

**COLLECTIVE AGREEMENT**

**B E T W E E N:**

**THE CORPORATION OF THE CITY OF WINDSOR**  
**(Huron Lodge)**  
(Hereinafter referred to as "the Corporation")

**A N D:**

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

**EXPIRY: MARCH 31, 2014**

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WHEREAS it is the desire of the Association and the Corporation to provide efficient administration and operation of municipal service in the City of Windsor, and both parties agree that for such purposes it is essential to maintain the existing harmonious relations between the Corporation and the members of the Association to provide machinery for the prompt and equitable disposition of grievances, to promote co-operation and understanding between the Corporation and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, and to promote the morale, well-being and security of all the employees included in the bargaining unit represented by the Association and the well-being of the Civic Service as a whole;

NOW THEREFORE to effectuate the foregoing, the Parties hereto hereby mutually covenant and agree as follows:

### **ARTICLE 1 – RECOGNITION**

- 1.01 The Corporation recognizes the Association as the bargaining agent of all Registered and Graduate Nurses employed in a nursing capacity by the Corporation of the City of Windsor Huron Lodge, save and except the Director of Care, persons above the rank of Director of Care and the Assistant Directors of Care.
- 1.02 All references to officers, representatives and committee members of the Association in this Agreement shall be deemed to mean officers, representatives and committee members of duly chartered local Nurses' Association Huron Lodge, Local 8 Ontario Nurses' Association. Furthermore, all correspondence sent by the Corporation to the Association shall be sent to such chartered local.

### **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 The Association recognizes the right of the Corporation to operate and manage its business in all respects in accordance with its responsibilities save and except to the extent that its rights, privileges, powers and immunities are restricted, infringed, altered and amended by the terms hereof.

### **ARTICLE 3 – DEFINITIONS AND INTERPRETATIONS**

- 3.01 (a) Nurse – Where this term is used in this Agreement, it shall mean both registered and graduate nurse.
- (b) Full-time Nurse – Is defined as a nurse who works an average of thirty-seven and one-half (37.5) hours a week, excluding a one-half (½) hour unpaid lunch period.
- (c) Graduate Nurse – Means a person who does not hold current registration with the College of Nurses of Ontario but shows proof of prior registration or who shows written proof from the College of Nurses of Ontario of eligibility for registration in Ontario by examination or by certification.
- (d) Part-time Nurse – Is defined as a nurse who works not more than thirty (30) hours weekly on a part-time replacement basis or a Nurse who works thirty-seven and one-half (37.5) hours weekly on a temporary

replacement basis for a predetermined period not to exceed twelve (12) months, except where no other part-time nurse is willing to fill the position.

- (e) Probationary Nurse – Is defined as a Nurse who is serving her probationary period as defined herein, prior to confirmation of her appointment as a full-time or part-time Nurse.
- (f) Registered Nurse – Is defined as a Nurse who is registered as such under the Regulated Health Professions Act, and amendments thereto. Proof of renewal of registration will be presented to the Director of Care by not later than January 31st of each current year; provided however, the date may be extended where in the opinion of the Director, there is good reason beyond the control of the Nurse to justify such extension.
- (g) "Administrator" shall mean the Administrator of Huron Lodge.
- (h) "Home" shall mean Huron Lodge.
- (i) Nurses' Representative – Is defined as a Nurse elected or appointed by the Association to represent Nurses in presenting complaints and grievances to the Corporation.
- (j) Whenever the feminine or singular is used throughout this Agreement, it shall be deemed to include the masculine or plural where the context so allows or requires.
- (k) Tour – Where this term is used in this Agreement it shall mean a shift within the day, evening and night shift definitions under Article 13.02.

#### **ARTICLE 4 – ASSOCIATION COMMITTEES AND REPRESENTATIVES**

4.01 The Corporation shall recognize:

- (a) An ONA - Management Committee composed of two (2) Association members and two (2) members of Management, the duties of which shall be to co-operate in the efficient operation of the Home and to provide service to its members. Regular meetings of the Committee will be held monthly, unless otherwise agreed by both parties, for the discussion of matters of mutual concern.
  - i) ONA - Management Committee meetings shall be scheduled whenever possible during the Nurses' regular working hours. Any such time outside the Nurses' working hours will be paid in accordance with applicable overtime provisions of the contract.
  - ii) The premium payment will apply for all committees required by the Collective Agreement or established by the Corporation, except where specifically provided for in this Agreement.
- (b) Professional Responsibility – In the event that the Corporation assigns a number of residents or a workload, to an individual Nurse or group of Nurses such that she or they have cause to believe that she or they are

being asked to perform an amount of work which prevent her or them from fulfilling her professional responsibilities, she or they shall:

- i) At the time that the workload issue occurs, the nurse will notify the Nursing Manager or on call Supervisor of their concerns.
  - ii) Failing resolution of the workload issue after notifying the Nursing Manager or the on call Supervisor of their workload issue the nurse shall complain in writing to the ONA - Management Committee within five (5) calendar days of the alleged improper assignment. The Chairman of the ONA- Management Committee shall convene a meeting of the ONA -Management Committee within fifteen (15) days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
  - iii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the ONA - Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) Registered Nurses: One (1) chosen by the Association, 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 a Chairperson.
  - iv) 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 decisions in writing to the parties within thirty (30) calendar days following completion of its hearing.
- (c)
- i) The parties shall select a panel of four (4) independent Registered Nurses who are well-respected within the profession. The members of the panel shall sit on a rotation agreed upon by the parties. If a panel member is unable to sit within the time limit 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 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.

- 4.02
- (a) A Negotiating Committee shall be composed of the Bargaining Unit President and two (2) additional Association members, whose duties shall be to negotiate renewal agreements.
  - (b) The members of the Negotiating Committee shall be entitled to their normal fringe benefits and shall be paid on the following scale when attending during the hours of their regular shifts during negotiations leading to the renewal of a collective agreement:

- During the first five (5) days of negotiating sessions – 1 full day's pay at regular rates, for each day spent on negotiations.
- During the next five (5) days of negotiating sessions – one-half (½) day's pay at regular rates for each day spent on negotiations and shall not be entitled to be paid during negotiations thereafter.

- (c) Members of the Negotiating Committee scheduled to work from 3 p.m. to 11 p.m. shall not be expected to report for work on a negotiating day.

Members of the Negotiating Committee scheduled to work from 11 p.m. to 7 a.m. shall not be expected to report for work on the shift which ends on a negotiating day.

- 4.03 (a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree 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 employee under the *Occupational Health and Safety Act*.

The Occupational Health and Safety Committee will recommend appropriate solutions to promote health and safety in workplaces, including, but not limited to:

- Violence in the workplace (including verbal abuse)
- Needle stick injury preventions
- Infection prevention.

- (b) There presently is an ONA representative on the Huron Lodge Health & Safety Committee.

Mediation has occurred and the Corporation will abide by the Minutes of Settlement that have been reached.

- 4.04 (a) The Association will provide the Corporation with a list of personnel showing its officers and nurse representatives. This list will be revised when changes occur.
- (b) Nurses shall have the right to the assistance of a representative of the Ontario Nurses' Association at any meeting arranged with the Corporation for the purpose of negotiating the terms of a new agreement or to discuss any matter arising out of the terms of this agreement, except as defined in the grievance procedure (Article 6A.01).

- 4.05 It is mutually agreed that a representative of the Association shall be allowed a reasonable period not to exceed one (1) hour during regular working hours to interview newly hired nurses. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled at a time convenient to all parties concerned during the orientation period.

- 4.06 So as to ensure the maximum potential of remedies noted herein, the Association agrees that neither the officers nor any member of the Association will make any representation either directly or indirectly to members of the Council of the Corporation of the City of Windsor with respect to any matter related to and within this Collective Agreement, or within the procedures provided either by the Hospital Labour Disputes Arbitration Act or Labour Relations Act, except with the consent of City Council upon application by the Association.

## **ARTICLE 5 – ASSOCIATION SECURITY**

- 5.01 The Corporation shall deduct from the pay of each month due to each nurse who is covered by this Agreement a sum equal to the monthly Association dues and special Association assessments of each such nurse. The Association shall notify the Corporation in writing of the amount of such dues from time to time. The Corporation will send to the Association, Suite 400, 85 Grenville Street, Toronto, Ontario M5S 3A2, once each month its cheque for the dues so deducted, along with a list of names of the nurses from whose pay deductions have been made, the amount of such deduction and each nurse's payroll number.
- 5.02 The Association shall indemnify and save the Corporation harmless with respect to all dues so deducted and remitted.
- 5.03 The Corporation shall provide the Association with the names, addresses, Social Insurance Numbers, classifications and salary categories of new nurses within one month of starting and shall further notify the Association of the completion of such new nurses' probationary period within one month of the completion date.
- 5.04 The Corporation shall notify the Association in writing of any change in a nurse's classification.
- 5.05 The Corporation shall provide each nurse with a statement of earnings and deductions for Income Tax purposes (Revenue Canada Form T4 Supplementary) which shall include therein the deduction for Association dues.

## **ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURES**

### **6A - Grievance Procedure**

- 6A.01 In order to ensure that complaints of employees shall be remedied as quickly as possible, the Parties agree that the procedure for submitting and dealing with grievances shall be as follows:

#### **Step #1**

A sincere effort shall be made by the Director of Care or her/his designate, the employee and the Nurses' Representative to resolve the complaint. The complaint must be raised with the immediate supervisor within seven (7) days of the occurrence of the circumstances giving rise to the grievance.

Step #2

If the complaint of the employee is not satisfied, she shall deliver her grievance in writing to the Administrator of the Home within ten (10) days after the occurrence giving rise to the grievance. Such grievance shall be submitted in quadruplicate upon the form provided by the Corporation and as approved by the Association and shall be signed by the employee.

The Administrator shall hear the grievance within seven (7) days after receipt thereof and the Association shall be entitled to have the grievor and two (2) Nurses' Representatives, one of whom may be a Representative of the Ontario Nurses' Association present at the hearing. The Administrator shall deliver his decision in writing to the grievor and the Association secretary within five (5) days after the hearing.

Step #3

If the Association wishes to appeal to the Chief Administrative Officer or designate from the decision of the Administrator, it shall deliver written notice to the Chief Administrative Officer or designate within five (5) days after receipt of the said decision. The Chief Administrative Officer or designate shall hear such grievance within seven (7) days after receipt of the said notice and shall deliver his decision in writing to the Association Secretary within seven (7) days after such hearing. A representative of the Ontario Nurses' Association may attend this hearing.

6B - Arbitration Procedure

6B.01 If the Association is not satisfied with the decision of the Chief Administrative Officer or designate in the matter of any grievance, it may be submitted to arbitration and the procedure shall be as follows:

Step #1

The Association shall deliver a written notice to the Chief Administrative Officer or designate within ten (10) days after receipt of the decision of the Chief Administrative Officer or designate and, within ten (10) days after the delivery of such notice, it shall designate a nominee to act on behalf of the Association, and the Corporation shall appoint its nominee within fifteen (15) days after receipt of the notice to arbitrate. The two (2) nominees, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson of the Arbitration Board. If the two appointees fail to agree upon a Chairperson of the Arbitration Board, within the time limit, the party lodging the grievance shall within fifteen (15) days request the Minister of Labour for Ontario in writing to appoint a Chairperson of the Arbitration Board and a copy of such request shall be forwarded concurrently to the other appointee to such Board.

Step #2

The nominees and the Chairperson shall thereupon be constituted a Board of Arbitration for the purpose of hearing and deciding the issues raised by the grievance, and the decision of the Board shall be final and binding upon the Parties. In arriving at its decision, the Board shall not change or disregard any provisions of this agreement, nor establish or change any wage or rate of pay, but shall have full power to vary or set aside the decision of the Chief



Administrative Officer or designate, or any penalty imposed upon the grievor. The Board shall also have the power to restore any wages or as far as possible, any other rights or benefits of which the grievor may have been unjustly deprived, and shall have the power to make an award to implement any settlement which may be agreed upon by the Parties hereto.

- 6B.02 The foregoing procedures as set forth in Article 6A.01 and 6B.01 shall be strictly adhered to by both Parties, provided that any of the time limits imposed herein may be extended by mutual consent, and provided further that if a dispute arises, involving the policy of the Corporation or the interpretation or general application of this agreement, including the question of whether or not a matter is arbitral, the Parties may mutually agree that the grievance procedure shall commence at the Chief Administrative Officer or designate level and shall proceed thereafter in the same manner of any other grievance.

6C - Payment For Processing Of Grievances

- 6C.01 As far as possible, differences or grievances shall be attended to outside of working hours, but if it shall appear to be necessary to attend to the difference or grievance during working hours, a nurses' representative may, with the permission of her supervisor, leave her place of work for the purpose of attending to the difference or grievance. Also, she may have permission to enter another Department for discussion of the difference or grievance. When returning to work the nurses' representative shall report to her supervisor and, if required to do so, give a reasonable explanation of the duration of her absence.
- 6C.02 A Committee member for any period spent during regular working hours upon investigation of grievances, processing of grievances shall be entitled to her pay and the fringe benefits provided by this Agreement.
- 6C.03 Saturday, Sunday, paid holidays and an aggrieved nurse's day off shall not be counted in determining the time in which any action is to be taken or completed in any steps of the Grievance or Arbitration Procedure.

6D - Miscellaneous

- 6D.01 Subject to Article 6B.02, a grievance which has not been processed by the Grievor or her representative in accordance within the time limits prescribed, shall be deemed to have been withdrawn.
- 6D.02 The Association shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided in Step 2, Article 6A.01. No matter may be submitted to arbitration which has not been properly processed through all previous steps of the grievance procedure.

6E - Management Grievance

The Administrator of the Home or his Designate may file a grievance in writing with the President.

Failing satisfactory settlement of the grievance within ten (10) days after filing such grievance, the Corporation, by the Administrator of the Home or his Designate, may refer the matter to Arbitration by delivering written notice to this effect to the President within fifteen (15) days after filing such grievance.

The written notice of the Administrator of the Home or his Designate shall contain the name of the Corporation's Appointee to a Board of Arbitration. The Association shall advise the Corporation in writing of its appointee to the Board of Arbitration within fifteen (15) days after receipt of the notice to arbitrate.

The two appointees shall appoint a third person to act as Chairman of the Board of Arbitration as hereinbefore provided in this agreement.

6F - Discipline

- 6F.01 (a) Whenever a written work infraction notice is issued, or whenever a recommendation is made for the discharge, discipline or suspension of a nurse, a copy of the infraction report shall be delivered to the nurse in the presence of a representative of the Association (who shall also receive a copy) within nine (9) working days that the employee works from the date of the occurrence giving rise to the infraction or the date the employer becomes aware or should have reasonably become aware of the infraction. The notice shall contain particulars of the infraction.
- (b) In the case of discharge or suspension, representatives of the Unions and employee shall have the option of meeting with the Executive Director of Human Resources or designate to attempt to resolve the problem before going to grievance and if this option is exercised within three (3) working days of the receipt of the discharge or suspension, the time limits referred to in 6F.02 for referring the grievance to the Chief Administrative Officer or designate, shall commence following any meetings with the Executive Director of Human Resources or designate.
- 6F.02 In cases of suspension or discharge, the grievance procedure shall commence at the Chief Administrative Officer's or designate's level and any grievance shall be delivered within seven (7) working days after delivery of the infraction report. At the hearing before the Chief Administrative Officer or designate in cases of discharge or suspension, the Corporation shall firstly present its argument as evidence in support of its recommendation and the Association shall be privileged to present its arguments and evidence and reply as it considers necessary. Thereafter, the grievance shall proceed in the same manner as any other grievance under the provisions of Articles 6B-6D, inclusive. It is further agreed that the Corporation shall possess the right to suspend an employee immediately for cause, subject to the employee's right to grieve as provided in the aforementioned Articles.
- 6F.03 Any letter of reprimand, suspension, or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for eighteen (18) months.

No document shall be used against a nurse where it has not been brought to her attention in a timely manner.

No anonymous complaints of any kind will be used against a nurse in any way and will not become part of the nurse's file(s).

6G - Access to Files

A copy of any completed evaluation which is to be placed in the nurse's files 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 views to such evaluation prior to it being placed in her file. A copy of the evaluation will be provided to the nurse at her request.

Each nurse on her own time shall have reasonable access to her file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of her supervisor.

**ARTICLE 7 – SENIORITY**

- 7.01 Seniority – is defined as length of service in the Home from the date of employment as a full-time nurse.
- 7.02 Seniority lists for full-time nurses covered by this Agreement showing seniority shall be posted at the Home by the Corporation twice a year by January 31<sup>st</sup> and August 31<sup>st</sup> of each year. A copy of the posted seniority list shall be provided to the President of the bargaining unit.
- 7.03 Seniority shall be retained and accumulated when a full-time nurse is absent from work under the following circumstances:
- i) Approved leave of absence without pay up to thirty (30) continuous calendar days;
  - ii) When on an approved leave of absence with pay;
  - iii) When in receipt of illness allowance or Long Term Disability benefits;
  - iv) When in receipt of Workers' Compensation;
  - v) When on pregnancy/parental or adoption leave of absence, seniority shall be retained and accumulated for the period of such leave in accordance with the Employment Standards Act.
- 7.04 A nurse shall be deprived of any further rights under this agreement if any of the following events shall occur:
- 1) If she voluntarily quits the employ of the Corporation;
  - 2) If she is discharged and such discharge is not set aside under the grievance procedure herein;
  - 3) If she is laid off for a continuous period exceeding twenty-four (24) months calculated from the date of lay-off;
  - 4) If she is absent from work without permission for a period of three (3) consecutive working days, unless such absence was caused by physical disability or other circumstance, beyond the control of such employee, as a result of which she was unable to advise the Corporation of the reason for her absence;

- 5) If the Corporation shall forward a notice by registered mail to such nurse at her last known address, requiring her to return to work following a period of lay-off; and
  - i) She fails to notify the Corporation within ten (10) days after the mailing of such notice, of her intention to return to work; or
  - ii) After having so notified the Corporation she fails to return to work on the appointed day.
- 6) On confirmation of her appointment in any position outside the bargaining unit;
- 7) If she fails to make application as prescribed in Article 9.03(c) to return to work following pregnancy and/or parental leave or having made application, does not report to work (except for just cause) on the appropriate date.

7.05 Seniority shall be retained but not accumulated when a nurse is absent from work without pay under the following circumstances:

- i) When laid-off due to reduction in nursing staff for a continuous period exceeding twenty-four (24) months calculated from the date of lay-off;
- ii) When on approved leave of absence for more than thirty (30) calendar days.

7.06 (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) A nurse who is transferred to a position outside of the Bargaining Unit under (a) above for a specific term or task, shall accumulate seniority for six (6) months, thereafter retain, but not accumulate seniority for an additional six (6) months. In the event the nurse is returned to a position in the Bargaining Unit, the nurse shall be credited with the seniority held at the time of transfer and resume accumulation from the date of return to the Bargaining Unit.

Should the nurse remain in the excluded position beyond one (1) year, she shall lose all Bargaining Unit seniority.

Should a nurse accept a temporary replacement position outside the Bargaining Unit for a medical leave that is known, or anticipated, to exceed one (1) year, the matter will be discussed between the parties in advance of the commencement of the replacement beginning. Agreement of the Union will not be unreasonably withheld.

## **ARTICLE 8 – APPOINTMENTS, TRANSFERS AND DEMOTIONS**

- 8.01 (a) Notice of vacancies or new positions shall be posted in a prominent place for a period of five (5) days not including Saturday, Sunday, and Statutory Holidays in order that all full-time and part-time Nurses within the bargaining unit can apply; a copy of all notice of vacancies or new positions shall be forwarded to the Union Executive.
- (b) Notwithstanding Article 3.01(d), vacancies of thirty (30) days or more, and vacancies caused due to illness, accident, or leaves of absence (including pregnancy/parental leaves) shall first be offered to nurses on the basis of qualifications, performance, ability and experience and where such elements are equal, seniority shall be the deciding factor. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered part-time nurses and shall be covered by Article 16 of the Collective Agreement.
- (c) Length of Appointment/Transfer
- Notwithstanding Article 3.01 (d), where nurses accept posted temporary full-time positions the term of the acceptance will be equal to the end of the term of the vacancy.
- (d) Full-time nurses' preference will be considered for temporary vacancies prior to part-time nurses. Where there is a conflict, seniority will be the deciding factor.
- 8.02 Probationary Periods – A nurse employed in a full-time position shall be considered to be on probation during the first ninety (90) calendar days of her employment. The probationary period for a Head Nurse shall be one hundred and eighty (180) calendar days or a shorter period, at the discretion of the Director of Care. Where it is not possible for the Corporation to evaluate the employee within ninety (90) calendar days, the confirmation period may be extended by an additional ninety (90) calendar days where mutually agreed between the parties. Benefits under Article 14.01 shall be applied upon completion of the initial ninety (90) calendar days.
- Any nurse discharged during this probationary period shall not have recourse to the grievance procedure, except in the case of transfer or promotion.
- 8.03 In matters of promotion, transfer and demotion, within the bargaining unit, all decisions shall be based on qualifications, performance, ability and experience; and where such factors are relatively equal, seniority shall be the determining factor. Part-time nurses applying for the above will have their seniority updated as of the end date of the job posting.
- 8.04 Lay-Off Provisions
- (a) In matters of lay-off and recall within the bargaining unit, lay-off of full-time nurses shall be in reverse order of seniority and recall shall be in the reverse order of lay-off. Lay-off of full-time nurses shall be separate and apart from the lay-off of part-time nurses.
- (b) It is acknowledged that in order to continue the efficient operation of Huron Lodge, nursing staff consists of both full-time and part-time nurses.

Any adjustment made to the mix of staff will be the object of discussion between the parties as set out in article 8.04 (c).

- (c) In the event of a proposed lay-off at the Huron Lodge, the Corporation will:
- i) Provide the Association with no less than thirty (30) days notice of such lay-off, and
  - ii) Meet with a staff representative of the Ontario Nurses' Association and representatives of the Local Association through the ONA-Management Committee to review the following:
    - (A) The reasons causing the lay-off;
    - (B) The services which the Huron Lodge will undertake after the lay-off;
    - (C) The method of implementation including the areas of cutback and the nurses to be laid off.
- (d) Notice of Lay-Off
- Notice to the nurse of lay-off is to be in accordance with the Employment Standards Act.
- (e) All nurses on lay-off will be recalled to part-time or full-time job opportunities before new nurses are hired.
- (f) In order that the operations of the Association will not become disorganized when lay-offs are being made, the President of the Local shall be the last person laid off in her respective classification during her term of office.

## **ARTICLE 9 – LEAVE OF ABSENCE**

### 9.01 Short Leaves of Absence

Written requests for short leaves of absence without pay will be considered on an individual basis by the Administrator/Designate. Such requests are to be made as far as possible in advance of the date of commencement of the leave of absence except in cases of emergency.

### 9.02 Bereavement Leave

- i) Leave of absence of not more than five (5) consecutive working days shall be granted to a full-time nurse in the event of the death of his/her spouse or child. A leave of not more than three (3) consecutive working days shall be granted to a full-time nurse in the event of the death of his/her common-law spouse, stepchild, grandchild, father, father-in-law, mother, mother-in-law, sister, brother, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a person standing in loco parentis; and where death occurs on a Thursday and the funeral is not held until the following Monday, the nurse shall be also granted off the

said Monday to attend the funeral; such leave of absence will be without loss of pay to a maximum of five (5) consecutive working days or three (3) consecutive working days at the nurse's regular rate for the time lost during the nurse's normal work week as a result of his/her absence.

Effective February 1, 1999, leave of absence of not more than five (5) days between death and burial shall be granted to a full-time nurse in the event of the death of his/her spouse or child. A leave of not more than three (3) days between the death and burial shall be granted to a full-time nurse in the event of the death of his/her common-law spouse, stepchild, grandchild, father, father-in-law, mother, mother-in-law, sister, brother, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a person standing in loco parentis; and where death occurs on a Thursday and the funeral is not held until the following Monday, the nurse shall be also granted off the said Monday to attend the funeral; such leave of absence will be without loss of pay to a maximum of five (5) or three (3) days at the nurse's regular rate for the time lost during the nurse's normal work week as a result of his/her absence.

- ii) The provisions of Article 9.02 shall only apply to situations where loss of regular wages could occur and shall not extend to overtime.

### 9.03 Pregnancy/Parental Leave

#### (a) Pregnancy Leave

- i) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- ii) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- iii) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (ii) above by written notification received by the Home at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- iv) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

The Home will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- v) The Home may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- vi) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

(b) Parental Leave

- i) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- ii) A nurse who has taken a pregnancy leave under Article 9.03 (a) is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to six (6) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Home as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.



- iii) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- iv) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

The Home will outline to nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- v) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

#### 9.04

#### Professional and Association Meetings

- (a) Subject to the exigencies of service, leave of absence with pay and without loss of seniority or fringe benefits may be granted to not more than two (2) appointed or elected representatives of the Association, at any one time, or not more than an aggregate total of fifteen (15) days in any calendar year for the purpose of attending any recognized Association conventions or seminars. Such leave will be requested at

least fourteen (14) calendar days prior to the commencement of the leave.

- (b) Subject to the exigencies of the service, and should requirements for further Association leave exceed the aggregate of fifteen (15) days with pay, leave of absence without pay and without loss of seniority will be granted to not more than two (2) representatives of the Association at any one time for not more than twenty-five (25) days in any calendar year for the purpose of conducting Association business. Such leave will be requested at least fourteen (14) calendar days prior to the commencement of the leave.

The Corporation will forward to the Secretary of Local 8 in the care of Huron Lodge, confirmation that a request by the Local for a leave has been granted under (a) or (b) above or a leave has been denied.

- (c) A nurse who is elected to the office of the President of the Ontario Nurses' Association shall be granted leave of absence, upon request, up to two (2) years, and while on such leave shall enjoy uninterrupted seniority and service provided however,

- i) That an employee who wishes to return to her position and exercise her seniority in that behalf, must elect to do so in writing within fifteen (15) days of the termination of the leave and make herself available for work within fifteen (15) days of such election.
- ii) For the purpose of this Article, seniority shall bear the meaning ascribed to it in Article 7.
- iii) During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Corporation, subject to approval by the concerned Benefit Carrier, 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.

- (d) 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 upon request such leave(s) of absence as she may require to fulfil the duties of her position, provided two (2) weeks' notice is given and subject to the exigencies of the service and availability of replacement staff. There shall be no loss of seniority or credits for the purpose of salary advancement and vacation entitlement or other purposes during such leaves of absence. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Association leave provided in clauses 9.04(a), (b), and (c) above. During such leave of absence the nurse's salary and applicable benefits shall be maintained by the Corporation, subject to approval by the concerned Benefit Carrier, and the Association agrees to reimburse the full cost of such salary and applicable benefits.

- (e) A nurse elected or appointed to a Provincial Committee of the Association, shall be granted leave of absence without pay to fulfil the duties of her position. 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 daily rate of the nurse.

The leave days granted under this provision will not be considered under part (a) and (b) of this Article.

9.05 Personal Leave

- (a) Subject to the exigencies of the service, the Corporation may grant a leave of absence without pay to any nurse for any reason regarded by the Corporation as legitimate and acceptable.
- (b) All applications for leaves of absence under the provisions of Article 9.05(a) herein shall be made in writing to the Administrator at least twenty-eight (28) calendar days prior to the date of commencement of the leave. The Administrator will endorse his/her recommendations thereon and process them to the Executive Director of Human Resources or designate and/or the Chief Administrative Officer or designate for final decision.

9.06 Educational Leave

Leave of absence with pay and without loss of seniority may be granted to any nurse attending any instructional courses related to the services being provided at the Home. If such employee completes the course successfully, the registration fees will be paid by the Corporation in accordance with its Educational Assistance Policy.

9.07 In-Service Education

When a nurse is on duty and is required to attend any in-service program during her regularly scheduled working hours, she shall suffer no loss of regular pay. When a nurse is required by the Lodge to attend courses outside her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular rate of pay to a maximum 7.5 hours. Every effort will be made to reschedule assigned evening and night shifts to the day shift on in-service days. When an in-service training program is presented, the Nurses' who are on duty at the time shall make every effort to attend the session.

**ARTICLE 10 – MISCELLANEOUS**

- 10.01 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Association. The cost of printing the Collective Agreement in booklet form will be shared equally by the Corporation and the Local.
- 10.02 There shall be no strikes or lock-outs so long as this agreement continues to operate. The words "strike" and "lock-out" as used herein shall be as defined in the Labour Relations Act, 1995, as amended.
- 10.03 Persons whose jobs are not in the Bargaining Unit shall not perform work normally performed by nurses in the Bargaining Unit when such performance will result in the lay-off or termination of any member of the Bargaining Unit.

- 10.04 Registered staff meetings shall be scheduled during nurses' regularly scheduled working hours on all shifts or the nurse shall be paid for all hours spent in attendance at such meeting outside her regular working hours at her regular rate of pay.
- 10.05 Copies of all By-laws referred to in this Collective Agreement and any subsequent amendments thereto shall be provided to the Union executive.
- 10.06 All employees shall notify their Department Head and the Executive Director of Human Resources or designate in writing within one (1) week of any changes in their address, telephone number, marital status and number of dependents. It shall be the nurse's responsibility to advise the Executive Director of Human Resources or designate of any change in number or status of dependents or other information relevant to employee benefits required by the employer's insurers or required by Revenue Canada.
- 10.07 Technological Change – Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Corporation agrees that appropriate computer training will be provided at no cost to the nurses involved.

It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, ancestry, creed, colour, citizenship, national (ethnic) origin, sex, sexual orientation, family status, marital status, age, religious affiliation, disability, handicap, or any other factor which is not pertinent to the employment relationship.

10.08 Influenza Vaccine

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

- (a) Nurses shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Lodge will pay the full or incremental cost for the vaccine and will endeavour to offer vaccination clinics on site. In addition, nurses will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Huron Lodge recognizes that nurses have the right to refuse any required vaccination.
- (d) If a nurse elects not to be vaccinated under this provision, she or he may be considered unfit for work and may be placed on an unpaid leave of absence during any influenza outbreak at Huron Lodge, as declared in writing by the Medical Officer of Health. Such unpaid leave will continue until such time as the nurse is cleared to return to work. If a nurse is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If a nurse cannot be vaccinated because it is medically contraindicated, and where a medical certificate is provided to this effect for both the

influenza vaccine and the antiviral prophylactic medication, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the nurse will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other nurses.

- (f) Notwithstanding the above, Huron Lodge may offer the vaccine on a voluntary basis to nurses free of charge.
- (g) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

10.09 Where an employee, as a condition of continuing employment, is required to renew a registration with the College of Nurses of Ontario, the Corporation shall pay the full cost of such renewal, providing no late penalties are claimed, upon submission of a receipt of payment. Such payment shall begin for the 2011 renewal.

## **ARTICLE 11 – TERM OF OPERATION OF AGREEMENT**

11.01 Except as otherwise stated herein, this agreement shall be deemed to have come into force on the 1st day of April, 2011 and shall remain in force until 24:00 hours, March 31, 2014, and thereafter, it shall be automatically renewed each year only without change, unless either party gives notice in writing to the other party of its desire to revise or amend this Agreement, such notice to be given not earlier than ninety (90) days, and not later than sixty (60) days prior to the expiration date. The parties shall submit to each other within forty-five (45) days following the date of notice, drafts of their proposed changes or amendments to the agreement and negotiations between the parties shall begin within fifteen (15) days following the exchange of such drafts. If, pursuant to such negotiations, an agreement on the revision of amendment is not reached prior to the current expiration date, this agreement shall remain in full force and effect after such expiration date in accordance with the provisions of the Hospital Labour Disputes Arbitration Act.

## **ARTICLE 12 – SALARIES AND WAGES**

12.01 Salaries

The salaries and wages for the Staff Development Coordinator, Head Nurses, and Registered Nurses (Full-Time and Part-Time) shall be as follows:

### Staff Development Coordinator

Level / Step	APRIL 1, 2013 – MARCH 31, 2014			
	Annual	Monthly	Bi-Weekly	Hourly
Level 1	\$59,338.50	\$4,944.88	\$2,282.25	\$30.43
2	61,776.00	5,148.00	2,376.00	31.68
3	64,974.00	5,414.50	2,499.00	33.32
4	68,211.00	5,684.25	2,623.50	34.98
5	71,506.50	5,958.88	2,750.25	36.67
6	75,484.50	6,290.38	2,903.25	38.71
7	79,521.00	6,626.75	3,058.50	40.78

8	83,616.00	6,968.00	3,216.00	42.88
9	89,349.00	7,445.75	3,436.50	45.82

Head Nurses

LEVEL / STEP	APRIL 1, 2013 – MARCH 31, 2014			
	Annual	Monthly	Bi-Weekly	Hourly
Level 1	\$59,338.50	\$4,944.88	\$2,282.25	\$30.43
2	61,776.00	5,148.00	2,376.00	31.68
3	64,974.00	5,414.50	2,499.00	33.32
4	68,211.00	5,684.25	2,623.50	34.98
5	71,506.50	5,958.88	2,750.25	36.67
6	75,484.50	6,290.38	2,903.25	38.71
7	79,521.00	6,626.75	3,058.50	40.78
8	83,616.00	6,968.00	3,216.00	42.88
9	89,349.00	7,445.75	3,436.50	45.82

Registered Nurses (Full-Time) – 75 Hours

LEVEL / STEP	APRIL 1, 2013 – MARCH 31, 2014			
	Annual	Monthly	Bi-Weekly	Hourly
Level 1	\$58,831.50	\$4,902.63	\$2,262.75	\$30.17
2	59,689.50	4,974.13	2,295.75	30.61
3	60,684.00	5,057.00	2,334.00	31.12
4	63,667.50	5,305.63	2,448.75	32.65
5	66,690.00	5,557.50	2,565.00	34.20
6	70,434.00	5,869.50	2,709.00	36.12
7	74,217.00	6,184.75	2,854.50	38.06
8	78,019.50	6,501.63	3,000.75	40.01
9	83,557.50	6,963.13	3,213.75	42.85
10 (25 years)	85,039.50	7,086.63	3,270.75	43.61

Registered Nurses (Part-time)

LEVEL / STEP	APRIL 1, 2013 – MARCH 31, 2014	
	Tour	Hourly
Level 1	\$226.28	\$30.17
2	229.58	30.61
3	233.40	31.12
4	244.88	32.65
5	256.50	34.20
6	270.90	36.12
7	285.45	38.06
8	300.08	40.01
9	321.38	42.85
10	327.08	43.61

## 12.02 Increments

Subject to the provisions of Article 12.06 and Article 16.04, increments will be granted automatically each year on the basis of service with the Corporation and apply on the nurses' anniversary dates of employment in their current positions.

Where an employee has been on extended leave of absence (including pregnancy/parental leave) for any period in excess of one month, the employee shall not be entitled to an increment until he or she has actually worked for 12 months from the anniversary of her appointment or the date of her last increment, whichever is the later, and future increments where applicable, will be effective each twelve (12) months from the date of the last increment.

## 12.03 Shift Premiums

- (a) All nurses working between the hours of 15:00 hours and 23:00 hours, shall be paid a premium of \$1.60 for each hour worked.

Effective March 31, 2014, all nurses working between the hours of 15:00 hours and 23:00 hours, shall be paid a premium of \$1.80 for each hour worked.

- (b) All nurses working between the hours of 23:00 hours and 07:00 hours, shall be paid a premium of \$1.75 for each hour worked.

Effective March 31, 2014, all nurses working between the hours of 23:00 hours and 07:00 hours, shall be paid a premium of \$1.95 for each hour worked.

- (c) Any employee who works Saturday or Sunday as part of her/his regular work week shall be paid an additional shift premium of \$1.85 per hour.

- (d) Effective March 31, 2014, any employee who works Saturday or Sunday as part of her/his regular work week shall be paid an additional shift premium of \$2.05 per hour.

- (e) It is agreed that a shift premium shall not be payable with respect to vacations and sick leave or statutory holidays when not required to work.

## 12.04 Experience Allowance

Beginning salaries shall include recognition of related documented experience.

Having established the recent related clinical experience, the Home will credit a new nurse with one (1) annual service increment for each year of experience. Present employees are to be reclassified on the basis of the information that the Home already has, or that the Union or nurse supplies to them.

When a period of more than two (2) years has elapsed since the nurse has occupied a nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Corporation.

12.05 Retroactivity

Salary and wage adjustments shall be retroactive as set out in Article 12.01 above to April 1, 2011. All retroactivity will be paid not later than six (6) weeks following the executed date of contract settlement, failing which, and from which point, interest of such retroactivity shall become payable, and calculated pursuant to the Courts of Justice Act, R.S.O., 1984, C.11.

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

12.06 Promotions

Upon promotion to a higher classification, a nurse will be paid the next higher increment for the higher graded position than the rate she was being paid in her previous classification. Promotions shall be subject to a confirmation period of one hundred and eighty (180) calendar days, or such shorter period as may be decided upon at the discretion of the Director of Care. Subject to Article 12.02, increments thereafter shall be paid upon the anniversary of appointment to the higher position.

12.07 Make-Up Salary

(I) Workers' Compensation

- a) If a nurse is absent from work as the result of a compensable injury for which the employee is granted benefits by the Workplace Safety and Insurance Board for a period of temporary total disability, the Corporation agrees to pay, in addition to the amount of compensation awarded by the Board, the difference between the amount of the nurse's net regular salary or wages and the amount of the benefits for the period of temporary total disability for the first twenty-six (26) weeks of such disability. Such payments shall be subject to the following conditions:
  - 1) The Workplace Safety and Insurance Board shall have determined that the employee has sustained personal injury by accident arising out of and in the course of her employment with the Corporation.
  - 2) The employee must have formally elected to take compensation in cases where any third party is involved.
  - 3) Such payments shall not extend to cases of permanent total disability, in which cases the benefits granted by the Workplace Safety and Insurance Board shall be final, nor shall they extend to cases where the employment is terminated before the period of temporary total disability has expired.



In the event such absence continues beyond the said twenty-six week period, she will receive the amount awarded by the Workplace Safety and Insurance Board for the disability.

- b) Effective January 1, 1992, provided the Corporation continues to pay compensation as a Schedule 2 Employer under the Workers' Compensation Act, where an employee is absent as a result of an injury allegedly sustained at work, and the employee has made application for compensation and has elected to take compensation, the Corporation will make advances at the employee's normal rate of pay up to a total amount equivalent to the employee's sick leave credits. If the claim has not been approved by the Workplace Safety and Insurance Board at the exhaustion of the employee's sick leave credits and the employee continues to be absent, no further advances will be made by the Corporation.

Where the employee has no sick leave to her credit, her wages will be discontinued until the Board renders its decision. If the claim is subsequently approved, the days charged against the employee's sick leave for such absence will be accordingly credited back to the employee.

- c) (i) Subject to amendment to the Workers' Compensation Act, it is agreed that whenever an employee shall recover from a third party any amount claimed for loss of wages or sick leave, she shall repay to the Corporation forthwith the amount of all monies paid to her by the Corporation, either by way of sick leave or advances of salary or wages, in respect of the period for which such amount is recovered from the third party as aforesaid, provided that the amount to be repaid to the Corporation shall not exceed the amount recovered as aforesaid, and upon such repayment to the Corporation, the equivalent amount of any sick leave credit which may have been deducted, shall be restored to such employee.
- (ii) Where an employee is absent from work due to the recurrence of a compensable injury and for which injury the employee has been awarded a disability pension by the Workplace Safety and Insurance Board, the Corporation shall be entitled to deduct and retain the prorated amount of such pension from Workers' Compensation benefits otherwise payable to such employee.

d) Jury and Witness Duty

Nurses who are subpoenaed to serve as witnesses or nurses who are served with jury notices for jury duty in criminal or civil courts, or are required to attend a coroner's inquest in conjunction with a case arising from the nurse's duties at the Lodge, shall be granted leave of absence for such purpose without loss of any privileges. Where a nurse is excused before four (4) hours of jury/witness duty has expired she will report back promptly for work if scheduled to work on that day. For those days of work the nurse's

schedule will be changed to be considered as day shift; pre-scheduled days off will not change, unless the nurse is attending four or more consecutive days of jury duty, in which case days off will be Saturday and Sunday. Basic pay will continue to be issued on the usual pay dates. At the conclusion of her witness/jury duty, the nurse shall obtain a certificate from the Court or Coroner, showing the period of her jury or witness service and the amount of compensation received, and shall deposit this certificate together with the full amount of the compensation, but not including travelling allowances, with the Commissioner of Corporate Services & Treasurer.

(II) Subrogation of Benefits

Where the City pays an amount claimed for sick leave or the City's insurer pays an amount under the Long Term Disability Plan to an employee for an injury or disease for which one or more third parties are, or may be legally liable, the City or the insurer, whichever the case may be, will be subrogated to all rights of recovery of the said employee against the third parties to the extent of the total amount of benefits which the City, or the insurer, pays to the employee. The said employee will co-operate with the City or the insurer, to allow them to do what is reasonably necessary to enforce their rights to subrogation, the signing of any documentation required to initiate or effect any settlement or legal action.

(III) Sick Leave

It is agreed that whenever an employee shall recover from a third party, any amount claimed for loss of wages or sick leave he shall repay to the Corporation forthwith the amount of all monies paid to him by the Corporation, either by way of sick leave or advances of salary or wages, in respect of the period for which such amount is recovered from the third party as aforesaid, provided that the amount to be repaid to the Corporation shall not exceed the amount recovered as aforesaid, and upon such repayment to the Corporation, the equivalent amount of any sick leave credit which may have been deducted, shall be restored to such employee.

12.08 Establishment of New Positions

When a new position covered by this Agreement is established, notification of the job description will be forwarded to the Association and the salary shall be negotiated. If the Parties are unable to agree, such a dispute may be submitted to arbitration. The salary shall be retroactive to the time the position was first filled by the nurse.

12.09 Responsibility Allowance

- (a) If the Corporation designates a nurse to assume the responsibilities of a Head Nurse, she shall be compensated with a responsibility allowance commensurate with the next higher increment of the Head Nurse classification.
- (b) A nurse designated to assume the responsibility of Director of Care or Assistant Director of Care on a temporary basis shall be deemed to be

covered by the Collective Agreement and shall be compensated with a responsibility allowance of \$9.00 per complete tour in addition to her regular salary.

- (c) A nurse designated by the Administrator to assume overall responsibility of the Lodge on evenings, nights or weekends shall be paid \$7.50 per complete tour in addition to her regular salary and applicable premium allowance. Said benefits not to be included for purposes of computing any premium or overtime payments.

12.10 Salary Scale on Transfer (from part-time to full-time and Vice Versa)

A part-time nurse whose status is altered to full-time within the same classification will assume her same level on the full-time grid and a full-time nurse whose status is altered to a part-time nurse within the same classification, will assume her same level on the part-time grid. For the purpose of this clause, a nurse who is transferred will receive full credit for tours worked since her last advancement on the grid for the purposes of further progression on the grid. Such nurse shall also receive full credit for her service for purposes of vacation entitlement.

**ARTICLE 13 – HOURS OF WORK**

- 13.01 The normal standard hours of work shall be an average of seventy-five hours (75) bi-weekly and seven and one-half (7.5) hours per day, excluding a one-half hour unpaid mealtime period. The parties further agree that during the unpaid mealtime period, nurses may leave the premises upon notification to the Director of Care or designate.

- 13.02 The work week shall be defined as being from 2300 hrs. Saturday to 2259 hrs. the following Saturday. The night shift shall be the first shift of the day. The normal standard shifts shall be as follows:

07:00 hours – 15:00 hours (Day Shifts)

15:00 hours – 23:00 hours (Evening Shifts)

23:00 hours – 07:00 hours (Night Shifts)

The aforementioned standard hours of work and shift schedule are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum or a restriction on any maximum number of hours to be worked.

- (a) Nurses will attend for work fifteen (15) minutes before the above shift commencement hours for the purpose of report and such time shall be considered part of the nurses' normal work shifts.
- (b) Where a nurse notifies her immediate supervisor that she will be unable to take her scheduled lunch break, and where the supervisor is unable to reschedule such break, such nurse shall be paid time and one-half (1½) times her regular straight time hourly rate for all approved time worked in excess of her scheduled daily hours.

## 13.03

Schedule Regulations

- (a)
  - i) Two days off will be scheduled during each work week.
  - ii) A nurse shall not be required to work more than seven (7) consecutive days unless mutually agreed to by the nurse and the Employer. If the nurse is scheduled to work in excess of seven (7) consecutive days, she shall be paid time and one-half (1½) for all days scheduled in excess of seven (7) days until a day off is granted.
  - iii) There shall be a period of not less than sixteen (16) hours off between a change of shift unless mutually agreed otherwise. Split hours shall not be scheduled. The Employer will schedule forty-eight (48) hours off after a period of regularly scheduled night duty. Failure to comply with the above-noted conditions will result in the payment of time and one-half (1½) the nurse's regular straight time rate of pay for the following tour of duty worked.
- (b) Tours of duty schedules shall be posted at least four (4) weeks in advance, and shall cover a four week period. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for change in posted time schedules must be submitted in writing one (1) week prior to the request, where possible, and co-signed by the nurse willing to exchange a scheduled tour of duty. Requests will be granted based upon operational requirements as determined by management. In any event, it is understood that such a tour of duty, initiated by the nurse and approved by the Lodge shall not result in overtime compensation or payment. No change in the posted tour of duty schedules for full-time nurses may be initiated by the Employer without twenty-four (24) hours' notice of such change. Failure to comply with the above noted conditions will result in overtime payment to the nurse for all hours affected by the change at the rate of one and one-half (1½) times the nurse(s)' regular straight time rate of pay.
- (c) Each nurse is entitled to at least two (2) weekends off in four (4). Each nurse is entitled to the weekend off either before or after her annual vacation leave if she so requests. Such a request will constitute a waiver of scheduling regulations by the nurse to the extent necessary to grant the request and must be made two weeks in advance of posting the schedule for the tour within which the vacation is scheduled. If a nurse is required to work a third consecutive and subsequent weekend, she will receive premium payment of time and one-half (1½) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:
  - i) Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;
  - ii) Such weekend was scheduled to accommodate the nurse's request to have the weekend off before or after her annual vacation to which each nurse is entitled;
  - iii) Such nurse has requested weekend work;

- iv) Such weekend was worked as a result of an exchange with another nurse.

A weekend is defined as consisting of fifty-six (56) consecutive hours off work during the period following the completion of the Friday shift until the commencement of the Monday shift.

- (d) These scheduling regulations may be waived between December 15th and January 15th, so that all nurses will receive at least three (3) consecutive days off alternately on a yearly basis for Christmas or New Year's.

#### 13.04

#### Overtime

Such as herein provided, overtime means authorized hours worked,

- (a) In excess of seven and one-half (7½) hours of work per day.
- (b) In excess of seventy-five (75) hours in any bi-weekly pay period including vacations, paid holidays, scheduled days off, and approved leaves of absence with pay.
- (c)
  - i) For all authorized overtime designated by the employer, the employee shall be paid at the rate of time and one-half (1½) of the regular rate of pay.
  - ii) When a nurse is required to work overtime on an overtime tour, on a paid holiday, on a tour that is paid at the rate of time and one-half her straight time hourly rate or on a Sunday, the nurse shall be paid two (2) times her straight time hourly rate for all additional hours worked.
  - iii) When a full-time nurse is called into work on a scheduled vacation tour, the full-time nurse shall be paid one and one-half (1½) times her straight time hourly rate of pay.
- (d)
  - i) When a nurse is required to work two (2) hours immediately prior to her normal starting time, she shall be paid a meal allowance of seven dollars and fifty cents (\$7.50).
  - ii) When a nurse is required to work two (2) hours in excess of her normal work shift, exclusive of call backs as provided in paragraph (e), she will be paid a meal allowance of seven dollars and fifty cents (\$7.50).
- (e) When a nurse is recalled to work outside of her regular scheduled hours, she shall receive time and one-half her regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours pay at time and one-half.
- (f) The provisions of payment of sick leave credits shall not extend to overtime work.
- (g)
  - i) An employee may bank overtime to a maximum of forty (40) straight time hours on an ongoing basis.

- ii) The nurse shall be responsible for indicating on the overtime application whether the time is to be accumulated.
  - iii) Employees shall be credited with banked time at the premium rates as specified in the contract. (e.g. time and one-half; - one hour overtime work will be banked to the employee's credit as one and one-half hours; double time - one hour's overtime worked shall be banked to the employee's credit as two hours).
  - iv) An employee may use overtime hours banked for limited leave of absence with pay, subject to the approval of the employer, so far as may be allowed to ensure the efficient operation of the Home.
  - v) All hours banked to the credit of an employee shall, if unused, and requested, be paid out to the said employee at her then current rate of pay on the first pay day after December 1st each year. The employee must make such request by no later than November 1<sup>st</sup> of each year.
- (h) All overtime for full-time nurses shall be distributed equitably. Nurses who do not wish to be offered overtime work, shall notify the Director of Care or designate in writing. In the event the entitled senior nurse does not receive a call out, the nurse will receive the next call out first. Continuation of call for the next overtime shift will resume at the previous spot in the call list.

#### 13.05 Reporting Absences

A full-time or part-time nurse who is unable to attend work for a scheduled day shift must notify or leave a message for the nurse on duty at least one (1) hour prior to the commencement of that shift. A full-time or part-time nurse who is unable to attend work for a scheduled evening or night shift must provide at least four (4) hours' notice prior to the commencement of the shift. Similarly before returning to work after an absence, she must notify the Nurse on duty of her intention to return to work at least six (6) hours before the commencement of her scheduled shift.

#### 13.06 The Corporation shall continue the practice of preferred shift selection for full-time nurses.

During the month of September in each calendar year, all full-time nurses shall indicate in writing to the Lodge which shift they prefer to work on a permanent basis. Should a conflict in selection occur seniority shall be the determining factor. Such shift selection will remain in effect for the following calendar year. Shifts shall only be changed by mutual consent. The practice of preferred shift selection does not disentitle a full-time nurse from working additional or overtime shifts on other than her permanent shift.

Notwithstanding the above, the Employer may schedule full-time nurses on other than their permanent shift for the purpose of scheduled inservice or refresher.

#### 13.07 A nurse who reports to work as scheduled, unless otherwise personally notified by the Home, and is subsequently sent home, shall receive a minimum of four (4)

hours pay at her regular straight time hourly rate. The actions taken here shall not be considered a lay-off within the collective agreement.

#### **ARTICLE 14 – FRINGE BENEFITS**

14.01 (a) It is agreed that the following fringe benefits shall exist and may, by consent of both parties, be amended from time to time, and such benefits shall be applied on completion of probationary period for properly enrolled full-time nurses as follows:

- i) Ontario Hospital Insurance Plan.
- ii) Semi-private coverage for hospital care under the Green Shield Plan.
- iii) Effective February 1, 1999, Apoth-A-Care Prescription Drug Plan "9" (\$2.00 co-pay) with mandatory product selection, and no over the counter drugs.
- iv) Full-time nurses shall receive Group Life Insurance as provided by London Life Policy G15638C providing for insurance coverage on the basis of one and one-half times the employee's basic regular salary to a maximum of \$130,000, excluding retirees. Upon retirement, the employee, within thirty (30) days of termination, may exercise her right to convert all or any portion (subject to insurer's minimum policy amounts) of the Group Life insurance to a personal insurance policy in accordance with the terms and provisions of the group insurance policy, and premiums will be determined by the insurer's individual rate tables then in effect.

Effective March 31, 2014, full-time nurses shall receive Group Life Insurance as provided by London Life Policy G15638C providing for insurance coverage on the basis of two times the employee's basic regular salary to a maximum of \$190,000, excluding retirees. Upon retirement, the employee, within thirty (30) days of termination, may exercise her right to convert all or any portion (subject to insurer's minimum policy amounts) of the Group Life insurance to a personal insurance policy in accordance with the terms and provisions of the group insurance policy, and premiums will be determined by the insurer's individual rate tables then in effect.

- v) Sick Leave Plan as provided by By-Law No. 980, as amended, a copy of which is attached hereto and as further stated in Article 14.05. Provided, however, that for the purposes of this Agreement Sections 1(e), 3(a), 3(aa), 3(b), 4(b)(i) and 5 of said By-Law No. 980 are deleted and the following substituted therefore: (Refer to Page 41 and Page 43 for Sections 1(e) & 4(b)(i)).

3(a) Each employee shall be entitled, for every month of regular attendance, to a sick leave credit at the rate of not more than 1 1/2 days per month, and the sick leave credit of an employee shall be cumulative.

Effective March 31, 2014, the sick leave credits of each eligible employee shall be capped at a maximum of one hundred and fifty (150) days. Those employees with 150 days or more on March 31, 2014 shall retain their accumulated sick leave over the 150 day cap and shall not accumulate 1 ½ days per month until such time as their credits are 149 or less. After which the employee shall accumulate 1 ½ days per month to a maximum of 150 sick leave days.

3(aa) Each employee excepting those employees subject to The Police Act R.S.O. 1970 as amended, shall be entitled to accumulate sick leave credits after three (3) months of continuous service with the Corporation, provided that where the Collective Agreement provides for a probationary period of more than three (3) months, such sick leave credits shall not be available for the use of the employee until the employee has completed such probationary period or six (6) months, whichever is earlier, and thereafter the employee shall be credited with one and one-half (1½) days' sick leave credits retroactive to the first day of the calendar month following three (3) months of continuous service for each and every month thereafter. (Amended – B/L 6333).

Effective March 31, 2014, the sick leave credits of each eligible employee shall be capped at a maximum of one hundred and fifty (150) days. Those employees with 150 days or more on March 31, 2014 shall retain their accumulated sick leave over the 150 day cap and shall not accumulate 1 ½ days per month until such time as their credits are 149 or less. After which the employee shall accumulate 1 ½ days per month to a maximum of 150 sick leave days.

3(b) Where an employee has been employed for more than three years she may, subject to the approval of the Treasurer, be allowed sick leave absence for not more than thirty days at any one time in excess of her accumulated sick leave credit, as recorded in the register, provided that, such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled. The decision of the Treasurer disallowing an application for extension of sick leave absence as foresaid, may be appealed to the Chief Administrative Officer or designate whose decision is final and binding upon the parties.

5(a) Whenever the Treasurer disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regard to such employee's sick leave credit, in accordance with the terms of this by-law, such employee may appeal against the decision or action of the Treasurer by filing with the Chief Administrative Officer or designate a written notice of appeal within seven (7) days of the date of mailing or delivery to him of notice of the decision or action of the Treasurer. (B/L3501).

5(b)The Chief Administrative Officer or designate shall be and is hereby empowered to hear such appeal and the Chief



administrative Officer or designate, upon notice to all interested parties, may fix the time and place of the hearing of such appeal and may adopt such rules of procedure and practice as he in his sole discretion may determine. (B/L 3501).

(i) Notwithstanding the preceding, for the employees of Huron Lodge in Ontario Nurses' Association, Local 8, the disallowance of sick leave credit, or absence, or other right bestowed by this by-law shall be subject to the grievance and arbitration procedure as outlined in their Collective Agreement. The provisions set out in Article 3(b) of this by-law are not subject to the grievance and arbitration procedures. All issues outside Article 3(b) will follow Article 5(b)(i).

5(c) All notices of hearing of any such appeal shall be mailed or delivered to all parties concerned, not less than three (3) days prior to the date set by the Chief Administrative Officer or designate for hearing any such appeal.

5(d) The decision of the Chief Administrative Officer or designate in respect to any such appeal shall be reported to the Treasurer, and the Treasurer shall record the decision of the Chief Administrative Officer or designate in the Register, and act upon it. By-Law 2030) (Amended by By-Law No. 2007).

As of the date of eligibility for Long Term Disability Benefits, as defined in London Life Long Term Disability Plan No. GAS25363C, employees so entitled cannot exercise any further rights or privileges under the Sick Leave Plan as provided by By-Law No. 980 and as further amended herein.

- vi) Green Shield Extended Health Services Plan C-5, including a \$300.00 every 24 months Vision Care Plan effective March 31, 2014 (with ability to use coverage for laser surgery) and up to \$80.00 for an eye examination every 24 months, and Out-of-Province Hospital coverage. Orthotics shall be 1 pair for 3 years with a \$450.00 cap. Registered massage therapy benefits shall be \$50.00 per visit to a maximum of four (4) visits per year.
- vii) Green Shield Dental Care, Basic Plan 14 with \$1,500 orthodontic lifetime maximum with 50% co-payment. Current ODA rates apply.

Major restorative services with \$2,000 calendar year maximum to include:

- i) Standard crown restorations and/or onlays on natural teeth.
- ii) Repairs or recementing of crowns, onlays and bridgework on natural teeth.
- iii) Standard bridges including pontics abutment retainers/ crowns on natural teeth.
- iv) Superstructure or crown on implants.

- viii) The London Life Long Term Disability Plan No. GAS25363C, shall apply to the Nurses of Huron Lodge and the said Plan shall constitute part of this collective agreement. The Corporation further agrees to supply a copy of the said Plan to the Union Executive and will supply a copy of the said Plan to each Nurse currently on staff and all newly hired nurses.
- ix) Notwithstanding Article 3(e) of By-Law 980 as amended, while in receipt of Long Term Disability benefits the employee,
  - i) will not be entitled to one and one-half (1½) days of sick leave credit as provided under the Sick Leave Plan, By-Law 980, as amended, and
  - ii) will have vacation entitlements reduced by one-twelfth (1/12) for each period of continuous absence calculated to the nearest half day and if the reduction cannot be satisfied in the calendar year, such reduction shall be applied to the employee's next vacation, provided that the minimum 4% under The Employment Standards Act shall apply at the employee's option she may take as leave without pay the equivalent number of reduced days.

If the qualifying period set forth in the foregoing paragraph expires on or before the 15th day of any month, the coverage thereby provided shall become effective as of the first day of that month, otherwise the coverage shall become effective on the first day of the month next following.

- (b) The Corporation agrees to pay the full cost of the benefits set forth in subparagraphs (i) to (iv) and (vi) and (vii) of Article 14.01(a), excepting for any period of absence without pay exceeding thirty (30) consecutive calendar days, provided however, the employee may arrange with the Finance Department for payment of the premiums for such benefits during such periods of absence to ensure continued coverage. In the event of any reduction in premiums paid by the Corporation for such benefits during the term of this agreement, the resulting savings will accrue to the Corporation.
- (c) Where a nurse has depleted her accumulated or extended sick leave credits, she will not be entitled to the benefits referred to in subparagraphs (i) to (iv) and (vi) and (vii) of Article 14.01(a) above at the expense of the Corporation; provided however, she may apply for leave of absence without pay and if approved she shall arrange with the Commissioner of Corporate Services & Treasurer in advance of commencing such leave to reimburse the Corporation for the full cost of the fringe benefits referred to in the said subparagraphs normally paid by the Corporation on behalf of the employee.
- (d) Where a nurse uses up her accumulated or extended sick leave credits, she shall not be entitled to further credits until she returns to work and earns such credits through regular attendance as provided by S.3(a) of the Sick Leave By-Law.

- (e) ONA retirees as of April 1, 2010 and members of ONA, who are Regular Full Time employees of the Corporation (Schedule D) and were hired on or before April 1, 2010, and subsequently complete their probationary period, upon their retirement if eligible as per the OMERS eligibility requirements for an unreduced pension, which are in place at the time of retirement, including eligible surviving spouses and eligible dependants, shall be entitled to 100% employer paid lifetime retiree benefits as outlined in the City of Windsor Benefit Plan applicable to retirees, eligible Surviving spouses and eligible dependants as negotiated in the collective bargaining process from time to time. It is agreed that this eligibility to lifetime retiree benefits shall not be removed in any subsequent negotiations.
- (f) Members of ONA who are Part Time employees, (Schedule E) and were hired on or before April 1, 2010 and obtain a Regular Full Time position, at any time in the future, regardless of any break in service, with the Corporation and subsequently complete their probationary period, upon their retirement if eligible as per the OMERS eligibility requirements for an unreduced pension which are in place at the time of retirement, including eligible surviving spouses and eligible dependants, shall be entitled to 100% employer paid lifetime retiree benefits as outlined in the City of Windsor Benefit Plan applicable to retirees, eligible surviving spouses and eligible dependants as negotiated in the collective bargaining process from time to time. It is agreed that this eligibility to lifetime retiree benefits shall not be removed in any subsequent negotiations.
- (g) Any ONA employee hired on or after April 2, 2010 and who subsequently completes their probationary period and retires prior to 65 years of age shall receive, from the age of 55 to the age of 65, City of Windsor benefits applicable to retirees, eligible surviving spouses and eligible dependants as negotiated in the collective bargaining process from time to time, if such employees are eligible as per the OMERS eligibility requirements for an unreduced pension which are in place at the time of retirement.

- 14.02 It is agreed that the Corporation shall continue its participation in the Ontario Municipal Employees' Retirement System Pension Plan, as authorized by By-Law 2577, which provides on retirement for payment of an annual pension of approximately 2% of the average of an employee's highest sixty (60) consecutive months' earnings, multiplied by the number of years of service. The contributions by the Corporation and the employees shall be in accordance with the provisions of the Ontario Municipal Employees' Retirement System Act and the Regulations thereto, as amended from time to time.
- 14.03 Nurses shall be enrolled for coverage in the Ontario Municipal Employees Retirement System Pension Plan and such coverage shall be effective from the date of the probationary appointment.
- 14.04 "Fringe Benefits" in addition to the fringe benefits mentioned in this Schedule shall include pay for vacations and statutory holidays, and payments made by the Corporation on behalf of the employees for Canada Pension and make-up salary as defined in Article 12 hereto.
- 14.05 It is agreed that the gratuity provision as contained in Section 8 of the Sick Leave By-Law 980 shall remain in effect until December 31, 1986.

It is further agreed that on December 31, 1985, all sick leave credits accumulated up to that point will be "capped" for gratuity purposes and any employee leaving the service after December 31, 1985, will receive the appropriate reimbursement at the regular rate of pay of the said employee. It is further agreed that any employee leaving the service after December 31, 1986 will receive the appropriate reimbursement at the regular rate of pay of said employee on December 31, 1986.

- 14.06 As of the date of eligibility for Long Term Disability Benefits, as defined in London Life Long Term Disability Plan No. GAS25363C, employees so entitled cannot exercise any further right or privileges under the Sick Leave Plan as provided by By-Law No. 980, as amended, and attached hereto.
- 14.07 Where by the terms of this agreement, long term disability and group life insurance benefits are provided which is an improvement upon those benefits which were provided by the terms of the immediately preceding Collective Agreement, such improved benefit or new benefit shall be deemed to apply to only such persons as were employed by the Corporation and actively at work as of the date of written contract authorization by both parties.
- 14.08 Prior to any nurse returning to work on a modified/alternate/light work program, the Corporation will notify, and meet with, a representative of the Ontario Nurses' Association, the nurse, and members of the local executive to discuss a back to work program for the nurse.

## **ARTICLE 15 – VACATIONS AND HOLIDAYS**

### 15.01 Vacations

For the purpose of computing vacation entitlement, the vacation year shall be the calendar year and all full-time nurses shall be entitled to an annual vacation with pay at their basic salary upon the following basis:

After 6 months' continuous service – 5 working days; or

After 1 year's continuous service  
but less than 3 years' continuous  
service – 15 working days;

After 3 years' continuous service – 20 working days;

After 13 years' continuous service – 25 working days;

After 22 years' continuous service – 30 working days;

After 28 years' continuous service – 35 working days.

In no event shall the vacation pay received by an employee be less that provided by The Employment Standards Act, as amended from time to time.

- 15.02 Subject to what is contained in Articles 15.03 and 15.06, each nurse shall be permitted to take the full annual vacation to which she would become entitled on the third, thirteenth and twenty-second and twenty-eighth anniversary of her employment date:

- i) At any time after January 15th, if her employment anniversary date occurs within the first six months of that year; or
- ii) At any time after July 1st, if her employment anniversary date occurs within the second six months of that year.

15.03 Where a nurse is absent from work as a result of a compensable injury or granted any leave of absence without pay (including absences due to illness without pay) such nurse's vacation entitlement for the year in which the absence or leave is taken, shall be reduced by one-twelfth (1/12) for each period of twenty-one (21) working days absence as a result of the said absence calculated to the nearest half-day.

15.04 (a) February 1 vacation forms will be distributed to the nurses. Nurses will submit their desired vacation by February 28 for the period May 1<sup>st</sup> to October 31<sup>st</sup>. An approved vacation list by seniority will be posted by March 15<sup>th</sup> for this period. During this process should any of the nurses initial selections not be available the Employer will notify the nurse and she will be provided the opportunity to make alternate selections on the basis of seniority. The request book shall not be utilized for this selection process.

(b) September 1 vacation forms will be distributed to the nurses. Nurses will submit their desired vacation by September 30 for the period November 1<sup>st</sup> to April 30<sup>th</sup>, except for the March School Break. An approved vacation list by seniority will be posted by October 15<sup>th</sup> for this period. Christmas vacation requests will be approved when the Christmas schedule is posted by November 1<sup>st</sup> of each year. During this process should any of the nurses initial selections not be available the Employer will notify the nurse and she will be provided the opportunity to make alternate selections on the basis of seniority. The request book shall not be utilized for this selection process.

(c) Requests for March School Break vacation are to be submitted between January 15<sup>th</sup> and January 31<sup>st</sup>. Approved requests will be based on the seniority list posted by January 31<sup>st</sup> of that year and nurses will be advised as such by February 7<sup>th</sup>.

(d) Vacation requests made outside of these posting periods will be granted on a first-come-first-served basis. Such approval shall be given within two (2) weeks of the request.

(e) Vacation time off, once approved, will not be changed without the consent of the nurse.

15.05 All vacations shall be taken during the calendar year in which they are earned except if:

(a) The employee requests and is granted permission by the Employer to carry forward any or all of her vacation entitlement to the next calendar year, or

(b) A postponement is at the request of the Employer, in which case the unused portion of the employee's vacation entitlement shall be carried forward to the next calendar year.

The Association shall be notified in either case. It is agreed that the selection of vacation entitlements carried forward under this Article shall be made in accordance with seniority.

15.06 Where an employee's scheduled vacation is interrupted due to:

- (a) Serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave, provided that all days of illness are substantiated by a doctor's note;
- (b) Serious illness requiring the employee to be an inpatient in a hospital, the period of such hospitalization shall be considered sick leave;
- (c) Suffers a recurrence of a previously approved compensable injury, the period of such illness or injury shall be considered sick leave or Workers' Compensation as the case may be.

The portion of the employee's vacation, which is deemed to be sick leave or Workers' Compensation under the above provision, will not be counted against the employee's vacation credits.

15.07 Vacation pay shall be by direct deposit.

15.08 When a nurse leaves the service, she will be entitled to vacation pay on the basis of one-twelfth (1/12) of her normal vacation entitlement for each full month's service in the last calendar year of her employment, less the pay for any part of the vacation which she may have previously taken that year.

15.09 Where a nurse has taken her vacation and for any reason has received more vacation pay than her entitlement under the provisions of this agreement, the Corporation will be authorized to deduct from the employee's pay cheque any overpayment of vacation pay, after prior discussion and arrangement with the employee.

15.10 Holidays

- (a) After thirty (30) calendar days of continuous service, all full-time nurses within the scope of this Agreement shall be paid at their basic rates of pay for each of the following holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

All full-time nurses shall be entitled to a day off with pay on the last regular working day preceding Christmas Day or New Year's Day. Such day off shall be allotted by the Department Head according to seniority except as may be otherwise required to ensure the efficient operation of the Department.

- (b) Full-time nurses who work on a paid holiday shall receive one and one-half (1½) times their basic pay plus one day in lieu thereof at basic pay. The lieu day shall be taken at a time mutually agreeable to the Department Head and the employee within thirty (30) calendar days immediately preceding or following the statutory holiday, except in the case of Easter and Christmas when the time limit shall be within sixty (60) calendar days immediately preceding or following the statutory holiday.
- (c) When a holiday for a full-time nurse falls on a scheduled vacation period an additional day off at basic salary will be scheduled at the beginning or end of the scheduled vacation or on a mutually agreeable date.
- (d) When a holiday falls on a nurse's scheduled day off the nurse shall be entitled to another day off with basic salary.
- (e) A nurse shall not be paid for any holiday if she is absent without good cause on the scheduled working day immediately preceding or succeeding the holiday, or on the holiday if scheduled to work that day.

15.11 It is agreed that upon the death of an employee, the Corporation shall pay the value of any unused vacation entitlement and any owing retroactivity payments, according to this agreement to the proper legal representative of such employee pursuant to the laws of Ontario.

15.12 Christmas or New Year's Off

Every effort will be made by the Employer to post notices with respect to time off at Christmas Day and New Year's Day not later than November 1.

Time off at Christmas shall include December 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup>. The time off at New Year's shall include December 31<sup>st</sup> and January 1<sup>st</sup>.

Time off at Christmas and New Year's will alternate from year to year. Exchanges made between nurses will not be considered in the scheduling of Christmas and New Year's in the following year.

Where staffing permits some nurses to be off both Christmas and New Year's, the scheduling of both holidays off shall be offered according to seniority among all full-time and part-time nurses.

When the Christmas/New Year's schedule is posted, the Employer will also post a listing of the previous year's Christmas/New Year's assignment (not including any switches) for all of the nurses on the schedule. The Home will keep a record of the scheduled vs. traded time off for one (1) year for the purpose of clarification.

Where the Employer offers additional unpaid days off or vacation time off on December 24<sup>th</sup>, 25<sup>th</sup>, 26<sup>th</sup>, 31<sup>st</sup>, and January 1<sup>st</sup>, the Employer will do so on the basis of seniority.

For the purpose of this Article only December 25<sup>th</sup>, December 26<sup>th</sup> and January 1<sup>st</sup> shall be considered holidays covered by Article 15.10.

## **ARTICLE 16 – PART-TIME NURSES**

The following provisions shall be applicable to part-time nurses notwithstanding anything to the contrary contained in this agreement.

### 16.01 Salaries and Wages

- (a) The straight time hourly rate for part-time nurses shall be computed on the following formula:

$$\frac{\text{Annual rate full-time classification}}{(37.5 \text{ hours} \times 52 \text{ weeks})} = \text{hourly rate}$$

It is understood and agreed that for the purposes of computing premium or overtime payments, the part-time nurses hourly rate (or straight time hourly rate) in this Agreement does not include the additional 14% which is paid in lieu of fringe benefits once the employee has completed her probationary period in accordance with Article 16.02 of this Agreement, and further, effective April 1, 1989, for any part-time nurse who elects to enroll in the Ontario Employees Retirement System (OMERS) Pension Plan, the aforesaid percentage in lieu of fringe benefits will be 10%. Effective April 15, 1996, the percentage paid in lieu of fringe benefits shall be reduced to 13% and 9% respectively.

- (b) Service Increments

Increments will be granted automatically to part-time nurses on the basis of one increment on the completion of each 200 tours worked.

- (c) Shift Premium

Part-time nurses shall be entitled to receive payment of the same shift premiums as paid to full-time nurses (as set forth in Article 12.03 herein).

- (d) Pay for Working on Holiday

- i) After thirty (30) calendar days of continuous service, a part-time nurse who works on one of the eleven (11) listed holidays set out in Article 15.10(a) shall be paid at the rate of two and one-half (2½) times per basic rate.
- ii) After thirty (30) calendar days of continuous service, a part-time nurse who does not work on any of the eleven (11) holidays, set out in Article 15.10(a), shall be paid her regular straight time hourly rate provided she has worked twelve (12) complete tours during the immediately preceding thirty (30) calendar days.

- (e) Experience Allowance

The experience allowance (as set forth in Article 12.04 herein) shall apply to the beginning rate for part-time nurses.



(f) Overtime

The provisions of Article 13.04 respecting the working of overtime shall apply to part-time nurses.

(g) Vacations

All part-time nurses shall receive vacation pay as a percentage of actual earnings as follows:

- i) With less than 200 tours of service – 4%
- ii) With 200 but less than 600 tours of service – 6%
- iii) With 600 but less than 2,600 tours of service – 8%
- iv) With 2,600 but less than 4,400 tours of service – 10%
- v) With 4,400 but less than 5,000 tours of service – 12%
- vi) With 5,000 tours of service – 14%

Such vacation pay to be paid as soon as practically possible after the last pay of each year by separate direct deposit, but no later than the end of February.

(h) Bereavement Leave

Leave of absence of not more than five (5) consecutive calendar days shall be granted to a part-time nurse in the event of the death of his/her spouse or child. A leave of not more than three (3) consecutive calendar days shall be granted to a part-time nurse in the event of the death of his/her common-law spouse, stepchild, grandchild, father, father-in-law, mother, mother-in-law, sister, brother, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a person standing in loco parentis; and where death occurs on a Thursday and the funeral is not held until the following Monday, the part-time nurse shall be also granted off the said Monday to attend the funeral; such leave of absence will be without loss of pay to a maximum of five (5) consecutive calendar days or three (3) consecutive calendar days at the nurse's regular rate for the time lost during the part-time nurse's normal work week as a result of his/her absence.

16.02 Probationary Period

A nurse employed on a part-time basis shall be considered to be on probation during the first 100 tours or 9 months' continuous service whichever occurs first. Where it is not possible for the Corporation to evaluate the employee within one hundred (100) tours or within nine (9) months continuous service, the confirmation period may be extended by an additional one hundred (100) tours or nine (9) months where mutually agreed between the parties. On the completion of the probationary period, the nurse will be considered to be confirmed as a part-time nurse. Any part-time nurse discharged during the probationary period shall not have recourse to the grievance procedure.

The percent in lieu commences at the end of the first 100 tours or nine months.

### 16.03 Availability for Work

A part-time nurse shall make herself available for work on any shift, if required, as follows:

- (a) i) For twelve (12) full months of the year.
- ii) All part-time nurses shall be allowed up to four (4) weeks unpaid leave of absence for vacation purposes. Such four (4) weeks are to be taken in one (1) week blocks of time consisting of five (5) working days and two (2) days off. Part-time nurses shall be given preference for their vacation periods according to their accumulated tours and vacation schedules shall be posted annually by May 1st. Prior to leaving on vacation, nurses shall be notified, if possible, of the date and time on which to report to work following vacation.
- (b) For two weekends in each four week period. Availability would include shifts worked between 23:00 hours Friday to 07:00 hours Monday in compliance with the scheduling provisions covered by this collective agreement.
- (c) For at least six (6) holidays during the year, one of which shall be the Christmas or New Year's period as defined in Article 15.12.

The Corporation will distribute all part-time work as equitably as possible among part-time nurses. Call-in tours of duty will not count in determining equal distribution of work to part-time nurses.

### 16.04 Appointments from Part-time to Full-time Employment

In all cases of transfer to full-time, promotion or demotion within the bargaining unit all decisions shall be based on qualifications, performance, ability and experience and where such factors are relatively equal seniority shall be the determining factor. A part-time nurse who has completed the probationary period as provided under Article 16.02 and is selected for a full-time position as a general duty nurse, will not be required to serve a further probationary period. Provided however, where she has not completed the requisite number of tours, she shall be required to complete the probationary period in accordance with Article 16.02 unless otherwise mutually agreed.

Where a part-time general duty nurse is selected for a full-time Head Nurse's position, she will serve a probationary period of 180 calendar days from the date of her appointment as Head Nurse, provided however, this period may be reduced at the discretion of the Director of Care. If she is not confirmed in her appointment, she shall be returned to the list of part-time nurses and recognition will be given to her prior service.

### 16.05 Transfer of Classification

When a nurse transfers from full-time to part-time and vice versa, Article 8.03 shall apply to such transfers. Her service with the Corporation as a full-time

nurse shall be converted to tours from years when transferring to the part-time classifications and vice versa on the basis of 200 tours = 1 year of service.

#### 16.06 Service Lists

- (a) Lists for part-time nurses covered by this agreement, showing their accumulated tours or half tours, shall be posted at the Home by the Corporation twice a year by January 31<sup>st</sup> and August 31<sup>st</sup>.
- (b) Accumulated tours of a part-time nurse shall be retained, and shall continue to accumulate if the nurse is so entitled to under the Employment Standards Act, when she is absent from work under the following circumstances:
  - i) Approved leave of absence without pay (including pregnancy /parental and adoption leave);
  - ii) When in receipt of Workers' Compensation providing they maintain employee status with the Corporation.

#### 16.07 Layoff and Recall

Layoff of part-time nurses shall be separate and apart from the layoff of full-time nurses and shall be in reverse order of the total number of accumulated tours and recall shall be in the reverse order of layoff.

#### 16.08 Miscellaneous

- (a) Preference for time-off within the part-time nurses group will be allotted having regard to the nurses' accumulated number of tours posted yearly on January 31<sup>st</sup>. Where any difficulty arises in the scheduling of time off to accommodate both full-time and part-time personnel, full-time nurses will be given preference over part-time nurses.
- (b) The following provisions of this collective agreement shall not apply in any way to part-time nurses:

Articles: 7.01, 7.02, 7.03, 7.05, 8.02 and 8.03 (except in cases of transfers covered by Article 16.05), 12.02, 12.06, 12.07(a)(b), 13.01, 13.03, 14.01, 14.02, 14.03, 14.04, 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, and 15.08.

#### 16.09 Scheduling Regulations for Part-time Nurses

Notwithstanding Article 3.01(d) and Article 8.01(b), the following scheduling provisions shall apply to part-time nurses:

- (a) Tours of duty schedules shall be posted at least four (4) weeks in advance. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for change in posted time schedules must be submitted in writing one (1) week prior to the request, where possible, and co-signed by the nurse willing to exchange a scheduled tour of duty. Requests will be granted based upon operational requirements as determined by management. In any event, it is understood that such a tour of duty, initiated by the nurse and approved

by the Lodge shall not result in overtime compensation or payment. No change in the posted tour of duty schedules for part-time nurses may be initiated by the Employer without notice to the part-time nurse.

- (b) A part-time nurse shall not be scheduled to work more than six (6) consecutive shifts unless mutually agreed to by the nurse and the Employer. If the part-time nurse is scheduled to work in excess of six (6) consecutive shifts, she shall be paid time and one-half her regular straight time rate of pay for all shifts in excess of six (6).
- (c) There shall be a period of not less than sixteen (16) hours off between a change of shift unless mutually agreed otherwise. Split hours shall not be scheduled. Failure to comply with the above- noted conditions will result in the payment of time and one-half (1½) the nurse's regular straight time rate of pay for the following tour of duty worked.
- (d) A part-time nurse shall not be scheduled to work more than two (2) different shifts in any one (1) week unless the nurse agrees to do so.

The Corporation shall institute the practice of preferred shift selection for part-time nurses.

During the month of September in each calendar year all part-time nurses shall indicate in writing to the Lodge which shift they prefer to work. Should a conflict occur, seniority shall be the deciding factor. Such shift selection will remain in effect for the following calendar year. Notwithstanding the above, the Employer may schedule part-time nurses on other than their preferred shift.

IN WITNESS WHEREOF the said Corporation has hereunto affixed its Corporation Seal duly attested by its proper officers in that behalf, and the Association has hereunto affixed signatures by its proper officers in that behalf.

**DATED this 10th day of December, 2015.**

**FOR THE EMPLOYER:**

**“Valerie Critchley”** \_\_\_\_\_

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**FOR THE UNION:**

**“Margaret Marcotte”**  
**Labour Relations Officer**

**“Karen Boutilier”** \_\_\_\_\_

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**BY-LAW NUMBER 980**

(As amended – For amending By-laws see last page)

**BY-LAW TO ESTABLISH A PLAN OF SICK LEAVE CREDIT  
GRATUITIES FOR EMPLOYEES OF THE CORPORATION**

Passed the 1st day of April, 1952

WHEREAS it is deemed expedient to establish a plan of sick leave credit gratuities for the employees of The Corporation of the City of Windsor;

THEREFORE the Municipal Council of The Corporation of the City of Windsor enacts as follows:

1. In this by-law -

- (a) "Employee" means any salaried officer, clerk, workman, servant or other person in the employ of The Corporation of the City of Windsor, and unless otherwise provided herein, shall include a temporary employee who has been employed continuously on a full-time basis for not less than six (6) months, if such temporary employee has submitted a medical examination report satisfactory to the Corporation. (added B/L 2294) and notwithstanding the preceding, for the employees of Huron Lodge in Ontario Nurses' Association, Local 8, the term "employee" shall mean any salaried officer, clerk, worker, servant or other person in the permanent full-time employment of the Corporation.
- (b) "Month" shall mean a calendar month.
- (c) "Regular attendance" means for any month the attendance of an employee at his duties on the days during the hours for which his attendance is required during that month, according to the terms of his employment, subject to the provision that no credit shall be given to an employee in any month who, in that month, was absent from duty without leave, or who is absent for more than six (6) days for any reason other than vacation leave of absence or attendance, with the permission of Council, at any meeting or convention of any organization or association with which any Union which has a collective agreement with the Corporation is affiliated. (amended – B/L 1913)
- (d) "Sick leave certificate" means a certificate, Form "A" attached to and forming part of this by-law, verifying a claim for sick leave.
- (e) "Sick leave absence" means absence from regular attendance by sickness or other physical incapacity.
- (f) "Sick leave credit" means an allowance as provided by this by-law for sick leave absence with pay.
- (g) "Council" means the Council of The Corporation of the City of Windsor.

2.
  - (a) A plan of sick leave credit gratuities is hereby established for every employee and, subject to the control of Council, the conduct and management of the plan shall be vested in the Treasurer, or such other employee of the Corporation as the Council by resolution may designate, from time to time.
  - (b) The Treasurer shall perform all things necessary or incidental to the due carrying on of the sick leave credit gratuities plan, including the power to allow or disallow any sick leave credit or sick leave absence for any employee provided, however, that the disallowance by the Treasurer of any sick leave credit or sick leave absence shall be subject to appeal as hereinafter set forth.
  - (c) The Treasurer shall provide and keep a register in which all sick leave credit shall be recorded so that the register will show the net sick leave credit of every employee which remains after all his sick leave absences have been deducted from his accumulated sick leave credit.
3.
  - (a) Each employee shall be entitled, for every month of regular attendance, to a sick leave credit at the rate of not more than 1-1/2 days per month, and the sick leave credit of an employee shall be cumulative.
  - (aa) Each employee excepting those employees subject to The Police Act R.S.O. 1970 as amended, shall be entitled to accumulate sick leave credits after three (3) months of continuous service with the Corporation, provided that where the Collective Agreement provides for a probationary period of more than three (3) months, such sick leave credits shall not be available for the use of the employee until the employee has completed such probationary period or six (6) months, whichever is earlier, and thereafter the employee shall be credited with one and one-half (1½) days' sick leave credits retroactive to the first day of the calendar month following three (3) months of continuous service for each and every month thereafter. (Amended – B/L 6333).
  - (b) Where an employee has been employed for more than three years he may, subject to the approval of the City Manager, be allowed sick leave absence for not more than thirty days at any one time in excess of his accumulated sick leave credit, as recorded in the register, provided that, such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled. The decision of the City Manager disallowing an application for extension of sick leave absence as foresaid, may be appealed to the Council. This paragraph shall not apply to a temporary employee. (Amended – B/L 4053).
  - (bb) Employees subject to The Police Act R.S.O. 1970 as amended, shall be entitled to accumulate sick leave credits after three (3) months of continuous service with the Corporation. (Amended by B/L 6333).
  - (c) Where an employee is absent due to an accident and is in receipt of Workers' Compensation and the municipality makes up the twenty-five percent (25%) difference between such compensation allowance and his total salary or wage, his sick leave credit shall not be debited with one-quarter day for each such day's absence. (Amended by B/L 1913).
  - (d) Where an employee is absent due to attendance at a military hospital for observation, examination or treatment in connection with any disability sustained by such employee as a result of military service, and the Municipality makes up the difference between the employee's normal salary or wages for such period of

absence and any allowance or gratuity, other than for transportation and meals, received by the employee from the Department of Veterans Affairs while attending at such hospital, his sick leave credit, if any, shall be debited with the period of time determined by the ratio that the Municipality's supplemental payment bears to the employee's normal salary or wages for the period of absence. This paragraph shall not apply to a temporary employee. (B/L's 1165 & 2294).

- (e) If an employee is absent from work for any period of time during which he is entitled to receive sick leave payments or is awarded compensation under the Workers' Compensation Act, his normal accumulation of sick leave shall not be interrupted by reason for such absence. (added – B/L 4053).
  - (f) Where an employee is on layoff, he is entitled to receive sick leave payments, as provided for in this by-law, for a maximum of fifteen (15) weeks for the period of his illness, or until the total number of accumulated sick leave credits have been used, whichever occurs first, provided that the absence began more than two months prior to the layoff and that no notice of layoff had been given prior to the commencement of the absence, provided that during the period of illness, the employee shall provide the Corporation with a medical certificate issued by a medical practitioner, on a weekly basis, certifying continuing illness. (Amended B/L 6333).
  - (g) Where an illness or injury commenced prior to a strike or lockout, an employee is entitled to receive sick leave payments as provided for in this by-law for the period of his illness or injury for a maximum of fifteen (15) weeks or until the total number of accumulated sick leave credits have been used, whichever occurs first, provided that during the period of sickness or injury an employee shall be required to provide the Corporation with a medical certificate issued by a medical practitioner, on a weekly basis, certifying continuing illness or injury. (Amended B/L 6333).
  - (h) Notwithstanding any other provision of this by-law or the collective agreement between these parties, for the employees of Huron Lodge in Ontario Nurses' Association, Local 8, those employees shall not be paid for the first full day of any sick leave absence after the employee has had four (4) periods of absence in the calendar year.
  - (i) Notwithstanding the preceding, for the employees of Huron Lodge in Ontario Nurses' Association, Local 8, these employees shall not have the benefit of subsections 3(bb) or 3(d) and further that the words "Twenty-five percent (25%)" in subsection 3(c) shall be deleted and "ten percent (10%)" substituted therefore.
4. (a) An employee shall report his illness to his immediate superior during the first day on which such employee is absent from his work, and within two hours of the time at which he would normally commence his duties.
- (b) Upon the return to work of an employee or during his absence if requested, the sick leave certificate, as set out in Form "A" which forms part of this by-law must be filed with the Treasurer, and where the absence has been in excess of three (3) days at one time the physician's portion of the certificate must also be completed as soon as practicable.
- (i) Notwithstanding the preceding, for employees of Huron Lodge in Ontario Nurses' Association, Local 8, upon the return to work of an employee or



during her absence, if requested, the sick leave certificate as set out in Form "A" which forms part of this by-law, must be filed with the Commissioner of Finance and where the absence has been in excess of three (3) days at any one time, the physician's portion of the certificate must also be completed.

- (c) The sick leave certificate, supported by a physician's certificate or other satisfactory evidence of illness, shall be required if requested by the City Treasurer. (By-Law 2030).
  - (d) An employee absent for more than one month shall furnish immediately following such period, and each subsequent month, a certificate from his personal physician covering the nature of the illness, latest date of attendance and the probable date on which the employee will return to duty.
    - (i) Notwithstanding the preceding, for employees of Huron Lodge in Ontario Nurses' Association, Local 8, the nurse may choose her personal physician for all examinations unless the Corporation has a specific objection to the physician selected. Where a specific objection is raised, the Association and the Corporation shall meet to discuss the specific objection and if warranted, the nurse shall choose another physician for the required examination.
- 5.
- (a) Whenever the Treasurer disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regard to such employee's sick leave credit, in accordance with the terms of this by-law, such employee may appeal against the decision or action of the Treasurer by filing with the City Manager a written notice of appeal within seven (7) days of the date of mailing or delivery to him of notice of the decision or action of the Treasurer. (B/L 3501).
  - (b) The City Manager shall be and is hereby empowered to hear such appeal and the City Manager, upon notice to all interested parties, may fix the time and place of the hearing of such appeal and may adopt such rules of procedure and practice as he in his sole discretion may determine. (B/L 3501).
    - (i) Notwithstanding the preceding, for the employees of Huron Lodge in Ontario Nurses' Association, Local 8, the Chief Administrative Officer or designate shall be and is hereby empowered to hear such appeals and the Chief Administrative Officer or designate, upon notice to all interested parties, may fix the time and place of the hearing of such Appeal and may adopt such rules of procedure and practice as he, in his sole discretion, may determine.
  - (c) All notices of hearing of any such appeal shall be mailed or delivered to all parties concerned, not less than three (3) days prior to the date set by the City Manager for hearing any such appeal.
  - (d) The decision of the City Manager in respect to any such appeal shall be reported to the Treasurer, and the Treasurer shall record the decision of the City Manager in the Register, and act upon it. (By-Law 2030) (Amended by By-Law 2007).
6. The Treasurer shall report monthly to the Chief Administrative Officer or designate of the said Corporation all sick leave absences. (By-Law 2030).

7.
  - (a) Where an employee has heretofore accumulated sick leave credits under any plan established by the Corporation, the employee shall be entitled to credits equal in number of the sick leave credits so accumulated, in addition to any credits to which he may become entitled under the provisions of this by-law. (Amended B/L 4053).
  - (b) Upon the application of an employee who immediately prior to his employment by the Corporation was employed by another municipality or local board which has established a sick leave plan under the Municipal Act or any other general or special Act, the total sick leave credits standing to the credit of such employee in the plan of such municipality or local board shall be placed to the credit of such employee in the plan of the Corporation, provided that, such total credits shall not exceed the amount of the credits which could have been earned by such employee under the plan or the Corporation for the same term of employment. (B/L 4578).
  - (c) Notwithstanding the above, for the employees of Huron Lodge being members of Ontario Nurses' Association, Local 8, the above two clauses, 7(a) and 7(b) shall not be applicable to such employees.
8.
  - (a) Subject to Section 9 hereof, when an employee, having more than five (5) years' service, ceases to be employed by the Municipality, or when an employee having less than five (5) years' service dies, there shall be paid to him or his personal representatives as the case may be, or failing a personal representative, to such other person as the Council may determine, an amount computed on the basis of his pay at the date of his cessation of employment with the Municipality, for a period equal to fifty per cent (50%) of the value of his credits or fraction thereof, but the amount shall not exceed six (6) months' pay, and any such employee shall be entitled to be paid such amount in a lump sum, or in regular, consecutive monthly payments of not less than Fifty Dollars (\$50.00), and the balance remaining at any given time after all previous payments have been deducted shall be paid to the employee upon his request. This section shall not apply to a temporary employee. Interest at a rate of one per cent below the average prime lending rate charged by the chartered banks in the preceding calendar year shall be paid upon the monthly balance of sick-leave credits left on deposit with the Corporation from time to time, and such interest shall be payable annually not later than January 15th in each year with the final payment thereof to be made within thirty (30) days after the final withdrawal of such credits. (Amended by B/L 1437, 2294, 4053 and 4959).
  - (b) Notwithstanding the above, for the employees of Huron Lodge being members of Ontario Nurses' Association, Local 8, Section 8(a) shall also apply to the said employees, except that after the word "hereof" in the first line of Section 8(a) the words, "and Article 14.05 of the Collective Agreement" shall be added.
9. Any employee discharged by Council for cause shall lose or forfeit all benefits under this by-law.
10. By-Law Number 960, passed the fifth day of February, 1952, is hereby repealed.

11. This by-law shall come into force and take effect on the day of the final passing thereof.

(David Burr)  
MAYOR

(Tom Lynd)  
CITY CLERK

First reading – February 15, 1988  
Second reading – February 15, 1988  
Third reading – February 15, 1988

As amended by:

By-Law 1074 – July 7, 1953  
By-Law 1165 – April 21, 1954  
By-Law 1437 – March 2, 1956  
By-Law 1913 – November 17, 1958  
By-Law 2007 – June 15, 1959  
By-Law 2030 – September 14, 1959  
By-Law 2294 – July 10, 1961  
By-Law 3501 – September 3, 1968  
By-Law 4053 – March 8, 1971  
By-Law 4578 – May 22, 1973  
By-Law 9296 – February 15, 1988

**BY-LAW NUMBER 9296****A BY-LAW TO FURTHER AMEND BY-LAW NUMBER 980 BEING  
A BY-LAW TO ESTABLISH A PLAN OF SICK LEAVE CREDIT  
GRATUITIES FOR EMPLOYEES OF THE CORPORATION**

Passed the 15th day of February, 1988.

WHEREAS it is deemed expedient to further amend By-Law Number 980;

THEREFORE the Council of the Corporation of the City of Windsor enacts as follows:

1. That clause a of Section 1 of By-Law Number 980 is hereby amended by adding at the end thereof:

"and notwithstanding the preceding, for the employees of Huron Lodge in Ontario Nurses' Association, Local 8, the term "employee" shall mean any salaried officer, clerk, worker, servant or other person in the permanent full time employment of the Corporation."

2. That Section 3 of By-Law Number 980 is amended by adding the following clause:

"(h) Notwithstanding any other provision of this by-law or the collective agreement between these parties, for the employees of Huron Lodge in Ontario Nurses' Association, Local 8, those employees shall not be paid for the first full day of any sick leave absence after the employee has had four (4) periods of absence in any calendar year."

3. That Section 3 of By-Law Number 980 is amended by adding the following clause:

"(i) Notwithstanding the preceding, for the employees of Huron Lodge in Ontario Nurses' Association, Local 8, these employees shall not have the benefit of subsections 3(bb) or 3(d) and further that the words "twenty-five percent (25%)" in subsection 3(c) shall be deleted and "ten percent (10%)" substituted therefor."

4. That clause b of Section 4 of By-Law Number 980 is amended by adding thereto the following subclause (i):

"(b)(i) Notwithstanding the preceding, for employees of Huron Lodge in Ontario Nurses' Association, Local 8, upon the return to work of an employee or during her absence, if requested, the sick leave certificate as set out in Form A which forms part of this by-law, must be filed with the Commissioner of Finance and where the absence has been in excess of three (3) days at any one time, the physician's portion of the certificate must also be completed."

5. That clause d of Section 4 of By-Law Number 980 is amended by adding thereto the following subclause (i):

"(d)(i) Notwithstanding the preceding, for employees of Huron Lodge in Ontario Nurses' Association, Local 8, the nurse may choose her personal physician for all examinations unless the Corporation has a specific objection to the physician selected. Where a specific objection is raised, the Association and the Corporation shall meet to discuss the specific objection and if warranted, the nurse shall choose another physician for the required examination."

6. That clause b of Section 5 of By-Law Number 980 is amended by adding thereto the following subclause (i):

"(b)(i) Notwithstanding the preceding, for the employees of Huron Lodge in Ontario Nurses' Association, Local 8, the Chief Administrative Officer or designate shall be and is hereby empowered to hear such appeals and the Chief Administrative Officer or designate, upon notice to all interested parties, may fix the time and place of the hearing of such Appeal and may adopt such rules of procedure and practice as he, in his sole discretion, may determine."
7. That Section 7 of By-Law Number 980 is amended by adding thereto the following clause:

"(c) Notwithstanding the above, for the employees of Huron Lodge being members of Ontario Nurses' Association, Local 8, the above two clauses, 7(a) and 7(b) shall not be applicable to such employees."
8. That Section 8 of By-Law Number 980 is renumbered as clause (a) of Section 8.
9. That Section 8 of By-Law Number 980; is amended by adding the following clause thereto:

"(b) Notwithstanding the above, for the employees of Huron Lodge being members of Ontario Nurses' Association, Local 8, Section 8(a) shall also apply to the said employees, except that after the word "hereof" in the first line of Section 8(a) the words, "and Article 14.05 of the Collective Agreement" shall be added."
10. This By-Law shall come into force and take effect on the day of the final passing thereof.

(D.A. BURR)  
MAYOR

(THOMAS LYND)  
CITY CLERK

First Reading – February 15, 1988  
Second Reading – February 15, 1988  
Third Reading – February 15, 1988

**AMENDMENTS TO BY-LAW 980**  
THAT WILL BE INCORPORATED INTO THE COLLECTIVE AGREEMENT  
BY COUNCIL AMENDING THE SAID BY-LAW

Section 1 (e) shall now read:

1. (e) "Sick leave absence" means absence from regular attendance by sickness or other physical or mental incapacity.

Section 4 (b)(i) shall now read:

4. (b) "Upon the return to work of an employee or during his absence if requested, the sick leave certificate, as set out in Form "A" which forms part of this by-law must be filed with the Commissioner of Finance, and where the absence has been in excess of three (3) days at one time the physician's portion of the certificate must also be completed as soon as practicable."

- (i) Notwithstanding the preceding, for employees of Huron Lodge in Ontario Nurses' Association, Local 8, upon the return to work of an employee or during her absence, if requested, the sick leave certificate as set out in Form "A" which forms part of this by-law, must be filed with the Commissioner of Finance and where the absence has been in excess of three (3) days at any one time, the physician's portion of the certificate must also be completed.

Failure on the part of the nurse to complete the sick leave certificate as set out in Form "A" of By-Law 980 shall not per se result in the nurse being deemed to be absent without leave.

THE CORPORATION OF THE  
CITY OF WINDSOR

ONTARIO NURSES' ASSOCIATION

(Michael Hurst)  
MAYOR

(Joan Plancke)  
PRESIDENT

(Thomas Lynd)  
CITY CLERK

(Jeanne Piche)  
SECRETARY

(Catherine Iles-Peck)  
EMPLOYMENT RELATIONS OFFICER

**AMENDMENTS TO BY-LAW 980**  
**THAT WILL BE INCORPORATED INTO THE COLLECTIVE AGREEMENT**  
**BY COUNCIL AMENDING THE SAID BY-LAW**

2. (a) A plan of sick leave credit gratuities is hereby established for every employee and, subject to the control of Council, the conduct and management of the plan shall be vested in the Executive Director of Human Resources or designate, or such other employee of the Corporation as the Council by resolution may designate, from time to time.
- (b) The Executive Director of Human Resources or designate shall perform all things necessary or incidental to the due carrying on of the sick leave credit gratuities plan, including the power to allow or disallow any sick leave credit or sick leave absence for any employee provided, however, that the disallowance by the Executive Director of Human Resources or designate of any sick leave credit or sick leave absence shall be subject to appeal as hereinafter set forth.
- (c) The Executive Director of Human Resources or designate shall provide and keep a register in which all sick leave credit shall be recorded so that the register will show the net sick leave credit of every employee which remains after all his sick leave absences have been deducted from his accumulated sick leave credit.
3. (b) Where an employee has been employed for more than three years he may, subject to the approval of the Chief Administrative Officer or designate, be allowed sick leave absence for not more than thirty days at any one time in excess of his accumulated sick leave credit, as recorded in the register, provided that, such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled. The decision of the Chief Administrative Officer or designate disallowing an application for extension of sick leave absence as foresaid, may be appealed to the Council. This paragraph shall not apply to a temporary employee. (Amended – B/L 4053).
4. (b) Effective January 1, 2001, upon the return to work of an employee or during his absence if requested, the sick leave certificate, as set out in Form "A" which forms part of this by-law must be filed with the Executive Director of Human Resources or designate, and where the absence has been in excess of three (3) days at one time the physician's portion of the certificate must also be completed as soon as practicable.
  - (i) Notwithstanding the preceding, for employees of Huron Lodge in Ontario Nurses' Association, Local 8, upon the return to work of an employee or during her absence, if requested, the sick leave certificate as set out in Form "A" which forms part of this by-law, must be filed with the Executive Director of Human Resources or designate and where the absence has been in excess of three (3) days at any one time, the physician's portion of the certificate must also be completed.

Failure on the part of the nurse to complete the sick leave certificate as set out in Form "A" of By-Law 980 shall not per se result in the nurse being deemed to be absent without leave.
- (c) The sick leave certificate, supported by a physician's certificate or other satisfactory evidence of illness, shall be required if requested by the Executive Director of Human Resources or designate. (By-Law 2030).

5.
  - (a) Effective January 1, 2001, whenever the Executive Director of Human Resources or designate disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regard to such employee's sick leave credit, in accordance with the terms of this by-law, such employee may appeal against the decision or action of the Executive Director of Human Resources or designate by filing with the Chief Administrative Officer or designate a written notice of appeal within seven (7) days of the date of mailing or delivery to him of notice of the decision or action of the Executive Director of Human Resources or designate. (B/L 3501).
  - (b) The Chief Administrative Officer or designate shall be and is hereby empowered to hear such appeal and the Chief Administrative Officer or designate, upon notice to all interested parties, may fix the time and place of the hearing of such appeal and may adopt such rules of procedure and practice as he in his sole discretion may determine. (B/L 3501).
    - (i) Notwithstanding the preceding, for the employees of Huron Lodge in Ontario Nurses' Association, Local 8, the Chief Administrative Officer or designate shall be and is hereby empowered to hear such appeals and the Chief Administrative Officer or designate, upon notice to all interested parties, may fix the time and place of the hearing of such Appeal and may adopt such rules of procedure and practice as he, in his sole discretion, may determine.
  - (c) All notices of hearing of any such appeal shall be mailed or delivered to all parties concerned, not less than three (3) days prior to the date set by the Chief Administrative Officer or designate for hearing any such appeal.
  - (d) Effective January 1, 2001, the decision of the Chief Administrative Officer or designate in respect to any such appeal shall be reported to the Executive Director of Human Resources or designate, and the Executive Director of Human Resources or designate shall record the decision of the Chief Administrative Officer or designate in the Register, and act upon it. (By-Law 2030) (Amended by By-Law 2007).
6. Effective January 1, 2001, the Executive Director of Human Resources or designate shall report monthly to the Chief Administrative Officer or designate of the said Corporation all sick leave absences. (By-Law 2030).



**AMENDMENTS TO BY-LAW 980**  
**THAT WILL BE INCORPORATED INTO THE COLLECTIVE AGREEMENT**  
**BY COUNCIL AMENDING THE SAID BY-LAW**

Section 3 (a) shall now read:

3. (a) Each employee shall be entitled, for every month of regular attendance, to a sick leave credit at the rate of not more than 1 1/2 days per month, and the sick leave credit of an employee shall be cumulative.

Effective March 31, 2014, the sick leave credits of each eligible employee shall be capped at a maximum of one hundred and fifty (150) days. Those employees with 150 days or more on March 31, 2014 shall retain their accumulated sick leave over the 150 day cap and shall not accumulate 1 1/2 days per month until such time as their credits are 149 or less. After which the employee shall accumulate 1 1/2 days per month to a maximum of 150 sick leave days.

Section 3 (aa) shall now read:

3. (aa) Each employee excepting those employees subject to The Police Act R.S.O. 1970 as amended, shall be entitled to accumulate sick leave credits after three (3) months of continuous service with the Corporation, provided that where the Collective Agreement provides for a probationary period of more than three (3) months, such sick leave credits shall not be available for the use of the employee until the employee has completed such probationary period or six (6) months, whichever is earlier, and thereafter the employee shall be credited with one and one-half (1½) days' sick leave credits retroactive to the first day of the calendar month following three (3) months of continuous service for each and every month thereafter. (Amended – B/L 6333).

Effective March 31, 2014, the sick leave credits of each eligible employee shall be capped at a maximum of one hundred and fifty (150) days. Those employees with 150 days or more on March 31, 2014 shall retain their accumulated sick leave over the 150 day cap and shall not accumulate 1 1/2 days per month until such time as their credits are 149 or less. After which the employee shall accumulate 1 1/2 days per month to a maximum of 150 sick leave days.

THE CORPORATION OF THE  
CITY OF WINDSOR

(Drew Dilkens)  
MAYOR

(Valerie Critchley)  
CITY CLERK

ONTARIO NURSES' ASSOCIATION

(Karen Boutilier)  
PRESIDENT

(Margaret Marcotte)  
LABOUR RELATIONS OFFICER

**LETTER OF UNDERSTANDING**

B E T W E E N:

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

A N D:

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

**RE: PRE-PAID LEAVE**

---

It is mutually agreed that a designated Committee will investigate the Pre-paid Leave Plan as per our recent negotiations. It was agreed to initiate discussion based on Pre-paid leave language noted in the Central Hospital Collective Agreement.

It is mutually agreed to investigate methods of payment for administrative fees including money from accrued interest under the Plan.

Dated this 10<sup>th</sup> day of December, 2015.

THE CORPORATION OF THE  
CITY OF WINDSOR

ONTARIO NURSES' ASSOCIATION

**"Signed"**  
\_\_\_\_\_  
Chief Administrative Officer President,

**"Karen Boutilier"**  
\_\_\_\_\_  
Ontario Nurses' Association

**"Signed"**  
\_\_\_\_\_  
City Clerk & License Commissioner

**"Margaret Marcotte"**  
\_\_\_\_\_  
Labour Relations Officer, ONA

**"Signed"**  
\_\_\_\_\_  
Manager of Employee Relations

DATE: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

B E T W E E N:

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

A N D:

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

**RE: SCHEDULING**

---

There is mutual recognition of the need for progressive and innovative approaches to scheduling. This is necessary for the purposes of meeting the needs of today's R.N.'s, to attract adequate numbers and to avoid shortages while meeting the ongoing needs of the Employer.

For the terms of this Agreement that the Corporation and the Association have the freedom to develop mutually agreeable flexible and varying schedules applicable to individuals or groups, without the need for protracted negotiations. Examples of this follow: flex hours, job sharing, self-scheduling and shift sharing.

Dated this 10<sup>th</sup> day of December, 2015.

THE CORPORATION OF THE  
CITY OF WINDSOR

ONTARIO NURSES' ASSOCIATION

**"Signed"**  
\_\_\_\_\_  
Chief Administrative Officer President,

**"Karen Boutilier"**  
\_\_\_\_\_  
Ontario Nurses' Association

**"Signed"**  
\_\_\_\_\_  
City Clerk & License Commissioner

**"Margaret Marcotte"**  
\_\_\_\_\_  
Labour Relations Officer, ONA

**"Signed"**  
\_\_\_\_\_  
Manager of Employee Relations

DATE: \_\_\_\_\_

**LETTER OF UNDERSTANDING  
FOR THE ASSESSMENT COMMITTEE**

B E T W E E N:

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

A N D:

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

WHEREAS Article 4.01 (b) of the Collective Agreement between the Parties requires the selection of a panel of four (4) independent Registered Nurses to serve as Chairpersons to the Assessment Committee, the undersigned Parties hereby agree that the Chairpersons shall be:

- |   |   |
|---|---|
| <p>1. Ms. Jayne Harvey, RN<br/>FCS International<br/>158 Casimir St., Suite 200<br/>Port Perry, Ontario<br/>L9L 1B7</p> | <p>3. Ms. Shannon Staley<br/>Registered Nurse<br/>Gerontology Certified Nurse<br/>Haliburton Highlands Health Services<br/>P.O.Box 191<br/>180 Pine St.,<br/>Bracebridge, Ontario<br/>P1L 1T6</p> |
| <p>2. Dr. Anitta Robertson<br/>Associate Nurse<br/>198 Corner Ridge Road<br/>Aurora, Ontario<br/>L4G 6L5</p>            | <p>4. Dr. Christine Thrasher<br/>Associate Professor, Nursing<br/>University of Windsor<br/>Windsor, Ontario<br/>N9B 3P4</p>  |

The Chairpersons shall be appointed on a rotational basis so that the appointee will be the top name on the list not previously assigned.

Dated this 10<sup>th</sup> day of December, 2015.

FOR THE CORPORATION:

FOR THE ASSOCIATION:

**"Signed"**  
\_\_\_\_\_  
Executive Director of Long Term Care/  
Administrator of Huron Lodge

**"Karen Boutilier"**  
\_\_\_\_\_  
Bargaining Unit President, ONA

**"Signed"**  
\_\_\_\_\_  
Executive Director of Human Resources

**"Margaret Marcotte"**  
\_\_\_\_\_  
Labour Relations Officer, ONA

**LETTER OF AGREEMENT**

B E T W E E N:

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

A N D:

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

**RE: PART-TIME NURSES – AVAILABILITY FOR WORK**

---

The parties agree that notwithstanding Article 16.03 (b), the Lodge may ask part-time Nurses in January and July of each year whether they are willing to be available to be scheduled to work three (3) week-ends in a four (4) week period.

Should an individual Nurse agree, such agreement shall be committed into writing indicating the period of time she is willing to make the added commitment, signed by the Nurse, and a copy will be provided to the Bargaining Unit President.

Dated this 10<sup>th</sup> day of December, 2015.

FOR THE CORPORATION:

FOR THE ASSOCIATION:

**"Signed"**  
\_\_\_\_\_  
Executive Director of Long Term Care/

**"Karen Boutilier"**  
\_\_\_\_\_  
Bargaining Unit President, ONA

**"Signed"**  
\_\_\_\_\_  
Executive Director of Human Resources

**"Margaret Marcotte"**  
\_\_\_\_\_  
Labour Relations Officer, ONA

**LETTER OF UNDERSTANDING**

B E T W E E N:

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

A N D:

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

**RE: ARTICLE 13.03 – SCHEDULING REGULATIONS; ARTICLE 16.09 SCHEDULING  
REGULATIONS FOR PART-TIME NURSES**

---

The Corporation agrees to have discussions outside of bargaining regarding the Union's proposals on these issues and if these discussions bring about an agreement, a Memorandum of Agreement can be entered into on a trial basis

DATED this 10th day of December, 2015.

FOR THE EMPLOYER:

**"Signed"** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

**"Karen Boutilier"** \_\_\_\_\_  
Bargaining Unit President, ONA  
  
**"Margaret Marcotte"** \_\_\_\_\_  
Labour Relations Officer, ONA  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

B E T W E E N:

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

A N D:

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

**RE: LUMP SUM PAYMENT**

A lump sum payment is payable to all employees based on the employment status (i.e. Full-time, Regular Part-time or Casual) as of April 1, 2011. Payment is to be made on or before July 15, 2011. The payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.) The payment is subject to statutory deductions and is to be paid on a separate cheque/deposit.

Current step on the wage grid as of April 1, 2011	Full-Time Lump Sum	Regular Part-Time and Casual Part-Time Lump Sum (to a maximum of the full-time entitlement) The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation. Nurses on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leaves.
Level 1	\$565	\$0.29 per hour paid for the period April 1, 2010 to March 31, 2011
2	\$584	\$0.30 per hour paid for the period April 1, 2010 to March 31, 2011
3	\$603	\$0.31 per hour paid for the period April 1, 2010 to March 31, 2011
4	\$624	\$0.32 per hour paid for the period April 1, 2010 to March 31, 2011
5	\$644	\$0.33 per hour paid for the period April 1, 2010 to March 31, 2011
6	\$683	\$0.35 per hour paid for the period April 1, 2010 to March 31, 2011
7	\$722	\$0.37 per hour paid for the period April 1, 2010 to March 31, 2011
8	\$935	\$0.48 per hour paid for the period April 1, 2010 to March 31, 2011
9	\$1130	\$0.58 per hour paid for the period April 1, 2010 to March 31, 2011
25 years	\$1306	\$0.67 per hour paid for the period April 1, 2010 to March 31, 2011

NOTE: For classification with fewer steps than the Registered Nurse Classification grid, comparable service will be recognized as though there were an identical number of steps in the salary grid, as set out in the following example:

NOTE: For job classification with additional steps between the 8 year and 25 year rates on the Registered Nurse Classification grid, employees at such additional steps will receive the 8 year lump sum payment.

In addition, a lump sum payment is payable to all employees based on the employment status (i.e. Full-time, Regular Part-time or Casual) as of April 1, 2012. Payment is to be made on or before May 17, 2012. The payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.) The payment is subject to statutory deductions and is to be paid on a separate cheque/deposit.

Current step on the wage grid as of April 1, 2012	Full-Time Lump Sum	Regular Part-Time and Casual Part-Time Lump Sum (to a maximum of the full-time entitlement) The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation. Nurses on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leaves.
Level 1	\$565	\$0.29 per hour paid for the period April 1, 2011 to March 31, 2012
2	\$584	\$0.30 per hour paid for the period April 1, 2011 to March 31, 2012
3	\$603	\$0.31 per hour paid for the period April 1, 2011 to March 31, 2012
4	\$624	\$0.32 per hour paid for the period April 1, 2011 to March 31, 2012
5	\$644	\$0.33 per hour paid for the period April 1, 2011 to March 31, 2012
6	\$683	\$0.35 per hour paid for the period April 1, 2011 to March 31, 2012
7	\$722	\$0.37 per hour paid for the period April 1, 2011 to March 31, 2012
8	\$935	\$0.48 per hour paid for the period April 1, 2011 to March 31, 2012
9	\$1130	\$0.58 per hour paid for the period April 1, 2011 to March 31, 2012
25 years	\$1306	\$0.67 per hour paid for the period April 1, 2011 to March 31, 2012



NOTE: For classification with fewer steps than the Registered Nurse Classification grid, comparable service will be recognized as though there were an identical number of steps in the salary grid, as set out in the following example:

DATED this 10<sup>th</sup> day of December, 2015.

FOR THE EMPLOYER:

**“Signed”** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION:

**“Margaret Marcotte”** \_\_\_\_\_  
Labour Relations Officer

**“Karen Boutilier”** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

BETWEEN

THE CORPORATION OF THE CITY OF WINDSOR  
(Hereinafter referred to as the "Corporation")

AND

LOCAL 8, ONTARIO NURSES' ASSOCIATION  
(Hereinafter referred to as the "Association")

**RE: PART-TME NURSES WITH TEMPORARY CERTIFICATE OF REGISTRATION**

---

As a result of discussions between the Parties, the Corporation may hire Part-Time Nurses with a Temporary Certificate of Registration as follows:

1.     a)     The successful candidate shall provide proof satisfactory to the Corporation of a Temporary Certificate of Registration with the College of Nurses, after which they shall be paid at level one (1) in the ONA Salary Schedule.
- b)     Increments will be granted automatically to Part-Time Nurses on the basis of one increment on the completion of 200 tours worked from the effective date of obtaining Step 1 of the ONA Salary Schedule.
- c)     The Administrator of Huron Lodge shall be responsible to notify the Executive Director of Human Resources of the salary progression substantiated with a copy of the passing grade documentation and/or a Certificate of Registration.
2.     If the Nurse with a Temporary Certificate of Registration fails to provide satisfactory proof to the Corporation of a Certificate of Registration and/or has not achieved a passing grade within one (1) year of their date of hire, they shall be terminated without recourse to grievance or arbitration.
3.     This agreement is done without prejudice or precedent.

Dated this 10<sup>th</sup> day of December, 2015.

FOR THE CORPORATION:

FOR THE ASSOCIATION:

**"Signed"**  
\_\_\_\_\_  
Executive Director of Long Term Care/  
Administrator of Huron Lodge

**"Karen Boutilier"**  
\_\_\_\_\_  
Bargaining Unit President, ONA

**"Signed"**  
\_\_\_\_\_  
Executive Director of Human Resources

**"Margaret Marcotte"**  
\_\_\_\_\_  
Labour Relations Officer, ONA

Schedule C

**LETTER OF UNDERSTANDING**

B E T W E E N:

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

A N D:

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

- 
1. The parties shall engage in meaningful discussions respecting staffing requirements as it relates to resident care and depending on exigencies of service. The Employer acknowledges that in these discussions the Union may raise the Pricewaterhouse-Coopers benchmarks in these.
  2. For the duration of the operation of the collective agreement which expires on March 31, **2014** the Employer will maintain the ONA staffing complement which was in effect on December 1<sup>st</sup>, 2004.
  3. The assignment of patient care duties, including the delegation or direction of duties, by members of the bargaining unit, of other health care providers, shall be in accordance with the applicable Acts and Regulations and in accordance with the guidelines established by the Employer and other relevant governing bodies.

Dated this 10th day of December, 2015

FOR THE CORPORATION:

FOR THE ASSOCIATION:

**"Signed"**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**"Karen Boutilier"**  
 \_\_\_\_\_  
 Bargaining Unit President, ONA

**"Margaret Marcotte"**  
 \_\_\_\_\_  
 Labour Relations Officer, ONA

\_\_\_\_\_

\_\_\_\_\_

## Schedule D

### Listing of Regular Full Time Employees Eligible for Post Retirement Benefits

Dept ID	Last Name	First Name	ID	Job Code	Description	Union Date	Rehire Date	Payroll Status As of 11-02-2010	Employee Class as of 11-02-2010
57400	Banwell	Helen	10782	ONA002	Registered Nurse	21/10/2003	03/02/2000	Leave With Pay	RFT
57400	Boutilier	Karen	2256	ONA001	Staff Development Coordinator	15/07/2000	14/12/1998	Active	RFT
57400	Carter	Diane	11873	ONA002	Registered Nurse	01/10/2001	25/06/2001	Active	RFT
57400	Coccimiglio	Janice	9200	ONA002	Registered Nurse	01/07/2001	18/06/1990	Active	RFT
57400	Diniro	Jo-Ann	2841	ONA002	Registered Nurse	27/06/1988	22/02/1988	Active	RFT
57400	Dudok	Anna	5666	ONA002	Registered Nurse	01/07/2001	04/09/1990	Active	RFT
57400	King-Poulton	Arlene	9291	ONA002	Registered Nurse	01/07/2001	25/09/1995	Active	RFT
57400	Paulic-Giguere	Mary	14519	ONA002	Registered Nurse		08/05/2006	Active	RPT
57400	Piche	Jeanne	7852	ONA002	Registered Nurse	07/08/1984	14/04/1983	Leave With Pay	RFT
57400	Pillar	Maria	14500	ONA002	Registered Nurse		08/05/2006	Active	RPT
57400	Pristoleanu	Aurelia	12601	ONA002	Registered Nurse	16/09/2004	24/09/2002	Active	RFT
57400	Shuliak-Wills	Lynne	0094	ONA002	Registered Nurse	01/07/2001	30/11/1997	Active	RFT
57400	Stephens	Anne	3357	ONA002	Registered Nurse	05/11/1989	09/07/1987	Active	RFT
57400	Vujic	Aleksandra	13156	ONA002	Registered Nurse		14/10/2003	Active	RFT
57400	Watson	Gail	8642	ONA002	Registered Nurse	01/07/2001	30/01/1995	Active	RFT
57400	Wentoniuk	Kristy	13318	ONA002	Registered Nurse		13/01/2004	Active	RPT
57400	Yang	Ling	13130	ONA002	Registered Nurse	23/08/2009	23/09/2003	Active	RFT

## Schedule E

### Listing of Part Time Employees Eligible for Post Retirement Benefits

Dept ID	Last Name	First Name	ID	Job Code	Description	Union Date	Rehire Date	Payroll Status As of 11-02-2010	Employee Class as of 11-02-2010
57400	Dragowski	Peter	16216	ONA002	Registered Nurse		13/10/2009	Active	RPT
57400	Dukanac	Olivera	15369	ONA002	Registered Nurse		29/10/2007	Active	RPT
57400	Leduc	Christopher	16218	ONA002	Registered Nurse		28/09/2009	Active	RPT
57400	Murchison	Marie	1917	ONA002	Registered Nurse		16/07/1998	Active	RPT
57400	Nenadovich	Mary	15491	ONA002	Registered Nurse		21/04/2008	Active	RPT
57400	Oneschuk	Heather	16050	ONA002	Registered Nurse		25/05/2009	Active	RPT
57400	Pappini	Patricia	13339	ONA002	Registered Nurse		27/01/2004	Active	RPT
57400	Thompson	Shelby	10965	ONA002	Registered Nurse		23/09/2009	Active	RPT
57400	Vellios	Nora	11811	ONA002	Registered Nurse		05/06/2001	Active	RPT