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No. OF EMPLOYEES	3		
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COLLECTIVE AGREEMENT

between

EXTENDICARE/COCHRANE
(hereinafter referred to as the "Employer")

and

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

EXPIRES: December 31, 1990

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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.

- TION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent of all registered and graduate nurses employed in a nursing capacity by Extendicare Health Services Inc. in Cochrane, Ontario, save and except the Director of Care and persons above the rank of Director of Care.
- 2.02
- (a) A full-time nurse shall mean a nurse covered by this Agreement who is committed to and regularly and recurringly works the full work period of seventy-five (75) bi-weekly hours, exclusive of overtime.
 - (b) A part-time nurse is one who is committed to and regularly works less than the full prescribed bi-weekly hours of work.
 - (c) A relief nurse means a nurse who is called in to 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.
 - (d) A Graduate Nurse is defined as a nurse who is a graduate of a program acceptable to the College of Nurses of Ontario and is either in the process of being certified by the College of Nurses of Ontario, or is completing certification requirements.
- Certification shall be completed within twenty-four (24) months or such longer period as may be agreed, following the date on which the Employer formally and in writing advises the nurse that the certification requirements must be completed.
- 2.03 A registered nurse is defined as a person who holds a Certificate of Competence from the College of Nurses of Ontario, in accordance with the Health Disciplines Act, RSO 1980, as amended.

- 2.04 In order to protect the standards of nursing care, it is provided that:
- (i) there shall be no contracting out of the work of this bargaining unit, and,
 - (ii) no-one outside the bargaining unit shall perform the work normally performed by members of this bargaining unit,
- except for the purpose of instruction, experimentation, or in the event of an emergency situation, and provided that the contracting out or the performance of the work does not reduce the hours or pay of any nurse.
- 2.05 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.
- 2.06 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.
- 2.07 The word "supervisor" or "Director of Care" or "Assistant Director of Care" where applicable shall mean the Nursing Supervisor in the Nursing Home.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 There shall be no discrimination on the part of the Employer or the Association by reason of race, creed, colour, marital status, sex, sexual orientation, 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.
- 3.02 There shall be no discrimination by the Employer or the Association against any 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.
- 3.03 The Association agrees that there shall be no intimidation, interference, or coercion exercised against any employee of the Employer by any of its members or representatives, and that there shall be no Association activity on the Employer's premises, except as specifically provided for in this Agreement.

ARTICLE 4 - NO STRIKES AND LOCKOUTS

- 4.01 The Union agrees that there will be no strikes, and the Employer agrees that there will be no lockouts, during the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act R.S.O. 1980, as amended Chapter 228, 1981.

ARTICLE 5 - MANAGEMENT FUNCTIONS

- 5.01 Except as specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of *the* Employer and its management.
- 5.02 Without limiting the generality of Article 5.01, management's rights include:
- (a) the right to maintain order, discipline and efficiency and in connection therewith, to make, alter and enforce from time to time reasonable rules and regulations, policies and practices, to be observed by its employees, and the right to discipline or dismiss employees for proper cause.
 - (b) the right to select, hire, discipline, dismiss, transfer, assign to shifts, promote, demote, classify, lay off, recall and suspend employees and select employees for positions not covered by this agreement.
 - (c) the right to determine and establish standards and procedures for the care, welfare, safety and comfort of the guests in the Home including establishing standards and degrees of quality of care to be provided; to direct the working forces; to plan, direct and control the operation of the Home including the extent to which the Home will operate; to introduce new and improved methods, facilities and equipment; to determine work schedules: to determine the number of employees required for the purposes of the Employer including increases and decreases in personnel.
 - (d) It is understood that the Employer will exercise their rights in a fair and consistent manner.

ARTICLE 6 - UNION SECURITY

- 6.01 (a) The Employer shall deduct monthly from the pay due to each nurse who is covered by this agreement a sum equal to the monthly Union dues of each such nurse.
- (b) The Union shall notify the Employer in writing of the amount of such dues from time to time.

- (c) The Employer will send to the Union monthly, by the fifteenth (15th) of the following month, its check for the dues so deducted, along with a list of the nurses from whose pay deductions have been made. Such list shall set out the employee's address, social insurance number and, where applicable, an indication of whether the employee is employed full-time or part-time.

- 6.02 The Union shall indemnify and save the Employer harmless with respect to dues so deducted and remitted.
- 6.03 Copies of the Agreement will be supplied to each nurse. The costs will be borne equally between the parties.
- 6.04 The Employer shall provide the Union with the names and salary rates of new nurses within one (1) month of their starting date.
- 6.05 The Employer agrees that a Union representative shall be given the opportunity of interviewing each newly hired nurse, for a period not to exceed fifteen (15) minutes, and prior to the completion of the probationary period, for the purpose of advising such nurses of their rights and obligations under the terms of this Agreement, and the Union may provide membership forms at this interview.
- 6.06 The Employer shall provide each nurse with a statement of income and deductions for income tax purposes (T4) which shall include therein the deduction for Union dues.

ARTICLE 7 - COMMITTEES AND REPRESENTATIVES

- 7.01 The Employer will recognize the following representatives from the bargaining unit:
- (a) Negotiating Committee - Two (2) negotiating representatives whose duties shall be to negotiate renewal agreements:
 - (b) Grievance Committee - Two (2) nurse representatives whose duties will be to handle all grievances.
 - (c) A Nursing Committee which shall be composed of equal representation from the Union and Employer. It shall be the function of this 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 Negotiation and Grievance Representatives and such discussions shall be conducted without prejudice to the rights of the parties under this Agreement.

.02 The Union will provide the Employer with the names of its representatives and any changes thereto.

7.03 If it appears necessary that a representative must leave her regular duties for a short period of time in order to attend to Union business in the Home, she must first seek 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 Union Committee shall have the right to have the assistance of a Union representative from outside the employment of the Home.

7.05 (a) Negotiating Committee

The Employer will compensate each member of the Union Committees herein provided for at such nurse's straight time hourly rate for all time spent up to a maximum of seven and one-half (7-1/2) hours per day in negotiations with the Employer for the renewal of this Agreement. Such pay for the Negotiating Committee shall continue up to and including Conciliation.

(b) Grievance Committee

A member of the Union shall be paid her straight time day rate for time spent within her scheduled hours of work in processing a grievance at the appropriate step of the grievance procedure during her regular working hours. Such payment shall apply only to time spent at the meetings held pursuant to Step Nos. 1 and 2 of Article 8.01 and shall not apply to time spent at Arbitration.

(c) Nursing Committee

In addition. each member of the Nursing Committee

obtain information from the Employer or other persons respecting the identification or hazards and standards elsewhere. One member of this bargaining unit shall be designated by the Union to sit on the committee. The committee shall normally meet at least once a month. Time spent in such meetings is to be considered time worked and will be paid at the appropriate rates. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

- (c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Time spent in all such activities shall be considered as time worked and will be paid at the appropriate rates.
- (d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workers' Compensation Board relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the Workers' Compensation Board may decide to disclose.
- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 Should any dispute arise between the Employer and a nurse, or between the Employer and the Union, 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 Care or her designate 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 or her designate. A meeting will be held between the parties within ten (10) days. The Administrator or her designate shall give a written decision within ten (10) days of the meeting.

Step No. 2

Should the Administrator or her designate fail to render his decision or failing settlement of any grievance under the foregoing procedure, including any questions 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 the written, mutual consent of the parties. Should the Employer not respond within the time(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in this Agreement, unless mutually extended, it shall be considered to have been settled or abandoned.
- 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
 - (a) 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.
 - (b) If a nurse is to be reprimanded or disciplined she may have a nurse representative present if she so requests.
 - (c) If a nurse is to be suspended or discharged, the Employer shall notify her of this right at the outset of the meeting.

8.06 Group Grievance

Where it appears that two or more nurses have the same grievance or the same type of grievance, the Union 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 Union or the nurse or nurses concerned shall be final and binding upon the Employer, Union and nurse(s) involved.

8.08 Discharge Grievance

(a) 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.

(b) 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 discipline/discharge.

(c) If a nurse is to be reprimanded or disciplined she may have a nurse representative present if she so requests.

8.09 Policy Grievance - Union Grievance

The Union 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 Union, 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.

8.10 Policy Grievances - Employer Grievance

The Employer may institute a grievance alleging a general misinterpretation or violation by the Union or any nurse by filing a written grievance with the Secretary of the Local Union, 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 Union 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 Minister of Labour for Ontario upon the request of either party.
- 9.02 The Arbitration Board shall hear and determine the difference of 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, deem just and equitable and may vary or set aside any penalty of 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 nominee 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 of nurses covered by this Agreement showing seniority, shall be posted by the Employer yearly by January 31st, with copies sent to the Union. Two (2) copies of such list will be forwarded to the Secretary of the Local.
- 10.03 Probation
- (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 or a period of nine (9) months, whichever occurs first.
- 10.04 Seniority increases for part-time and relief registered nurses will be given on the basis that 200 worked shifts = 1 year. (Shifts worked to be defined as shifts paid for by the Employer).
- 10.05 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- (a) when on an approved leave of absence with pay;
 - (b) when in receipt of illness allowance;
 - (c) when in receipt of Workers' Compensation as the result of injury or illness incurred while in the employment of the Employer;
 - (d) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days.

- (e) while a nurse is on maternity leave (for greater clarity, accumulation of service for the purpose of vacation entitlement and advancement on the salary grid shall be limited to the statutory portion of the leave as required by the Employment Standards Act).

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

- (a) when absent on account of sickness or illness and not in receipt of sick leave credits;
- (b) when on an approved leave of absence without pay, exceeding thirty (30) consecutive calendar days;
- (c) when absent due to layoff for a period of eighteen (18) calendar months.

10.07 A nurse shall lose all seniority if she;

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is laid off for more than eighteen (18) calendar months;
- (d) is absent from work for more than thirty (30) calendar months while in receipt of Workers' Compensation as a result of injury or illness incurred while in the employment of the Employer;
- (e) retires
- (f) is absent from work for three (3) consecutive working days without providing a satisfactory reason for such absence and/or without notifying the Employer unless a satisfactory reason is given;
- (g) 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 lay-off;
- (h) subject to clause (f) above, fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless a satisfactory reason is given.

10.08 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.

10.09 A full-time nurse who transfers to part-time or vice versa shall retain her grid level as shown on the applicable salary schedule and thereafter increments will be adjusted in accordance to the applicable category.

10.10 Lay-off and Recall

- (a) In all cases of lay-off, the Employer shall lay-off from among those employees who can fulfil the normal requirements of the position, the employee with the least seniority. In all cases of recall from lay-off, the Employer shall recall from among those laid off employees who can fulfil the normal requirements of the position, the employee with the most seniority.
- (b) Wherever used in this Agreement, the expression "fulfil the normal requirements of the position" or the like shall mean presently possessed of the accomplishments, educational and professional qualifications which enable the person to perform the services required in accordance with the Employer's reasonable standards for the classification involved.
- (c) In the event that there is a reduction in the patient workload at the Employer's home, such that a lay-off of nurses is to take place, in accordance with the Employment Standards Act, the Employer shall first advise the Association in writing of the reasons and shall meet with the Association Committee to discuss the manner of implementation of lay-off.

10.11 Positions Outside the Bargaining Unit

- (a) A nurse who agrees to substitute temporarily in a classification that is excluded from the bargaining unit shall be deemed to be covered by the Collective Agreement.
- (b) A nurse who accepts a permanent position outside the bargaining unit may be rehired into the bargaining unit in accordance with the job posting provision of the Collective Agreement and such nurse shall be able to use her seniority that she had at the time of transfer out of the bargaining unit. Such nurse shall resume accumulation of seniority from the date of her return to the bargaining unit. She shall retain all her service since her last date of hire with the Employer for the calculation of salary and any monetary benefit.

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11.01 The Administrator or her designate may grant a request for leave of absence for personal reasons provided that she receives at least one (1) month's clear notice, in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Nurses when applying for such leave shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld,

11.02 Compassionate Leave

- (a) 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 around the date of the funeral provided that the nurse must be regularly scheduled to work such days to receive pay.
- (b) For the purposes of Section (a), the term "immediate family of a nurse", shall mean such nurse's current spouse, parent, parent of the current spouse, child, brother or sister, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandchildren.
- (c) Where a nurse does not qualify under the above-noted conditions, the Home may nonetheless grant a paid compassionate leave.
- (d) The Home, in its discretion, may extend compassionate leave with or without pay.

11.03 Jury & 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 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 a hearing and then report for duty the same day.
- (c) 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 also not be required to attend work for her night shift commencing later that day.

- (d) The nurse shall notify the Director of Care, as soon as possible, when required to serve under any of the above circumstances.

11.04

Maternity and Adoption Leave

A nurse with ten (10) months of continuous service shall be granted maternity or adoption leave with pay, subject to the following conditions:

- leave shall not end before the expiration of six (6) weeks from the actual delivery date, unless otherwise mutually agreed.
- (c) Additional leave without pay up to a maximum total of six (6) months shall be granted, provided the nurse makes such request at least four (4) weeks prior to the originally expected date of her return to work.
- to her former position, including location and shift.
- (e) During the first seventeen (17) weeks of leave, the Employer shall continue to pay its contributions towards the cost of subsidized employee benefits in which the nurse is participating, and the nurse's service, seniority and all other benefits shall continue to accumulate for that same period.

11.05

Union Leave

- (a) Upon written request, leave of absence without pay shall be granted to nurses for Union business. Permission for such leave will not be unreasonably withheld.
- (b) Leave of absence following:
- (i) No more than two (2) nurses shall be on leave at any one time.
- (ii) The aggregate total shall not exceed forty-five (45) days in any calendar year.

- (iii) The Employer shall not be responsible for overtime payment where any nurse who ~~may~~ be required to work in place of another nurse who is absent on Association business.
- (iv) The Association will give at least two (2) weeks' notice when possible.
- (c) The Employer agrees to keep the pay whole for all nurses on Association leave, and will bill the Association for such salary loss.

11.06

Union Leave - Board of Directors

- (a) Subject to the efficient operations of the nursing home, a nurse who is elected to the Board of Directors of the Ontario Nurses' Association shall be granted such leave of absence without pay as the nurse may require to attend to her duties as a member of the Board. Reasonable and sufficient notice shall be given to the Employer. 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 will be separate from the Union leave provided in Article 11.05 above. During such leaves of absence salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits.
- (b) Leave of Absence for the President of the Ontario Nurses' Association

A nurse who is elected to the office of the 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 Union 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 within thirty (30) days after receipt of written notice from the Ontario Nurses' Association of a change in its constitution extending the term of President from (1) year to two (2) years, that period of leave noted herein will be extended to two (2) years.

- 11.07 (a) 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.
- (b) A nurse shall be entitled to a leave of absence without pay from her regularly scheduled working hours for the purpose of writing any examination required in any recognized long term care course in which the nurse is enrolled to upgrade her nursing qualifications.

11.08 professional Leave

Professional leave without loss of pay may be granted by the Employer to nurses who are elected to the College of Nurses to attend their regularly scheduled meetings.

11.09 Leave of Absence Rules

Where any leave of absence without pay exceeds four (4) consecutive weeks:

- (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.
- (c) Benefits will accrue from the date of return to employment following such leave of absence. Except as otherwise provided elsewhere in this agreement, no nurse will accumulate illness allowance or earned vacation nor will other benefits be paid or accrue while on leave of absence, but seniority established at the point of leave will be reinstated on return to work.
- (d) In the case of leaves of absence in excess of thirty (30) consecutive calendar days in the calendar year, whichever is the shorter, the nurse's increment date shall be adjusted by the length of the leave in excess of that period.
- (e) Nurses shall not be entitled to named holidays with pay which fall during the period of leave of absence.

- (f) Notwithstanding the above, the Employer shall continue to pay premiums for benefit plans for nurses who are on paid leave of absence or Workers' Compensation. 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 the Employer and the employee continues, and in any event not longer than thirty (30) months.

ARTICLE 12 - JOB POSTING

- 12.01 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.
- 12.02 Until a vacancy is filled, the Employer may fill the vacancy on a temporary basis.
- 12.03 Applicants for posted positions must apply in writing to their immediate supervisor. Where two or more nurses apply, the Employer shall consider skill and ability, and where these are relatively equal, seniority shall govern.
- 12.04 If no internal applicant is qualified to perform the required work, the Employer may fill a vacancy from outside the bargaining unit.
- 12.05 The Employer will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.
- 12.06 A temporary vacancy is a vacancy created by a nurse's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed thirty (30) calendar days. Part-time nurses shall be given the first opportunity to fill temporary vacancies. The Employer will outline to the nurse selected to fill the vacancy the anticipated conditions and duration of such vacancy. The nurse shall have the right to return to her former position. In instances where a nurse returns prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced nurse(s).

ARTICLE 13 - HOURS OF WORK

- 13.01 The hours of work shall consist of seventy-five (75) hours in any bi-weekly period, and the work shift shall be seven and one-half (7½) consecutive hours, exclusive of meal periods.
- 13.02 The meal period shall be at least a one-half (½) hour, to be scheduled by the Employer, during a nurse's shift.

- 13.03 There shall be a paid fifteen (15) minute break period during each half shift at times designated by the Employer.
- 13.04 This Article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Union and the Employer.
- 13.05 The 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.

ARTICLE 14 - SCHEDULING REGULATIONS

- 14.01 The Employer shall post work schedules at least two (2) weeks prior to the effective date of the schedule, such schedules shall cover a six (6) week period.
- 14.02 Requests for specific days off shall be submitted to the Director of Care two (2) weeks prior to the posting.
- 14.03 Nurses shall be entitled to change shifts with other nurses provided that such nurse is qualified to do the work. The Employer shall be notified of such changes and the Employer may request written statements from the nurses involved in the change of shifts. It is agreed that if a nurse works more than the normal hours of work as a result of such shift change, such nurse shall not be entitled to payment at overtime premium rates as provided for in paragraph 15.01. Nothing herein shall be interpreted as requiring the Employer to consent to any arrangements or understanding which would require the Employer to pay overtime rates pursuant to the Employment Standards Act, as amended for work performed,
- 14.04 (a) Nurses presently employed on permanent shifts will not be rotated without their consent except for the purposes of instructions, emergencies or when regular employees on other shifts are not available.
- (b) Nurses hired after the date of October 31, 1988 may be required to rotate over three (3) shifts as necessary, A nurse requesting specific shifts on a permanent basis may be granted such requests when possible.
- 14.05 At least fifteen and one-half (15½) 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.
- 14.06 The scheduling regulations may be waived between December 15th and January 15th, so that all nurses will receive five (5) consecutive days off or more at Christmas or New Year's. Schedules for this period shall be posted at least four (4) weeks in advance.

- 4.07 There shall be no split shifts.
- 14.08 If a nurse's request for time off or exchange of shifts results in a conflict with the provisions of Article 14, the said request and the granting of such shall not be a violation of this Agreement, and shall not attract additional premium pay.
- 14.09 A nurse shall receive premium payment of double her equivalent hourly rate for all work performed as a result of a change in the posted schedule by the Employer unless the nurse and the Employer have mutually agreed to such change.
- 14.10 Except where a nurse requests weekend work or where nurses request an exchange of shifts, the Employer shall schedule the work of nurses so that each nurse shall have one weekend off every second week. Where a nurse is required by the Employer to work two (2) or more consecutive weekends, she shall receive overtime pay at the rate of one and one-half (1-1/2) her regular rate of pay for all regular hours worked on the second and any subsequent weekends until a weekend off is scheduled.

Clarity Note: The existing practice at Kapuskasing is that the Employer endeavours to schedule every weekend off for the full-time nurse. So far as is consistent with the collective agreement, and to the extent practicable, it is understood that this practice will be maintained.

ARTICLE 15 - PREMIUM PAYMENT

- 15.01 (a) 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 on the bi-weekly period.
- (b) 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 on the bi-weekly period.
- 15.02 Time less than fifteen (15) minutes per day shall not be counted as overtime and if any nurse with the approval of the Administrator or her Director of Care works in excess of fifteen (15) minutes, she shall receive a minimum of one-half (½) hour at overtime rates.
- 15.03 A nurse will be paid two times her applicable hourly rate for work performed on an overtime basis on any day that a nurse is receiving payment at the rate of time and one-half.

15.04 Minimum Reporting Allowance

- (a) 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 the nurse has not been previously notified not to report, either orally or by message left at her residence.
- (b) This Article does not apply to nurses returning to work without notice after unscheduled absence.

15.05 (a) Callback Guarantee

When a nurse is required to work outside of her regularly scheduled hours, the minimum payment will be equivalent to four (4) hours work or time and one-half (1½) 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 will receive payment at the rate of time and one-half (1½) for the hours worked prior to the commencement of her regular shift.

- (b) A nurse assigned to be on standby duty outside her regularly scheduled working hours shall receive standby pay in the amount of \$2.10 per hour for each hour of standby scheduled by the Home. Standby pay shall not be paid for hours that the Nurse is called into work during the standby period.
- (c) Where a part-time nurse who has been called into work on a shift is not able to report for work at the commencement of that shift because of insufficient advance notice, but does report for work within a reasonable period of time after having been requested to do so by the Employer, he or she will be paid for the full shift if he or she works the remaining portion of that shift.

15.06 There shall be no pyramiding of any premium pay (overtime and paid holiday pay, etc.).

ARTICLE 16 - PAID HOLIDAYS

16.01 All nurses shall receive the following holidays with pay:

New Years's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Remembrance Day
Civic Holiday (1st Monday in August)	
2nd Monday in February	

16.02 A tour that begins 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.

Notwithstanding the foregoing provisions of this Article, where a regularly scheduled shift starts at any time during the day immediately preceding the designated holiday and terminates at any time during the designated holiday, or where the regularly scheduled shift of a nurse commences during the designated holiday and concludes at any time during the day immediately subsequent to the designated holiday, such hours of the shift as are worked on the designated holiday will be paid for at premium rates.

Notwithstanding the foregoing provisions of this Article, where a regularly scheduled shift starts at any time during the day immediately preceding the designated holiday and terminates at any time during the designated holiday, all hours of that shift will be paid for at premium rates. Where the regularly scheduled shift of a nurse commences during the designated holiday and concludes at any time during the day immediately subsequent to the designated holiday, the nurse shall be paid at straight time hourly rate for all hours worked on that shift.

16.03 All work performed on any of the designated holidays by a nurse shall be paid for at time and one-half her regular rate of pay in addition to the holiday pay or be given another day off with pay in lieu on a day mutually agreed to by the Employer and the nurse.

16.04 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 normal daily tour.

16.05 The Employer will endeavour to divide paid holidays equitably among the nurses in the Home, unless mutually agreed otherwise:

16.06 If any of the holidays above occur on a full-time nurse's regular day off or during her vacation period, at the nurse's option, she shall receive either an additional day off with pay, scheduled at a mutually acceptable time, or a regular day's pay.

16.07 Part-time nurses shall be entitled to the paid holiday benefits provided in Article 16 provided they satisfy the qualifications set out in Article 16.10 (a) and (b). If a part-time nurse normally works a schedule of less than seven and one-half (7-1/2) hours per tour, the amount of payment to which she will be entitled for paid holiday pay benefit shall be based on the hours she normally works and not seven and one-half (7-1/2) hours.

- 16.08 Unless a nurse requests otherwise, when she is scheduled to work a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavour to also schedule her to work the paid holiday.
- 16.09 Unless a nurse requests otherwise, when she is scheduled off on a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavour to schedule the nurse off the paid holiday.
- 16.10 (a) In order to qualify for payment under any of the holidays designated in this Article, a nurse must work her last scheduled shift prior to and her first scheduled shift following the holiday unless absent for a bona fide reason.
- (b) An otherwise eligible nurse who is scheduled to work on one of the designated holidays but does not report to work and work as scheduled, shall forfeit her holiday pay for the particular holiday unless absent for a bona fide reason.

ARTICLE 17 - VACATIONS

- 17.01 For the purposes of calculating eligibility, the vacation year shall be the period from June 1st of any year to May 31st of the following year.
- 17.02 All normal deductions made from an employee's pay will be made from the vacation pay.
- 17.03 (a) Employees with less than one (1) year of service shall accumulate vacation credits equivalent to one and one-quarter (1-1/4) days per month of service.
- (b) Seniority employees with more than one (1) year of service but less than three (3) years shall receive three (3) weeks vacation. Vacation pay for such employees will be six percent (6%) of the earned wages of the employee for the vacation year.
- (c) Nurses with three (3) years or more of service but less than fifteen (15) years shall receive four (4) weeks vacation paid for at eight per cent (8%) of the earned wages of the nurse for the vacation year.
- (d) Nurses with fifteen (15) years or more of service shall receive five (5) weeks vacation paid for at ten per cent (10%) of the earned wages of the nurse for the vacation year.
- 17.04 In the first year of employment, after six (6) months of service, a nurse shall be entitled to request for vacation accrued to that date.

- (17.05 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.
- 17.06 Scheduling
- (a) Vacation schedules shall be posted by April 30th. 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.
 - (b) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following the vacation.
- 17.07 Vacation may not be accumulated from one year to the next but must be taken within the vacation year following the vacation year in which the employee is entitled to such vacation. Notwithstanding the above the Employer may grant a special request from a nurse to carryover a maximum of five (5) vacation days into the next year. The employee shall specify in her request to the Employer the purpose for which she is seeking the carryover.
- 17.08 Requests for vacation shall not be unreasonable and/or arbitrarily withheld.
- 17.09 Illness during Vacation
- (a) Where an employee is seriously ill prior to her scheduled vacation period, and her illness continues into the scheduled vacation period, the whole period of such illness shall be deemed sick leave.
 - (b) Where a vacationing employee becomes seriously ill so that she becomes an in-patient in a hospital, the period of her hospitalization shall be deemed sick leave.
 - (c) The portion of the employee's vacation which is deemed sick leave under this article will not be counted against the employee's vacation credits.
- 17.10 The Employer agrees that nurses may take their accumulated vacation entitlement in advance provided that the nurse has accumulated a minimum of eight (8) months towards their next year's vacation entitlement and 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 provided that such advanced vacation shall not conflict with any other nurse's normal vacation period which has already been scheduled.

The advance vacation payment shall not exceed the vacation accrued to the pay period immediately preceding the commencement of the nurse's vacation. The advance vacation payment shall be deducted from the nurse's annual vacation which would be payable following the normal May 31st cut-off date or upon termination. Any overpayment of advance vacation may be recovered by the Employer.

- 17.11 Payment of vacation pay for part-time and relief nurses shall be the last pay in May.

ARTICLE 18 - SICK LEAVE

- 18.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted only to employees with at least three (3) months of seniority on the following terms and conditions:

- (a) Absence for injury compensable under the provision of the Workers' Compensation Act of Ontario shall not be charged against sick leave credits.
- (b) Full-time employees who have completed the probationary period shall be credited with four and one-half (4-1/2) days of 'sickleave, and shall then accumulate sick leave credits at the rate of one and one-half (1-1/2) days per month of service. Once these credits are earned, they may be used when sickness forces the employee to remain at home from work. Sick leave credits used up will be deducted from the total credits accumulated.
- (c) All unused sick leave may be accumulated up to a maximum of one hundred (100) days. Nurses will be notified semi-annually of the total amount of sick time accumulated to their credit.
- (d) The Employer may require the employee to produce a medical certificate before the employee becomes entitled to sick leave benefits.
- (e) A nurse is not entitled to the benefits of this article for any period commencing with the first day and concluding with the last day of her approved maternity leave.

- 18.02 Where an employee voluntarily leaves the employment of the Employer, the Employer shall pay to her an amount equal to fifty per cent (50%) of the number of unused sick leave credits she has to her credit at the time of her termination, multiplied by seven and one-half (7-1/2) times her straight time hourly rate of pay.

18.03

(a) Where a nurse who is absent from work as a result of illness or injury sustained at work has been away pending approval of claim for Workers' Compensation, that nurse may utilize her sick leave credits, accumulated to date, provided the nurse has not received payment from the Workers' Compensation Board and two (2) weeks have elapsed from the date of her reporting the claim to the Employer. The payment will be equivalent to the lesser of the benefits she would receive from Workers' Compensation if her claim was approved or the benefit to which she would be entitled under the sick leave plan in this article. Payment under this article will only be provided if the nurse provides satisfactory evidence of disability and a written undertaking that any payment will be refunded to the employer following final determination of the claim by the Workers' Compensation Board. If the Workers' Compensation Board does not approve the claim, the monies paid as an advance will be applied toward the benefit to which the nurse would be entitled under the specific leave plan in this article. Any payment under this provision will continue until the nurse has exhausted her sick leave credits.

(b) A nurse who, as a result of lost time, accident or compensatory illness suffered in the Employer's employment, is entitled to receive compensation under the Workers' Compensation Act may have that appropriate fraction of her sick leave credits applied to supplement the compensation received from the Compensation Board. In such a case, the amount of compensation received by her, when added to the supplementation by the Nursing Home through the use of her sick leave credits will equal one hundred percent (100%) of the nurse's regular earnings so long as there are credits available.

18.04

A seniority nurse who is transferred from full-time to part-time shall retain all of her sick leave accumulated immediately prior to the time of such transfer. While employed as a part-time nurse, the nurse will be entitled to use her sick leave subject to the provisions of Article 18.01. At the time of such transfer the amount of sick leave accumulated shall be expressed as a dollar amount determined by multiplying the nurse's full-time basic hourly rate prior to the transfer by the number of hours accumulated. That sum shall then be converted to a number of hours accumulated. That sum shall then be converted to a number of hours available to the part-time nurse by dividing that sum by the hourly rate paid to the part-time nurse immediately after the transfer. Such sick leave will be paid to the part-time nurse thereafter on the basis of the nurse's hourly rate at the time of a qualifying illness until such hours are used up.

ARTICLE 19 - BENEFITS,**19.01 Life Insurance:**

The Employer will pay one hundred per cent (100%) of the cost of life insurance in the amount of two (2) times yearly salary for all full-time nurses. Nurses over age 65 are not insurable.

19.02 Extended Health Care:

The Employer agrees to offer on a voluntary basis, a major medical \$10/\$20 no.co-insurance plan to full-time nurses who are covered by this Agreement. The Employer agrees to pay one hundred per cent (100%) of the billed single/family rate for full-time nurses who elect to participate in the plan. The plan includes semi-private and private hospital accommodation coverage; hearing aid coverage of \$300 per family member; and vision care coverage of \$60 per family member, every twenty-four (24) months.

19.03 Dental Plan:

Subject to enrolment requirements, the Employer agrees to pay fifty per cent (50%) of the premium cost of a dental plan, equivalent to Blue Cross Plan #9, based on the current O.D.A. fee schedule, for eligible full-time nurses who elect to participate in the plan,

19.04 Retirement Income Plan:

Each full-time nurse shall, and part-time nurses may, establish an individually vested plan within the O.N.A. Group Registered Retirement Savings Plan. The Employer shall deduct four per cent (4%) from the nurse's gross earnings each pay period and remit it to the credit of the nurse's individual plan, together with a matching Employer contribution of four per cent (4%) of the nurse's gross earnings in the pay period. Any monies contributed by a nurse or the Employer to the pre-existing Crown Life plan shall be rolled over into the nurse's plan within the O.N.A. Group R.R.S.P. upon the written request of the nurse.

19.05 The Employer shall provide to each nurse a copy of the current information booklets for the benefits provided herein. The Employer shall provide the Union with a copy of the current Master Policy.

ARTICLE 20 - MISCELLANEOUS

20.01 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.

- .02 The term "regular pay" and "straight pay" shall mean the amounts indicated in the wage classification contained in Schedule A & B.
- 20.03 Nurses are expected to keep the Employer informed of their 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.
- 20.04 Termination
- A nurse shall normally give a minimum of two (2) weeks' notice of termination of employment. The Employer shall give a minimum of two (2) weeks' notice of termination of employment or shall pay a minimum of two (2) weeks' wages in lieu of notice, except in cases of dismissal for cause or termination during the probation period. If by law a longer notice of termination must be given or a greater sum paid in lieu of notice such longer notice must be provided or greater sum paid.
- 20.05 B
- The Employer shall provide to the Union adequate bulletin board space in such place so as to inform all nurses in the bargaining unit of the activities of the Union.
- 20.06 Pay slips are to be issued every other Thursday with an itemized statement of all deductions. Nurses leaving the employ of the Employer shall be paid all outstanding pay and credits, if any, within a reasonable period of time.
- 20.07 Before effecting any changes in rules or policies which affect nurses covered by this collective agreement, the Employer will endeavour to discuss the changes with the Union and provide copies thereof to the Union.

ARTICLE 21 - PROFESSIONAL RESPONSIBILITY

- 21.01 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 twenty (20) 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. (See Schedule C, 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 22 - PROFESSIONAL DEVELOPMENT

- 22.01 When a nurse is required by the Employer to attend an in-service program she shall be paid for all time spent in attendance at her regular straight time rate of pay. If such in-service occurs outside the nurse's regularly 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 in-service shall not count towards calculation of overtime payment.

(.02 Regular Performance Review

- (a) Upon request, each nurse shall receive a signed copy of any evaluation.
- (b) ~~When~~, as a result of a formal review of a nurse's performance, the performance of a nurse is judged to have been unsatisfactory, the nurse concerned must 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.

22.03 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 buildings, the applicable policies and procedures of the Employer and the daily routine of nurses in the Home;
- (b) the period of orientation/familiarization shall be up to five (5) days on the day shift, and if the nurse is employed to work on another shift, she will also receive three (3) shifts of orientation/familiarization on the shift 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) Inservice Education

The inservice education program will be continued and input may be given through the Nursing Committee.

22.04 Letters of discipline shall be removed from a nurse's file eighteen (18) months following the receipt of such letters provided that the nurse's disciplinary record has remained discipline free over the eighteen month (18) period.

ARTICLE 23 - RELATED COMPENSATION

- 23.01 The Employer will recognize related experience on the basis of one (1) annual increment for each two (2) years of service up to the maximum of the salary schedule. Part-time service shall be recognized on the basis of two hundred (200) tours worked in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired nurse to provide reasonable proof of related experience prior to the completion of her probationary period in order to be considered for a salary increment and if she fails to do so, she shall not be entitled to recognition.
- 23.02 (a) Effective December 5, 1988 individual salary increases for full-time registered nurses resulting from seniority levels shall be implemented as of the anniversary date of their last date of employment. The anniversary date shall be adjusted forward if necessary to account for leaves of absence or other absences under which seniority accumulation is suspended.
- (b) Seniority increases for part-time/relief registered nurses will be given on the basis that 200 worked shifts = one (1) year. (Shifts worked to be defined as shifts paid for by the Employer).
- 23.03 **Shift Differential**
- A nurse shall receive shift differential for all evening and night shifts at the rate of forty-five cents (45¢) per hour in addition to her regular pay.
- 23.04 **Relieving the Director of Care:**
- Effective December 5, 1988, a nurse who is designated in writing to relieve the Director of Care, shall be paid one dollar (\$1.00) per hour so worked in addition to her regular rate of pay.
- 23.05 **Nurse in Charge:**
- Effective December 5, 1988, 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 five dollars (\$5.00) per shift in addition to her regular rate of pay.
- 23.06 A graduate nurse in the employ of the Employer upon presenting proof of current Certificate of Competence 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 successfully passing the certification examination or the date of last hire, whichever is later.

07

- (a) When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer 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 Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 3 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 8 and 9, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Employer and duties and responsibilities involved.

Any change in the rate established by the Employer 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.

ARTICLE 24 - RETROACTIVITY


- 24.01 Except as expressly noted, all the terms and conditions of this Agreement shall be effective from the date of this Award. Provisions which are expressly made retroactive shall apply to all nurses in the bargaining unit on the date specified. The Employer will, within forty-five (45) days of February 6, 1991, send written notice to terminated nurses at their last known address, with a copy to the Union, advising them of their entitlement to retroactivity and allowing them thirty (30) days to claim retroactivity.
- 24.02 All retroactive payments to current employees will be paid in itemized cheques no later than forty-five (45) days from February 6, 1991. Retroactive payments to terminated employees will be paid within fifteen (15) days of receipt of their claims. Retroactivity paid after these dates shall include interest calculated at the bank rate on fifty (50) per cent of the total of retroactivity accumulated as of the date of payment.

ARTICLE 25 - DURATION OF AGREEMENT

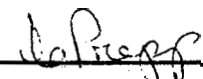
- 25.01 This Agreement will remain in full force and effect from October 31, 1988 until December 31, 1990 and shall automatically be renewed from year to year thereafter unless either party notifies the other party in writing of termination or a proposed revision, addition or deletion of the Agreement 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.
- 25.02 During the period of re-negotiation resulting from any of the provisions above, this Agreement shall remain in full force and effect.

DATED AT MARKHAM, ONTARIO THIS 21 DAY OF SEPTEMBER, 1992

FOR THE EMPLOYER



FOR THE UNION



SCHEDULE "A"Full-Time Registered NursesEffective October 31, 1988

	<u>HOURLY</u>	<u>MONTHLY</u>	<u>YEARLY</u>
START	\$15.85	\$2,575.55	\$30,906.60
1 YEAR	16.45	2,673.38	32,080.56
2 YEARS	16.71	2,715.06	32,580.72
3 YEARS	17.01	2,763.67	33,164.04
4 YEARS	17.39	2,825.96	33,911.52
5 YEARS	17.73	2,881.64	34,579.68
6 YEARS	18.12	2,944.28	35,331.36
7 YEARS	18.55	3,013.88	36,166.56

Effective April 1, 1989

	<u>HOURLY</u>	<u>MONTHLY</u>	<u>YEARLY</u>
START	\$16.17	\$2,627.06	\$31,524.72
1 YEAR	17.03	2,766.95	33,203.40
2 YEARS	17.29	2,810.09	33,721.08
3 YEARS	17.60	2,860.40	34,324.80
4 YEARS	18.04	2,931.93	35,183.16
5 YEARS	18.40	2,989.70	35,876.40
6 YEARS	18.80	3,054.69	36,656.28
7 YEARS	19.24	3,126.90	37,522.80
8 YEARS	19.53	3,173.80	38,085.60

Effective April 1, 1990

	<u>HOURLY</u>	<u>MONTHLY</u>	<u>YEARLY</u>
START	\$16.81	\$2,732.14	\$32,785.68
1 YEAR	17.71	2,877.63	34,531.56
2 YEARS	17.98	2,922.49	35,069.88
3 YEARS	18.31	2,974.82	35,697.84
4 YEARS	18.76	3,049.21	36,590.52
5 YEARS	19.13	3,109.29	37,311.48
6 YEARS	19.55	3,176.88	38,122.56
7 YEARS	20.01	3,251.98	39,023.76
8 YEARS	20.31	3,300.75	39,609.00
9 YEARS	20.62	3,350.26	40,203.12

SCHEDULE "B"Part-Time Registered Nurseseffective October 31, 1988

	<u>HOURLY</u>	<u>MONTHLY</u>	<u>YEARLY</u>
START	\$15.85	\$2,575.55	\$30,906.60
1 YEAR	16.45	2,673.38	32,080.56
2 YEARS	16.71	2,715.06	32,580.72
3 YEARS	17.01	2,763.67	33,164.04
4 YEARS	17.39	2,825.96	33,911.52
5 YEARS	17.73	2,881.64	34,579.68
6 YEARS	18.12	2,944.28	35,331.36
7 YEARS	18.55	3,013.88	36,166.56

Effective April 1, 1989

	<u>HOURLY</u>	<u>MONTHLY</u>	<u>YEARLY</u>
START	\$16.17	\$2,627.06	\$31,524.72
1 YEAR	17.03	2,766.95	33,203.40
2 YEARS	17.29	2,810.09	33,721.08
3 YEARS	17.60	2,860.40	34,324.80
4 YEARS	18.04	2,931.93	35,183.16
5 YEARS	18.40	2,989.70	35,876.40
6 YEARS	18.80	3,054.69	36,656.28
7 YEARS	19.24	3,126.90	37,522.80
8 YEARS	19.53	3,173.80	38,085.60

Effective April 1, 1990

	<u>HOURLY</u>	<u>MONTHLY</u>	<u>YEARLY</u>
START	\$16.81	\$2,732.14	\$32,785.68
1 YEAR	17.71	2,877.63	34,531.56
2 YEARS	17.98	2,922.49	35,069.88
3 YEARS	18.31	2,974.82	35,697.84
4 YEARS	18.76	3,049.21	36,590.52
5 YEARS	19.13	3,109.29	37,311.48
6 YEARS	19.55	3,176.88	38,122.56
7 YEARS	20.01	3,251.98	39,023.76
8 YEARS	20.31	3,300.75	39,609.00
9 YEARS	20.62	3,350.26	40,203.12

Article A.01 As part-time/relief nurses are not entitled to any of the monetary benefits provided in the Collective Agreement, they shall be paid as follows:

Month _____ + 8%

The salary schedule from above.

SCHEDULE "C"ASSESSMENT COMMITTEE CHAIRPERSONS

- | | |
|---|---|
| (1) Ms. M. Elizabeth Ada
Acting Principal
Algonquin College of
Applied Arts & Technology
School of Lanark County
7 Craig Street
PERTH, Ontario
K7H 1X7 | (2) Ms. Myrtle Kutschke
Association Professor
Laurentian University
254 Maki Avenue
SUDBURY, Ontario
P3E 2P2 |
|---|---|

LETTER OF UNDERSTANDING

- between -

EXTENDICARE/KAPUSKASING

- and -

ONTARIO NURSES' ASSOCIATION


Mechanical Clock System

Registered Nurses will not be required to use the Mechanical Clock System.


Upon introduction of an automated computerized time record system, the Employer may require Nurses to use time cards in accordance with the requirements of the system, and pay them in accordance with the Collective Agreement.

DATED AT MARKHAM, ONTARIO THIS 23 DAY OF SEPTEMBER, 1992.

FOR THE EMPLOYER



FOR THE UNION



LETTER OF UNDERSTANDING

- between -

EXTENDICARE/KAPUSKASING

- and -

ONTARIO NURSES' ASSOCIATION

Transfer

The Employer agrees that employees may be permitted to transfer from one nursing home to another 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 qualifications, present position, scheduling preference (if any), and when they would be able 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 the service that she/he had previously accrued for purposes of placement on the wage schedule, level of vacation entitlement provided and any other compensation conditions of employment, according to the position to which employee transfers at the new home. For purposes of transfer, promotion, 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.

DATED AT HARRISBURG, ONTARIO THIS 23 DAY OF SEPTEMBER, 1992.

FOR THE EMPLOYERFOR THE UNION

