

SOURCE	Hosp
EFF.	9/1/0401
PERM.	93 1231
No. Of EMPLOYEES	11
NOMBRE D'EMPLOYÉS	11

COLLECTIVE AGREEMENT

between

**ST. JOSEPH'S HERITAGE (at its Bethammi Nursing Home)
(hereinafter referred to as the "Employer")**

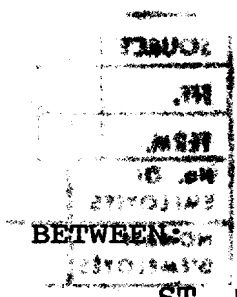
and

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

EXPIRY: DECEMBER 31, 1993

JUN 27 1994

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COLLECTIVE AGREEMENT

ST. 'JOSEPH'S HERITAGE (at its Bethammi Nursing Home)
(hereinafter referred to as the "Employer")

AND:

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

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 means for the settlement of grievances and the final settlement of disputes. It provides one of the ongoing means of communication between the Employer and the nurses covered by this Agreement. Salaries, hours of work and other conditions of employment contained in this Collective Agreement have been negotiated and agreed upon.
- 1.02 It is recognized that nurses and the Employer have the common objective of providing the best possible nursing and health care for the residents of Bethammi Nursing Home.

2 - DEFINITIONS

- 2.01 A "Registered Nurse" is a nurse who holds certification with the College of Nurses of Ontario in accordance with the Health Disciplines Act. A Registered Nurse is required to present to the Director of Resident Care or her designate before February 15th of each year her current Certificate of Competence. Such time shall be extended in exceptional circumstances. Failure to provide proof of certification by the above date (or extended date) shall result in the nurse being reverted to the salary status of Graduate Nurse. Reinstatement to the status of Registered Nurse shall be effective the first pay period following the date of presentation of proof of certification as above.
- 2.02 A "Graduate Nurse" is defined as a nurse who is a graduate of a program acceptable to the College of Nurses and is in the process of being certified by the College of Nurses of Ontario or is completing certification

requirements. This certification shall be completed within twenty-four (24) months following date of hire. The continued employment of a graduate nurse shall be in compliance with the Nursing Home Act. A graduate nurse shall notify the Employer of the results of the College of Nurses exam(s) she writes.

- 2.03 (a) A "regular part-time nurse" is a nurse who normally works an average of twenty-four (24) hours or less per week and who has made a commitment to be available for work on a regular pre-determined basis.
- (b) A regular part-time nurse who works more than twenty-four (24) hours per week as may be required by the Employer will not be thereby excluded from the bargaining unit while working more than twenty-four (24) hours per week.
- 2.04 (a) A "casual part-time nurse" is a nurse who works on a "relief" or "short-notice" basis whose hours of work may vary in length from day to day and week to week.
- (b) A casual part-time nurse who works more than twenty-four (24) hours per week as may be required by the Employer will not be thereby excluded from the bargaining unit while working more than twenty-four (24) hours per week.
- 2.05 "Administrator" as referred to in this Agreement shall mean the Administrator of Bethammi Nursing Home.
- 2.06 "Arbitration Board" shall mean a three-person Board of Arbitration as herein provided or a single Arbitrator selected by the Employer and the Association.
- 2.07 For the purpose of interpretation of this Agreement, the feminine gender shall mean and include the masculine gender and similarly the singular shall include the plural and vice versa as applicable.
- 2.08 "Nurse" as referred to in this Agreement shall only mean a nurse within the bargaining unit defined in Article 3.01.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Association as the bargaining agent of all lay registered and graduate nurses regularly employed for not more than twenty-four (24) hours per

week, in a nursing capacity, by St. Joseph's Heritage at its Bethammi Nursing Home in the City of Thunder Bay, save and except Unit Managers and persons above the rank of Unit Manager and employees in bargaining units for which any union held bargaining rights as of April 9, 1986.

- 3.02 All references to officers, representatives and committee members of the Association in this Agreement shall be deemed to mean officers, representatives and committee members of the Association's duly chartered Local who are employed by the Employer.
- 3.03 Work normally performed by members of the bargaining unit shall not be contracted out as long as a qualified bargaining unit nurse is available. Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, lay-off or reduction in regularly scheduled hours of any member of the bargaining unit employed at the time of the reassignment. This provision shall not apply to the ad hoc transfer of shifts or hours between full-time and part-time nurses.

ARTICLE 4 - RELATIONSHIP

- 4.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association, or by reason of exercising her rights expressly provided for under the Collective Agreement.
- 4.02 The Employer and the Association agree that in applying this Agreement, they will comply with the provisions of the Ontario Human Rights Code, the Employment Standards Act of Ontario and the Ontario Labour Relations Act.
- 4.03 Prohibition of Association Activities
- The Association agrees that neither it, nor its officers, agents, representatives or members, will engage in Association activities on Employer time or on Employer property except as authorized by this Agreement.

ARTICLE 5 - ASSOCIATION SECURITY

- 5.01 Deduction of Association Dues

It will be a condition of employment that all nurses sign and deliver to the Employer an authorization form for the deduction of the regular monthly Association dues or their equivalent on the form set-out in Appendix 1 to this Agreement.

5.02 Automatic Check Off

It will be a condition of employment for all nurses that amounts equivalent to regular Association dues will be deducted from their earnings and remitted to the Association and such deductions will commence with the first deduction date following the nurse's date of hire. No deductions shall be made in any month in which a nurse does not receive any pay from the Employer.

5.03 Remittance of Deductions

The Employer shall remit to the Provincial Secretary-Treasurer of the Association monthly by the fifteenth of the month following that in which the deduction was made the Association dues or the equivalent thereof so deducted along with the names, addresses and social insurance numbers of all nurses from whom there have been deductions as well as the names of nurses newly hired and terminated. A copy of the list of information will be sent to the Local Association. The Association shall indemnify and hold the Employer harmless with respect to all dues or the equivalent thereof so deducted and remitted with respect to any liability which the Employer might incur as a result of such deductions and remittances,

The Employer shall annually provide each nurse with a statement of dues deductions for income tax purposes, T-4 Supplementary Slip.

5.04 Interview of New Employees

It is agreed that a representative of the Association will be given an opportunity to interview each newly hired nurse during orientation and the Employer will cooperate with the Association in arranging this interview time during working hours. The interview time shall not exceed fifteen (15) minutes per nurse,

ARTICLE 6 - NO STRIKE, NO LOCKOUT

6.01 The Association agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts, so long as this Agreement continues to operate. The terms

"strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act, R.S.O., 1980, c. 228, as amended.

ARTICLE 7 - ANAGEMENT RIGHTS

- 7.01 The Association recognizes that the management of the Nursing Home and the direction of working forces are fixed exclusively in the Employer and shall remain with the Employer except as specifically limited by the provisions of this Agreement, and without limiting 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, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall, suspend, discharge or otherwise discipline nurses, provided (subject to Article 9.07) that a claim by a nurse of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine in the interest of efficient operation and highest standard of service, job rating or classification, the scheduling of hours of work, work assignments, methods of doing work and the working establishment for any service;
 - (d) determine the number of personnel required, the services to be rendered and the methods, procedures and equipment in connection therewith;
 - (e) 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.
- 7.02 The rights referred to in 7.01 shall not be exercised in a manner inconsistent with the express provisions of the Collective Agreement.
- 7.03 All matters concerning the operation of the Home not dealt with herein shall be reserved to the Employer and be its exclusive responsibility.

ARTICLE 8 - ASSOCIATION REPRESENTATION

- 8.01 The Employer will recognize two (2) nurse

representatives, one (1) from each floor. Such nurse representatives shall be nurses employed by the Employer.

8.02 The Employer will recognize a Grievance Committee of two (2) nurses consisting of the two (2) nurse representatives referred to in Article 8.01 plus a Chairperson.

8.03 (a) The Employer will recognize a Negotiating Committee of three (3) nurses employed by the Employer.

(b) A maximum of three (3) nurses on the Negotiating Committee attending negotiating meetings with the Employer for the renewal of this Collective Agreement up to but not including arbitration, which occur during such nurse's scheduled working hours shall not lose regular pay as a result of such attendance.

8.04 It is agreed that nurse representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from the Unit Manager or in her absence, the Director of Resident Care. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such nurse representatives shall again report to the Unit Manager or in her absence, the Director of Resident Care. The Employer agrees to pay for all time spent during their regular hours by such representatives hereunder.

8.05 The Association shall keep the Employer notified in writing of the names of the nurse representatives and committee members and officers of the Local Association employed by the Employer as well as the effective date of their respective appointments.

8.06 The Employer agrees to give representatives of the Association access to the Employer's premises for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator or her designate. Such representatives shall have access to the premises only with the approval of the Administrator or her designate which will not be unreasonably withheld.

8.07 Nurse-Management Committee

There shall be a Nurse-Management Committee of two (2) nurses employed by the Employer from the Association and

two (2) representatives from the Employer, Regular quarterly meetings will be held at mutually agreeable times and more frequently at the request of either party. The purpose of this Committee shall be to promote and provide effective and meaningful communication of information and ideas on matters of concern to either party including the quantity and quality of nursing care, orientation and in-service. Matters pertaining to current negotiations or grievances will not be discussed. Minutes of meetings will be maintained and distributed to both parties. Nurses on this Committee attending such meetings of the Committee which occur during the scheduled working hours of such nurses on the Committee shall not lose their regular pay as a result of such attendance.

- 8.08 The Employer agrees to accept as a member of its Health and Safety Committee one (1) nurse elected or appointed by the Association. All time spent by such member of the Health and Safety Committee shall be deemed to be work time for which she shall be paid by the Employer at her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.
- 8.09 Where a nurse makes prior arrangements for time off from a tour of duty, the nurse shall not be scheduled to work another tour that day.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 It is the desire of the parties hereto that complaints of the nurses will be adjusted as quickly as possible and it is understood that a nurse has no grievance until the complaint has been first discussed with the Unit Manager, A grievance shall be defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement.
- 9.02 If a nurse believes she has a complaint concerning the interpretation, application or administration of this Collective Agreement and makes an allegation that the Collective Agreement has been violated, an earnest effort to settle the dispute shall be made. It is understood that a nurse will first give the Unit Manager an opportunity to adjust her complaint.

A nurse having a complaint or one designated member of a group having a complaint shall, within seven (7) days after the circumstances giving rise to the complaint having occurred or ought reasonably to have come to the

attention of the nurse(s), first verbally take up the complaint with the Unit Manager who will attempt to adjust it.

9.03 (a) Step 1

If the complaint is not adjusted by the Unit Manager within seven (7) days, the nurse may submit a written grievance signed by the nurse involved to the Director of Resident Care within seven (7) days after the period allowed to the Unit Manager to adjust the complaint. The Director of Resident Care will deliver her decision in writing to the nurse within seven (7) days following the day on which the grievance was presented to her. Failing settlement, then:

(b) Step 2

The grievance may be submitted by the nurse alone or with a nurse representative within seven (7) days thereafter to the Administrator or her designate who shall call a meeting with the Grievance Committee which meeting shall be held within seven (7) days of the submission of the grievance at Step 2 unless extended by written agreement of the parties, It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Administrator or her designate may have such counsel and assistance as she may desire at such meeting, The decision of the Employer shall be delivered in writing to the nurse and the nurse representative within seven (7) days following the date of such meeting. A copy of all Step 2 grievance replies shall be sent to the Employment Relations Officer. If the decision is unsatisfactory, it may be referred to arbitration.

9.04 Either the Employer or the Association may require that the nurse or a member of the group of nurses involved in the grievance being appealed shall be present at the Step 2 meeting.

9.05 All grievances shall be on the form shown in Appendix 2 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated.

9.06 A complaint or grievance arising directly between the Employer and the Association concerning the interpretation, application, administration or alleged

violation of the Agreement shall be originated at Step 2 within fourteen (14) days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Local President or her designate.

- 9.07 (a) The release of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this Agreement. If a nurse who has completed her probationary period believes she has been discharged or suspended without just cause, she may file a written grievance with the Administrator within ten (10) calendar days after she has been given notice of discharge or suspension. Step 1 of the grievance procedure shall be omitted in that case, but all remaining provisions contained in Article 9 must be applicable and must be complied with in the processing of a discharge or suspension grievance.

The Employer agrees to provide written reasons within seven (7) calendar days to the affected nurse and the Association in the case of discharge and suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse without just cause.

- (b) If a discharge grievance goes to arbitration, the Board of Arbitration may:
- (i) confirm the dismissal of the nurse; or
 - (ii) reinstate the nurse with or without loss of seniority and with or without full compensation for the time lost: or
 - (iii) dispose of the grievance on terms which the Board of Arbitration considers just and equitable.

- 9.08 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Association will be final and binding upon the Employer and the Association and the nurses.

of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by a nurse representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in

advance.

ARTICLE 10 - ARBITRATION

10.01 Should any grievance fail to be satisfactorily settled on the foregoing procedure, the Association may within fifteen (15) days following receipt of the answer from the Administrator or her designate, notify the Employer in writing of its desire to submit the difference or allegation to arbitration. The Association and the Employer may agree upon a sole arbitrator to hear the matter and for this purpose will exchange nominations.

Failing agreement between the Association and the Employer within ten (10) days as to a sole arbitrator to be appointed, the matter may be referred within seven (7) days thereafter to a Board of Arbitration composed of three (3) members, and either the Association or the Employer may inform the other in writing of its desire to submit the matter to arbitration by a three-person Board, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within seven (7) days advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall within seven (7) days of the appointment of the second of them, appoint a third person who shall be Chairman. If either party fails to make the required appointments within the time designated, either or both parties may request the Minister of Labour for Ontario to fill the vacancies.

No person may act as an Arbitrator who is a member of the Association or the Employer's Board of Directors or an employee of either the Association or the Employer or who has been directly involved in attempts to negotiate or settle the grievance.

The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any nurse affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern. The decision shall be discussed by the Arbitration Board with all members of the Board present before it is rendered to the parties involved.

10.02 Time Limits - Grievance and Arbitration Procedures

No grievance may be processed to arbitration unless it

has been properly processed through the grievance procedure and within the time limits established by this Collective Agreement.

Time limits shall be computed by excluding Saturdays, Sundays and paid holidays listed in this Agreement. If a grievance which has been introduced into the grievance procedure is not processed within any of the time limits set down by this Agreement, the grievance will be deemed to have been finally abandoned and this specific grievance may not be re-introduced. Failure of the Employer to meet its time limits shall permit the grievor to take the grievance to the next step, provided the grievance is presented at this next step within the appropriate time limit after the expiration of the Employer's time limit.

The time limits fixed in both the grievance and arbitration procedures may be extended by consent in writing by the Administrator or her designate and the Chairman of the Grievance Committee.

10.03 Authority of Arbitration Board

It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Board of Arbitration shall not have any power to add to or amend any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

10.04 Compensation of the Arbitration Board

The Association and the Employer shall each be responsible for the fees and expenses of its own nominee and one-half (1/2) of the fees and expenses of the Chairman or of a single arbitrator.

10.05 Place of Hearing

Arbitrations shall be heard at Thunder Bay, Ontario, or

at such other places as may be agreed upon by the Association and the Employer.

ARTICLE 11 - PHYSICAL EXAMINATION

- 11.01 All nurses as a condition of employment will obtain examinations as required by the Nursing Homes Act. Nurses may have this examination completed by their family physician.
- 11.02 The Employer will reimburse the nurse for the physician's fees for such examination(s) not covered by the nurse's insurance.

ARTICLE 12 - SENIORITY

- 12.01 Seniority is defined as length of continuous service with the Employer from date of last hire.
- 12.02 (a) The Employer will keep an up-to-date seniority list for regular part-time nurses. This list will be revised twice yearly, in January and July. A copy will be given to the Local Association and posted on the bulletin board.
- A seniority list shall also be maintained for casual part-time nurses for the sole purpose of applying for a posted regular part-time vacancy pursuant to Article 12.05.
- (b) Upon posting of the seniority lists, the Association and affected nurses will have thirty (30) calendar days to make written objection(s) to the accuracy of the lists, failing which the seniority lists will be deemed to be accurate, subject to any grievance.
- (c) In the event a nurse transfers from casual part-time to regular part-time or vice versa, she shall retain her full service and seniority.
- 12.03 Part-time seniority shall be calculated on the basis of hours worked from the date of last hire. Fifteen hundred (1500) hours worked shall equate to one (1) year and vice versa. Effective November 26, 1991, part-time nurses shall accumulate seniority and service on the basis of fifteen hundred (1500) hours paid equals one (1) year of seniority and service.
- 12.04 (a) Newly hired part-time nurses shall be considered to be on probation for a period of four hundred and

fifty (450) hours worked or six (6) calendar months, whichever occurs first, for regular part-time nurses and three hundred and sixty (360) hours worked or eight (8) calendar months, whichever occurs first, for casual part-time nurses. If retained after the probationary period, the nurse's seniority and service for purposes of this Agreement shall date from the date of last hire by the Employer,

- (b) A nurse outside the bargaining unit who is transferred to a position covered by this Agreement, shall not be required to serve a probationary period where she has previously completed one since her date of last hire by the Employer. If she was on probation at the time she was transferred to a position covered by this Agreement, the hours worked, prior to being covered by this Agreement shall count towards her probationary period.
- (c) A nurse whose status is altered from full-time to part-time will be credited with seniority and service accumulated in her former category at the time of transfer on the basis of one (1) year of full-time seniority or service equalling fifteen hundred (1500) hours part-time seniority and service. In addition, a nurse whose status is so altered will be given credit for hours accumulated since date of last advancement proportionate to a full year,

12.05

- (a) Where a regular part-time vacancy occurs within the bargaining unit or a new position within the bargaining unit is established, such vacancy shall be posted for a period of seven (7) calendar days. Nurses in the bargaining unit may make written application for such vacancy within the seven (7) day calendar period referred to herein. Subsequent vacancies created by the filling of a posted vacancy shall be posted for a period of three (3) calendar days. Temporary vacancies in the bargaining unit with a duration of two (2) months or less need not be posted.
- (b) A nurse may make a written request for transfer by so advising the Employer and indicating the requested area of assignment. Such requests will be considered as applications for vacancies posted in accordance with Article 12.05 (a).

The Employer shall give the Association a copy of all postings, posted in accordance with Article 12.05 (a), as well as the names of the successful

applicants.

12.06 The Employer and the Association agree that in cases of transfers and promotions (other than promotions to positions outside the bargaining unit) and demotions, the following factors shall be considered:

- (a) Current: qualifications including education, skill, ability, experience and performance.
- (b) Seniority.

Where the factors in (a) are relatively equal, seniority shall govern. In making this decision, the Employer shall not act in an arbitrary or discriminatory manner.

12.07 (a) Lay-off and Recall

A lay-off of nurses shall be made on the basis of seniority, based on an integrated seniority list of all hours paid since date of last hire. It is understood and agreed that through the bumping procedure, the first to be laid off are probationary nurses followed by those who work casual or relief shifts. No agency or new hires will be used when there is a nurse on lay-off provided that the nurses on lay-off will meet the staffing requirements of the Home.

Recall to a regular part-time position shall be in reverse order of seniority. A nurse will respond to a registered notice of recall within seven (7) calendar days of receipt of same and shall be available for work within an additional fourteen (14) days unless otherwise agreed.

The Home and Association will meet and discuss the lay-offs at the earliest opportunity. This discussion will include the service which the Home will undertake after the lay-off.

(b) Lay-off and Recall - Long-Term

In the event of a pending lay-off of a permanent or long-term nature, the Home will:

- (i) provide the Association with at least thirty (30) days notice, or the notice given to the most senior employee laid off, whichever is greater;
- (ii) meet with the Association to review the

following:

- (1) the reasons causing the lay-off;
- (2) the service which the Home will undertake after the lay-off;
- (3) the method of implementation, including areas of cutback and the nurses to be laid off.

It is understood that permanent or long-term nature means a lay-off which will be longer than thirteen (13) weeks.

Notice of lay-off shall be in accordance with the Employment Standards Act.

- (c) Severance pay will be in accordance with the provisions of the Employment Standards Act.

12.08

A part-time nurse shall lose her seniority and be deemed to have been terminated when she is absent from work under the following circumstances:

- (a) leaves of her own accord;
- (b) is discharged and the discharge is not reversed through the grievance and/or arbitration procedure;
- (c) has been laid off for twenty-four (24) calendar months ;
- (d) is absent from work for a period of three (3) or more consecutive scheduled working days
 - (i) without providing a satisfactory reason to the Employer for such absence: or
 - (ii) without notifying the Employer of such absence unless she is prevented from doing so by reasons beyond her control;
- (e) fails upon being notified of a recall to signify her intention to return within eight (8) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within twelve (12) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties or fails within that period of time to

provide a reason for not returning satisfactory to the Employer;

- (f) is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced.

12.09 Seniority for a regular part-time nurse shall be retained and accumulated when the nurse is absent from work under the following circumstances:

- (i) on an approved leave of absence with pay;
- (ii) when in receipt of Workers' Compensation benefits subject to the limits of Article 12.08 (f).

12.10 Subject to Article 12.08, seniority shall be retained but not accumulated when a regular part-time nurse is absent from work under the following conditions:

- (i) on an approved leave of absence without pay in excess of thirty (30) continuous calendar days for the period of time which exceeds thirty (30) continuous calendar days;
- (ii) when absent due to accident or illness not compensable under the Workers' Compensation Act;
- (iii) when absent due to lay-off.

12.11 A nurse shall give at least two (2) weeks' notice of termination of her employment, however, if she is able to give longer notice, she will do so.

12.12 Notices

Any notice to any employee under this Agreement may be given personally (either directly or by telephone) or by telegraph or pre-paid registered post addressed to the employee at her last address shown on the seniority list or on the payroll of the Employer and such notice shall be deemed to have been given four (4) calendar days after delivery to the telegraph or postal authorities.

12.13 When a new classification in the bargaining unit is established by the Home or the Home makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Home shall advise the Association of such new or changed classification and the rate of pay

established. If requested, the Home agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Home and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step 2 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure, it may be referred to arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved,

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

- 12.14 (a) A nurse who substitutes temporarily in a position outside the bargaining unit shall be covered by the Collective Agreement for the duration of the assignment. Bargaining unit nurses shall be given the first opportunity to fill the resulting vacancy.
- (b) A nurse who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three (3) months, shall be given credit for all seniority and service accrued while outside the bargaining unit plus all seniority and service accrued in the bargaining unit prior to the promotion. Should the nurse return to the bargaining unit, all other nurse(s) shall revert to their previous positions.
- 12.15 (a) In order to protect the standard of nursing care, the Employer shall not contract out the work normally performed by members of this bargaining unit except:
- (i) for purposes of instruction;
 - (ii) in the event of an emergency situation;
 - (iii) when performing developmental or experimental work: or
 - (iv) when nurses are not available due to a nurse

not reporting for work as scheduled or not being available for work.

- (b) Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, lay-off or reduction in hours of any member of the bargaining unit.
- (c) When it is decided to not fill a position following a nurse's resignation, the Home will provide the rationale in writing for this decision to the Association. The Association may request a meeting to make representation on this matter.

ARTICLE 13 - EVALUATIONS AND ADVERSE REPORTS

- 13.01 A copy of any completed 'evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the nurse.

Each nurse shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of the Director of Resident Care or her designate. A copy of the evaluation will be provided to the nurse at her request. No document shall be used against a nurse where it has not been brought to her attention in a timely manner.

- 13.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the nurse's record has been discipline-free for an equivalent period.

ARTICLE 14 - ORIENTATION AND IN-SERVICE

- 14.01 The Employer will continue its present practices with respect to the orientation of newly employed nurses and the staff development program, both of which are outlined in the attached Letter of Understanding.
- 14.02 Where a nurse is required to be absent from all or part of her scheduled shift in order to write the required examination on completion of a course of study relevant to geriatric care and which was recommended by the Director of Resident Care and approved by the

Administrator, she shall receive her regular rate of pay for such period of absence.

- 14.03 When a nurse is required by the Employer to attend meetings, in-service and other work related functions outside of her regularly scheduled working hours and the nurse does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay or at the nurse's option, she shall receive equivalent time off.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 (a) Written requests for leave of absence without pay will be considered on an individual basis by the Director of Resident Care.

Except in cases of emergency, such written requests are to be made at least twenty-one (21) calendar days in advance. A written reply will be given no later than fourteen (14) calendar days after such request and earlier if possible. Such requests for leaves of absence shall not be unreasonably denied.

- (b) A nurse on leave of absence of two (2) months or more is required to give at least fourteen (14) days notice of return unless exceptional circumstances preclude such notice.

- 15.02 The Employer agrees to grant leaves of absence without pay to an aggregate total of fifteen (15) days per year, to nurses selected by the Association to attend Association business including conferences, Provincial Committee meetings and conventions. Not more than two (2) nurses shall be absent on this leave at any one time unless the Director of Resident Care decides, based on staffing requirements for the time of the requested leave, that only one (1) nurse can be given leave. Leave for two (2) people shall not be unreasonably denied. The nurse or the Association will apply for such leave three (3) weeks in advance except in unusual circumstances.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Local Association agrees to reimburse the Employer in the amount of the daily rate plus percentage in lieu of fringe benefits of the nurse.

- 15.03 Upon application in writing by the nurse, a leave of absence without pay shall be granted to a nurse elected to the Office of President of the Ontario Nurses'

Association for a period of up to two (2) years without loss of seniority or service. The nurse agrees to notify the Employer of her intention to return to work at least thirty (30) calendar days prior to the date of such return.

15.04

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the Office of President, shall be granted upon request, such leave(s) of absence as she may require to fulfill the duties of her position. Reasonable notice - sufficient to allow the Employer to minimize disruption of services, shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to Association Leave provided under Article 15.02. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

15.05

(a) Upon the death of a nurse's spouse, parent, child or step-child, a nurse shall be granted leave up to a maximum of five (5) continuous calendar days, a maximum of three (3) of which shall be without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Home.

(b) If a step-parent, legal guardian, mother-in-law, father-in-law, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law of a regular part-time nurse dies, the nurse who is so related to such deceased person 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 (but ending no more than one (1) week after the day of the funeral). The Employer, in its discretion, may extend such leave with or without pay.

15.06

If a regular part-time nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties at the Home, the nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty

provided that the nurse:

- (a) notifies the Employer immediately on the nurse's notification that she will be required to attend court;
- (b) presents proof of service requiring the nurse's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

A nurse will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that a nurse is scheduled to the afternoon shift, she shall not be required to attend at court and then report for duty the same day.

A nurse will not be required to work on the night shift prior to such duty. Where the nurse's presence is required in court past 1700 hours, she shall not be required to attend work for her night shift commencing later that day.

15.07

Pregnancy Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the Employment Standards Act except where amended in this provision.
- (b) If possible, 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.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above, by written notification received by the Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Effective upon confirmation by the Unemployment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has completed five (5) months of

continuous service and has applied for and is in receipt of Unemployment Insurance pregnancy/parenting benefits pursuant to Sections 18 and 20 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 rate of Unemployment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Home of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy/parenting benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of seventeen (17) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

In any week, the total amount of SUB payments and the weekly rate of Unemployment Insurance benefits will not exceed seventy-five percent (75%) of the employee's normal weekly earnings,

15.08

Parental Leave

- (a) A nurse who becomes a parent and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the nurse, shall be entitled to parental leave.
- (b) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent, For nurses on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child

is born or comes into the custody, care and control of a parent for the first time.

(c) The nurse shall give the Employer two (2) weeks written notice of the date the leave is to begin. Parental leave ends eighteen (18) weeks after it began or on an earlier day if the nurse gives the Employer at least four (4) weeks written notice of that day.

(d) For the purposes of parental leave, the provisions under 15.07 (a) and (c) shall also apply.

15.09 (a) Leave of absence with pay or without pay may be granted to nurses 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.

(b) Where a nurse is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employees for the time off from work as the result of attending the course.

ARTICLE 16 - SICK LEAVE

16.01 A nurse who is unable to report for her scheduled shift due to illness shall notify the Employer on the 1st day of that illness as soon as possible prior to the commencement of the scheduled shift.

16.02 Nurses who, after working for at least one-half (1/2) of their scheduled shift, return home for reasons of sickness or accident will be paid their regular rate for the balance of the shift.

ARTICLE 17 - PAID HOLIDAYS

17.01 For the purpose of this Agreement, the following shall be recognized as holidays:

New Year's Day	Labour Day
Heritage Day (3rd Monday in February)	Easter Monday
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	Remembrance Day

If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holidays would replace one of the designated holidays in the Collective Agreement. The intent is that there shall be no more than twelve (12) paid holidays through to the expiry date of the Agreement.

- 17.02 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 work performed on the holiday for the full period of the tour.
- 17.03 A regular part-time nurse shall receive holiday pay for the holidays designated in Article 17.01 provided she meets the conditions for entitlement to statutory holiday pay contained in the Employment Standards Act.
- 17.04 A regular part-time nurse who works on any of the above holidays will receive one and one-half (1 1/2) times her straight time hourly rate for all regular hours worked on such holiday. Any additional hours worked will be paid in accordance with Article 19.10 (e).

ARTICLE 18 - VACATIONS

- 18.01 Regular part-time nurses will be entitled to vacation time off without pay based on the amount of their vacation pay as follows:
- six percent (6%) - three (3) weeks;
 eight percent (8%) - four (4) weeks;
 ten percent (10%) - five (5) weeks;
 twelve percent (12%) - six (6) weeks.
- 18.02 (a) Part-time nurses will be entitled to vacation pay based on their years of continuous service as follows:
- (i) less than three (3) years: six percent (6%);
- (ii) three (3) years or more but less than fifteen (15) years: eight percent (8%);
- (iii) fifteen (15) years or more but less than twenty-five (25) years: ten percent (10%);
- (iv) twenty-five years or more: twelve percent (12%).

(b) Fifteen hundred (1500) hours paid shall equal one (1) year of service for part-time nurses. Vacation entitlement shall transfer with a nurse when she transfers from full-time to part-time employment.

18.03 A nurse who terminates her employment for any reason shall receive any unpaid vacation pay which is accrued to her date of resignation.

18.04 Vacation request lists will be posted by March 1st in any year. Nurses will have until March 31st to list their vacation requests. Vacation requests will be subject to vacation quotas which will be separate from full-time quotas and which will not be unreasonable. Approved vacation lists will be posted by April 15th in any year. Nurses will be given preference with respect to their vacation requests in accordance with seniority. Once a nurse has been granted a requested vacation period, she may not then exercise her seniority rights to change that vacation period.

Vacation requests not noted on the posted vacation request lists will be approved on a first come basis subject to staffing requirements.

For the purpose of this clause only, the amount of vacation time off, without pay, will be based on the vacation level of each nurse on February 28th in each year.

18.05 Vacation pay will be paid on gross earnings from April 1st in one year to March 31st in the next year. Vacation pay will be paid to nurses in April of each year.

Effective for 1991, vacation pay will be paid on gross earnings from May 1st in one year to April 30th of the next year. Vacation pay will be paid to nurses in May of each year. For the transition year of April 1, 1990, to April 30, 1991, the vacation pay will be based on gross earnings for the thirteen (13) months between April 1, 1990 and April 30, 1991.

ARTICLE 19 - HOURS OF WORK AND SCHEDULING

19.01 The following provision designating regular hours on a daily shift and regular daily shifts over the nursing schedule determined by the Home shall not be construed to be a guarantee of the hours of work to be performed on each shift or during each shift schedule.

(a) The normal daily tour shall be seven and one-half

(7 1/2) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period.

- (b) There will be two (2) fifteen (15) minute paid rest periods in each seven and one-half (7 1/2) hour work day.
- (c) Where a nurse notifies her supervisor that she has been unable to take the normal lunch break due to an emergency situation, such nurse shall be paid time and one-half her regular straight time hourly rate for the missed meal period.

19.02 Shift schedules shall be posted four (4) weeks in advance and shall cover a one (1) month period, The Employer will endeavour to accommodate requests by nurses for specific days off. These requests will be made in writing at least two (2) weeks in advance of the posting date of the affected schedule. Such requests shall not be unreasonably denied.

19.03 (a) The Employer shall schedule every third weekend off and shall endeavour to schedule off two (2) weekends in four (4).

(b) A nurse will receive time and one-half her regular straight time day tour hourly rate for all hours worked on a third and subsequent consecutive weekend, save and except where:

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

19.04 The Employer shall endeavour not to rotate nurses on more than two (2) shifts. A nurse working a permanent shift will not be changed or required to rotate on shift without the nurse's permission.

19.05 The Employer will maintain the following guidelines in the formulation of working schedules for regular part-time nurses:

- (a) no split shifts;
- (b) no more than six (6) consecutive days of work will

be scheduled without two (2) days off:

- (c) no less than twenty-four (24) hours off shall be scheduled between tour changes.

19.06 Requests for changes in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange shifts or days off. Nurses will endeavour to submit such requests four (4) days in advance. It is understood that such change in a tour of duty initiated by the nurse and approved by the Employer shall not result in overtime payment to any of the nurses affected by such change.

19.07 The Employer will schedule each nurse three (3) consecutive calendar days off (but will endeavour to schedule each nurse five (5) consecutive calendar days off) at either Christmas or New Year's, Regular scheduling may then be waived from December 15th to January 15th.

19.08 A regular part-time nurse must make the following commitment to be available for work on a regular pre-determined basis:

- (i) at least two (2) shifts per week:
- (ii) at least one (1) weekend in three (3);
- (iii) over either Christmas or New Year's;
- (iv) during eleven (11) months of the year.

The commitment that a regular part-time nurse must make as specified herein is no guarantee that the nurse will be scheduled to work according to this commitment,

19.09 (a) If a part-time nurse is authorized to work in excess of seven and one-half (7 1/2) consecutive hours in any twenty-four (24) hour period or in excess of seventy-five (75) hours averaged over a two (2) week period, she shall receive an overtime premium of one and one-half (1 1/2) times the regular straight time hourly rate for such overtime hours worked.

(b) Overtime premium shall not be duplicated for the same hours nor pyramided with any other premium payable under this Agreement. Nothing herein shall disentitle the nurse to payment of the normal shift differential or responsibility pay provided herein.

(c) It is understood and agreed that at the change of

shift there will normally be additional time required for reporting which shall be considered to be part of the normal daily shift, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, the entire period shall be considered overtime for purposes of payment.

- (d) When a nurse is required to work on a paid holiday or on a day for which she is entitled to receive time and one-half her regular straight time hourly rate and she is required to work additional hours following her normal seven and one-half (7 1/2) hour tour on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
 - (e) Overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change in tour on the request of a nurse or an exchange of tours by two (2) nurses.
 - (f) The regular straight time hourly rate will be the hourly rate in Schedule A.01 of Schedule "A".
 - (g) Overtime will not be paid as a result of a changeover to daylight savings time from standard time or vice versa.
 - (h) If a nurse works two (2) consecutive shifts, she shall be provided a meal by the Employer or if a meal can not be provided, she shall receive a meal allowance of five dollars (\$5.00).
- 19.10 (a) Should a nurse be called in to work after a shift has begun, she shall be paid for a minimum of four (4) hours. Where the call-in is requested within one (1) hour of the starting time of the shift and the nurse commences work within one (1) hour of the call, then the nurse will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- (b) It shall be the responsibility of the nurse to consult the posted work schedule. Changes to the posted schedule required by the Employer shall be brought to the attention of the nurse. Where less than twenty-four (24) hours' notice is given to the nurse personally, the nurse will be paid four (4) hours straight time wages.
- 19.11 A nurse who reports for work for a scheduled shift will

be guaranteed at least four (4) hours' work, or if no work is available, will receive at least four (4) hours' pay at her straight time hourly rate.

- 19.12 When a nurse, who ordinarily travels from her place of employment to her place of residence by means of public transportation, following the completion of her shift, is required to work overtime past the time when normal public transportation is available, the Employer will provide her with cab fare to cover from work to her place of residence.
- 19.13 Where a regular part-time nurse has completed her regular scheduled tour and left the Home and is called in to work outside of a regularly scheduled tour less than sixteen (16) hours after the end of the last tour worked or for less than a full tour, she shall receive one and one-half (1 1/2) times her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours pay at one and one-half (1 1/2) times her regular straight time hourly rate. If her rate would normally be one and one-half (1 1/2) times her regular rate then she shall receive two (2) times her regular straight time hourly rate.
- 19.14 Where there is a change to Daylight Savings from Standard Time or vice versa, a nurse who is scheduled and works a full shift shall be paid for a seven and one-half (7 1/2) hour tour rather than the actual hours worked.

ARTICLE 20 - PROFESSIONAL RESPONSIBILITY

- 20.01 In the event that the Employer assigns a number of patients or a work load 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 patient care, she or they shall:
- (a) (i) Complain in writing to the Association-Employer Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Association-Employer Committee shall convene a meeting of the Association-Employer Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and resolve the complaint to the satisfaction of both parties.
 - (ii) Failing resolution of the complaint within

fifteen (15) calendar days of the meeting of the Association-Employer 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 Employer 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 fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings 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 release of this award and select a panel of four (4) independent registered nurses who are well-respected within the profession, 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 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 release of this award, these matters shall be remitted to the Board of Arbitration for determination.

(ii) Each party will bear the costs 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,

20.02 The "independent registered nurses" referred to in 20.01
(b) (i) are:

Irmajean Bajnok
Former Chairman/Director
School of Nursing
Ryerson Polytechnical
Institute
Toronto, Ontario

Susan Elizabeth French
(nee Perry)
Associate Dean of
Health Sciences
(Nursing)
McMaster University
Hamilton, Ontario

Myrtle Kutschke
School of Nursing
Laurentian University
Sudbury, Ontario

Darlene Steven
Associate Professor in
Nursing
Lakehead University
Thunder Bay, Ontario

ARTICLE 21 - MISCELLANEOUS

- 21.01 A copy of this Agreement, in a mutually suitable form, will be issued by the Employer to each nurse now employed and as employed. The cost of reproducing the Agreement will be shared equally between the parties,
- 21.02 Bulletin Boards
- The Employer will provide bulletin board space for the purpose of the Association posting notices regarding meetings and other matters of interest. All such notices must be signed by a member of the Association Executive who is employed by the Employer. Notices must be approved by the Administrator or her designate prior to posting. Such approval shall not be unreasonably withheld.
- 21.03 Nurses will be paid bi-weekly on every second Friday for the pay period ending the previous Saturday. In the event that a paid holiday falls on a regular pay-day, then nurses will be entitled to be paid on the Thursday immediately preceding the normal pay-day.
- 21.04 It shall be the duty of each nurse to notify the Employer promptly of any change of name, address, telephone number or any temporary change in residency. If a nurse fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such nurse.
- 21.05 (a) The normal retirement age is sixty-five (65) years of age. The Employer may continue to employ a nurse beyond retirement age, if the Employer determines that the nurse can satisfactorily perform the requirements of her classification.

- (b) If a nurse becomes disabled with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment,
- (c) The parties recognize the duty of reasonable accommodation for individuals under the Human Rights Code of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer to discharge that duty.
- (d) Positions established under this Article will not constitute new classifications and shall lapse upon the termination, resignation or retirement of the employee in question.

21.06 Part-time nurses may enrol in the Hospitals of Ontario Pension Plan in accordance with the Plan. The definition of applicable wages for purposes of determining contributions to the Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

ARTICLE 22 - SCHEDULES

22.01 Attached hereto and forming part of this Agreement is Schedule "A".

ARTICLE 23 - RETROACTIVITY

23.01 All nurses in the bargaining unit as of April 1, 1991 and nurses hired subsequent to that date are entitled to full retroactivity of salary for time paid. For nurses no longer in the employ of the Home at the 26th day of November, 1991, the Employer shall give notice of their entitlement to retroactive salary increases by registered mail to the last known address recorded with the Employer, with a copy of each notice to be sent to the Association. Only those employees who apply in writing within thirty (30) days of the date of the mailing of the notice shall be entitled to retroactivity under this provision. Retroactivity shall be paid as soon as possible following the 26th day of November, 1991, but in any event no later than eight (8) weeks from the 26th day of November, 1991. All other provisions of this Agreement, except as otherwise indicated, shall come into effect on the 26th day of November, 1991.

ARTICLE 24 - DURATION OF AGREEMENT

24.01 This Agreement shall remain in effect until ~~December 31, 1993~~ and shall remain in effect from year to year thereafter, unless either party gives the other party written notice of termination or desire to amend the Agreement. Such notification will be made within ninety (90) days prior to the termination of this Agreement or in any year thereafter.

The parties agree that there is a wage and benefit reopener January 1, 1993. Mr. Vincent Ready shall retain jurisdiction as Mediator/Arbitrator for the reopener.

DATED at Thunder Bay, Ontario, this 4th day of November, 1993.

FOR THE EMPLOYER

FOR THE ASSOCIATION

[Signature]

[Signature]

[Signature]

[Signature]

SCHEDULE "A"A. 01 (a) Hourly Salaries

<u>REGISTERED NURSE</u>	<u>APRIL 1, 1991</u>	<u>JANUARY 1, 1992</u>	<u>JULY 1, 1992</u>
Start	\$16.81	\$16.81	\$16.81
1 Year	17.71	17.71	17.71
2 Years	18.70	19.45	19.64
3 Years	19.04	19.80	20.00
4 Years	19.51	20.29	20.49
5 Years	19.90	20.69	20.90
6 Years	20.33	21.15	21.36
7 Years	20.81	21.64	22.84
8 Years	21.12	21.97	23.19
9 Years	21.44	22.30	23.53

Graduate Nurse rates will be calculated in accordance with A.09.

- (b) Each regular part-time nurse will be advanced from her present level on the Salary Schedule to the next level on the Salary Schedule after fifteen hundred (1500) hours paid.

Casual part-time nurses will be placed on the salary grid in accordance with their service, with one (1) year equalling fifteen hundred (1500) hours paid. They will advance on the grid in the same manner as regular part-time nurses.

- (c) A casual part-time nurse whose status is altered to regular part-time or vice versa will assume her same level on the grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of her last advancement.

- (d) All nurses will be paid on an hourly basis.

A. 02 A claim for recent related clinical experience, if any, shall be made in writing by the part-time nurse at the time of hiring on the application for employment or otherwise. The part-time nurse shall co-operate with the Employer by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Employer will credit a new part-time nurse with one (1) annual service increment for every two (2) years of experience, calculated pursuant to fifteen hundred (1500) paid hours of part-time equalling one (1)

year of full-time and up to a maximum of level 6 (i.e., 5th year increment). If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer.

A.03 A nurse shall be paid a shift premium of forty-five cents (\$.45) per hour for each hour worked outside the normal hours of the day shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Shift premium will not form part of the nurse's straight time hourly rate. Effective January 1, 1992, increase the amount to fifty cents (\$.50) per hour.

A.04 (a) Part-time nurses shall be paid in accordance with the following formula:

Applicable straight time hourly rate + twelve percent (12%).

In addition to her straight time rate, a part-time nurse shall be paid twelve percent (12%) in lieu of fringe benefits, being those benefits to a nurse paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, holiday pay, reporting pay, shift premium, responsibility allowance, jury and witness duty and bereavement pay.

It is understood that the part-time nurse's straight time hourly rate does not include the twelve percent (12%) in lieu of fringe benefits which shall not be included for the purpose of computing any premium or overtime payments.

Effective January 1, 1992, amend twelve percent (12%) to ten percent (10%). The ten percent (10%) premium is given in lieu of all fringe benefits excluding vacation, paid holidays, compassionate leave, professional and education leave, jury and witness duty, reporting allowance, callback guarantee, shift differential, in charge premium, responsibility allowance, overtime and salaries.

Where a casual or part-time nurse participates in the Pension Plan, the ten percent (10%) shall change to six percent (6%).

(b) Regular part-time nurses and casual part-time nurses who obtain an interim replacement position and who are working more than twenty-four (24) hours per

week, will continue to receive the amount in lieu referred to in A.04 (a) while so employed.

- A. 05 (a) Where the Employer temporarily assigns a nurse to carry out the assigned responsibilities of the Director of Resident Care or Assistant Director of Resident Care for a period of one (1) full tour or more, she shall be paid a premium of one dollar (\$1.00) per hour for such time worked in addition to her regular salary.

Effective January 1, 1992, a nurse who is designated in writing to relieve the Director of Nursing, shall be paid eight dollars and fifty cents (\$8.50) per tour for each tour so worked, in addition to her regular rate of pay.

- (b) Effective January 1, 1992, the Employer shall, when no supervisor is on duty, designate one (1) nurse, when nurses are on duty, to be in charge on those evening, night or weekend shifts. Such nurse shall receive five dollars (\$5.00) per shift in addition to her regular rate of pay.

- A. 06 A graduate nurse in the employ of the Employer upon presenting proof of current certification by the College of Nurses of Ontario, shall be given the salary of the registered staff nurse as provided in this Article retroactive to the date of sitting the certification examination or the date of last hire, whichever is later.

- A. 07 Nurses employed prior to January 15, 1990, shall be placed on the salary grid in accordance with their total service with the Employer (part-time and full-time) provided that credit for service with the Employer prior to October 1, 1986, shall be as previously recognized by the Employer. Credit for service thereafter shall be calculated on the basis of fifteen hundred (1500) hours paid being equivalent to one (1) year. Effective the date of the award, credit for recent related experience shall be in accordance with Article A.02. Nurses currently employed at the Home shall have sixty (60) days from the date of the award to make a claim for such experience.

- A. 08 A part-time nurse who has transferred from full-time to part-time will assume her same level on the part-time grid. In addition, a nurse who so transfers will be given credit for service accumulated since the date of her last advancement.

- A. 09 A graduate nurse shall advance on the grid in the same

manner as a registered nurse. There shall be a fifty dollar (\$50.00) per month differential between the rates paid to registered and graduate nurses.

A.10**Weekend Premium**

Effective January 1, 1991, a nurse shall be paid a weekend premium of forty-five cents (\$.45) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

LETTER OF UNDERSTANDING

BETWEEN:

ST. JOSEPH'S HERITAGE (at its Bethammi Nursing Home)
(hereinafter referred to as the "Employer")

AND:

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

RE: 14.01

Bethammi Nursing Home provides an orientation program for all categories of staff. This orientation includes: a familiarization with the philosophy, goals and objectives of St. Joseph's Heritage and Bethammi Nursing Home; location of the policy and procedure manuals; fire and safety procedures: standards of care; Resident Care plans: ward lay out and routines and other information as outlined in the Bethammi Administrative Manual.

The duration of the orientation is as follows:

- (i) two (2) tours on day shift;
- (ii) two (2) tours on evening shift;
- (iii) two (2) tours on night shift (providing the employee is expected to work the night shift).

The duration of this program can be adjusted to meet the needs of the individual at the discretion of the Director of Resident Care.

This orientation is provided under the supervision of an appropriate staff member.

IN-SERVICE PROGRAM

There is an on-going in-service program at Bethammi Nursing Home which is in accordance with the Ministry of Health Guidelines.

DATED at Thunder Bay, Ontario, this 4th day of November, 1993.

FOR THE EMPLOYER

A. Amoretti
Tom Sandwell

FOR THE ASSOCIATION

Linda Bosschi
Mary Ingles

LETTER OF UNDERSTANDING

BETWEEN:

ST. JOSEPH'S HERITAGE (at its Bethammi Nursing Home)
(hereinafter referred to as the "Employer")

AND:

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

RE: PART-TIME VACATION CALCULATIONS

For clarity in interpretation and administration of part-time vacation, the parties agree as follows:

1. Where previous language refers to years from date of hire, each nurse shall have her number of years converted to fifteen hundred (1500) paid hours for each year.
2. Effective November 26, 1991, each part-time nurse will then advance on the basis of fifteen hundred (1500) paid hours equalling one (1) year.

Any problems arising from the transition will be dealt with by the parties on an individual basis.

DATED at Thunder Bay, Ontario, this 4th day of November, 1993.

FOR THE EMPLOYER

FOR THE ASSOCIATION

A. Smarner

Tom Stentner

Linda Passalunghi

Mary Ingled

APPENDIX 1

ONTARIO NURSES' ASSOCIATION DUES DEDUCTIONS

AGREEMENT TO DEDUCT FROM PAY CHEQUE

DATE :

I hereby authorize St. Joseph's Heritage (Bethammi Nursing Home), to deduct from my pay, in accordance with the Collective Agreement and in amounts as specified by Ontario Nurses' Association from time to time, the amount which is equivalent to regular monthly Association dues, The monies so deducted shall be forwarded by St. Joseph's Heritage (Bethammi Nursing Home), to Ontario Nurses' Association as specified by the Collective Agreement,

SIGNATURE OF NURSE: