

SOURCE	C/2/20		
EFF.	3/2	01	01
TERM.	87	12	31
No. OF EMPLOYEES	15		
NOMBRE D'EMPLOYÉS	15		

A G R E E M E N T

BETWEEN

T H E C O R P O R A T I O N O F
T H E C I T Y O F T H U N D E R B A Y

AND

O N T A R I O N U R S E S ' A S S O C I A T I O N

FROM: JANUARY 1, 1986

TO: DECEMBER 31, 1987

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C O L L E C T I V E A G R E E M E N T

BETWEEN

THE CORPORATION OF THE CITY OF THUNDER BAY
hereinafter referred to as the "Corporation"
OF THE FIRST PART

- and -

ONTARIO NURSES' ASSOCIATION
hereinafter referred to as the "Association"
OF THE SECOND PART

ARTICLE I - RECOGNITION

1.01 The Corporation recognizes the Association as the bargaining agent of all registered and graduate nurses employed by the Corporation of the City of Thunder Bay in its Homes for the Aged, save and except Nursing Services Co-ordinator, Educational Services Co-ordinator, Nursing Services Supervisor, and persons above the rank of Nursing Services Supervisor.

ARTICLE II - INTERPRETATION

2.01 For the purposes of interpretation of this Agreement, the feminine gender shall mean and include the masculine gender and similarly the singular shall include the plural and vice versa as applicable,

Article II - Interpretation Cont'd

- 2.02 "Registered Nurse" is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act, 1974, and any amendments thereto. A Registered Nurse is required to present to the Nursing Services Co-ordinator by February 15 of each year her current registration certificate or proof of payment of registration fee.
- 2.03 "Graduate Nurse" is defined as a nurse with registration incomplete who is a graduate of a program acceptable to The College of Nurses of Ontario and who is in the process of being registered by The College of Nurses of Ontario.
- 2.04 "Nurse" shall mean both registered nurse and graduate nurse unless indicated otherwise.
- 2.05 "Tour" is synonymous with the word "shift".
- 2.06 "Administrator" shall mean the Administrator of the City of Thunder Bay Homes for the Aged.
- 2.07 "Arbitration Board" shall include a single arbitrator selected by the Employer and the Association.
- 2.08 "Full-time Nurse" shall include those nurses who customarily work an average of five (5) tours per week.
- 2.09 "Regular Part-time Nurse" shall include those nurses who have made a commitment to work on a pre-determined schedule of less than an average of five (5) tours per week.
- 2.10 "Casual Part-time Nurse" shall include those nurses who work on a "call", "short notice basis" or "short term replacement basis", whose employment may vary in length from day to day and week to week but whose pay for any one (1) day shall not be less than four (4) hours.

ARTICLE III - RELATIONSHIP

- 3.01 The parties hereto agree that any nurse of the Corporation covered by this Agreement may become a member of the Association if she wishes to do so and may refrain from becoming a member of the Association if she so desires.
- 3.02 The Corporation and the Association agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of a nurse's membership or non-membership in the Association or because of her activity or lack of activity in the Association.
- 3.03 It is agreed that the Association and the nurses will not engage in Association activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of the Administrator of the Homes for the Aged.
- 3.04 There will be no discrimination on the part of the Corporation or the Association by reason of race, creed, colour, age, marital status, sex, sexual preference, nationality, ancestry, place of origin or residence.

ARTICLE IV - CHECK OFF - ASSOCIATION SECURITY

- 4.01 It will be a condition of employment for all nurses that amounts equivalent to their regular monthly Association dues be deducted from their earnings and remitted to the Association, whether or not they sign application for membership in the Association, and such deductions will commence in the month immediately following the date of hiring.
- 4.02 The Corporation shall remit to the Provincial Secretary Treasurer of the Association once each month the Association dues or the equivalent

Article IV - Check Off - Association Security Cont'd

thereof so deducted along with a list of the names, addresses, and social insurance numbers of those nurses from whom the dues have been deducted, as well as a list of those nurses who are on a leave of absence or who have terminated. The Association shall hold the Corporation harmless with respect to all dues or the equivalent thereof so deducted and remitted with respect to any liability which the Corporation might incur as a result of such deductions.

- 4.03 The Corporation shall provide each nurse with a statement of dues deductions for income tax purposes (T-4 Supplementary Slip).
- 4.04 An officer of the Association or a nurse representative shall be allowed a period of time up to twenty (20) minutes within regular working hours to interview newly employed nurses and to discuss the duties and benefits of Association membership and to give out membership forms and other relevant Association material. Nurses will be allowed to join the Association during this time.
- 4.05 A copy of this contract in booklet form will be issued by the Corporation to all nurses now employed and as employed, and the cost of printing the Collective Agreement will be shared equally by the Corporation and the local Association.

ARTICLE V - NO STRIKES OR LOCK-OUTS

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

ARTICLE VI - RESERVATION OF MANAGEMENT RIGHTS

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

- a) to manage and operate its establishments in all respects; to determine the kinds, location and number of Corporation's establishments, the services to be rendered, the methods, the work procedures; the kinds and locations of machines, tools, instruments and the equipment to be used; to select, control and direct the use of all materials and facilities required in the operation of the Corporation's establishments; to schedule the work and services to be performed and provided; and to make, alter and enforce regulations governing the use of all materials, facilities and services as may be deemed necessary in the interests of the safety and well-being of the residents and the public.
- b) to maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the nurses.
- c) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses; to assign nurses to tours, and to increase and decrease the working forces, providing that a claim by any nurse of discriminatory retirement, transfer, demotion, discipline or suspension, or a claim by any nurse that has been discharged without cause may become the subject of a grievance and may be dealt with as hereinafter provided.

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

ARTICLE VII - ASSOCIATION REPRESENTATION

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

- a) a Negotiating Committee of not more than four (4) nurses.
- b) a Grievance Committee of not more than four (4) nurses.

Article VII - Association Representation Cont'd

c) a Nursing Committee of not more than five (5) nurses whose purpose shall be to discuss with Management, matters of concern to either party.

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

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

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

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

7.05 Occupational Health & Safety: The Employer and the Association agree to abide by and follow the provisions of the Occupational Health & Safety Act, and a member of the Association or an alternate will be on the Occupational Health & Safety Committee.

ARTICLE VIII - GRIEVANCE AND ARBITRATION PROCEDURE

8.01 The parties of this Agreement are agreed that it is of the utmost importance to adjust its complaints and grievances as quickly as possible.

8.02 Within the terms of this Agreement, a grievance shall be defined as a difference between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement.

Article VIII - Grievance and Arbitration Procedure Cont'd

8.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows: However, no grievance shall be considered where circumstances giving rise to it have occurred or were brought to the attention of the nurse more than ten (10) working days before the filing of the grievance.

Step No. 1

A nurse having a grievance, or one designated member of a group having a grievance, shall first take the grievance up with the nurse's immediate supervisor (outside of the bargaining unit) who shall attempt to adjust it. Any nurse may request the immediate supervisor to call a representative of the Grievance Committee to handle a specified grievance, and, if such request is made, the supervisor shall send for the representative without undue delay for further discussion of the grievance. If the grievance is not adjusted by the immediate supervisor within five (5) working days, it shall be reduced to writing within a further ten (10) working days and signed by the nurse involved, and one copy shall be given to the immediate supervisor. The immediate supervisor shall give her reply in writing to the nurse not later than five (5) working days following the receipt of the written grievance.

Step No. 2

If the grievance is not adjusted by the immediate supervisor, an appeal may be lodged by the nurse within ten (10) working days thereafter to the Section Head (The Section Head, for the purpose of this Agreement, shall mean the Nursing Services Co-ordinator). A representative of the Grievance Committee may be given an opportunity to discuss the grievance with the Section Head with or without the nurse concerned being present. The Section Head shall give her decision in writing to the nurse or to such representative not later than five (5) working days following the presentation to her of the written grievance.

Article VIII - Grievance and Arbitration Procedure Cont'dStep No. 3

If the written decision of the Section Head is not satisfactory to the nurse, the Grievance Committee may within ten (10) working days thereafter appeal in writing to the Administrator. A meeting will then be held within ten (10) days between the Administrator and the Grievance Committee with or without the nurse concerned being present. The Administrator shall give his decision in writing to the Chairperson of the Grievance Committee not later than ten (10) working days following the date of such meeting.

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

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

A grievance shall be returned to the nurse if it fails to comply with these requirements, and the nurse shall have an additional ten (10) days to refile the grievance in conformity with this section.

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

8.07 A policy grievance, to which an individual nurse cannot grieve, may be lodged in writing at Step 3 of the Grievance Procedure at any time

Article VIII - Grievance and Arbitration Procedure Cont'd

within ten (10) full working days after the circumstances giving rise to it had occurred or was brought to the attention of the Association, and if it is not satisfactorily settled, it may be processed to arbitration in the same manner and to the same extent as the grievance of a nurse.

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

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

(b) If no written request for arbitration is received within ten (10) days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is post-marked within eight (8) days after the decision under Step No. 3, it will be deemed to have been received within the time limits.

(c) When either party requests that any matter may be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. The two (2) nominees shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairperson.

(d) If either party fails to make the required appointments within the time designated, either or both parties may request the Minister of Labour of the Province of Ontario to fill the vacancies.

(e) No person may act as an Arbitrator who has been involved in attempts to negotiate or settle the grievance.

Article VIII - Grievance and Arbitration Procedure Cont'd

- (f) The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any nurse affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.
- (g) If the grievance is not referred to Arbitration within the said period, the grievance will be conclusively deemed to have been finally abandoned.
- 8.10 The Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, shall be arbitrable.
- 8.11 The Association and the Corporation shall each be responsible for the fees and expenses of its own nominee and one-half of the fees and expenses of the Chairperson.
- 8.12 The Arbitration shall be heard at Thunder Bay, Ontario, or at such other places as may be agreed upon by the Association and the Corporation.
- 8.13 A claim by a nurse who has completed the probationary period that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the nurse at Step No. 3 within five (5) days after the nurse ceases to work for the Homes. Such grievances shall be taken up at a special meeting with the Association Grievance Committee.
- 8.14 A discharge grievance may be settled by confirming the Corporation's action in dismissing the nurse or by reinstatement with full comp-

Article VIII - Grievance and Arbitration Procedure Cont'd

compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

- 8.15 When formal discipline, including discharge, is administered, an Association Steward shall be in attendance.
- 8.16 Any grievance instituted by the Corporation may be referred in writing to the Association within ten (10) working days of the occurrence of the circumstances giving rise to the grievance and the Association Grievance Committee shall meet within ten (10) working days thereafter with management to consider the grievance. If final settlement of the grievance is not completed within ten (10) working days of such meeting, the grievance may be referred by either party to a Board of Arbitration as provided for in Article VIII, Clause 8.09 (a) at any time within ten (10) working days thereafter.

ARTICLE IX - PROBATIONARY PERIOD AND SENIORITY

- 9.01 Every nurse newly employed shall be on probation until she has completed sixty (60) working days service with the Corporation. With the written consent of the Nursing Services Supervisor, nurse, President of the Local Association or her designate, and an Association representative such probationary period may be extended.

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

Seniority shall be effective from the first tour worked in her last date

Article IX - Probationary Period and Seniority Cont'd

of hire with the Corporation, The lay-off, termination or discharge of a probationary nurse will not be made the subject of a grievance.

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

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

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

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

- 9.04 All seniority, sick leave banks accumulated prior to the implementation of the insured sick leave plan, and vacation credits earned under, this Collective Agreement shall be retained by and transferred with the nurse if she transfers from part-time to full-time and vice versa. Part-time nurses transferring to full-time status will be subject to the eligibility provision set forth in Article XV, Clause 15.01 (a).

- 9.05 In the event that a reduction of the nursing force is required, the employer agrees to lay-off nurses so that the least senior full-time or part-time nurse, as may be warranted, will be the first to be laid off.

Article IX - Probationary Period and Seniority Cont'd

When recalling nurses after lay-off, the last full-time or part-time nurse as may be required will be the first to be recalled. Notice of lay-off will be no less than that provided by the Employment Standards Act.

9.06 No nurse outside the bargaining unit shall perform the work normally performed by the members of the bargaining unit covered by this Collective Agreement which would result in the lay-off of a member of the bargaining unit.

9.07 Access to Personnel File

An employee shall have access to and review of her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall form part of the permanent record. A copy of a nurse's evaluation will be provided to the nurse at her request.

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

ARTICLE X - TERMINATION OF SERVICE

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

- a) a nurse retires, resigns or is discharged and such discharge is not reversed through the grievance procedure;
- b) a nurse is absent from work without providing a satisfactory reason or without the consent of the Corporation;
- c) a nurse fails to report for work at the termination of a leave of absence;
- d) a nurse is absent for more than one (1) year because of lay-off or physical disability, or both;

Article X - Termination of Service Cont'd

e) failure to respond within seven (7) days following notice of recall.

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

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

ARTICLE XI - VACANCIES AND JOB POSTINGS

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

The job posting notice shall indicate the current location, unit, Home and scheduled slot relating to the position to be filled.

Where there are no applicants **from** within the bargaining unit who meet the posted qualifications, the Corporation may **fill** the position by hiring a nurse from outside the bargaining unit.

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

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

Article XI - Vacancies and Job Postings Cont'd

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

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

- a) Current: ability, experience, qualifications and performance;
- b) Length of continuous service.

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

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

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

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

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

ARTICLE XII - UNIFORMS

12.01 Effective October 1, 1985, the Corporation will reimburse each full-time nurse, for the purchase of colour co-ordinates, up to a maximum of forty dollars (\$40.00) after each one hundred and thirty (130) tours of duty upon presentation of a receipt of purchase.

Effective October 1, 1985, the Corporation will reimburse each part-time nurse, for the purchase of colour co-ordinates, up to a maximum of forty dollars (\$40.00) after each one hundred (100) tours of duty upon presentation of a receipt of purchase.

ARTICLE XIII - HOURS OF WORK AND OVERTIME

- 13.01 (a) The normal daily tour shall be seven and one-half (7½) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (½) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting that shall be considered to be part of the normal daily tour for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime.
- (b) Work performed in excess of seven and one-half (7½) hours per day or seventy-five (75) hours bi-weekly will be counted as overtime and will be paid for at the rate of time and one-half (1½) of the nurse's regular hourly earnings.
- (c) Where a nurse either (1) notifies her supervisor that she has been unable to take the normal lunch break as a result of the requirement of providing immediate resident care, or (2) is directed by her supervisor to forego her meal break, such nurse shall be paid at time and one-half (1½) her regular straight time rate for all hours worked in excess of her normal daily tour.

Article XIII - Hours Of Work And Overtime Cont'd

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

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

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

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

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

Article XIII - Hours Of Work And Overtime Cont'd

- (i) A period of at least sixteen (16) hours off shall be scheduled between a change of tours. Split tours will not be scheduled.
- (j) These scheduling regulations may be waived between December 15th and January 15th, so that all nurses will receive four (4) or more consecutive days off at either Christmas or New Years.
- The Employer shall advise each nurse of these days six (6) weeks in advance. This provision shall not apply to any area where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.
- (k) Nurses must be available to work days/evenings, or days/nights as regularly scheduled.
- (l) Charge Nurses shall be scheduled off every weekend.
- (m) The Corporation will continue its present practice of scheduling vacations and statutory holidays according to seniority, however, both parties agree that Charge Nurses will compete for vacations and statutory holidays by seniority between each other. Other staff nurses will compete for vacations and statutory holidays by seniority between each other.
- (n) A nurse who works an unscheduled second consecutive full tour shall be entitled to the normal unpaid meal period for the second tour, but shall be provided at the time of meal period with a meal or two dollars and fifty cents (\$2.50) if the Home is unable to provide a meal. Other nurses required to work more than two (2) hours of unscheduled overtime on the same day that they have worked a full tour shall, after the two

Article XIII - Hours of Work and Overtime Cont'd

(2) hours, receive a one-half ($\frac{1}{2}$) hour unpaid meal period and shall be provided with a meal or two dollars and fifty cents (\$2.50) if the Home is unable to provide a meal.

ARTICLE XIV - PAID HOLIDAYS

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

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

14.02 (a) A full-time nurse who works her scheduled day immediately prior to and following the holiday and who works on any of the holidays listed in Article XIV, Clause 14.01 above shall be paid time and one-half ($1\frac{1}{2}$) for such work and shall be granted a day off with pay at a time agreed upon between the parties, or in lieu thereof paid an equivalent of double and one-half ($2\frac{1}{2}$) times if requested and at the discretion of Management.

(b) A regular part-time nurse who works her last scheduled tour which falls within the previous pay period immediately prior to the pay period in which the holiday occurs and the first scheduled tour which falls within the subsequent pay period immediately following the pay period in which the holiday occurs shall receive her regular pay for the day, and if she is required to **work** on such holiday shall be paid time and one-half ($1\frac{1}{2}$) for such work.

(c) A casual part-time nurse shall be paid two and one-half (2 $\frac{1}{2}$) times her regular rate of pay if she works on any of the paid holidays listed in Article XIV, Clause 14.01;

Article XIV - Paid Holidays Cont'd

- 14.03 A nurse who is absent on a holiday after being posted to work forfeits all pay for the day unless the nurse presents to the Corporation proof of illness or non-occupational accident rendering her unable to perform her regular duties, in which case her absence from work will be treated as sick leave.
- 14.04 If one (1) of the holidays occurs during a nurse's vacation period or on a scheduled day off, the nurse will receive an additional day off with pay.
- 14.05 Each full-time nurse who has completed her probationary period shall be entitled to one (1) additional floating holiday with regular pay. The floating holiday may not be taken during the period of June 1st to September 30th of any year.

ARTICLE XV - VACATIONS

- 15.01 Vacations with pay shall be granted to all nurses on the following basis:
- a) Nurses who have less than one (1) year of continuous service with the Employer shall be entitled to eight percent (8%) vacation pay pro-rated for each month of service. A nurse after six (6) months of service may take vacation to the extent then accrued.
 - b) All full-time nurses with one (1) year or more of continuous service will be entitled to receive four (4) weeks vacation with pay and after seventeen (17) years or more of continuous service will be entitled to receive five (5) weeks vacation with pay.
 - c) All part-time nurses with one (1) year or more of continuous service will be entitled to receive four (4) weeks vacation without pay, and after seventeen (17) years or more of continuous service will be entitled to receive five (5) weeks vacation without pay. (Vacation pay shall be calculated on a bi-weekly basis at the rate of eight per cent (8%) for those

Article XV - Vacations Cont'd

entitled to four (4) weeks vacation and ten per cent (10%) for those entitled to five (5) weeks vacation and the amount so calculated shall be paid to the nurse each pay day.)

ARTICLE XVI - SICK LEAVE

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

16.02 (a) The Employer shall be responsible to provide and fund a short-term and long-term disability plan known as HOODIP (or equivalent) to be implemented on the first day of the second month following execution of this collective agreement.

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

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

Duration of Benefits

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

Rate of Sick Pay

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

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

Article XVI - Sick Leave Cont'dWaiting Period

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

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

Reinstatement of Benefit

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

Proof of Disability

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

Article XVI - Sick Leave Cont'dPurposes of Transfer to S.T.D.

For the purposes of transfer to S.T.D., employees on the payroll as of the effective date of transfer with three (3) months or more of service shall be deemed to have three (3) months of service.

Unemployment Insurance Benefits

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

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

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

Purposes of Transfer to L.T.D.

For the purpose of transfer to the L.T.D. portion of the sick leave plan, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service, shall be deemed to have one (1) year of service.

Effective Date of Insurance

The effective date of a nurse's L.T.D. insurance will be the day she has completed one (1) year of service providing she has been actively at work on a full-time basis for at least the seven (7) immediately preceding consecutive work days. If she was absent from work on this day, the effective date of her insurance will be the day she completed seven (7) consecutive working days following her return to work.

Article XVI - Sick Leave Cont'dAmount Payable

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

1 - 9 years of service	- 60% of regular pay
10 - 19 years of service	- 65% of regular pay
20 - 29 years of service	- 70% of regular pay
30 or more years of service	- 75% of regular pay

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

When Benefits are Payable

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

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

"Total disability" and "totally disabled" mean:

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

Article XVI - Sick Leave Cont'dRecurrence of Disability

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

Rehabilitation Benefit

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

Waiver of Premium

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

Exclusions

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

- b) Any dispute which may arise concerning a nurse's entitlement to S.T.D. or L.T.D. benefits may be subject to grievance and arbitration under the provisions of this agreement.
- c) Part-time employees' present sick leave plan entitlements, if any, will be replaced by the modification to the percentage in lieu of fringe benefits set out in Article XVI, except for the payout of sick leave credits referred to in Section (d) and (e) hereof.

Article XVI - Sick Leave Cont'd

- d) The present payout provisions of the sick leave bank as contained in Article XVI, Clause 16.02 (b) of the 1981-83 collective agreement shall be maintained so that vested sick leave credits will be paid out in cash on termination or retirement. Employees whose credits have not become vested will be vested to their credit after five (5) years of continuous service.
- e) A nurse leaving the employ of the Corporation after five (5) years or more of continuous service shall be eligible for fifty percent (50% of any unused sick pay credits, or six (6) months pay, whichever is the less, in cash payable on termination or retirement.
- f) Should a nurse become ill preceding her scheduled vacation period and should such illness continue into what would have been her vacation, all time may be considered sick leave and the vacation period may at the option of the nurse be rescheduled at a later date.

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

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

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

ARTICLE XVII- HEALTH AND WELFARE

17.01 It will be a condition of employment that every full-time nurse will enroll with the Ontario Health Insurance Plan for hospital and medical and in the Blue Cross Plan for semi-private ward coverage supplemented

Article XVII - Health and Welfare Cont'd

- by Blue Cross Extended Health Care Benefits on the basis of 10 - 20 deductible, Blue Cross Dental Plan, and the Group Life Insurance Plan, subject to the terms of enrollment and waiting periods of the aforesaid plans unless the nurse is exempted by providing the Corporation with a duly completed form "Request for Exemption".
- 17.02 It will be a condition of employment that every full-time nurse participate in the Ontario Municipal Employees Retirement System Plan in accordance with its terms.
- 17.03 The Corporation will contribute for full-time nurses as follows:
- a) to the benefit plans set forth in Article XVII, Clause 17.01 above an amount equal to one hundred per cent (100%) of the premium;
 - b) to the Ontario Municipal Employees Retirement System Plan on such basis as may be from time to time determined by that Plan;
 - c) to the Group Life Insurance Plan for coverage of one and one-half times ($1\frac{1}{2} \times$) annual salary an amount equal to one hundred per cent (100%) of the premium cost.
- 17.04 The Corporation will provide effective from the date of this award for full-time employees, Blue Cross Dental Plan Number 9 or its equivalent with the previous years O.D.A. schedule. The Corporation shall pay one hundred percent (100%) of the premium cost of the plan. Part-time employees may participate in this plan on payment of the full cost of the billed premium.
- 17.05 The Corporation will contribute seventy-five percent (75%) of the billed premium for eligible full time nurses of the Vision Care Rider with a sixty dollar (\$60.00) maximum per person each twenty-four (24) months to cover the cost of eye glasses including frames, lenses, repairs and contact lenses by prescription of a medical doctor or optometrist but not for the cost of an eye examination. Sun glasses or eye glasses for cosmetic purposes are not included in the rider.

ARTICLE XVIII - LEAVE OF ABSENCE

- 18.01 The Corporation may grant leave of absence without pay to a nurse for a period not exceeding one (1) year provided such leave is for good reason and does not unreasonably interfere with the efficient operation of the Homes. All requests for leaves of absence without pay must be in writing and the granting of same will be left to the discretion of the Administrator.
- 18.02 (a) Association Business - The Corporation will grant a leave of absence without pay to two (2) nurses at any one time selected or appointed **by** the Association (provided that this will involve not more than one (1) nurse from any area or division) to attend Association functions provided that the number of days in total in one (1) year does not exceed forty-five (45) working days off. Attendance at educational functions requested or required by the Corporation will not fall in this category.
- (b) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President, shall be granted leave of absence as requested without loss of pay or benefits which shall be maintained by the Corporation. The Association agrees to reimburse the Corporation for the full cost of the pay and benefits. Leave of Absence under this provision shall be in addition to the Association leave provided in Article XVIII, Clause 18.02 (a).
- (c) Upon application in writing by the Association on behalf of the nurse to the Corporation, a leave of absence shall be granted to such nurse elected to the office of the President of the Ontario Nurses' Association for a period of up to two (2) years. Notwithstanding the provisions of Article IX, Clause 9.05 - Seniority, there shall be no loss of service or seniority during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Corporation and the Association agrees to reimburse the Corporation in the amount of the full cost of such salary and applicable benefits. **It** is understood however, that during such leave,

Article XVIII - Leave of Absence Cont'd

the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Corporation of her intention to return to work at least two (2) weeks prior to her date of such return.

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

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

18.04 The Corporation will grant up to three (3) days off with pay to provide for up to three (3) uninterrupted days of bereavement in the case of a bereavement involving members of the immediate family. The "immediate family" will be interpreted to be parent, spouse, child, sibling, grandchild, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law. An additional two (2) days leave with pay will be allowed as travelling time for attendance at a burial three hundred (300) miles or more beyond the City of Thunder Bay.

18.05 (a) The service requirements for maternity leave shall be ten (10) months of continuous service. If eligible, maternity leave on the basis of the Employment Standards Act shall be granted with a provision to a nurse to extend such leave to six (6) months in total. After such extended leave, to the extent possible, a nurse will be returned to her former

Article XVIII - Leave of Absence Cont'd

position. At least two (2) weeks (fourteen (14) days) prior to returning to work, the nurse shall advise the Corporation in writing of the date of expected return to work.

A nurse returning from maternity leave will be returned to her former position or equivalent.

- (b) During the period of maternity leave, the following salary provisions will apply:
- i) The Corporation will pay eighty percent (80%) of the nurse's regular salary for the first two (2) weeks of the maternity leave;
 - ii) During the following fifteen (15) weeks of maternity leave, the Corporation will pay to the nurse an amount equal to the difference between eighty percent (80%) of her regular salary and the amount she receives from Unemployment Insurance.

18.06 Adoption Leave

- a) Where an employee with at least ten (10) months of continuous service qualifies to adopt a child, such employee shall, on request, be entitled to a leave of absence without pay for a period of up to seventeen (17) weeks' duration or such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Such employee shall advise the Home as far in advance as possible of having qualified to adopt a child and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.
- b) An employee returning from Adoption Leave shall be reinstated in her or his former position held at the time of commencing such leave, or a comparable position if the original position is not available.

Article XVIII - Leave of Absence Cont'd

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

ARTICLE XIX - PROFESSIONAL RESPONSIBILITY

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

- (a) i) Complain in writing to the Director of Nursing within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the MONA Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the MONA Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) Registered Nurses; one (1) chosen by the Ontario Nurses' 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 Chairperson.
- iii) The Assessment Committee shall conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what decisions it finds appropriate in the circumstances. The Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of its hearing.
- (b) i) The parties shall select a panel of four (4) independent Registered Nurses who are well respected within the profession. The members of the panel will be listed in alphabetical order and will be assigned in that order of rotation. Should the Chairperson who is scheduled to serve decline when requested or it becomes obvious that she would not be suitable due to connection with the Home or Community, the next person

Article XIX - Professional Responsibility Cont'd

on the list will be approached to act as Chairperson. If a panel member is unable to sit within the time limits stipulated, the panel member next scheduled to sit will be appointed by the parties.

- ii) Each party will bear the cost of its own nominee, and each will share equally the fee of the chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.
- iii) The Chairpersons for the Professional Responsibility Assessment Committee are:

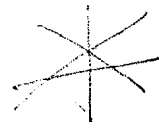
C. J. Faulkner
Myrtle Kutschke
Lorne McDougall
M. L. Peart

ARTICLE XX - ORIENTATION AND INSERVICE

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

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

- (b) There shall be an on-going inservice educational program which may include conferences and workshops designed to promote the nurses' professional development providing such conferences and/or workshops meet with the approval of the Administrator.



ARTICLE XXI - CLASSIFICATIONS AND SALARY RANGES

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

ARTICLE XXII - DURATION AND TERMINATION OF AGREEMENT

22.01 This Agreement shall remain in full force and effect from the 1st day of January, 1986 to the 31st day of December, 1987, and shall continue in force from year to year thereafter, unless in any year not more **than** ninety (90) days before the date of its termination either party **shall** furnish the other with notice of termination of, or propose a revision to this Agreement.

IN WITNESS WHEREOF the parties have caused their names to be subscribed by their duly authorized officers and representatives this 28th day of March, 1988.

FOR THE CORPORATION OF THE
CITY OF THUNDER BAY

FOR THE ONTARIO NURSES'
ASSOCIATION

J. D. Martin
MAYOR

D. D. [Signature]
CITY CLERK

Evelyn Burke

Sandra Verrie

Margaret [Signature]

SCHEDULE "A" Cont'd

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

2. TOUR DIFFERENTIAL

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

3. BEGINNING SALARIES

The Corporation may recognize related continuous past experience elsewhere provided that such experience was gained during a period terminating not more than four (4) years prior to the nurse hiring by the Corporation, on the basis of one step increment for each two (2) years of past service to the maximum of Step Number 5.

4. RESPONSIBILITY ALLOWANCE (Effective January 5, 1988)

- a) A nurse who is assigned to relieve a Charge Nurse when the Charge Nurse is absent for a period of four (4) hours or more shall receive Responsibility Allowance of fifty cents (\$.50) per hour.
- b) A Charge Nurse who is assigned for a period of four (4) hours or more to relieve a higher rated classification excluded from the bargaining unit shall receive Responsibility Allowance of two dollars (\$2.00) per hour.

5. RETROACTIVE PAY

The foregoing increases shall be paid retroactively from the dates specified and will apply to all employees in the bargaining unit as of January 1, 1986. The Corporation shall notify any former employees in writing at their last known address, and any employee who ceased to be an employee of the Corporation after January 1, 1986, shall be entitled to apply within thirty (30) calendar days from the date of execution of this Agreement to the Corporation to claim any adjustment to the remuneration previously paid resulting from this Award. Any new employees hired since January 1, 1986, shall be entitled to a proportionate adjustment in their remuneration from the date of their employment by the Corporation.

The Board directs that all retroactive salary amounts be paid by separate cheque within thirty (30) days after ratification of the collective agreement by the City Council.

6. GRADUATES - NON-REGISTERED

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

7. PART-TIME FORMULA BASED ON 200 TOURS PER YEARIncrement Adjustments

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

8. IN LIEU OF FRINGE BENEFITS

A part-time nurse will be paid fourteen percent (14%) in addition to her daily tour rate in lieu of fringe benefits being those benefits to a nurse paid in whole or in part by the Corporation, as part of direct compensation or otherwise except vacation pay, holiday pay, tour differential, responsibility allowance, court attendance, bereavement pay and reporting pay.

9. NEW CLASSIFICATIONS

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

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

10. CHANGE IN STATUS

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