLASSIFICATIONS AND SALARY SCHEDULES

ONA RATES – APRIL 1, 2015 TO MARCH 31, 2018

CHARGE NURSE			
	Effective April 1, 2015	Effective April 1, 2016 (1.40%)	Effective April 1, 2017 (1.40%)
Start	\$32.14	\$32.59	\$33.37*
1 Year	\$32.57	\$33.03	\$33.49
2 Years	\$33.09	\$33.55	\$34.02
3 Years	\$34.68	\$35.17	\$35.66
4 Years	\$36.39	\$36.90	\$37.42
5 Years	\$38.36	\$38.90	\$39.44
6 Years	\$40.42	\$40.99	\$41.56
7 Years	\$42.51	\$43.11	\$43.71
8 Years	\$45.55	\$46.19	\$46.84
25 Years	\$46.36	\$47.01	\$47.67
REGISTERED NURSE			
Start	\$31.02	\$31.45	\$32.21*
1 Year	\$31.47	\$31.91	\$32.36
2 Years	\$32.00	\$32.45	\$32.90
3 Years	\$33.57	\$34.04	\$34.52
4 Years	\$35.16	\$35.65	\$36.15
5 Years	\$37.14	\$37.66	\$38.19
6 Years	\$39.13	\$39.68	\$40.24
7 Years	\$41.14	\$41.72	\$42.30
8 Years	\$44.06	\$44.68	\$45.31
25 Years	\$44.84	\$45.47	\$46.11
RN TEMPORARY CERTIFICATE OF REGISTRATION			
Start	\$29.96	\$30.38	\$31.13*
1 Year	\$30.43	\$30.86	\$31.29
BEST PRACTICE CLINICIAN			
Start	\$31.56	\$32.00	\$32.77*
1 Year	\$32.02	\$32.47	\$32.92
2 Years	\$32.56	\$33.02	\$33.48
3 Years	\$34.17	\$34.65	\$35.14
4 Years	\$35.77	\$36.27	\$36.78
5 Years	\$37.78	\$38.31	\$38.85
6 Years	\$39.82	\$40.38	\$40.95
7 Years	\$41.86	\$42.45	\$43.04
8 Years	\$44.83	\$45.46	\$46.10
25 Years	\$45.62	\$46.26	\$46.91

\* \$0.32 added after the 1.4 % increase was calculated on all first year rates

**SCHEDULE 'A'**

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

2. **Tour Differential**

Any nurse who works within the hours defined as evening tour shall receive a tour differential of two dollars (\$2.00) per hour. Any nurse who works within the hours defined as a night tour shall receive a tour differential of two dollars and thirty cents (\$2.30) per hour.

**Effective April 1, 2017**

Any nurse who works within the hours defined as evening tour shall receive a tour differential of two dollars (\$2.05) per hour. Any nurse who works within the hours defined as a night tour shall receive a tour differential of two dollars and thirty cents (\$2.35) per hour.

3. **Beginning Salaries**

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

The Corporation may, at the sole discretion, choose to recognize service in addition to the above when establishing beginning salaries for new nurses.

4. **Responsibility Allowance**

A nurse who is assigned to relieve the Director of Care/Assistant Director of Care in her absence on days will receive a responsibility allowance of one dollar and fifty cents (\$1.50) per hour.

A nurse who is assigned as person in charge on evenings, nights, weekends and paid holidays will receive a responsibility allowance of one dollar (\$1.50) per hour.

5. Wage retroactivity on the basis of all paid hours since April 1, 2016 is to be paid to all employees who have worked since April 1, 2016. Such payment is to be made within sixty (60) days from the date ratification of this Memorandum of Settlement by both parties. Any employee who has left the employ is to be notified in writing at the address on file within thirty (30) days from the date of ratification of this Memorandum of Settlement by both parties and payment is to be made within thirty (30) days of acknowledgement of receipt of such notice.

6. **Registered Nurse – Temporary Certificate**

A nurse who holds a Temporary Certificate of Registration, on presentation of proof that she/he has obtained her/his General Certificate of Registration, shall be paid the registered nurse's salary retroactive to the date the General Certificate of Registration was obtained. A nurse who holds a Temporary

Certificate of Registration must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, she/he will be deemed to be not qualified for the position of registered nurse and will be terminated. Such termination shall not be the subject to a grievance or arbitration.

7. **Proof of Certification**

A nurse is required to present to the Director of Nursing or designate on or before February 28th of each year evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registrations has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide such evidence within (90) calendar days of the nurse being placed on non-disciplinary suspension by the Corporation will result in the nurse being deemed no longer qualified and the nurse shall be terminated from the employ of the Corporation. Such termination shall not be the subject of a grievance or arbitration.

8. **Part-Time Formula Based On 200 Tours per Year**

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

**Part-Time Formula Based on 1500 hours per year**

Effective January 1, 2014, any increment adjustment shall be the completion of a successive period of 1,500 hours worked by the nurse in any classification.

9. **Non-Union Positions**

- a) A nurse who is transferred to a position outside of the bargaining unit, shall, subject to (b) below, retain, but not accumulate, her seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- b) In the event that a nurse is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

10. **In Lieu Of Fringe Benefits**

- a) A part-time nurse will be paid thirteen percent (13%) in addition to her daily tour rate in lieu of fringe benefits being those benefits to a nurse

paid in whole or in part by the Corporation, as part of direct compensation or otherwise except vacation pay, holiday pay, tour differential, responsibility allowance, court attendance, bereavement pay, weekend premium and reporting pay.

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

11. **New Classifications**

When a new classification in the bargaining unit covered by this Agreement is established by the Corporation or the Corporation makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Corporation shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Corporation agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Corporation and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 3 of the Grievance Procedure within ten (10) working days following any meeting. If the matter is not resolved in the Grievance procedure, it may be referred to Arbitration in accordance with Article 8, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Corporation and duties and responsibilities involved.

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

12. **Change in Status**

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

13. **Pay Equity**

The parties renew the current pay equity maintenance agreement. The parties understand that for the term of this Collective Agreement, pay equity has been maintained and no pay equity adjustments are required.

The pay equity plan and maintenance agreement will be reviewed by the parties effective January 1, 2017.

**LETTER OF UNDERSTANDING**

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY  
(hereinafter referred to as the "Hospital")

AND:

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

**RE: BARGAINING UNIT PROTECTION AND STAFFING**

- (a) i) At each home operated by the Employer, the Employer will assign at least the same number of bargaining unit tours for that home that were scheduled on each shift of each day of the last week ending prior to March 31, 2004. In the event that the Employer cannot meet their commitment, it shall so notify the Union and fully disclose the reasons therefore. If the Union and the Employer cannot agree upon a resolution, the matter may be referred to arbitration where the Arbitrator/Arbitration Board has similar authority to that in Note 11 of Schedule A of this Collective Agreement. The Arbitrator/ Arbitration Board will have authority to determine the appropriate reduction, if any.

No reduction in assigned bargaining unit tours shall occur except in accordance with the decision of the arbitration.

- ii) Effective February 22, 2010 the parties agree that the above staffing requirement shall be interpreted and applied such that the assignment of the total number of bargaining unit tours at all of the homes operated by the employer will be based on a weekly aggregate of the total number of tours that were scheduled the last week ending prior to March 31, 2004 at all of the homes (40 tours/week/home operated). In the event of a closure of any of the homes, this paragraph a) ii) shall become void and paragraph a) i) shall apply only.
- (b) The assignment of patient care duties, including the delegation or direction of duties by members of the bargaining unit to other health care providers, shall be in accordance with the Regulated Health Professions Act and related statutes and regulations and in accordance with the guidelines established by the College of Nurses of Ontario from time to time and any Employer policy related thereto shall meet those requirements.
- (c) The Union Management Committee shall engage in meaningful discussions respecting the Pricewaterhouse Coopers report on a home by home basis. The parties shall meet within four (4) weeks of a request by either party to convene a

meeting and there shall be no minimum or maximum number of meetings for this purpose. The party requesting the meeting shall specify the nature of the issues to be discussed at the meeting.

- (d) For the duration of the operation of this letter, Article 9.06 shall not apply, subject to clause (e) below.
- (e) Should the letter cease to operate, Article 9.06 will resume application. Notwithstanding the termination of the operation of this letter, for the purpose of Clause c) of that Article work "normally performed" shall mean to work normally performed prior to March 31, 2004.

DATED at Thunder Bay, Ontario, this 26<sup>th</sup> day of October, 2018.

FOR THE EMPLOYER

FOR THE UNION

"Krista Power"  
City Clerk(s)

"Michele Martin"

\_\_\_\_\_  
  
\_\_\_\_\_

"Bruce Chezick"

\_\_\_\_\_  
  
\_\_\_\_\_

"Keith Hobbs"  
Mayor

**LETTER OF UNDERSTANDING**

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY  
(hereinafter referred to as the "Hospital")

AND:

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

**RE: HEALTH AND SAFETY**

It is a mutual interest of the parties to promote health and safety in the workplace and to prevent and reduce the occurrences of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agrees to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employees under the Occupational Health and Safety Act. The Occupational Health and Safety Committee will recommend appropriate solutions to promote health and safety in the workplaces, including, but not limited to:

- Violence in the workplace. (including verbal abuse)
- Musculoskeletal injury protection.
- Needle-stick injury prevention.
- Personal protective equipment.
- Nurses who regularly work alone or who are isolated in the workplaces.

DATED at Thunder Bay, Ontario, this 26<sup>th</sup> day of October, 2018.

**FOR THE EMPLOYER**

**FOR THE UNION**

"Krista Power"  
City Clerk(s)

"Michele Martin"

\_\_\_\_\_  
  
\_\_\_\_\_

"Bruce Chezick"

\_\_\_\_\_  
  
\_\_\_\_\_

"Keith Hobbs"  
Mayor



**LETTER OF UNDERSTANDING**

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY  
(hereinafter referred to as the "Hospital")

AND:

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

RE: CRIMINAL REFERENCE CHECK

Criminal reference checks if required by statute or regulations for current employees will be paid by the Employer.

DATED at Thunder Bay, Ontario, this 26<sup>th</sup> day of October, 2018.

FOR THE EMPLOYER

FOR THE UNION

"Krista Power"  
City Clerk(s)

"Michele Martin"

\_\_\_\_\_

"Bruce Chezick"

\_\_\_\_\_

\_\_\_\_\_

"Keith Hobbs"  
Mayor

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY  
(hereinafter referred to as the "Hospital")

AND:

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

**RE: VACATIONS/ARTICLE 15.01 & 15.02**

Notwithstanding Articles 15.01 and 15.02, full time nurses hired before October 20th, 2010, with less than one (1) year of continuous service as of December 31, will continue to receive vacation on the basis of 1.67 days for each completed month of service with pay in the amount of eight (8) percent (%) of gross earnings. Full time nurses hired before October 20th, 2010 with one (1) year or more but less than thirteen (13) years of continuous service will continue to receive vacation on the basis of four (4) weeks vacation with pay. Part time nurses hired before October 20th, 2010 with less than one (1) year of continuous service as of December 31 shall be entitled to a vacation without pay on the basis of 1.67 days for each completed month of service.

Part time employees hired before October 20th, 2010 with one (1) year or more but less than thirteen (13) years of continuous service will be entitled to receive four (4) weeks vacation without pay. Entitlement to vacation pay for these part time nurses will be in accordance with Article 15.02 (g) of the Collective Agreement.

In addition, a part time employee hired before October 20th, 2010 who transfers from part-time to full-time will have vacation pay pro-rated to the extent that eight percent (8%) has already been paid subject to the vacation pay provision of the Collective Agreement, Article 15.

DATED at Thunder Bay, Ontario, this 26<sup>th</sup> day of October, 2018.

**FOR THE EMPLOYER**

**FOR THE UNION**

"Krista Power"  
City Clerk(s)

"Michele Martin"

\_\_\_\_\_

"Bruce Chezick"

\_\_\_\_\_

\_\_\_\_\_

"Keith Hobbs"  
Mayor

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY  
(hereinafter referred to as the "Hospital")

AND:

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

**RE: BEST PRACTICE CLINICIAN – FLEXIBLE HOURS OF WORK**

The parties agree that Article 13.01 applies to the Best Practice Clinicians except as amended below:

- The Best Practice Clinicians will generally work day tours, Monday to Friday, with the flexibility to work other tours (i.e. late day tours, evenings, nights etc.) and/or tours on weekends on an occasional basis. The scheduling of other tours and/or tours on weekends will be as determined by the Director of Nursing or may be as 'self scheduled' by the Best Practice Clinician based on training needs of staff and subject to approval by the Director of Nursing.

DATED at Thunder Bay, Ontario, this 26<sup>th</sup> day of October, 2018.

**FOR THE EMPLOYER**

"Krista Power"  
City Clerk(s)

\_\_\_\_\_

\_\_\_\_\_

"Keith Hobbs"  
Mayor

**FOR THE UNION**

"Michele Martin"

"Bruce Chezick"

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY  
(hereinafter referred to as the "Hospital")

AND:

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

**RE: NURSING GRADUATE GUARANTEE**

Whereas the Ministry of Health and Long Term Care will provide the Corporation with funding to hire New Graduate Nurses into supernumerary positions of up to twenty-six (26) weeks in length, the parties agree that all terms and conditions of the Collective Agreement apply except as amended by this Letter of Understanding:

1. New Graduate Nurses are defined as those nurses who have graduated from a nursing program or refresher program within the past six months.
2. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 11 of the Collective Agreement.
3. Such nurses will be considered full-time and will be covered by the full-time provisions of the Collective Agreement for the period of the supernumerary appointment.
4. Such nurses will be matched up with an experienced R.N. to job-shadow. The Union will be provided with a list of all such experienced R.N.'s upon commencement of the supernumerary nurse's employment.
5. Such nurses will be provided with an extended orientation above staffing complement.
6. Such positions will be up to thirty-two (32) weeks in length, the initial twenty-six (26) weeks of which are funded by the Ministry and, in the event that a New Graduate Nurse is not bridged into a permanent full-time position within or immediately following the initial twenty-six (26) weeks, an additional six (6) weeks funded by the Corporation.
7. Such nurses may apply for posted positions after completion of the probationary period outlined in Article 9.01.
8. Where a supernumerary nurse transfers to a permanent full-time position prior to the completion of the twenty-six (26) week placement, the Corporation will consult with the Association prior to investing the remaining funding in accordance with the Nursing Graduate Guarantee Guidelines, subject to sign off by the Bargaining Unit President, in accordance with the Guidelines.
9. If the nurse has not successfully posted into a permanent position by the end of the placement, she/he will be reclassified as casual part-time and will then be covered by

the part-time provisions of the Collective Agreement. This will not be considered a lay-off and the Corporation will not assign

- 10. the nurse into a vacancy outside of the internal posting processes outlined in Article 11 of the Collective Agreement.
- 11. The Corporation bears the onus of demonstrating that such positions are above complement.
- 12. The Association will be provided with written notification of the outcome of each position.
- 13. Either party may terminate these arrangements in the event of a lay-off.
- 14. This agreement is made without prejudice or precedent to any like or similar circumstances which may occur in the future.

DATED at Thunder Bay, Ontario, this 26<sup>th</sup> day of October, 2018.

FOR THE EMPLOYER

FOR THE UNION

"Krista Power"  
City Clerk(s)

"Michele Martin"

\_\_\_\_\_

"Bruce Chezick"

\_\_\_\_\_

\_\_\_\_\_

"Keith Hobbs"  
Mayor

\_\_\_\_\_