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COLLECTIVE AGREEMENT

Between

**THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY
(Hereinafter called the "Employer")**

Party of the First Part

And

**ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Association")**

Party of the Second Part

Expiry: MARCH 31, 1991

INDEX

Article

Page

1	Purpose	3
2	Definitions	3
3	Management Rights	3
4	Recognition	4
5	Discrimination	5
6	No Strikes or Lockouts	5
7	Committees	5
8	Association Dues and Security	8
9	Grievance Procedure	9
10	Arbitration	11
11	Discharge, Suspension & Discipline	12
12	Seniority	13
13	Promotion and Staff Changes	15
14	Layoffs and Recalls	16
15	Employee Reports and Files	17
16	Leave of Absence	17
17	Short Term/Long Term Disability Plan	24
18	Holidays	27
19	Vacations	29
20	Hours of Work	30
21	Overtime and Callback	33
22	Payment of Salaries	34
23	General	35
24	Pension & Insurance Benefits	36
25	Retroactivity	37
26	Duration	37
	Schedule "A"	39

ARTICLE 1 - PURPOSE

- 1.01 It is the purpose of both parties to this agreement:
- (1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Association.
 - (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment services.
 - (3) To encourage efficiency in operations.
 - (4) To promote the morale, well-being and security of all nurses within the bargaining unit.
 - (5) To recognize that both the nurses and the employer wish to work together and provide the residents of the Home with the best possible care.

ARTICLE 2 - DEFINITIONS

2.01 Association

Any and all references to the word Association throughout this agreement shall be taken to mean Local 192 of the Ontario Nurses' Association.

2.02 Part-time Nurse

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

2.03 Registered Nurse

A registered nurse is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act 1974. A registered nurse is required to present to the Director of Nursing Service by February 15 of each year his current Certificate of Competence or an acknowledgement from the College of Nurses of Ontario that the registration fee has been paid.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Association recognizes that the management function of the Employer and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as may be modified by

the provisions of this agreement, and without restricting the generality of the foregoing the association acknowledges that it is the exclusive function of the Employer to:

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

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

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

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

ARTICLE 4 - RECOGNITION

4.01 The Employer recognizes the Ontario Nurses' Association **as** the exclusive bargaining agent for registered and graduate nurses employed in a nursing capacity at Glen-Stor-Dun Lodge Home for the Aged, situated in the City of Cornwall, save and except the Director of Nursing and persons above the **rank** of Director of Nursing.

4.02 The Employer shall provide the Association with the names, addresses, categories and Social Insurance Numbers of newly hired nurses within one month of their starting date.

ARTICLE 5 - DISCRIMINATION

- 5.01 There shall be no discrimination on the part of the Employer or the Association by reason of race, creed, colour, marital status, sex, nationality, ancestry, place of origin, residence, age or political affiliation.
- 5.02 There shall be no discrimination by the Employer or the Association against any nurse on account of membership or non-membership in the Association and of any participation in activities on behalf of the Association.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

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

ARTICLE 7 - COMMITTEES

7.01 Association Negotiating and Grievance Committee

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

- (a) Revision and negotiating renewal of the Collective Agreement.
 - (b) Discussion of matters arising out of the interpretation or administration of this agreement.
 - (c) Presentation of any complaints or grievances that may arise.
- 7.02 The Association shall advise the Employer of the names of the nurses who have been appointed or elected to the Committee. This notification shall be submitted in writing at least **two (2)** weeks prior to the commencement of negotiations.
- 7.03 The Association shall have the right to have the assistance of a representative of the Ontario Nurses' Association during the negotiations of renewals of the Collective Agreement or any amendments thereto and in the presentation of any grievance.

7.04 Time Off for Negotiating Meetings

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

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

7.05 Management and Nurses Committee

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

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

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

7.06 Function of Committee

The Committee shall concern itself with the following general matters:

- (1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the nurses.
- (2) Improving and extending services, including public relations, and relations **with** residents.
- (3) Promoting safety and sanitary practices.
- (4) Reviewing suggestions from nurses and/or employer questions of working conditions, including workload and services, (but not grievances concerned with services).
- (5) Correcting conditions causing grievances and misunderstandings.

Professional Responsibility

In the event that the employer 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 may:

- (a) (i) Complain in writing to the Nurse-Management Committee within thirty (30) calendar days of the alleged improper assignment. The Chairman of the Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - (ii) Failing resolution of the complaint within five (5) calendar days of the meeting of the Committee the complaint shall be forwarded to an Independent Assessment Committee composed of 3 registered nurses: one chosen by the Ontario Nurses' Association, one chosen by the Employer and one chosen from a panel of independent registered nurses who are well respected within the profession and who shall act as Chairperson.
 - (iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what 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 the completion of its hearing.
- (b) (i) The parties shall meet within fourteen (14) days of the release of this Award and select a panel of four (4) independent registered nurses. The members of the panel shall sit in a rotation agreed upon by the parties. 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. If the parties are unable to agree upon the composition or rotation of the panel within sixty (60) days of the release of this Award, these matters shall be remitted to this Board of Arbitration for determination.

- (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.

7.08 Occupational Health & Safety Committee

- a) The Employer and the Association agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept **as a** member of its Occupational Health and Safety Committee, at least one representative selected or appointed by the Association from the bargaining unit.
- c) Such committee shall identify potential **dangers** and hazards, institute means of improving Health and Safety programmes, and recommend actions to be taken to improve conditions relating to Occupational Health and Safety.
- d) The Employer **agrees** to co-operate reasonably in providing necessary information to enable the Committee to fulfill its function.
- e) Meetings shall be held every second month or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) All time spent by a member of the Occupational Health **and** Safety Committee attending meetings of the Committee, shall be deemed to be time worked for which she shall be paid by the Employer at her regular rate, and she shall be entitled to such time from her work, as is necessary to attend scheduled meetings.
- g) The Association agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 8 - ASSOCIATION DUES AND SECURITY

- 8.01 The Employer shall deduct from the first payroll of each month from the pay due to each nurse who is covered by this agreement a sum equal to the monthly Association

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

8.02 ,Inthe case of part-time nurses, dues shall be paid on a monthly basis as determined by the Association and shall be deducted from the first pay he receives in every month. The Employer will send such dues to the Ontario Nurses' Association at the same time and in the same manner as provided for the forwarding of full-time nurses' dues in Article 8.01.

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

8.04 Newly Hired Nurses

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

8.05 Assignment of Bargaining Unit Work

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

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Definition of Grievance

A grievance shall be defined as any differences arising out of interpretation, application, administration or alleged violation of the collective agreement. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than fifteen (15) working days before the filing of the grievance in writing with the Director of Nursing.

9.02 Grievance Pay Provision

Members of the Association who are in the employ of the Employer shall not suffer any **loss** of pay or benefits

for time involved during Steps 1 and 2 of the procedures established for settling grievances.

9.03 Settling of Grievances

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

Step 1

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

Step 2

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

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

9.04 Policy Grievance

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

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

9.05 Management Grievance

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

9.06 Association Grievance

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

ARTICLE 10 - ARBITRATION

10.01 Failing a satisfactory settlement being reached at Step 2 of the Grievance Procedures, the Association may, within ten (10) days after receiving the decision of the Administrator or his designate refer the grievance to arbitration.

10.02 Composition of Board of Arbitration

Either party may request that a grievance be submitted to arbitration the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two arbitrators shall then meet to select an impartial chairman.

10.03 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

10.04 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence **and** make representations.

10.05 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

10.06 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's Decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.

10.07 Expenses of the Board

Each party shall pay:

- (1) The fees and expenses of the arbitrator it appoints;
- (2) One-half of the **fees** and expenses of the Chairman.

10.08 Time Limit for Grievance and Arbitration Procedures

The time limits referred to in the Grievance and Arbitration Procedures shall be exclusive of Saturdays, Sundays and holidays as provided by Article 18.01. The limits may also be extended on the written consent of both parties as they are considered discretionary rather than mandatory.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Discharge Procedure

A nurse who **has** completed his probationary period may be suspended or discharged for just cause. However, any notification of such action by the Employer shall be made to the nurse concerned while in the presence of another nurse of the Association.

11.02 May Omit Grievance Procedure

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

11.03 Warnings

Whenever the Employer **or** his authorized agent deem it necessary to censure a nurse in a manner indicating that dismissal may follow any further infraction or may follow if such nurse fails to bring **his** work up to a required standard by a given date, the employer shall, within ten (10) days thereafter, give written particulars of such censure to the nurse involved with a copy to the Association. Such censure shall be removed

from the employee's file after a period of eighteen (18) months and shall not thereafter be used against him.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined

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

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

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

12.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each nurse's service commenced. An up-to-date seniority list shall be sent to the Association and posted on the designated bulletin board in March of each year.

12.03 Probation Period

A nurse prior to having accumulated a total of sixty (60) days worked shall be considered to be on probation.

12.04 Retention and Loss of Seniority

(a) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:

- (i) approved leave of absence with pay
- (ii) when in receipt of remuneration under the sick leave provisions of this agreement
- (iii) when in receipt of Workers' Compensation Benefits which are the result of an accident

occurring while in the employ of the employer

(b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances :

- (i) for a period of six months following the exhaustion of accumulated sick leave credits for full time nurses providing such nurse continues to be unable to assume her employment responsibilities because of sickness.
- (ii) for a period of six months for a part-time nurse who is unable to assume his employment responsibilities because of sickness or injury.
- (iii) During lay-off provided the period of lay-off does not exceed twenty-one (21) months.
- (iv) when on any approved leave of absence.
- (v) when a part time nurse is on authorized leave of absence for the purpose of annual vacation.

(c) Seniority shall be lost when a nurse is absent from work under the following circumstances:

- (i) he is discharged for just cause
- (ii) he resigns in writing
- (iii) he is absent from work in excess of three (3) consecutive working days without sufficient cause or without notifying the employer, unless such notice was not reasonably possible
- (iv) he fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the nurse to keep the employer informed of his current address. A nurse recalled for casual work or employment of short duration at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work

- (v) he is laid off for a period longer than twenty-one (21) months.

ARTICLE 13 - PROMOTION AND STAFF CHANGES

13.01 Job Postings

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

13.02 Role of Seniority in Promotions and Staff Transfers

Both parties recognize:

- (1) The principle of promotion within the service of the employer.
- (2) That **job** opportunity should increase in proportion to length of service.

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

13.03 Trial Period

The successful applicant shall be placed on trial for a period of thirty (30) days worked, and at the discretion of the employer upon completion of such period, shall be declared permanent or returned to his former position. A nurse may, subject to the consent of the employer, return to his former position within the trial period. A nurse returning to his former position shall have his salary rate reverted accordingly, but shall not lose any seniority. Any other nurse affected by such reversion of employment shall also be returned to his former position and salary rate without loss of seniority.

13.04 Notification of Appointment

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

13.05 Handicapped Worker Provision

A full-time nurse who is unable through injury or illness to perform his normal duties may be provided

with alternate suitable employment if such is available and provided such nurse does not displace another nurse.

13.06 Retirement

The retirement age for all nurses within the bargaining unit shall be sixty-five (65) years.

ARTICLE 14 - LAYOFFS AND RECALLS

14.01 Role of Seniority in Layoffs

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

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

14.02 Recall Procedure

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

14.03 New Employees

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

14.04 Advance Notice of Layoffs

- (a) A reduction of more than one (1) nurse to the present staff complement shall not be effected by the Employer until the Association has been advised of the reasons therefor.
- (b) A nurse who has completed his probationary period that is to be laid off shall be given notice thereof in accordance with the provisions of The Employment Standards Act, and a copy of such notice shall be sent to the Association.

ARTICLE 15 - EMPLOYEE REPORTS AND FILES

15.01 Performance Reports

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

A nurse who reviews any such report shall acknowledge same by affixing thereto his signature and the date thereof.

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

ARTICLE 16 - LEAVE OF ABSENCE

16.01 General Leave

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

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

16.02 (a) Leave of Absence for Association Business

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

(b) Leave of Absence - President

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

(c) Leave of Absence - Board of Directors

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

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

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

16.03 Special Leave

- (a) Leave of absence without pay but without loss of seniority for up to two (2) years may be granted to any nurse who accepts a position with a recognized health organization provided such nurse is prepared to accept the first vacant position that is offered after this period of leave.
- (b) Leave of absence without pay but without loss of seniority may be granted to any nurse who desires to be a candidate in Federal, Provincial or Municipal Elections. A nurse who is elected to such Public Office shall be allowed leave of absence without loss of seniority during his term of office provided that he is prepared to accept the first vacant position that is offered after this period of leave.

(c) Professional Leave

Professional leave with pay to a maximum of five (5) days during any one calendar year will be granted to nurses who are elected to the College of Nurses and/or the Registered Nurses' Association of Ontario to attend regularly scheduled meetings of such organization.

(d) Education Leave

(i) Leave of absence without pay or benefits, for the purpose of further education directly related to the nurse's employment with the home, may be granted on written application by the nurse to the administrator of the home.

(ii) A nurse shall be entitled to leave of absence with pay and without loss of seniority and benefits, to write examinations pursuant to courses required to meet standards or upgrade the nurse's qualifications for service within the home.

16.04 Compassionate Leave

A nurse who notifies the Home as soon as possible following a bereavement shall be granted three (3) consecutive working days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, sister-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, grandparent or grandchild. Where a nurse does not qualify under the above noted conditions, the Home may nonetheless grant bereavement leave. The Home, in its discretion, may extend such leave without pay.

An additional day's leave without loss of pay or benefits shall be granted for travel in excess of 400 km.

16.05 Jury and Court Witness Duty Leave

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

(a) The Employer shall pay a full time nurse the difference between his normal earnings and the payment he received for jury service. The nurse shall present proof of service and the amount of pay received.

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

16.06 Maternity Leave

- a) Effective April 1, 1989, maternity leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- b) The service requirement for eligibility for maternity leave shall be ten (10) months of continuous service,
- c) 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.
- d) The nurse has the right to extend the maternity leave to six **(6)** months in total. Written notice by the nurse to extend the maternity leave will be given at least two **(2)** weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two **(2)** weeks prior to the termination of the initially approved leave.
- e) The nurse shall re-confirm her intention to return to work **on** the **date** originally approved in subsection (c) or (d) above by written notification received by the Home at least two **(2)** weeks in advance thereof. The nurse shall be reinstated to her former position unless her former position has been discontinued in which case, unless such nurse is subject to layoff, she shall be offered another position.
- f) Nurses newly hired to replace nurses who are on approved maternity 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 provided in Article 12.03.

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.

- g) The Home may request a nurse to commence maternity 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.
- h) Effective April 1, 1989 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefits (SUB) Plan, a nurse who is on maternity leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, 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 Unemployment Insurance waiting period, and receipt by the Home of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment 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.
- i) Shifts worked by a part-time nurse in the period of twenty (20) weeks preceding the commencement of maternity leave shall be totalled and the average thereof shall be utilized to determine a normal work week for the purpose of this article.

16.09 Adoption Leave

A nurse, having completed ten (10) months service, shall be granted leave of absence without pay and benefits for a period not to exceed six (6) months for the legal adoption of a child. 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.

The nurse shall be reinstated to her former position unless her former position has been discontinued, in which case unless such nurse is subject to layoff she shall be offered another position.

16.10 Leave for Sickness or Injury

A nurse who, due to sickness or injury, is unable to return to work following the exhaustion of accumulated sick leave credits may be granted leave of absence for a further period of six (6) months without entitlement to pay or other benefits.

16.11 Prepaid Leave Plan

Effective April 1, 1989 the Home agrees to introduce a prepaid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Administrator at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) Only one nurse may be absent at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Home.

- (d) Written application will be reviewed by the Administrator or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Home.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Home and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Services of full-time nurses for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. Full-time nurses shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to her pension plan will be in accordance with the plan. The full-time nurses will not be eligible to participate in the sick leave provisions of this agreement during the year of the leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Administrator. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Home plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Home will endeavour to find a temporary replacement for the nurse as far in advance as

practicable. If the Home is unable to find a suitable replacement, it may postpone the leave. The Home will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any paid out to her within a reasonable period of time.

- (1) The nurse shall be reinstated to her former position unless her former position has been discontinued in which case, unless such nurse is subject to lay off, she shall be offered another position.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Home in order to authorize the Home to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the prepaid leave program in accordance with Article 16.11 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

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

ARTICLE 17 - SHORT TERM/LONG TERM DISABILITY PLAN

17.01 Sick Leave Defined

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

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

- i) One hundred percent (100%) of regular salary for the first five (5) working days of such absence in the period of twelve (12) months that commences on November 1st of each year.
- ii) Seventy-five percent (75%) of regular salary for all additional sick leave that occurs within such period to a maximum of eighty (80) working days.
- iii) Sick leave that extends beyond a period of one hundred and nineteen (119) consecutive calendar days (elimination period) shall be subject to long term disability insurance with a benefit equal to seventy percent (70%) of regular salary, to a maximum of \$3,000.00 per month, less any disability benefits payable under another plan(s) to which contributions were made by the Employer. An employee in receipt of long term disability benefits shall not be entitled to any of the remuneration referred to in items (i) or (ii) hereof. Long term disability benefit in excess of \$2,000.00 per month shall be subject to the employee providing the insurer with medical evidence that is satisfactory to the insurer.

- 17.03 (a) A nurse who is unable to assume his employment responsibilities due to illness shall notify the employer of such absence as early as possible.
- (b) A nurse may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that he was unable to carry out his duties due to illness.

17.04 Commencing in 1989 a nurse who is not in receipt of long term disability benefits, and who does not utilize his/her entitlement to the benefit referred to in 17.02(i) either in whole or in part, shall receive payment equal to fifty percent (50%) of his regular salary for each of the unused days at the conclusion of the stated period of twelve (12) months.

17.05 Sick leave credits, as at October 31, 1988, for each nurse shall be converted to a sick leave bank to the credit of the nurse. The sick leave bank shall contain the unused sick leave days to the credit of the nurse on the effective date of the transfer to the short term/long term sick leave plan. The sick leave bank shall be utilized to:

- (a) Supplement payment for sick leave days under the short term sick leave plan which would otherwise be at less than full wages.
- (b) Upon termination of employment, an employee with more than five consecutive years of service as at January 1, 1989 shall be entitled to payment, or in the case of death his estate, of an amount that is equal to one-half of his then remaining accumulated credits, computed on the salary received at the time of termination, and which payment shall not exceed the equivalent of six month's salary.
- (c) Where a nurse is absent from work due to accidental bodily injury arising out of, or in the course of his employment, and is or becomes entitled to indemnity in accordance with the provision of the Workers' Compensation Act, such nurse shall, subject to (a) and (b) be paid during such absence, his regular rate of pay:
 - (i) The amount paid for such absence shall not exceed the nurse's total accumulated sick leave credits.
 - (ii) Any amounts paid by the employer and recovered from the Workers' Compensation Board shall be retained by the employer and an equivalent amount of sick leave credits reinstated to any such nurse,
- (d) A nurse's accumulated credits shall be reduced by 0.25 days for each day that the short term disability benefits is supplemented by utilizing accumulated sick leave credits and by an equivalent number of days that such credits are utilized to supplement Workers' Compensation Benefits.

17.06 When a nurse has completed any portion of her regularly scheduled tour prior to going on sick leave benefits or Workers' Compensation benefits, she shall be paid for the balance of the tour at her regular straight time hourly rate.

17.07 A nurse who transfers from full-time to part-time may elect to retain her accumulated sick leave credits to be utilized during part-time scheduled shifts or subsequent full-time employment as provided under the sick leave plan in which she participates as of the date of this agreement.

17.08 The Home will notify each nurse of the amount of unused sick leave in her bank annually.

17.09

Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

17.10

Unemployment Insurance Rebate

The short term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The nurse's share of the employer's unemployment insurance premium reduction will be retained by the Home towards offsetting the cost of the benefit improvements contained in this agreement.

17.11

Compensation Pending Workers' Compensation Benefits

Where a nurse is absent from work due to accidental bodily injury arising out of, or in the course of his employment, and is or becomes entitled to indemnity in accordance with the provision of The Workers' Compensation Act, such nurse shall, subject to (a) and (b) be paid during such absence, his regular rate of pay:

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

17.12

Sick Leave Records

The Employer shall advise each nurse of the amount of sick leave accrued to his credit at each year end not later than March 15th of the following year.

ARTICLE 18 - HOLIDAYS

18.01

Paid Holidays

Effective April 1, 1989, full-time nurses shall receive the following holidays without loss of pay:

- | | |
|--------------------------|------------------|
| New Year's Day | Dominion Day |
| Day after New Year's Day | Civic Holiday |
| 2nd Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Easter Monday | Boxing Day |

18.02

Scheduling of Days in Lieu of Holidays

If a paid holiday is observed on a nurse's day off and the nurse does not work on that day, he shall be allowed

within the succeeding sixty (60) day period, another day off with pay at a time agreeable to him and the Employer.

Where the nurse and the Employer are unable to agree on another day off with pay that occurs within the sixty (60) day period, that period may be extended by mutual consent.

Where the nurse and the Employer are unable to agree on such an extension of the sixty (60) day period, the nurse shall be paid a sum that is equal to his pay for a regular work shift, in lieu of the day off with pay.

18.03 Work on Holidays

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

In lieu of her regular pay, the employee may opt for a lieu day off with pay. The timing of such lieu day shall be by mutual consent. If the timing of the lieu day is not agreed upon within 30 days of the worked holiday, or such further period as mutually agreed, the employee may, on at least thirty (30) days' notice, select the lieu day off.

18.04 Holiday Pay for Part-time Nurses

(a) A part-time nurse shall be entitled to remuneration that is equal to her pay for a regular work day for holidays as set out in 18.01 only when:

- (i) she has been employed for three (3) months or more;
- (ii) she works at least eight (8) shifts within the four (4) week period that precedes the applicable holiday;
- (iii) she works on his scheduled day of work preceding and following the holiday.

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

18.05 A shift that begins or ends during the twenty-four (24) hour period of any of the above holidays, where the majority of time worked falls within the holiday, shall

be deemed to be work performed on the holiday for the full period of the shift for purposes of compensation.

ARTICLE 19 - VACATIONS

19.01 Length of Vacations

All full-time nurses shall receive an annual vacation with pay in accordance with their years of employment as follows:

- (i) Less than one year - 1½ working days for each month **of** employment,
- (ii) Effective for the vacation commencing on or after January 1, 1981:
 - One year or more - four **(4)** weeks
 - Seventeen years or more - five (5) weeks

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

19.02 Compensation for Holidays
Falling Within Vacation Schedule

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

19.03 Calculation of Vacation Pay

Annual Vacation under Paragraph 19.01 shall be paid at the rate of pay in effect during the vacation period. A nurse upon a request therefor, that is submitted to the employer in writing at least one month prior to the nurse's vacation period, shall be entitled **to two** (2) weeks vacation pay at the time of commencing his vacation.

19.04 Vacation Pay on Termination or Retirement

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

19.05 Vacation Schedules

Nurses shall assist with the preparation of vacation schedules by advising the Director of Nursing of preferable dates for annual vacations prior to April 15th of each year. Seniority shall prevail in the event

of any conflict with regard to preferable dates and the vacation schedules shall not be changed subsequent to May 15th of each year unless mutually agreed to by the nurse and the employer. Any employee may, with the consent of the Employer, elect to defer vacation entitlement, not to exceed one week to the next succeeding year, providing the employee has an annual entitlement of more than two (2) weeks.

19.06 Vacation Pay for Part-time Nurses

(i) All part-time nurses shall be entitled to vacation time off in accordance with years of employment on the same basis as full-time nurses.

(ii) A part-time nurse shall be paid for her vacation entitlement based on a percentage that is applied to her gross earnings, in the preceding calendar year, as follows:

An entitlement of less than 4 weeks - 6%
An entitlement of four (4) weeks - 8%
An entitlement of five (5) weeks - 10%

ARTICLE 20 - HOURS OF WORK

20.01 Regular Working Hours

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

20.02 Work Schedules

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

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

(b) (i) Work for full time nurses shall be scheduled to provide for at least every second weekend off with the understanding that the remaining days off in any two (2) week period may be split at the discretion of the employer.

- (ii) A part-time nurse shall not be scheduled or required to work on more than three (3) consecutive weekends unless she agrees to do so.
- (c) Scheduling of shifts shall, in so far as is practically possible, provide for a period of sixteen (16) hours **off** between a change of shifts and for at least twenty-four (24) hours whenever such change follows a period **of** night duty.
- (d) (i) The employer will endeavour to accommodate requests made by nurses for specific days **off** **provided** such requests are received prior to the posting of the **work** schedule.

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

Schedules for this period shall be posted at least four (4) weeks in advance.
- (h) A nurse **who** reports **for** work as scheduled shall be paid his regular rate of pay for a minimum of four hours unless the nurse refrains from working on his own accord **or** ceases to work because of sickness.
- (i) Whenever the Employer wishes to cancel or change the work schedule for a part-time nurse he shall give notice **of** such cancellation **or** change to the nurse concerned at least twenty-four (24) hours in advance of the scheduled reporting time.

- (j) The Employer shall not change the category or tour of duty of any nurse arbitrarily or unreasonably, and where the Employer does effect such a change, he shall do it in the following manner:
 - (i) with four (4) weeks notice to the nurse unless there is mutual agreement to a lesser period;
 - (ii) with the voluntary agreement of the nurse, or failing such agreement, by reverse order of seniority.

- (k) Notwithstanding the provisions of Articles 3.02 and 20.02 (j), the Employer has the right to change temporarily the tour of duty of a nurse for emergency reasons under the following conditions:
 - (i) with as much notice as can be reasonably given under the circumstances;
 - (ii) for a period of time that is as brief as is reasonably possible under the circumstances;
 - (iii) by voluntary agreement, or, failing such agreement, by reverse order of seniority where possible under the circumstances.

20.03 Rest Periods

All nurses shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and the second half of a shift, at a time scheduled by the Employer.

20.04 Orientation and Inservice

A newly employed nurse shall not be placed in charge in any area until he has been fully oriented to the unit where he will work.

It *is* agreed that an Orientation and Inservice program will be provided, reviewed and up-dated from time to time by members of the Management and Nurses Committee as provided in Article 7.05.

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

ARTICLE 21 - OVERTIME AND CALLBACK

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

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

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

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

21.02 Callback Pay

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

21.03 Shift Premium

A nurse shall be paid a shift premium of \$3.38 for each evening or night shift worked during the duration of this agreement.

21.04 Responsibility Allowance

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

During the period of Monday to Friday inclusive and being exclusive of the holidays stated in Article 18.01 hereof, a responsibility allowance of one dollar and fifteen cents (\$1.15) per hour shall be paid to the nurse(s) designated to be in charge whenever the designated responsibility of such nurse(s) is for a cumulative continuous period of four hours or more between the hours of 7:00 a.m. and 3:00 p.m.

21.05 Weekend Premium

Effective April 1, 1990, a nurse shall be paid a weekend premium of forty-five cents (45¢) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. A nurse receiving premium pay under Article 20.02 and 21.02 shall not be entitled to weekend premium that is provided under this provision.

ARTICLE 22 - PAYMENT OF SALARIES

22.01 Pay Periods

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

22.02 Beginning Salaries

Nursing experience outside of the Home shall be recognized for the purpose of establishing starting salaries for nurses beginning employment with the Employer, subsequent to the effective date of this agreement, on the basis of one (1) increment level for each two (2) years of outside related nursing experience to a maximum of six (6) levels.

22.03 Salary Increments

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

22.04 Promotions and Demotions

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

22.05 New Classification

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

22.06 Graduate Nurse

A graduate nurse in the employ of the Home, upon presenting proof of current registration by the College of Nurses of Ontario, shall be given the salary of a registered nurse **as** provided in this Article retroactive to the date of successfully writing the registration examination or to the date of last hire, whichever is later. A graduate nurse will be allowed two (2) years to complete his registration with the College of Nurses. Failure to comply shall result in dismissal without recourse to grievance.

22.07 Changes in Categories

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

ARTICLE 23 - GENERAL

23.01 Plural or Masculine Terms

Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context **so** requires.

23.02 Copies of Agreements

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

The Association shall reimburse the Employer for 50% of the cost of providing such copies.

23.03 Bulletin Board

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

23.04 Continuation of Agreement

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

ARTICLE 24 - PENSION AND INSURANCE BENEFITS

24.01 Pension Plan

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

24.02 Ontario Health Insurance Plan

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

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

24.03 Major Medical Benefits

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

24.04 Group Life Insurance

The Employer shall pay 100% of the cost for providing group life insurance for full-time nurses of no less than two times annual salary **up** to a maximum of \$50,000.00, and for Accidental Death and Dismemberment coverage.

24.05 Malpractice Insurance

The Employer shall continue to provide malpractice insurance coverage for all nurses.

24.06 Continued Coverage

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



24.07 Dental Plan

Effective the first month following satisfaction of enrolment requirements of the carrier, full-time nurses shall be entitled to participate in the group Dental Plan (Great West #9) or **its** equivalent based on the current Ontario Dental Association fee schedule updated from time to time (or its equivalent) subject to the terms and conditions in the Plan. The Employer shall contribute 50% of the billed premiums towards coverage of participating nurses, single or family coverage as applicable and effective April 1, 1990, the Employer's contributions shall be increased to 75% of the billed premium. The participating nurse shall pay the remaining premium through payroll deductions.

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

24.08 Long Term Disability Insurance

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

ARTICLE 25 - RETROACTIVITY

25.01 Increases to the salary schedule shall be retroactive and apply to all employees in the bargaining unit as of April 1, 1988. Any new employee hired since that date shall be entitled to pro-rata adjustment to their remuneration from the date of their employment.

Former employees are eligible for retroactive pay for periods of employment since April 1, 1988. The Employer shall **be** responsible to contact in writing, at their last known addresses, any employees **who** have since left employment and advise them of their entitlement to **any** retroactive adjustment and send **a** copy thereof to the Association. Such employees shall have **a** period of forty-five (45) days from the date of mailing to claim such adjustments. Former employees who are eligible for retroactive pay must apply by registered letter or by personal attendance to the Employer.

ARTICLE 26 - DURATION

26.01 This agreement shall be effective ~~from April 1, 1988 and shall continue in full force and effect up to and including the 31st day of March 1991.~~ If either party desires to modify *or* amend this agreement it shall give the other party notice in writing not earlier than ninety (90) days before the expiry **date** of **its** election to do **so**.

DATED at Perth, ONT., this 24th day of August 1989.

FOR THE UNITED COUNTIES OF
STORMONT, DUNDAS & GLENGARRY

Stuart Hart
D. Spind

FOR ONTARIO NURSES' ASSOCIATION

Iris Fraser
Beverly E. Doherty
Raymond L. Lyle

SCHEDULE "A"

1. (i) FULL-TIME REGISTERED NURSE (Per Month)

START	1ST LEVEL	2ND LEVEL	3RD LEVEL	4TH LEVEL	5TH LEVEL	6TH LEVEL	7TH LEVEL	8TH LEVEL	9TH LEVEL
<u>Effective April 1, 1988</u>									
2575.55	2673.38	2715.06	2763.67	2825.96	2881.64	2944.28	3013.88		
<u>Effective April 1, 1989</u>									
2627.06	2766.95	2810.09	2860.40	2931.93	2989.70	3054.69	3126.90	3173.80	
<u>Effective April 1, 1990</u>									
2732.14	2877.63	2922.49	2974.82	3049.21	3109.29	3176.88	3251.98	3300.75	3350.26

(ii) GRADUATE NON-REGISTERED NURSES

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

*

(iii) FULL-TIME NURSES with the required levels of service credit for purposes of advancement on the salary schedule shall be placed at the 8th level in 1989 and 9th level in 1990 on the salary schedule.

2. PART-TIME REGISTERED NURSES

(a) The daily rates for part-time registered nurses shall be calculated on the basis of the following formula:

$$\frac{\text{Annual salary of corresponding full-time increment level} + 14\%}{260} =$$

(b) Advancement on the grid shall be after each 200 paid tours.

(c) It is understood that part-time nurses are not covered by the provisions of Article 24 - Pensions and Insurance Benefits, and by the paid sick leave provisions of Article 17.02 to 17.08 inclusive.

*

(d) The 14% add on payment in lieu of fringe benefits for part-time nurses will not be utilized for the purpose of calculating any premium or overtime rates.

- 3. A part-time nurse whose status is changed to full-time or vice-versa shall retain her level on the salary grid and be credited with all paid tours, including parts thereof, since last advancing on the grid.
- 4. Part-time nurses with the required levels of service credit for purposes of advancement on the salary schedule shall be placed at the 8th level in 1989 and 9th level in 1990 on the salary schedule.

5. SALARY RATES FOR PART-TIME REGISTERED NURSES

START	AFTER 200 TOURS	AFTER 400 TOURS	AFTER 600 TOURS	AFTER 800 TOURS	AFTER 1000 TOURS	AFTER 1200 TOURS	AFTER 1400 TOURS	AFTER 1600 TOURS	AFTER 1800 TOURS
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Effective April 1, 1988

Daily
118.87 123.38 125.31 127.55 130.42 132.99 135.88 139.10

Hourly
14.85 15.42 15.66 15.94 16.30 16.62 16.98 17.38

(Inclusive of the 14%)

Daily
135.51 140.65 142.85 145.40 148.67 151.60 154.90 158.57

Hourly
16.92 17.57 17.85 18.17 18.58 18.94 19.35 19.81

Effective April 1, 1989

Daily
121.24 127.70 129.69 132.01 135.31 137.98 140.98 144.31 146.48

Hourly
15.15 15.96 16.21 16.50 16.91 17.24 17.62 18.03 18.31

START	AFTER 200 TOURS	AFTER 400 TOURS	AFTER 600 TOURS	AFTER 800 TOURS	AFTER 1000 TOURS	AFTER 1200 TOURS	AFTER 1400 TOURS	AFTER 1600 TOURS	AFTER 1800 TOURS
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Effective April 1, 1989
(Inclusive of the 14%)

Daily
138.21 145.57 147.84 150.49 **154.25** 157.29 160.71 164.51 166.98

Hourly
17.27 18.19 18.47 18.81 19.27 19.65 **20.08** **20.55** 20.87

Effective April 1, 1990

Daily
126.09 **132.81** 134.88 137.29 140.73 143.50 146.62 150.09 152.34 154.62

Hourly
15.76 16.60 16.86 17.16 17.59 17.93 18.32 18.76 19.04 19.32

(Inclusive of the 14%)

Daily
143.74 151.40 153.76 156.51 160.43 163.59 167.14 171.10 173.66 176.26

Hourly
17.96 **18.92** **19.22** 19.56 **20.05** **20.44** 20.88 **21.38** **21.70** **22.02**