

SOURCE	Union		
WAGE EFF.	86	01	16
TERM.	88	01	15
No. OF EMPLOYEES	11		
NOMBRE D'EMPLOYÉS	R.W.		

1st

COLLECTIVE AGREEMENT

Between

VERSA-CARE LIMITED  
(ETOBICOKE)

(hereinafter called the "Employer")

and

ONTARIO NURSES' ASSOCIATION

(hereinafter called the "Association")

Expires January 15, 1988

SEP 20 1980

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the nurses covered **by** this Agreement. It provides the means for prompt settlement of grievances, and establishes salaries, hours of work, and other conditions of employment.
- 1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents.

ARTICLE 2 - RECOGNITION AND DEFINITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses employed by Versa-Care Limited, in a nursing capacity at 95 Humber College Blvd., in Metropolitan-Toronto, save and except Director of Resident Care, and persons above the rank of Director of Resident Care.
- 2.02 The word "**nurse**" or "**nurses**" when used in this agreement, shall mean nurses registered pursuant to the Health Disciplines Act, which nurses are within the bargaining unit.
- 2.03 A full-time nurse is a nurse who is committed to and regularly **works** four (4) or more tours per week.
- 2.04 A part-time nurse is a nurse who is committed to and regularly works three (3) tours or less per week.
- 2.05 A relief nurse is called into work on an on-call basis, but does not work a regular schedule or does so only for a specified period. Such nurse has the option of refusing **work** when it is made available to her.
- 2.06 Work normally performed **by** members of the bargaining unit shall not be contracted out. Reassignment to other employees of work normally performed by members of the bargaining unit, shall not result in the termination, layoff or reduction in hours of any member of the bargaining unit employed at the time of the reassignment.

ARTICLE 3 - ASSOCIATION SECURITY

- 3.01 The Employer shall deduct 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 dues from time to time. The Employer will send to the Ontario Nurses' Association, by the fifteenth (15th) of the following month, its cheque for the dues so deducted, along with a list showing the names and social insurance numbers of all nurses from whom dues deductions have been made. Dues from part-time nurses shall be deducted from the first shift worked in each month.

- 3.02 The Association shall indemnify and save the Employer harmless with respect to dues so deducted and remitted.
- 3.03 The Employer shall include the amount of dues deducted on the nurses' T-4 for income tax purposes.
- 3.04 The Employer agrees to provide a representative of the Association with fifteen (15) minutes, within the orientation program, in order to meet with newly hired nurses.

#### ARTICLE 4 - NO DISCRIMINATION

- 4.01 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, political or religious affiliation, or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.
- 4.02 There shall be no discrimination by the Employer or the Association against a nurse on account of membership or non-membership in, or activities on behalf of the Association, or by reason of exercising her rights under the Collective Agreement.
- 4.03 The Association and the Employer agree that there shall be no intimidation, interference or coercion exercised against any employee of the Employer by any of their representatives.

#### ARTICLE 5 - NO STRIKES AND LOCKOUTS

- 5.01 The Association agrees that there will be no strikes and the Employer agrees that there will be no lockouts during the term of this Agreement. The terms "strike" and "lockout" shall bear the meaning given them by the Ontario Labour Relations Act. RSO 1980 as amended.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Association acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the nursing home.
- (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations from time to time. Prior to the alteration, the Employer will first discuss such changes with the Association, and allow representation by the Association.
- (c) To hire, discharge, transfer, layoff, recall, promote, demote, assign areas of responsibility, suspend or otherwise discipline nurses for just cause, provided that a claim of transfer, promotion or demotion contrary to the terms of this Agreement or a claim that a nurse has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- (d) To have the right to plan, direct, and control the work and direction of nurses and the operation of the nursing home. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules, the planning or splitting **up** of departments, and the increase or reduction of personnel in a particular area or overall.
- (e) To exercise those rights, power, functions of authority which are not specifically abridged or modified by this Agreement.

6.02 The Employer will not exercise these rights in a manner inconsistent with the provisions of this Agreement.

ARTICLE 7 - ASSOCIATION REPRESENTATION

- 7.01 The Employer will recognize the following representatives from the bargaining unit:
- (a) Two (2) negotiating representatives whose duties it shall be to negotiate renewal agreements.
  - (b) Two (2) grievance representatives who shall be responsible for the handling of all grievances.
  - (c) A nursing committee which shall be composed of equal representation from the Association and Employer. It shall be the function of the committee to discuss matters of mutual concern. Meetings may be called at the request of either party, upon reasonable notice and such notice shall include a reference to the matters proposed to be discussed. Topics for discussion shall not include matters which are the concern of the negotiating or grievance representatives and such discussions shall be conducted without prejudice to the rights of the parties under this Agreement.
- 7.02 The Association will provide the Employer with the names of its representatives and any changes thereto.
- 7.03 As far as it is possible, all Association business will be carried on outside of the regular working hours of those nurses involved in such business. However, if it appears necessary that a representative must leave her regular duties for a short period of time in order to attend to Association business in the Home, she must first obtain the permission of her supervisor. Such permission will not be unreasonably withheld. Upon the completion of her business, the representative will report to her supervisor, and then return to her regular duties.
- 7.04 The Association committees shall have the right to have the assistance of an Association representative from outside the employment of the Home.
- 7.05 Members of the Grievance Committee, the Nursing Committee, and Negotiating Committee will be paid the regular rate of pay for all time used during their regular scheduled hours of work in attending meetings, up to and including conciliation, and fulfilling other duties directly related to their responsibilities as Committee members.

7.06 Joint Health & Safety Committee

The Employer agrees that there shall be a joint occupational health and safety committee that will operate in accordance with the requirements of the Occupational Health and Safety Act. RSO 1980.

ARTICLE 8 - COMPLAINTS AND GRIEVANCE PROCEDURE

8.01 Should any dispute arise between the Employer and a nurse, or between the Employer and the Association, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, an earnest effort shall be made to settle such differences within ten (10) days of the occurrence. The nurse shall first discuss the complaint informally with the Director of Resident Care at the first opportunity prior to proceeding to Step 1.

Step No. 1

If further action is to be taken, then within ten (10) days of the discussion, the nurse, who may request the assistance of her nurse representative, shall submit the written grievance to the Administrator. A meeting will be held between the parties within ten (10) days. The Administrator shall give a written decision within ten (10) days of the meeting.

Step No. 2

Should the Administrator fail to render his decision or failing settlement of any grievance under the foregoing procedure, including any question as to whether a matter is arbitrable, the grievance may be referred to arbitration by either party. If no written notice of intent to submit the matter for arbitration is received within ten (10) days after the decision under Step No. 1 is received, the grievance shall be deemed to have been settled or abandoned.

8.02 A written grievance will indicate the nature of the grievance and the remedy sought by the grievor.

8.03 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should a grievance not be submitted within the various time limits specified in this Agreement, unless mutually extended, the Employer or the Association will not be obliged to consider it and the

same shall expire and shall not be further considered nor the subject of a further grievance.

8.04 Saturday, Sunday and designated paid holidays shall not be counted in determining the time within which any action is to be taken or completed under the grievance procedure.

8.05 In all steps of this grievance procedure an aggrieved nurse, if she so desires, may be accompanied by or represented by her nurse representative. At Step 1 of the grievance procedure a representative of the Ontario Nurses' Association may be present at the request of either party.

8.06 Group Grievance

Where it appears that two or more nurses have the same grievance or the same type of grievance, the Association may process the grievances simultaneously and consecutively at all levels of the grievance procedure.

8.07 Any grievance which has been disposed hereunder or settled between the Employer, the Association or the nurse or nurses concerned shall be final and binding upon the Employer, Association and nurse(s) involved.

8.08 Discharge Grievance

A nurse shall only be discharged from the employment for just cause, except that a nurse who has not completed the probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be taken **up** as a grievance.

8.09 Such grievance shall proceed directly to Step No. 1 of the grievance procedure and must be presented in writing, dated and signed within five (5) days following the discharge.

8.10 If a nurse is to be reprimanded or disciplined, she may have a nurse representative present if she so requests.

8.11 Policy Grievance - Association Grievance

The Association may institute a grievance alleging a general misinterpretation or violation of this Agreement by the Employer by submitting a written grievance at Step No. 1 within twenty (20) days after the circumstances have occurred. This clause may not be used to institute a grievance affecting a nurse(s) which such nurse(s) could themselves initiate, bypassing the grievance procedure,



unless the Nurse(s) have refused to file a grievance within the prescribed time limits, after being requested to file by the Association, and the alleged grievance directly affects the interest of other nurse(s). This section shall not apply to disciplinary grievances or application of competitive clauses under this Agreement.

8.12 Policy Grievance - Employer Grievance

The Employer may institute a grievance alleging a general misinterpretation or violation by the Association or any nurse by filing a written grievance with the Secretary of the Local Association, with a copy to the Employment Relations Officer within twenty (20) days after the circumstances have occurred. A meeting will be held between the parties within ten (10) days. The Association shall reply within ten (10) days after the meeting, and failing settlement, the matter may be referred to arbitration.

ARTICLE 9 - ARBITRATION

- 9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Ministry of Labour for Ontario, upon the request of either party.
- 9.02 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 9.03 The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern.

- 9.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 9.05 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. The Board of Arbitration may make such decision as it may, in the circumstances, deemed just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.
- 9.06 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it nor shall have any practices or customs become binding unless reduced to writing by the Association and the Employer.
- 9.07 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own arbitrator and one-half of the expenses and fees of the Chairman.
- 9.08 The parties may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.

**ARTICLE 10 - SENIORITY**

- 10.01 Seniority is the ranking of nurses in accordance with their continuous length of employment from the date of last hire.
- 10.02 A seniority list shall be posed yearly by January 31st. A copy will be forwarded to the Secretary of the Local. Seniority for part-time nurses shall be expressed in the number of tours worked since the date of last hire.
- 10.03 (a) A newly-hired full-time nurse must complete a probationary period of four hundred and fifty (450) hours worked.
- (b) A newly-hired part-time nurse must complete a probationary period of four hundred and fifty (450) hours worked or a period of six (6) months, whichever occurs first.
- (c) A newly-hired relief nurse must complete a probationary period of three hundred and sixty (360) hours worked.

10.04 Part-time and relief nurses shall accumulate seniority on the basis of one year's credit for each two hundred (200) tours worked.

10.05 A nurse shall lose all seniority and be deemed terminated if she:

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) fails to advise the Employer of her intention to return to work within seven (7) days or fails to report to **work** within fourteen (14) days (unless the latter period is mutually extended after being notified by registered mail by the Employer following layoff);
- (e) is laid off for more than fifteen (15) calendar months;
- (f) fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless a satisfactory reason is given;
- (g) is absent from work for more than twenty-four (24) calendar months while in receipt of Workers' Compensation **as** a result of injury or illness incurred while in the employment of the Employer;
- (h) retires.

10.06 Seniority shall be retained and accumulated when a nurse is absent from **work under** the **following conditions**:

- (a) approved leave of absence with pay
- (b) when in receipt of illness allowance
- (c) when in receipt of Workers' Compensation (for up to fifteen (15) months) as a result of injury or illness incurred while in the employment of the Employer
- (d) while a nurse is on parenting leave

(e) approved leave of absence without pay not being in excess of twenty (20) regularly scheduled shifts or four (4) weeks in the calendar year whichever is the shorter.

10.07 Seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions:

(a) approved leave of absence without pay in excess of twenty (20) regularly scheduled shifts or four (4) weeks in a calendar year, whichever is the shorter

(b) when laid off due to a reduction in the nursing staff for a period of up to fifteen (15) calendar months

(c) when in receipt of Workers' Compensation as a result of injury or illness incurred while in the employment of Employer for a period over fifteen (15) months and up to twenty-four (24) calendar months

(d) when absent on account of accident or illness and not in receipt of illness allowance.

10.08 In all cases of transfer or promotion, the following factors shall be considered:

(a) qualifications, **skill**, ability and experience;

(b) seniority

Where the factors in (a) are relatively equal, (b) shall govern. Upon request of the senior applicant, if she is refused the position, she shall be given the reasons for her refusal orally or in writing.

10.09 (a) In the event that a reduction of the nursing force is required, the Employer agrees that seniority will govern layoffs provided that the remaining nurses are able to satisfactorily perform the available work. Nurses shall be recalled to positions in the bargaining unit in the reverse order of layoff provided they are able to satisfactorily perform the available work. Layoffs and recalls shall be effected in the following manner.

(b) In the event of a layoff, the seniority of a nurse within the full-time unit will govern the layoff within such unit, subject to the provisions of subparagraph (a). If a full-time nurse is to be

laid off, she shall be given the opportunity to work within the part-time unit and if she wishes to accept part-time employment, the part-time nurse having less seniority and the least seniority within the part-time unit will be laid off. In the event of recall within the full-time unit, the full-time nurse who has accepted part-time employment will be recalled to the full-time unit, and the part-time nurse who was laid off will then be recalled to the part-time unit if there is also a recall in the part-time unit.

- (c) In the event of layoff, such will be effected so as to disturb the regularly scheduled working hours of the least number of staff within the classification.
- (d) All part-time and full-time nurses who still retain seniority and are on layoff will be given job opportunity in the full-time and part-time bargaining units before any new nurse is hired into either bargaining unit.
- (e) The Employer agrees to give notice of layoff as follows:
  - (i) in the event of a probationary nurse, no notice of layoff shall be required.
  - (ii) in the event of a layoff of a nurse with up to two (2) years seniority, the Employer agrees to give two (2) weeks notice of layoff.
  - (iii) in the event of layoff of a nurse with two (2) years or more seniority, the Employer agrees to give the notice of layoff required by the Employment Standards Act.

10.10 In the event of a proposed layoff of a permanent or long term nature, the Home will:

- (a) Provide a Local Association with no less than thirty (30) days' notice of such layoff, and a copy shall be sent to the Employment Relations Officer.
- (b) Meet with the Local Association through the nursing committee and review the following:
  - (i) the reason causing the layoff;

(ii) the method of implementation, including the areas of cutback and the nurses to be laid off.

10.11 All seniority, illness, vacation and other credits obtained under this Agreement shall be retained and transferred with the nurse when she is re-classified from full-time employment to part-time employment and from part-time employment to full-time employment, based on two hundred (200) tours worked as part-time equaling one (1) year full-time and vice-versa.

#### ARTICLE 11 - JOB POSTING

11.01 A vacancy in the bargaining unit shall be posted for fourteen (14) calendar days. The posting shall stipulate the hours of work, qualifications and the classification.

11.02 Until a vacancy is filled, the Employer may fill the vacancy on a temporary basis.

11.03 Applicants for posted positions must apply in writing to the Director of Resident Care.

11.04 If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit.

#### ARTICLE 12 - ORIENTATION AND INSERVICE

##### 12.01 Orientation

The following minimums are to be observed in the orientation/familiarization of a newly hired nurse:

- (a) she is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily route of nurses in the Home;
- (b) the period of orientation/familiarization shall be up to five (5) days on the day tour, and if the nurse is employed to work on another tour, she will also receive two (2) tours of orientation / familiarization on the tour she is to work;
- (c) she shall be an additional nurse to the usual staffing pattern;
- (d) the nurse(s) involved in the orientation / familiarization will confirm that it has been

completed, and this will be noted on the newly hired nurse's personnel file, which will be reviewed with such nurse and the nurse shall also be able to comment.

- (e) she shall not be placed in charge until she has been fully oriented to the Home and to the area where she will be working.
- (f) nurses recalled from lay-off under Article 10.09 and nurses whose probationary periods have been extended under Article 10.03, and nurses who transfer from part-time (including relief) to full-time or vice-versa may be provided any orientation determined necessary by the Employer. A request by such a nurse for orientation shall not be unreasonably denied.

12.02 Inservice Education

- (a) The inservice Education Program will be continued and input may be given through the Nursing Committee.
- (b) When a nurse is required by the Employer to attend an inservice program she shall be paid for all time spent in attendance at her regular straight time rate of pay. If such inservice occurs outside the nurse's regular scheduled hours which she is required by the Employer to attend, the nurse shall be paid for all time in attendance at her regular straight time rate of pay. Such time in attendance at inservice shall not count towards calculation of overtime payment.

ARTICLE 13 - EMPLOYEE FILES

- 13.01 In the event that it is deemed necessary to suspend or discharge a nurse, the Employer shall, within five (5) days thereafter, give written particulars of such discipline to the nurse involved with a copy to the Association Representative at the facility.
- 13.02 Any letter of reprimand, suspension, or other sanctions excluding incident reports will be removed from a record of a nurse eighteen (18) months following the receipt of such letter provided that the nurses' record has remained discipline free for one (1) year.
- 13.03 (a) Upon request, a nurse shall receive a signed copy of her evaluation.

- (b) When, as a result of a formal review of a nurse's performance, the performance of a nurse judged to have been unsatisfactory, the nurse concerned will be given the opportunity to sign and review the form in question, to indicate that its contents have been read.
- (c) Upon request having given reasonable notice, a nurse may review his or her personal file in the presence of her supervisor.

**ARTICLE 14 - LEAVE OF ABSENCE**

14.01 The Administrator may grant a leave of absence for personal reasons, provided that at least two weeks' written notice is given, unless impossible. Nurses applying for such leave shall indicate the proposed date of departure and return. Such leaves shall not be unreasonably withheld.

**ARTICLE 15 - COMPASSIONATE LEAVE**

- 15.01 When a death occurs in the immediate family of a nurse, the nurse shall be granted leave up to a maximum of three (3) consecutive days without loss of pay up to and including the day following the date of the funeral, provided that the nurse must be regularly scheduled to work such days to receive pay.
- 15.02 Immediate family shall be defined as the nurse's: father, mother, father-in-law, mother-in-law, husband, wife, common-law spouse, son, daughter, brother, sister, brother-in-law, sister-in-law, legal guardian, grandmother, grandfather, grandchildren and daughter-in-law and son-in-law.
- 15.03 A nurse will not be eligible to receive payment under the terms of compassionate leave for any period in which she is receiving any other payments, for example: holiday pay, vacation pay, or sick pay.
- 15.04 Part-time and relief nurses shall be eligible for pay for compassionate leave.



ARTICLE 16 - PARENTING LEAVE

16.01 Leave of absence for pregnancy without pay will be granted subject to the following conditions:

- (a) A nurse who is pregnant shall be entitled to a leave of absence of at least 17 weeks or such shorter period as the nurse may request, commencing during the period of 11 weeks immediately preceding the estimated day of her delivery. The nurse shall give her Employer two (2) weeks advance notice in writing unless impossible, and furnish the employer with a medical certificate stating the estimated day upon which delivery will occur.
- (b) The nurse must have at least 10 months continuous service with the Employer prior to the beginning of the leave of absence.
- (c) The nurse shall give at least two (2) weeks notice of her intention to return to work. Where the actual delivery date is later than the estimated delivery day, the leave of absence shall not end before the expiration of six weeks following the actual delivery date. The nurse may request to shorten the duration of the leave of absence upon giving the employer one week's notice of her intention to do so and furnishing the Employer with a medical certificate stating that she is able to resume her work.
- (d) The Employer may require the nurse to commence such a leave of absence at such time as the performance of her work is materially affected by the pregnancy.
- (e) A nurse who does not apply for leave of absence under subparagraph (a) and who is otherwise entitled to pregnancy leave thereunder, shall be entitled to and shall be granted leave of absence in accordance with subparagraph (a) upon providing the Employer, before the expiry of 2 weeks after she ceased to work, with a medical certificate stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (f) A nurse who intends to resume her employment on the expiration of the leave shall so advise the Employer when she requests the leave of absence, and on her return to work, the Employer shall reinstate the nurse to her position and shift, or provide her with

alternative work of a comparable nature at the same salary at the time her leave of absence began, and without loss of seniority or benefits accrued to the commencement of the leave of absence; provided however that while a nurse is on maternity leave, seniority shall be accumulated except for the purposes of advancement on the salary grid.

- (g) In the event that there has been a layoff while a nurse has been on maternity leave, it is agreed that on the expiration of the leave of absence, the reinstatement of the nurse will be subject to the provisions of paragraph 10.09.
- (h) The leave of absence for pregnancy shall be extended at the request of the nurse for up to a total of six (6) months provided that any request for such extended leave be given either at the time the leave of absence is applied for, or a minimum of four (4) weeks prior to the nurse's scheduled return date. On return to work following pregnancy leave, a nurse will be reinstated to her former shift, subject to the provisions of paragraph 10.09.
- (i) Additional leave may be granted as per Article 14.01.
- (j) While on maternity leave, credits from income protection cannot be used.
- (k) Nurses on such leave of absence will continue income protection accumulation only to the end of the month in which leave commences. The employer shall pay his share of the Health and Welfare benefits for the calendar month in which the leave commences and in the month immediately following.

16.02 Other than as specified in subparagraph (k) above, the provisions of Article 19 apply to maternity leave.

16.03 (a) An employee who has completed ten (10) months of continuous service shall, upon her written request, be granted adoption leave. Such leave shall be without pay, benefits and accrual of benefit credits. Such leave shall not exceed **six** (6) months following the date of adoption. The written request for such leave shall be submitted and indicate the intended date of return to the employer when the employee received approval of the adoption application. A copy of such approval is also required with the application for adoption leave.

- (b) For the purposes of adoption leave (16.03), the provisions under 16.01 (f), 16.01 (g), 16.01 (h), 16.01 (i), 16.01 (j) and 16.01 (k) shall also apply.

ARTICLE 17 - PROFESSIONAL & EDUCATIONAL LEAVES

- 17.01 Leave of absence with or without pay may be granted to nurses at the discretion of the Employer, to attend professional and educational meetings, courses or other events which may be judged beneficial to the nurse's professional development, especially as it relates to her responsibilities with the Employer.

ARTICLE 18 - ASSOCIATION LEAVE

- 18.01 Upon written request, leave of absence without pay shall be granted to nurses for Association business in accordance with the following provisions. Permission for such leave will not be unreasonably withheld.
- 18.02 Leave of absence will be granted according to the following:
- (a) no more than two (2) nurses shall be on leave at any one time.
  - (b) the aggregate total shall not exceed thirty-five (35) days in any calendar year.
  - (c) the Employer shall not be responsible for overtime payment for any nurse who may be required to work in place of another nurse who is absent on Association business.
  - (d) the Association will give at least three (3) weeks written notice when possible.
  - (e) such leave shall not unduly affect the operation of the Home.
- 18.03 Leave of Absence for Nurses on the Board of Directors of the Ontario Nurses' Association

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 without pay up to a total of fifty (50) days annually. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leave of absence. Leave of absence for board

members of the Ontario Nurses' Association will be separate from the Association leave provided in 17.01 above.

18.04 Leave of Absence for the President of the Ontario Nurses' Association

A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted, upon request, leave(s) of absence without loss of seniority and benefits up to one (1) year. During such leaves of absence, salary and benefits will be kept whole by the Employer, and the Association agrees to reimburse the Employer for such salary and Employer contributions to benefits. The nurse agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office. The Employer agrees that, upon thirty (30) days of receipt of written notice from the Ontario Nurses' Association of change of its constitution to extend the term of the President from one (1) year to two (2) years, then the above stated leave will be extended to two (2) years.

18.05 The Employer agrees to keep the pay whole for all nurses on Association leave and will bill the Association for such salary loss.

ARTICLE 19 - LEAVE OF ABSENCE RULES

19.01 Where any leave of absence without pay exceeds thirty (30) consecutive calendar days:

(a) the Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.

(b) if the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the nurse, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence.

19.02 Benefits will accrue from the date of return to employment following such leave of absence. No nurse will accumulate seniority, illness allowance or earned vacation, nor will other benefits be paid or accrue while on leave of absence unless otherwise stated, but seniority established at the point of leave will be reinstated on return to work. While a nurse is on unpaid maternity leave, seniority will

be accumulated except for the purposes of advancement on the salary grid.

- 19.03 In the case of unpaid leaves of absence in excess of thirty (30) consecutive calendar days, the nurse's increment date shall be adjusted by the length of the leave in excess of that period.
- 19.04 Nurses shall not be entitled to holidays with pay which may fall during the period of leave of absence.

**ARTICLE 20 - HEALTH PROGRAMME**

- 20.01 Where a medical examination is required to comply with a statute, a nurse may chose her personal physician.
- 20.02 The Employer will provide adequate changerroom, washroom, locker, and lounge facilities.

**ARTICLE 21 - PAID HOLIDAYS**

- 21.01 Nurses shall receive the following paid holidays:

New Year's Day	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

- 21.02 Holiday pay will be computed on the basis of the number of hours the nurse would otherwise work, had there been no holiday at her regular rate of pay.
- 21.03 In order to qualify for holiday pay, a nurse must work her scheduled shift immediately preceding and immediately following the holiday, except where the nurse is absent due to illness or approved leave of absence.
- 21.04 A full-time nurse who works on any of the foregoing holidays, shall be paid at the rate of time and a half her applicable hourly rate of all hours worked on such holiday. In addition, she will receive a lieu day off with pay within thirty (30) days on either side of the holiday, at a mutually agreeable time. In the event of no agreement on scheduling of the lieu day, the Employer will pay the nurse for the day.

- 21.05 If any of the foregoing holidays occur during a full-time nurses' day off or vacation period, the above lieu day provisions apply.
- 21.06 The Employer will endeavour to arrange for paid holidays to be divided equitably among the nurses in the Home, unless mutually agreed otherwise.
- 21.07 A tour that begins or ends during the twenty-four (24) hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed to be performed on the holiday for the full period of the tour.
- 21.08 When a nurse is scheduled off on a Saturday and Sunday prior to a Monday statutory holiday, she shall be scheduled off on the holiday as well.
- 21.09 When a nurse is scheduled to work on a Saturday and Sunday prior to a Monday statutory holiday, she shall be scheduled to work on the holiday as well.

#### ARTICLE 22 - VACATIONS

22.01 For the purpose of calculating eligibility, the vacation year shall be from January 1 of any year to December 31 of that year.

#### 22.02 Scheduling

Vacation schedules shall be posted by the date established in each Home. Nurses shall arrange vacation with the Employer on an individual basis, at a mutually agreeable time. Where more nurses request the same period of vacation than staffing permits, then seniority shall be the deciding factor. The parties agree that the proper operation of the Home will be considered at all times.

22.03 Requests for vacation shall not be unreasonably and/or arbitrarily withheld.

22.04 Vacations are not cumulative from year to year and all vacations must be taken by December 15 following the December 31 cut-off date. Nurses may not waive a vacation and draw double pay.

#### 22.05 Illness During Vacation

Where the nurse's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation

period, the period of such illness shall be considered sick leave provided that the nurse provides satisfactory documentation of the hospitalization. Where the nurse's scheduled vacation is interrupted due to a serious illness requiring the nurse to be an in-patient in a hospital, the period of such illness shall be considered sick leave provided that the nurse provides satisfactory documentation of the hospitalization. The portion of the nurse's vacation which is deemed to be sick leave under the above provisions will not be counted against the nurse's vacation credits.

- 22.06 Nurses who have not completed one year of service as of the December 31 cutoff date will be granted one and one-quarter (1-1/4) days vacation for each month of service. Vacation pay for such nurses will be six percent (6%) of gross earnings during the vacation year.
- 22.07 Nurses with one year of service on or before December 31 of the current year shall receive fifteen (15) days vacation. Vacation pay for such nurses will be six percent (6%) of gross earnings for the vacation year.
- 22.08 Nurses with three (3) years service on or before December 31 of the current year shall receive twenty (20) days vacation. Vacation pay for such nurses shall be eight percent (8%) of the gross earnings for the vacation year.
- 22.09 Nurses with fifteen (15) years service on or before December 31 of the current year shall receive twenty-five (25) days vacation. Vacation pay for such nurses shall be ten percent (10%) of the gross earnings in the vacation year.
- 22.10 When a nurse's employment is terminated for any reason, payment for vacation earned but not taken will form a portion of such nurse's termination pay.
- 22.11 By May 1st, the vacation schedule shall be posted. No changes shall be allowed in the schedule except upon consent of the nurses affected and the Employer.

Nurses who are on vacation shall not be called into work unless the nurse has indicated that she is willing to work during this period of time prior to leaving on vacation.

- 22.12 For the purposes of this section, the number of days vacation shall be considered working days. Part-time nurses shall receive a pro-rated vacation time entitlement, based upon the number of days regularly worked in a normal work week.

- 22.13 Prior to leaving on vacation, nurses will be **paid** their vacation pay and shall be advised **as** to the date and time on which to report to work following vacation.
- 22.14 The Employer agrees that nurses may take their accumulated vacation entitlement in advance of the December 31st cut-off date provided that her previous year's vacation entitlement has already been taken. Such advancement of vacation shall be subject to the efficient operations of the nursing home and shall not conflict with any other nurse's normal vacation period. Any overpayment of advance vacation may be recovered by the Employer.

**ARTICLE 23 - EMPLOYEE BENEFITS**

- 23.01 Effective on the first full calendar month following the date of the arbitration award, or as soon as practical thereafter, the Employer will implement and/or upgrade benefit plans for full-time employees, as follows:
- (a) 100% of the billed rate of O.H.I.P. premiums.
  - (b) 100% of the premium cost of \$30,000 life insurance.
  - (c) 100% of the premium cost of \$30,000 Accidental Death and Dismemberment coverage.
  - (d) 100% of the premium for Extended Health Care, \$10/\$20 deductible no co-insurance including semi-private hospital coverage.
  - (e) 50% of the premium cost for a dental plan, (equivalent to Blue Cross #9) based on the O.D.A. Fee Schedule for 1988.
- 23.02 Subject to any conditions in the plans themselves, coverage **should** begin on the first day of employment for all plans.
- 23.03 The Employer shall continue to pay the premiums for benefit plans for nurses who are on paid leave of absence or Workers' Compensation or at any time when salary is received. Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment. It is understood that the obligation of the Employer to pay the aforesaid benefits while on Workers' Compensation shall continue only so long as the employment relationship between Employer and employee continues.



23.04 The Employer shall make available to each nurse and the Association a copy of the information booklets for those insurance programs defined in the Collective Agreement. Upon request, the Association shall be provided with a current copy of the Master Policies, it being understood that any problems regarding payments by the insurance carriers are between the employee and the insurer.

ARTICLE 24 - INCOME PROTECTION

24.01 This program will be implemented for full-time employees as soon as feasibly possible following the arbitration award with past service recognized for current employees.

24.02 Short Term Protection

In the event of illness, employees will advise their supervisors as soon as possible. Income continuation shall be paid by the Employer based on the following schedule:

<u>Service</u>	<u>Weeks at Normal Pay</u>	<u>Weeks at 2/3 Pay</u>
Less than Three Months	2	--
Three Months but less than One Year	4	13
One Year but less than Two Years	6	11
Two Years but less than Three Years	8	9
Three Years but less than Four Years	12	5
Four Years and over	17	--

Sick pay for employees who work less than seventy-five (75) hours per pay period will be based on the hours that the employee normally works.

If an employee completely recovers and returns to work for two or more weeks, or does not completely recover but returns to work for at least a month; a reoccurrence of the same illness or disability will be considered separate and unrelated. In this case, the above schedule would be reinstated.

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

24.03 Unemployment Insurance Benefits

Sick pay coverage from the 18th to 32nd week of total disability is provided by the Unemployment Insurance Illness Benefit-available-through your local U.I.C. office. Note that the 2-week waiting period under U.I.C. rules is waived.

24.04 Long Term Disability

Effective after 6 months of employment, the employee will pay 100% of the premium to provide a long term disability plan which pays 66-2/3 of an employee's regular monthly earnings to a maximum of \$3,500 per month, following a qualifying period of 225 days.

ARTICLE 25 - BULLETIN BOARDS

25.01 The Employer shall provide to the Association, adequate bulletin board space in such place so as to inform all nurses in the bargaining unit of the activities of the Association. No notice shall be posted without the prior consent of the Administrator of the nursing home.

ARTICLE 26 - HOURS OF WORK

- 26.01 Normal hours of **work** for a full-time nurse are not a guarantee of work per day or per week or a guarantee of days of work per week.
- 26.02 The hours of work shall consist of seventy-five (75) in a bi-weekly pay period and the work shifts shall be seven and one-half (7-1/2) consecutive hours, exclusive of meal periods.
- 26.03 The meal period shall be at least a one-half (1/2) hour and not more than one (1) hour's duration to be scheduled by the Employer, during a nurse's shift.
- 26.04 There shall be a paid fifteen (15) minute break period during each half shift at times designated by the Employer.
- 26.05 This article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Association and the Employer.

## ARTICLE 27 - OVERTIME

- 27.01 Overtime shall be paid for all hours worked over seven and one-half (7-1/2) hours in a shift and seventy-five (75) hours bi-weekly at the rate of one and one-half (1-1/2) times the nurse's regular rate of pay provided that all such overtime is authorized by the Director of Care. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization is not required.
- 27.02 Full-time nurses called in to work on their scheduled day off, where a mutually agreeable alternate day off is not scheduled, shall be paid overtime rate for hours required to be on duty, provided that such nurse is normally required to work seventy-five (75) hours in a bi-weekly pay period.
- 27.03 Part-time nurses will be paid overtime for hours worked in excess of seven and one-half (7-1/2) hours per shift. A part-time nurse who is called in to work on a scheduled day off will qualify for overtime only if she works in excess of seventy-five (75) hours in a bi-weekly pay period.
- 27.04 Time less than fifteen (15) minutes per day shall not be counted as overtime. Where, however, overtime is payable, payment shall include the first fifteen (15) minutes.
- 27.05 There shall be no pyramiding of any premium pay.
- 27.06 A nurse will be paid two times her applicable hourly rate for work performed on an overtime basis on any day that she is receiving payment at the rate of time and one-half.

## ARTICLE 28 - MINIMUM REPORTING ALLOWANCE

- 28.01 If a nurse reports for work at the regular time and no work is available, such nurse will be paid a minimum of four (4) hours' pay at her regular rate, provided that the nurse has not been previously notified not to report, either orally or by message left at her residence.
- 28.02 This article does not apply to nurses returning to **work** without notice after a scheduled absence.

## ARTICLE 29 - CALL-BACK GUARANTEE

- 29.01 When a nurse is required to work outside of her regular hours, the minimum payment will be equivalent to four (4) hours work or time and one-half (1-1/2) of her applicable hourly rate for hours worked, whichever is greater. Where the hours worked are continuous with the commencement of

her regular shift, the minimum payment will not apply and she shall receive payment at the rate of time and one-half (1-1/2) for the hours worked prior to the commencement of her regular shift.

29.02 No nurse will be assigned to be on-call.

**ARTICLE 30 - WORK SCHEDULES**

- 30.01 The Employer shall post work schedules at least two weeks prior to the effective date of the schedule.
- 30.02 Requests for specific days off shall be submitted to the Supervisor two (2) weeks prior to the posting.
- 30.03 Requests for change in posted work schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or shifts and are subject to the discretion of the Director of Resident Care. In any event, it is understood that such a change initiated by the nurse and approved by the Employer shall not result in overtime compensation or payment, or any other claims on the Employer by any nurse under the terms of this Agreement.
- 30.04 If a nurse's request for time off or exchange of shifts results in a conflict with the provisions of this article, the said request and the granting of such shall not be a violation of this Agreement.
- 30.05 A nurse may be required to work for more than five (5) consecutive days to provide for days off on a consecutive rotation basis of four (4) days off bi-weekly and shall be taken on such days as shall be specified by the Employer. The Employer to the best extent possible, shall arrange shift schedules such that a nurse is not scheduled to work for more than seven (7) consecutive days. The Employer may switch scheduled days off to accommodate an emergency situation, provided the switch is mutually agreed with the nurses affected.
- 30.06 Nurses may be required to rotate over three (3) shifts as necessary. A nurse requesting specific shifts on a permanent basis may be granted such request when possible.
- 30.07 The shift commencing at or about midnight, shall be considered the first shift of each working day. A shift shall be deemed to be entirely within the calendar day in which the majority of hours all regardless of what calendar day the shift commenced.

- 30.08 At least fifteen and one-half (15-1/2) hours time off shall be scheduled between shifts or change over of shifts. A shorter period of time between shifts or change over of shifts may be scheduled by mutual consent.
- 30.09 The Employer shall endeavour to arrange shifts so that each nurse shall have a weekend off every second week.
- 30.10 The Employer shall endeavour to provide at least five (5) consecutive days off at either Christmas or New Years.
- 30.11 Nurses on permanent tours, as of the date of the arbitration award will not be rotated without their consent except for the purposes of instruction, emergencies or when regular employees on other tours are not available.

ARTICLE 31 - LEAVES OF ABSENCE

31.01 Jury and Witness Duty

- (a) A nurse required to serve on jury duty, or as a witness of the Crown, or as a witness at an inquest, or as a witness in a case arising out of her employment, or as a witness at a hearing of the College of Nurses of Ontario, shall have her regular salary maintained. The nurse will reimburse the Employer for fees received, less expenses, in any of the above instances.
- (b) A nurse will normally come to work during those regularly scheduled hours that she is not required to attend court. In the event that a nurse is scheduled other than a day shift, she shall not be required to attend at a hearing and then report for duty the same day.
- (c) The nurse shall notify the Director of Resident Care as soon as possible, when required to serve under any of the above circumstances.

ARTICLE 32 - JOB CLASSIFICATION & WAGE RATES

- 32.01 Full-time nurses shall be classified and paid in accordance with Schedule "A" which is attached hereto and forms part of this Collective Agreement.

32.02 Part time and relief nurses will be paid on the following basis:

$$\frac{\text{Monthly Rate in Schedule "A"}}{260} \times 12 = \text{Daily Rate}$$

plus 8% of the daily rate in lieu of all benefits except vacations, paid holidays, compassionate leave, professional and education leave, jury and witness duty, reporting allowance, callback guarantee, shift differential, responsibility allowance, overtime and salaries.

32.03 (a) Individual salary increases for full-time Registered Nurses resulting from seniority levels shall be implemented as of the nurses' anniversary date. The anniversary date shall be adjusted forward if necessary to account for levels of absence or other absences under which seniority accumulation is suspended.

(b) Individual salary increases for part-time and relief Registered Nurses will be given on the basis that two hundred (200) worked tours equal one year. (Tours worked to be defined as tours paid for by the Employer).

32.04 Effective May 26, 1989 the Employer will recognize recent related experience on the basis of one (1) annual increment for each two (2) years of service up to a maximum of five (5) increments. It shall be the responsibility of a newly hired nurse to provide reasonable proof of recent and related experience in order to be considered for a salary increment and if she fails to do so, she shall not be entitled to recognition. The Employer will inform the newly hired nurse of this requirement in the Collective Agreement.

### ARTICLE 33 - PAYDAYS

33.01 Paydays will continue as in present practise.

33.02 Upon termination, a nurse will be paid her final pay and her vacation pay on the regular payday.

### ARTICLE 34 - TOUR DIFFERENTIAL AND RESPONSIBILITY ALLOWANCES

The following provisions shall be implemented effective on the first full pay period following the date of the Arbitration Award:

- 34.01 A nurse who is designated in writing to relieve the Director of Nursing, shall be paid \$1.00 per hour for each hour so worked in addition to her regular rate of pay.
- 34.02 The Employer shall, where no supervisor is on duty, designate a nurse to be in charge on evenings, nights, and all shifts on weekends. Such nurse shall receive \$5.00 per shift in addition to her regular rate of pay.
- 34.03 A nurse shall receive shift differentials for all evening and night shifts worked at the rate of \$0.45 per hour in addition to her regular pay.

ARTICLE 35 - MISCELLANEOUS

- 35.01 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the context so requires. Where the singular is used, it may also be deemed to mean the plural.
- 35.02 Nurses are responsible to keep the Employer informed of her current address. Notice may be given personally or by prepaid registered post, or by telegram to the last address shown on the Employer's records and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.
- 35.03 Copies of the Agreement will be supplied to each nurse. The cost will be borne equally between the parties.

ARTICLE 36 - PROFESSIONAL RESPONSIBILITY

- 36.01 In the event that the Home 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 Nursing Committee within ten (10) calendar days of the alleged improper assignment. The Chairperson of the Nursing Committee shall convene a meeting of the Committee within twenty (20) 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 twenty (20) calendar days of the meeting of the Nursing 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 Home, and one (1) chosen from a panel of 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 set a date to conduct a hearing into the complaint, within twenty (20) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Assessment Committee shall report its findings, in writing, to the parties within twenty (20) calendar days following completion of its hearing.
- (b) (i) The list of Assessment Committee Chairpersons is attached.

The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.

- (ii) Each party will bear the cost of its own nominee, and will share equally the fee of the Chairperson, and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

#### ARTICLE 37 - TRANSFERS AMONG FACILITIES

37.01 The Employer agrees that employees may be permitted to transfer from one nursing home to another in the Province of Ontario for their own personal convenience and at their own expense, subject to the following conditions:

- (a) employees wishing to transfer must notify, in writing, the Administrator of the Home to which they would like to transfer, within thirty (30) days of leaving employment at the former Home. Such notice shall include the employee's qualification, present



position, scheduling preferences (if any), and when they would be available to commence work.

- (b) an applicant, who is permitted to transfer at the Employer's discretion from one nursing home to another as a result of this transfer procedure, will retain any seniority that she had previously accrued and the applicable wage rate shall be paid according to the position to which the employee transferred. For purposes of transfer, promotions, lay-offs and reductions in staff however, an employee so transferring will only be able to exercise home seniority.
- (c) this provision applies only to homes within the same employer and who are part of the Joint Bargaining group.

ARTICLE 38 - DURATION OF AGREEMENT

38.01 This Agreement shall remain in full force and effect until the 15th day of January 1988 and shall automatically be renewed from year to year thereafter unless either party notifies the other party in writing of termination or of proposed revision, additions or deletion of the Agreement or any of its provisions. Notification will be made within ninety (90) days prior to the termination of this Agreement, or in any year thereafter.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 3rd day of July, 1990.

ONTARIO NURSES' ASSOCIATION

VERSA-CARE LIMITED

Zmudwid  
Jan Duxter (Partner)  
 \_\_\_\_\_  
 \_\_\_\_\_

Joe Ogden  
Barbara Hall  
Richardson  
 \_\_\_\_\_  
 \_\_\_\_\_

SCHEDULE "A"

A. 01

(a) Registered Nurse Wage Rates (Full-Time)

Description		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
JAN 16/86	Annual	26,436.00	27,012.00	27,576.00	28,152.00	28,716.00	29,292.00	29,892.00	30,516.00
	Monthly	2,203.00	2,251.00	2,298.00	2,346.00	2,393.00	2,441.00	2,491.00	2,543.00
	Daily	101.70	103.88	106.05	108.30	110.48	112.65	114.98	117.38
	Hourly	13.56	13.85	14.14	14.44	14.73	15.02	15.33	15.65
JAN 1/87	Annual	28,320.00	28,944.00	29,544.00	30,156.00	30,768.00	31,380.00	31,920.00	32,688.00
	Monthly	2,360.00	2,412.00	2,462.00	2,513.00	2,564.00	2,615.00	2,660.00	2,724.00
	Daily	108.90	111.30	113.63	115.95	118.35	120.68	122.78	125.70
	Hourly	14.52	14.84	15.15	15.46	15.78	16.09	16.37	16.76
JULY 1/87	Annual	28,740.00	29,376.00	29,988.00	30,600.00	31,224.00	31,848.00	32,508.00	33,180.00
	Monthly	2,395.00	2,448.00	2,499.00	2,550.00	2,602.00	2,654.00	2,709.00	2,765.00
		110.55	112.95	115.35	117.68	120.08	122.48	125.03	127.65
	Hourly	14.74	15.06	15.38	15.69	16.01	16.33	16.67	17.02

(b) Registered Nurse Wage Rates (Part-Time)

Description	Start	200 Tours	400 Tours	600 Tours	800 Tours	1000 Tours	1200 Tours	1400 Tours
JANUARY 16, 1986	14.64	14.96	15.27	15.60	15.91	16.22	16.56	16.90
JANUARY 1, 1987	15.68	16.03	16.36	16.70	17.04	17.38	17.68	18.10
JULY 1, 1987	15.92	16.26	16.61	16.95	17.29	17.64	18.00	18.38

A.02 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 schedule, retroactive to the date of writing the registration examination, or to the date of last hire, whichever is later.

A.03 Retroactivity

All salaries are retroactive to January 16, 1986 and all nurses who receive any payment since-that date shall receive such retroactive payments as required.

LETTER OF UNDERSTANDING

**BETWEEN**

**ONTARIO NURSES' ASSOCIATION**

**AND**

**VERSA-CARE LIMITED**

The parties agree that the **roster** of Article 36 of the Collective Agreement shall consist of the following:

Ms. M. Belanger

Ms. M. Kutshcke  
Associate Professor  
Laurentian University

Ms. M.L. Pert  
Director of Nursing  
St. Joseph's Hospital  
Hamilton

Ms. D.W. Wylie