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COLLECTIVE AGREEMENT

Between

THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON
 (ISLAND LODGE)
 (CENTRE D'ACCUEIL CHAMPLAIN)
 (CARLETON LODGE)

And

THE ONTARIO NURSES' ASSOCIATION

DATE OF EXPIRY: March 31, 1996

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COLLECTIVE AGREEMENT

Between

THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON
 (Island Lodge)
 (Centre d'Accueil Champlain)
 (Carleton Lodge)

(Hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

And

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as the "Association")

PARTY OF THE SECOND PART

The Parties hereto agree as follows:

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Registered Nurses covered by this Agreement. This Agreement provides for ongoing means of communication between the Association and the Employer. It provides means for the prompt settlement of grievances and for the final settlement of disputes and to establish and maintain salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that nurses wish to work together with the Employer to secure the best possible nursing care and health protection for residents. Appropriate committees have been created under this Agreement to work toward this objective.

ARTICLE 2 - RECOGNITION AND DEFINITIONS

- 2.01 The Employer recognizes the Ontario Nurses' Association as the exclusive Bargaining Agent for all part-time registered nurses employed in a nursing capacity by the Regional Municipality of Ottawa-Carleton at Homes For The Aged Department, Island Lodge, Centre d'Accueil Champlain, and Carleton Lodge, save and except the Director of Nursing and persons above the rank of Director of Nursing.

- 2.02 A Registered Nurse is defined as a person who is certified by the College of Nurses in Ontario in accordance with The Health Disciplines Act 1974, as amended. A Registered Nurse is required to present to the Director of Nursing, by the 15th of February of each year, her current registration certificate or proof of payment.
- 2.03 A graduate nurse is defined as a nurse with certification incomplete who is a graduate of a program acceptable to the College of Nurses and is either 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. Where a nurse fails to complete such certification requirements, she will be terminated from the employ of the Home. Such termination shall not be subject matter of grievance or arbitration procedure.
- 2.04 The word "nurses" when used throughout this Agreement shall mean persons included in the above described Bargaining Unit.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Association acknowledges that it is the function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, discharge, direct, promote, classify, transfer, lay-off, recall, suspend, or otherwise discipline nurses, provided that a claim by a nurse that she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
 - (c) make, enforce and alter from time to time rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.
 - (d) to manage the operation that the Employer is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, the services to be performed, and the methods, procedures and equipment in connection therewith.
- 3.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 There shall be no discrimination on the part of the Employer or the Association by reason of race, creed, colour, marital status, sex, age, nationality, ancestry, place of origin, residence, political affiliation or any other factors not pertinent to the employment relationship.
- 4.02 There shall be no discrimination by the Employer or the Association against any nurse on account of membership or non-membership in the Association or activity or lack of activity on behalf of the Association.
- 4.03 No nurse shall be required to undertake the care of a resident when to do so would be incompatible with the Code of Ethics of the nursing profession or place her in violation of the regulations passed under the provisions of The Health Disciplines Act: Part IV (Nursing) except in situations where the act of withdrawal of service may place a resident's life in danger.

ARTICLE 5 - NO STRIKES OR LO

- 5.01 The Association agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words "strike" and "lockout" shall be defined in the Labour Relations Act R.S.O., 1990, c.L.2 as amended.

ARTICLE 6 - ASSOCIATION COMMITTEES AND REHS**6.01 Committee Of The Association**

At each site, the Employer shall recognize a Committee of the Association which shall be composed of two (2) Association members. The Employer shall be represented by the Executive Director and the Director of Nursing. The function of the Committee shall be:

- (a) to discuss matters arising out of the interpretation or administration of the Collective Agreement:
- (b) to promote and provide effective and meaningful communication of information and ideas and to discuss matters of general concern.

Meetings shall be held at least once every three (3) months or at any other time as determined by the Parties. Where possible, agenda items shall be exchanged at least five (5) days in advance. In matters affecting more than one (1) work site, the Department Head may arrange

a meeting of the Executive Director and Association representatives from each work site to discuss the matter(s).

Either Party shall have the right to have the assistance of external resources at the meeting(s) but the other Party should be notified in advance of such attendance.

The Association will provide the Employer with the names of its officers and Committee members. This list will be revised when changes occur.

6.02 Negotiations Committee

The Employer will recognize one representative from each of the Homes to act as a representative on the Negotiations Committee.

6.03 Representatives

The Employer shall recognize a nurse representative at each site to be appointed (or elected) by the Association.

- 6.04 (a) Both Parties recognize their responsibilities under the Occupational Health & Safety Act and will take the necessary steps to ensure a safe and healthy work environment in accordance with the applicable legislation.

(b) **Certified Workers**

The Employer shall recognize a Registered Nurse as a certified worker pursuant to the Occupational Health and Safety Act, as selected by the Association.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association.

- 7.02 The amounts deducted in accordance with Article 7.01 shall be remitted to the Provincial Treasurer of the Association by cheque in the month following the month in which the deductions were made, and shall be accompanied by particulars identifying each nurse and the deductions made on her behalf.

- 7.03 The amount of the regular monthly dues shall be those authorized by the Association and the Provincial Secretary Treasurer of the Association shall notify the Employer of any changes therein and such notification

shall be the Employer's conclusive authority to make the deduction specified.

- 7.04 In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 7.05 The Employer agrees to inform all newly hired nurses of the names and addresses of Association Representatives. Such names and addresses will be provided to the Employer by the Association.
- 7.06 (a) The Employer shall, at the time of hiring, notify the Association in writing of the particulars of new part-time nurses falling within the Scope of this Agreement including their name, address, department, classification and social insurance number.
- (b) The Employer shall, following the end of each calendar month, notify the Association in writing of the names of persons who have retired, resigned or by reason of change of status are no longer members of the bargaining unit.
- 7.07 The Employer agrees to provide newly hired nurses, members of the bargaining unit, with copies of the Collective Agreement as well as the names, locations, and phone numbers of representatives of the Association. The Association must provide the Employer with such list and the updates when required.
- 7.08 When a nurse is required by the Home to serve on committees the meetings shall be scheduled during her regular working hours or she shall be paid for time in attendance at such meetings at straight time rates or be provided time off in lieu at the Employer's option.
- 7.09 When a nurse is required by the Home to attend inservice/courses outside of her regularly scheduled working hours, she shall be paid for all time spent in attendance at such inservice/courses at straight time rates or be provided time off in lieu at the Employer's option.
- 7.10 A member of the bargaining unit, other than a casual employee, shall not be laid off, terminated or have her hours reduced as a result of work normally performed by members of the bargaining unit being reassigned to anyone who is not a member of the unit. This provision does not apply to an emergency, work performed for the purpose of

experimentation or instruction, or when nurses are not available to work.

ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

8.01 For the purposes of this Agreement, a grievance is a complaint which has been reduced to writing respecting the meaning and/or application of the provisions of this Agreement and all matters pertaining thereto. A grievance may concern a difference arising between a nurse and the Employer or the Association and the Employer.

8.02 Complaint Stage

The Parties to this Agreement share a desire to adjust nurse complaints as quickly as possible.

Nurses shall discuss their complaints with their Immediate supervisor within five (5) calendar days of the occurrence giving rise to the complaint, so as to afford the Supervisor an opportunity to resolve the complaint. Nurses may be accompanied by a representative of the Association when their complaints are being discussed with their Supervisor.

In cases where complaints are beyond the power of the Immediate Supervisors to resolve, such complaints shall be referred to the Director of Nursing.

8.03 Complaint Stage Must Precede Grievance

A nurse shall not file a grievance until he or she has discussed the complaint with their Immediate Supervisor in accordance with Article 8.02.

8.04 Writing And Timing Of Grievance

When a nurse has presented a complaint to the Immediate Supervisor in accordance with Article 8.02 and the complaint has not been resolved to such nurse's satisfaction within three (3) calendar days of the meeting, she may file a grievance with the Executive Director of the Home.

The grievance must be signed and dated by the nurse within fifteen (15) calendar days of the day on which such nurse was notified or became aware of the incident giving rise to the grievance or within ten (10) calendar days of the receipt of the reply of the Supervisor to the complaint, whichever shall last occur.

8.05 Step One of The Grievance Procedure

- (a) The Executive Director of the Home or designate shall meet with the Grievor and Association Representative within five (5) calendar days from the day upon which it was presented, and shall, within five (5) calendar days from the meeting render a decision in writing.
- (b) In cases involving discipline, the nurse may submit a grievance directly to Step 1 of the Grievance Procedure.

8.06 Procedure - Step One To Step Two

If the Executive Director of the Home or designate:

- (a) fails to meet the Grievor and the Association Representative; or
- (b) fails to render a decision to the Grievor and the Association Representative within the times prescribed in Step One; or
- (c) gives a decision which is not acceptable to the Grievor and the Association Representative;

the nurse or Association Representative may forward a copy of the grievance to the Commissioner of Human Resources within fifteen (15) calendar days from the day upon which the grievance was presented to the Executive Director or designate.

8.07 Step Two Of The Grievance Procedure

The Commissioner of Human Resources or designate shall, within seven (7) calendar days after the service of the copy of the grievance, meet with the nurse and/or Association Representative and the Executive Director or designate, and shall, within five (5) calendar days after the meeting notify the nurse and Association in writing of the decision.

8.08 Time Limit To Process To Arbitration

In the event that the decision of the Commissioner of Human Resources or designate is not acceptable to the nurse/Association, the Association may notify the Commissioner of Human Resources within ten (10) calendar days of the receipt by it of the decision of the Commissioner of Human Resources that it desires to submit the grievance to Arbitration for final disposition in accordance with the procedures set out in this Agreement.

8.09 Discharge Grievance

- (a) Where the grievance relates to the discharge of a nurse, such nurse **may** file a grievance directly with the Commissioner of Human Resources, through the Executive Director of the Home. The grievance must be signed and dated by the nurse within five (5) calendar days of notification of discharge. The grievance will then proceed in accordance with Article 8.07.
- (b) In cases of discharge, the nurse will be informed of her right to have a representative of the Association in attendance at a meeting for the purpose of explaining the reason(s) for the discharge.

8.10 Representation By Association

At any stage of the Grievance Procedure, the Grievor may be present and/or may be represented by the Association.

8.11 Time Limits

The time limits expressed in this Article are calendar days, and may be extended by mutual agreement between the Association and the Employer. In each case, a request to extend the time limits **must** be in writing, stating the reason for the request. The Employer or the Association shall reply in writing.

8.12 Grievances Initiated By Employer or Association

A complaint or grievance arising directly between the Employer and the Association not dealing with individual employee concerns, but concerning the interpretation, application or alleged violation of the Agreement shall be submitted directly to the Commissioner of Human Resources through the Executive Director of the Home within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance.

8.13 Identical Grievances

When a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing, with the signature of each nurse who is grieving, at the first step of the grievance procedure within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or Ought reasonably to have come to the attention of the nurse(s).

ARTICLE 9 - ARBITRATION OF RL**9.01 Applying For Arbitration**

Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that any provision of this Agreement has been violated, either of the Parties may, after exhausting the Grievance Procedure established by Article 8, notify the other Party in writing of its desire to submit the matter to Arbitration in accordance with Article 8.08, and the notice shall contain the name of the first Party's appointee to the Board of Arbitration.

The recipient of the notice shall, within ten (10) calendar days, inform the other Party of the name of its appointee to the Board of Arbitration. The two appointees so selected shall, within ten (10) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson.

9.02 Request To Minister To Appoint

If the recipient of the notice fails to appoint a member, or if the two appointees fail to agree upon a Chairperson within the time limits set out in Article 9.01, either of the Parties may, on not less than two (2) days' notice in writing to the other Party, apply to the Minister of Labour of Ontario to make the appointment.

9.03 Hearing And Decision

The Board of Arbitration shall hear and determine the matter and shall issue a decision. That decision is final and binding upon the Parties and upon any nurse affected by it. The decision of a majority is the decision of the Board of Arbitration, but if there is no majority, the decision of the Chairperson shall govern.

9.04 Decision Must Accord With This Agreement

The Board of Arbitration shall not have the power to alter or amend any provision of this Agreement or to substitute any new provision for an existing provision or to render any decision inconsistent with the provisions of this Agreement.

9.05 Board May Appropriately Determine Penalty

Where the Board of Arbitration determines that a nurse has been discharged or otherwise disciplined by the Employer for cause, the Board of Arbitration may

substitute such other penalty for the discharge or discipline as the Board of Arbitration deems just and reasonable in all the circumstances.

9.06 Expenses Of Arbitration

Each Party shall bear the expenses of its **OWN** Arbitrator, and shall bear equally the expenses of the Chairperson and all other expenses of the Arbitration.

9.07 Substituting Single Arbitrator For Arbitration Board

Wherever Arbitration Board is referred to in the Agreement, the Parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply. This is exclusive of any process(es) available to the Parties outside of the Collective Agreement.

9.08 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of the Labour Relations Act.

ARTICLE 10 - SENIORITY

- 10.01**
- (a) Newly employed nurses employed in regular part-time positions will be considered to be on probation for 450 hours.
 - (b) With the consent of the Association, such probationary period may be extended by a further 300 hours.
 - (c) Following the completion of the probationary period, seniority shall then be credited as of the date of the last entry into the service of the Employer and shall be cumulative.
 - (d) The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:
 - i) reasons which are arbitrary, discriminatory or in bad faith;
 - ii) exercising a right under this Agreement.

The Employer agrees to provide **written** reasons for the release of a **probationary** nurse within seven (7) days of such release.

- (e) For nurses hired\employed on a casual basis, the provisions of 10.07 shall apply.

10.02

- (a) The Employer will keep an up-to-date seniority list, post the same in a conspicuous place, revise the same semi-annually and supply copies of same to the Association.
- (b) The seniority list referred to in 10.02(a) above shall be calculated using straight-time hours paid.

10.03

- (1) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
 - (a) when on a leave of absence with pay;
 - (b) when in receipt of temporary total benefits from the Workers' Compensation Board.
 - (c) when on Parental Leave or Adoption Leave, provided such nurse has thirteen (13) or more weeks of service;
- (2) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
 - (a) when on approved leave of absence without pay;
 - (b) when absent due to lay-off for a period of eighteen (18) months or to extent of accumulation of seniority if such is less than eighteen (18) months;
 - (c) when in receipt of temporary partial or a permanent pension from the Workers' Compensation Board.
 - (d) a nurse who accepts a position outside the Bargaining Unit shall retain but not accumulate seniority while in that position. Such seniority will not be recognized until the nurse has returned to the Bargaining Unit.
- (3) Seniority shall be lost if the nurse:
 - (a) voluntarily resigns or leaves the employment of the Employer or is absent from work without authorization for a period in excess of five

(5) working days, in which case it shall be deemed to be a voluntary termination;

- (b) is discharged and not reinstated:
- (c) fails to report to work within three (3) working days after having been notified of a recall to work following a lay-off unless the nurse provides an acceptable reason:
- (d) fails to return to work upon termination of authorized leave of absence unless the nurse provides an acceptable reason, such failure shall be considered a voluntary termination:
- (e) refuses to continue to work or return to work during an emergency which seriously affects the Home's ability to provide adequate resident care, unless the nurse provides an acceptable reason:

10.04

- (a) In filling of regular part-time vacancies of a permanent nature or of a temporary nature, of six (6) months or more, the Employer will post notices of such vacancies for five (5) calendar days prior to making an appointment to any such position in order that any interested nurse may apply. If no qualified nurse applies, the Employer may then hire a new nurse. The names of the successful applicants shall be posted by the Employer.
- (b) In all cases of transfer or promotion, the following factors shall be considered:
 - (i) ability, experience, performance and qualifications;
 - (ii) seniority;

Where the qualifications of factor (i) are judged to be relatively equal, seniority shall govern.

In cases where the senior nurse is not selected for the position, if the nurse requests, the Employer will meet and explain the reason(s) for not being selected.

- (c) A nurse may make a written request for transfer or change of shift by advising the Director of Nursing and filing a request for transfer form with the Director of Nursing at the Home where the nurse wishes to transfer, with a copy to the Director of Nursing at the Home where such nurse works. Such request for transfer shall specify the Home and

shifts requested and shall become active as of the date it is received by the Employer and shall remain so until December 31 following. such request for transfer or change of shift shall be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

- 10.05
- (a) In cases of vacancies of a temporary nature arising from leave of absence situations or other leaves provided for in the Collective Agreement, the Employer will outline to the nurse selected by the Employer to fill the temporary vacancy the conditions and duration of such vacancy.
 - (b) A nurse who substitutes temporarily in a classification that is excluded from the Scope of a bargaining unit shall be deemed to be covered by the provisions of this Collective Agreement but shall be compensated in accordance with the salary schedule and daily working rules of the excluded position.
 - (c) A part-time nurse relieving in a full-time position shall continue to receive the percentage in lieu of benefits for a period of six (6) months.
 - (d) The selection or appointment of nurses for any supervisory position not covered and covered by this Agreement shall be subject to a trial period of three months. The purpose of the trial period is to determine whether the position is suitable to the employee and so that the Employer can determine if the employee is suitable and capable of performing the work of the position. Should the employee not find the position suitable or the Employer not find the employee suitable and/or capable, the employee shall be returned to her former position and any other subsequent appointments resulting from the original selection or appointment will also be reversed.

10.06 Layoffs And Recall (Applicable To Regular Part-Nurses)

- (a) In all cases where a layoff of a nurse is to take place, nurses shall be laid off in accordance with Bargaining Unit seniority by classification so that probationary nurses shall be laid off first, provided that the remaining nurses are able to satisfactorily perform the available work.

- (b) Nurses shall be recalled in the reverse order of layoff.
- (c) No layoff for lack of work or notice of layoff of seniority nurses may take place until thirty (30) calendar days after the affected nurses have been so advised and a meeting has been held with the Association to outline the situation. In the event such notice is not provided, the affected nurse(s) shall be provided with payment in lieu of the period of notice not given. In any event, the combination of notice and/or payment will not exceed thirty (30) calendar days. Any payment will be for those hours the nurse would regularly work.
- (d) No reduction or alteration in the hours of work shall take place to prevent or reduce the impact of a layoff without prior consultation with the Association.
- (e) All part-time nurses who are on layoff will be given job opportunity in the part-time category before any new nurse.

10.07 Applicable To casual Part-Time Nurse?

- (a) A casual part-time nurse who is successful in a competition for a regular part-time position will be credited with hours worked as a casual nurse for purposes of completing the probationary period for regular nurses provided no break in service with the Employer. In all cases, the Employer may request an extension of the probationary period for regular part-time nurses as outlined in 10.01 (b).
- (b) If there is to be a decrease in the number of nurses required on a casual basis, nurses with less than 450 hours service will be so informed before nurses with 450 hours service.

ARTICLE 11 - EVALUATIONS AND ADVERSE R-----

- 11.01 The Employer shall make available to a nurse or an Officer of the Association, with the consent of the nurse concerned any report concerning their work which may be on their personal file, including particulars of any complaint that may be detrimental to the nurse's advancement or standing with the Employer.
- 11.02 Each nurse shall be provided with a signed copy of a written evaluation of their work performance at the completion of their probationary period and on an annual basis thereafter. A nurse shall acknowledge receipt of

such evaluation by affixing her signature to the original and the date thereof and may indicate her agreement or disagreement with the contents.

- 11.03 upon reasonable notice a nurse may review her personal file in the presence of her Director of Nursing or designate, and be provided with a copy of any document requested. She may be accompanied by her nurse representative or executive member. Under normal circumstances, such a review may be restricted to once yearly.

11.04 **Evidence From File**

Notices of disciplinary action which may have been placed in the personal file of nurses shall be removed after not more than twenty-four (24) months have elapsed since the disciplinary action has been taken, provided that no similar disciplinary action has been recorded.

ARTICLE 12 - SPECIAL LEAVE/LEAVE OF ABSENCE

The provisions of Article 12.01, 12.02 and 12.03 are only applicable to casual part-time nurses if nurse was pre-scheduled to work on the day(s) in question.

12.01 **Bereavement Leave**

(a) **Definition of Immediate Family**

For the purpose of this Article, the Immediate Family is defined as the nurse's father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, step-child or ward.

(b) **Bereavement - Immediate Family**

When a member of a nurse's Immediate Family dies, the nurse shall be entitled to Bereavement Leave with pay for a period of up to four (4) consecutive calendar days.

(c) **Bereavement - Other Family Members**

A nurse is entitled to Bereavement Leave, with pay, for up to three (3) consecutive calendar days, in the event of the death of the nurse's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandchild.

12.02 **Special Leave**

To qualify for Special Leave, a nurse must have completed the probationary period.

Special Leave is a provision which is designed to enable a nurse to be absent from employment with full pay for the following reasons:

- (a) the unexpected or sudden illness of the nurse's spouse or child which prevents the nurse from reporting to duty;
- (b) emergency situations which prevent the nurse from reporting for duty;
- (c) the birth or adoption of a child;
- (d) except in emergency situations, notice must be at least 48 hours in advance;
- (e) nurses who have taken Special Leave may be required to produce satisfactory evidence;
- (f) Special Leave under 12.02 (a), (b) and (c) is limited to a maximum of three (3) days per annum.

12.03

Jury And Witness Duty

A nurse subpoenaed as a witness or juror will receive pay for those days of her regular schedule during which she is required to be absent.

12.04

(a) Parental Leave

A nurse who has completed 13 weeks of service since her last date of hire shall be entitled to maternity/parental leave in accordance with the Employment Standards Act. Upon application a further six months may be granted. The nurse shall be entitled to return to her regular duties upon completion of Parental Leave.

(b) Maternity Leave

Applicable Only to Regular Part-time Nurses

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Supplemental Unemployment Benefit (SUB) Plan, a regular part-time female nurse who is on maternity leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance

benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

12.05 Leave For Other Reasons

Nurses who desire leave of absence without pay for other reasons shall make application through the Department Head to the Commissioner of Human Resources.

12.06 Leave For Union Business

The Employer shall grant reasonable leaves of absence with pay to representatives of the Association to attend grievance hearings, joint committee meetings and to deal with nurse concerns of an urgent nature when such occurs during a nurse's scheduled working hours.

12.07 Elected Officers Of Association

- (a) A nurse who is elected to the Office of President of the Ontario Nurses' Association shall be granted, upon written request, leave of absence for a period of up to two years. During such leave of absence, salary will continue to be paid by the Employer and the Association will reimburse the Employer for such salary.
- (b) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the Office of President, shall be granted reasonable leaves of absence during the year, provided sufficient advance notice is given for replacement purposes.
- (c) The Employer shall grant reasonable leaves of absences without pay to representatives of the Ontario Nurses' Association for the purpose(s) of conducting local Association business provided sufficient advance notice is given for replacement purposes.
- (d) A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association, shall be granted, upon reasonable notice in writing, leave of

absence. During such leave of absence, salary will continue to be paid by the Employer and the Association will reimburse the Employer for such salary.

12.08 Leave For Negotiation\Conciliation

Leave with pay for negotiation\conciliation meetings with the Employer will be provided if the nurse was prescheduled to work at the time of the meeting.

12.09 Prepaid Leave

Prepaid leave is an employee funded leave of absence to be used for the purpose of upgrading educational requirements as they pertain to nursing. Employees self fund the Prepaid Leave by deferring 20% of their regular bi-weekly earnings for a period of four (4) years, immediately prior to the Prepaid Leave. Prepaid Leave may extend up to one full year during which the employee will be paid an amount equivalent to approximately 80% of their regular earnings. The salary paid during the Prepaid Leave is funded fully by the salary deferred.

A. Qualifications

In order to qualify for consideration of commencing a Prepaid Leave plan, employees must be regular part-time registered nurses with at least 6,000 hours continuous service.

B. Method of Application

- i) Qualified employees must make written application to their Department Head through the Director of Nursing requesting that they commence a four year period of 20% salary deferral to provide for Prepaid Leave. The date and duration of the Prepaid Leave must be specified as well as the purpose of the leave.
- ii) Approval will be granted solely at the discretion of the chief Administration Officer upon recommendation of the Department Head and approved applications shall be forwarded to the Commissioner of Human Resources for review and to ensure compliance with the terms of this agreement. Employees will be given an indication within two months of whether or not their application has been approved.

C. Administration of Prepaid Leave

- i) Once the application has been approved in accordance with (B)(i), the 20% salary deferral shall commence in accordance with the deferred tax legislation and rulings by Revenue Canada.
- ii) During the salary deferral period, W.C.B. benefits shall be paid in accordance with the Workers' Compensation Act. There shall be no salary deferral while in receipt of this benefit.
- iii) Any single Prepaid Leave shall normally be for a period of twelve (12) months but may also be for other periods as agreed between the parties and in accordance with the applicable legislation and rulings by Revenue Canada.
- iv) The salary while on Prepaid Leave shall be based on the total amount of salary deferred by the employee, paid to the employee in bi-weekly instalments over the period of the leave.
- v) During the Prepaid Leave the following conditions shall apply:
 - length of service and seniority shall be frozen for the period of the Leave;
 - the employee returning from Prepaid Leave shall return to her regular duties;

All other benefits/entitlements under the Collective Agreement shall be suspended until completion of the Leave.
- vi) An employee is required to return to employment with the corporation for a minimum period equal to the length of Prepaid Leave.
- vii) Any two (2) Prepaid Leave periods must be separated by minimum of seven (7) years of service. However, in special circumstances, this period may be shortened.

D. Payout of Unused Deferred Income

- i) On death, termination or retirement, any unused deferred salary shall be paid in lump sum to the employee or to the estate of the employee in the case of death.

ii) If for any reason it is necessary to defer the actual year of the Prepaid Leave, the deferral shall not cause the year of the Prepaid Leave to commence more than six (6) years from the initial salary deferral the Prepaid Leave has not been utilized, the amount of deferral shall be paid to the employee in a lump sum.

E. This provision is subject to modification at any time by mutual agreement or to bring in line with any legislation/rulings by Revenue Canada following negotiations with the parties.

ARTICLE 13 - CAREER DEVELOPMENT

13.01 Nurses are eligible to apply for Education Leave and such leave may be granted to the nurse with or without pay in accordance with the Staff Educational Policy of the Employer at the time the leave is approved.

13.02 The Employer recognizes the benefit of maintaining an ongoing inservice education program. When required by the Employer to attend inservice education programs or other educational functions, nurses shall be paid their regular salary for all time spent at such functions as well as tuition fees and transportation costs incurred if the course is held outside the Region.

13.03 The Employer shall post notices of all relevant workshops, conferences and seminars in order that nurses who are interested may apply. Recognizing the ongoing requirement for staff training and development, the Employer will consider all applications taking into account the operational concerns of the Homes as well as the individual training needs of the employees.

ARTICLE 14 - TERMINATION RESULTING FROM ORGANIZATIONAL CHANGE (Applicable To Regular Part-Time Nurses)

14.01 (a) (i) When a position is declared surplus or redundant as a result of organizational change, the Employer shall endeavour to find alternate employment for the incumbent following the notice of termination, which employment the nurse may refuse. Declared surplus or redundant shall mean when the position in question is deleted from the established positions of the Employer.

(ii) If the Employer is unable to find alternative employment for the nurse in question, or if the nurse does not accept the alternative employment, then the nurse may elect her

rights under either Article 10.06 or 14.01 (b).

(b) Notification Of Termination

If the nurse has so elected, in accordance with Article 14.01 (a) (ii), the nurse shall be given a lump sum on termination in accordance with the following schedule:

- (i) if the nurse has more than one (1) year but less than three (3) years of continuous service, a lump sum payment equal to two (2) months' pay at the rate of pay the nurse was earning at the time the position became redundant or surplus;
- (ii) if the nurse has three (3) years but less than five (5) years of continuous service, a lump sum payment equal to three (3) months' pay at the rate of pay the nurse was earning at the time the position became redundant or surplus;
- (iii) if the nurse has five (5) years but less than eleven (11) years of continuous service, the nurse shall be entitled to a lump sum payment equal to four (4) months pay at the rate of pay the nurse was earning at the time the position became redundant or surplus;
- (iv) if the nurse has eleven (11) years but less than sixteen (16) years of continuous service, the nurse shall be entitled to a lump sum payment equal to six (6) months' pay at the rate of pay the nurse was earning at the time the position became redundant or surplus;
- (v) if the nurse has sixteen (16) years but less than twenty (20) years of continuous service, the nurse shall be entitled to a lump sum payment equal to nine (9) months' pay at the rate of pay the nurse was earning at the time the position became redundant or surplus;
- (vi) if the nurse has twenty (20) or more years of continuous service, the nurse shall be entitled to a lump sum payment equal to twelve (12) months' pay at the rate of pay the nurse was earning at the time the position became redundant or surplus.
- (vii) For the purpose of this schedule, a year equals 1500 straight time hours worked.

- (viii) a month's pay shall be determined by taking the average hours worked per month in the six months immediately proceeding the nurse's last day of work.

ARTICLE 15 - RETIREMENT LEAVE

- 15.01 The effective date of retirement of a nurse shall be the first day of the month following the month in which the nurse reached retirement age (age 65).

ARTICLE 16 - HOLIDAYS

16.01 Named Holidays

The following Holidays shall be recognized by the Employer:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

And, in addition, any day proclaimed as a holiday by the Federal, Ontario or Regional Government shall be a Recognized Holiday.

16.02 Payment For Holiday

- (i) When a part-time nurse works on a paid holiday, she shall receive pay at time and one-half for all hours worked in addition to the regular pay if entitled as per (ii) below.
- (ii) A part-time nurse who received pay for a minimum of 12 of the 28 days previous to the holiday but does not work on the holiday, shall receive a day's pay provided such nurse works or receives pay for the last scheduled shift prior to the holiday and the first scheduled shift after.

- 16.03 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. This is in accordance with the definition of standard day contained in this Agreement.

- 16.04 If it is known in advance that additional part-time staffing will be needed on a statutory holiday falling on a Monday, and if required and mutually agreeable, regular part-time nurses scheduled to work on the Saturday and

Sunday immediately preceding the holiday shall be given preference for scheduling on the holiday Monday. It is understood that the part-time nurses must have experience in the work unit.

ARTICLE 17 - VACATION PAY \ VACATION LEAVE WITHOUT PAY

Vacation Pay

17.01 A part-time nurse shall receive vacation pay equal to a percentage of gross current year earnings. This percentage shall be:

- (a) 6% if nurse has completed less than three (3) years of continuous service;
- (b) 8% if nurse has completed three (3) but less than fifteen (15) years of continuous service;
- (c) 8.4% if nurse has completed fifteen (15) but less than sixteen (16) years of continuous service;
- (d) 8.8% if nurse has completed sixteen (16) but less than seventeen (17) years of continuous service;
- (e) 10% if nurse has completed seventeen (17) years of continuous service.
- (f) 12% if nurse has completed twenty-five (25) years of continuous service.

17.02 Vacation pay in accordance with 17.01 shall be paid to each nurse on her regular bi-weekly cheque.

17.03 Leave Without Pay

In addition to the vacation pay entitlement specified in 17.01, nurses shall be eligible for leave:

- (a) 3 weeks if nurse has completed less than three (3) years of continuous service.
- (b) 4 weeks if nurse has completed three (3) but less than fifteen (15) years of continuous service.
- (c) 21 days if nurse has completed fifteen (15) but less than sixteen (16) years of continuous service.
- (d) 22 days if nurse has completed sixteen (16) but less than seventeen (17) years of continuous service.
- (e) 5 weeks if nurse has completed seventeen (17) years of continuous service.

(f) 6 weeks if nurse has completed twenty-five (25) years of continuous service.

17.04 For the purpose of vacation entitlement, as set out in Article 17.01 and 17.03, length of continuous service shall mean combined service with the Employer provided no break in service. For the purpose of this clause, 1500 paid hours of part-time service shall equal one (1) year of full-time service.

17.05 Any change in a nurse's vacation pay entitlement in accordance with this Article shall accrue to her effective the date she has completed the eligibility requirement.

17.06 Vacations

(a) Vacations may be scheduled at any time during the year as mutually agreed between the Employer and the nurse.

(b) In the event of a conflict, seniority shall prevail.

ARTICLE 18 - BULLETIN BOARDS

18.01 The Employer shall provide a bulletin board for the use of the Association. Notices relating to Association business must be approved by the Employer prior to posting and such approval must not be unreasonably withheld.

ARTICLE 19 - COPIES OF THE AGREEMENT

19.01 The Employer will provide copies of the Collective Agreement in both official languages. Costs will be shared on a 50\50 basis by the Employer and the Association. Copies of newly signed Collective Agreements shall be made available at the Homes.

ARTICLE - CHANGES IN POLICY

20.01 The Parties to this Agreement shall discuss any policy changes that alter the conditions of employment or working conditions.

ARTICLE 21 - RIGHTS AND PRIVILEGES

21.01 No right, benefit or privilege enjoyed, received or possessed by any nurse shall be altered or revoked without prior consultation and notification.

ARTICLE 22 - ORIENTATION

- 22.01 Newly hired nurses shall have a planned orientation before becoming part of the staffing pattern.

ARTICLE 23 - PLURAL OR MASCULINE TERMS

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

ARTICLE 24 - TIME OFF FOR VOTING

- 24.01 (a) Nurses who are qualified electors in a municipal or provincial election shall, for the purpose of casting their votes on an election day, be excused, if required, from their regular duties for a period sufficient to allow them three (3) consecutive hours for the purpose of voting.
- (b) Nurses who are qualified electors under the Canada Election Act shall, for the purpose of casting their votes on an election day, be excused, if required, from their regular duties for a period sufficient to allow them four (4) consecutive hours for the purpose of voting.

ARTICLE 25 - PROFESSIONAL RESPONSIBILITY

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

- A) 1) Complain in writing to the Nurse Management Committee within thirty (30) calendar days of the alleged improper assignment. The Chairperson of the Committee shall convene a meeting of the Committee within fifteen (15) 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 ten (10) calendar days of the meeting of the Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses: one chosen by the Employer, one chosen by the Ontario Nurses' Association and one chosen from a panel of independent registered nurses who are well respected within the profession and who shall act as Chairperson.

- iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what decisions it finds appropriate in the circumstances. The Assessment Committee shall report its decisions in writing to the parties within thirty (30) calendar days following completion of its hearing.
- B) i) The members of the panel shall sit in a rotation agreed upon by the parties. If a panel member is unable to sit within the time limits stipulated, the panel member next scheduled to sit will be appointed by the parties.
- 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 26 - SCHEDULES

- 26.01 Attached hereto and forming part of this Agreement are:
- Schedule 1 - Salary Schedule & Classification
- Schedule 2 - Hours of Work and Working Conditions
- Schedule 3 - Workers' Compensation
- Schedule 4 - Professional Responsibility Chairpersons

ARTICLE 27 - DURATION OF AGREEMENT

This Agreement shall remain in force from April 1, 1994 ~~until March 31, 1996~~ and shall be automatically renewed from year to year thereafter unless either Party notifies the other Party in writing of proposed revision, addition or deletion to the Agreement or any of its provisions. Such notification will be made within ninety (90) days prior to the termination of this Agreement or in any year thereafter.

During the period of negotiation resulting from any of the provisions above, this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement
on the 14th day of Sept 1995.

FOR THE REGIONAL MUNICIPALITY
OF OTTAWA-CARLETON

[Signature]
[Signature]

FOR ONTARIO NURSES'
ASSOCIATION

[Signature]
[Signature]

SCHEDULE 1

A1 All changes in salary, whether the result of promotion, demotion, filing with the Employer proof of registration or attainment of a service anniversary date, shall be effective on the date of such occurrence.

A2 **Tour Differential**

A nurse shall be paid a shift premium of 80¢\hr. for all hours worked between 1530 hours and 0730 hours provided such nurse has been scheduled to work the evening or night shift.

A3 **Responsibility Allowance**

(a) When a registered nurse is designated to replace the Unit Manager she shall be paid a responsibility allowance of one dollar and twenty cents (\$1.20) per hour.

(b) When a registered nurse is designated to replace the evening or night supervisor or is designated as the nurse in charge of the facility, she shall be paid a responsibility allowance of ninety cents (90¢) per hour in addition to her regular salary and tour differential, effective April 7, 1993.

A4 **Pay Roll Policies**

Pay slips are to be issued bi-weekly with a clarified, itemized statement of all deductions, premiums, and changes of increments. Nurses leaving the employ of the Employer shall be paid all outstanding pay and credits as soon as possible following the date of termination.

A5 **Beginning Salaries**

Part-time nurses shall progress from the start rate of the salary scale on the basis of hours worked (1500 hours constitute one year).

Starting salaries of newly hired nurses shall include recognition of related experience as an R.N. in full-time nursing service at the rate of one (1) increment for each recently completed full-time year of related service to a **maximum** of the **sixth** (6th) step in the salary schedule. (In the case of a part-time nurse fifteen hundred (1500) hours would be equivalent to one year).

A6

Promotions

Upon promotion to a higher paid classification, a nurse shall receive the salary in the new classification to which she was promoted in accordance with the Salary Administration Policy of the Employer.

A7

Re-Alignment Of Duties And Establishment Of New Positions

- (a) When the duties of a position covered by this Agreement are changed to the extent it may warrant a classification review or when a new position appropriately covered by **this** Agreement is established, notification of the change and the job description will be forwarded to the Association.

- (b) The Employer agrees to consult with O.N.A. on any new classification(s) falling within the Scope of O.N.A. which was not previously within the Scope and not within an existing salary schedule. In the event the Parties cannot reach agreement on the rates of pay, it will be the subject of future negotiations and Arbitration if required.

SCHEDULE 1 - SALARY SCHEDULE AND CLASSIFICATION

Part-time and Casual Registered Nurses shall be compensated for their service in accordance with the following salary grid:

START	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
	1500	3000	4500	6000	7500	9000	10500	12000	13500

REGISTERED NURSE**Effective April 1, 1994**

17.15	18.06	19.43	20.15	20.91	21.64	22.53	23.94	24.78	25.60
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Effective April 1, 1995 (for nurses earning \$30,000, annually or more as**Contract Act)**

16.81	17.71	18.46	19.49	20.51	21.54	22.53	23.94	24.78	25.60
-------	-------	-------	-------	-------	-------	-------	-------	-------	-------

Effective April 1, 1995 (for nurses earning less than \$30,000 annually as defined by the Social Contract Act

16.81	17.71	18.46	19.49	20.51	21.54	22.82	24.10	25.38	26.67
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NURSING SUPERVISOR I (CARLETON LODGE\CHAMPLAIN LODGE)

18.85	20.85	22.25	23.70	25.22	26.82
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Effective April 1, 1995 (for nurses earning \$30,000 annually or more as defined by the Social Contract Act

18.48	20.85	22.25	23.70	25.22	26.82
-------	-------	-------	-------	-------	-------

Effective April 1, 1995 (for nurses earning less than \$30,000 annually as defined by the Social Contract Act

18.48	20.85	22.52	24.24	26.04	27.94
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START	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
	1500	3000	4500	6000	7500	9000	10500	12000	13500

NURSING SUPERVISOR II (ISLAND LODGE)Effective April 1, 1994

19.34	21.28	22.77	24.32	25.95	27.65
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Effective April 1, 1995 (for nurses earning \$30,000 annually or more as defined by the Social Contract Act)

18.96	21.26	22.77	24.32	25.95	27.65
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Effective April 1, 1995 (for nurses earning less than \$30,000 annually as defined by the Social Contract Act)

18.96	21.26	23.03	24.86	26.79	28.81
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GRADUATE NURSEEffective April 1, 1994

12.88	14.06	15.07	16.12	17.24	18.17
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Effective April 1, 1995 (for nurses earning \$30,000 annually or more as defined by the Social Contract Act)

12.62	14.03	15.07	16.12	17.24	18.17
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Effective April 1, 1995 (for nurses earning less than \$30,000 annually as defined by the Social Contract Act)

12.62	14.03	15.23	16.48	17.82	18.93
-------	-------	-------	-------	-------	-------

Percentage In Lieu Of Benefits: In addition to the above rates, a part-time nurse shall receive 11% money in lieu of a pension plan, paid sick leave and health benefits (i.e. Extended Health Care, Vision Care, Dental Insurance, Life Insurance and Disability) as provided to full-time employees.

The above percentage in lieu of benefits payable only after completion of the probationary period. For those eligible employees who opt to participate in the pension plan the percentage in lieu shall be reduced from 11% to 7%.

Any nurses or other employees currently earning a higher rate of pay shall have their wage rates red circled.

SCHEDULE 2 - HOURS OF WORK AND WORKING CONDITIONS**B1 Standard Day**

The standard day for all nurses covered by this Agreement shall be defined as a twenty-four (24) hour period beginning at:

2300 - 0700 Night Tour
 0700 - 1500 Day Tour
 1500 - 2300 Evening Tour

B2 Hours Of Work

- (a) A full tour shall consist of seven and one-half hours of work exclusive of meal period. Unpaid meal time of thirty minutes shall be scheduled during a nurse's tour provided such tour is in excess of five (5) hours.
- (b) Meal time of one-half hour shall be scheduled away from the floor during a nurse's tour, whether day, evening or night. Should a nurse be recalled to duty during meal time, additional time shall be provided later in the shift to compensate for the time she was recalled.
- (c) During each full tour, there shall be provided two fifteen minute rest periods.

B3 Categories Of Nurses**(a) (1) Regular Part-Time Nurses**

A regular part-time nurse is defined as one who regularly work a predetermined schedule (i.e. regularly scheduled to work).

- (2) The regular part-time commitment shall include the following conditions:
 - (i) must be prepared to work at least one weekend in two;
 - (ii) must be prepared to work at least two tours a week and must be prepared to work an additional tour if required;
 - (iii) must be prepared to work two shifts, days\evenings, days\nights, evenings\nights. It is understood that nurses

presently on a one shift schedule will maintain such one shift schedule unless otherwise mutually agreed.

- (iv) must be prepared to work during the period over Christmas and New Year's including Christmas or New Year's Day.

(b) (1) Casual Part-Time Nurses

A casual nurse is one who does not regularly work a predetermined schedule but is used on relief or to cover unforeseen circumstances and usually on a short-notice basis.

The casual part-time nurse:

- (i) shall declare every two weeks availability or non-availability for work on specified days of the next two week period:
- (ii) a nurse who declared herself available for any shift and later becomes unavailable for work shall notify the Employer 24 hours prior to the commencement of the scheduled shift, except in extenuating circumstances.

B4

Scheduling Regulations

- (a) Part-time nurses will not be scheduled on successive weekends, unless the nurse has indicated a desire to work such schedule.
- (b) Two (2) consecutive days off will normally be scheduled during each work week, however, schedules may provide for as many as seven (7) consecutive days of work as long as four (4) days off are scheduled each fourteen (14) days.
- (c) All scheduled shifts shall be posted at least two (2) full weeks in advance. The Employer will endeavour to accommodate requests by nurses for specific days off and also requests for change in posted time schedules once the schedule has been posted.
- (d) Once the schedule has been posted, there will be no re-arrangement of said schedule except by mutual agreement and in emergency situations.
- (e) At least twenty-four hours time off shall be scheduled when tours of duty are changed, unless the nurse agrees to a shorter period of time. In the event the

nurse is required to work within the twenty-four hour period, the nurse shall be compensated by an additional three (3) hours pay in addition to her regular pay.

- (f) A nurse reporting for work on a regular shift of four (4) hours or more shall be paid her regular rate of pay for the period worked, with a minimum of four (4) hours pay for the shift.
- (g) Before any change is made to standard hours or different shift operation, there will be prior notice and discussion with the Association.
- (h) The scheduling regulations may be waived between December 15 and January 15 so that all nurses will receive at least four (4) days off at Christmas or New Year's. Time off at Christmas shall include December 25 and time off at New Year's shall include January 1.

Schedules for this period shall be posted at least four (4) weeks in advance. Subject to operational requirements, the Employer shall attempt to accommodate requests for additional days off during this period.

Casuals are expected to be available to work during the period over Christmas and New Year's including Christmas and New Year's Day.

- (i) Casuals are expected to be available to work on weekends.
- (j) Before extra available shifts are offered to casual part-time nurses:
 - (i) When it is known in advance that there will be extra available shifts during the next two (2) week period such extra shifts will first be offered to regular part-time nurses scheduled for less than two (2) tours a week during the two week period to the extent that such employees, if available, are offered the opportunity to work two shifts per week:
 - (ii) Employees regularly scheduled for less than two (2) tours a week shall indicate the days and shifts they are available for additional tour(s) during the next two (2) week period.

- (k) Nurses shall be paid for actual hours worked, at straight time rates, on a changeover to daylight savings from standard time and vice versa.

B5

Overtime

- (a) Overtime hours worked beyond 7 1/2 hours per day shall be compensated at time and one half (1 1/2).
- (b) When a tour schedule is changed without twenty-four hours notice of the next scheduled reporting time, the nurse shall be paid an additional three (3) hours pay if required to work within twenty-four (24) hours of the changed schedule.
- (c) Time and one-half shall be paid for all work performed after working seven (7) consecutive calendar days without two (2) days off until such days are granted.

B6

Call Back

When a nurse has completed her regular tour and is called back after her regular tour, she shall be compensated at time and one-half with a minimum guarantee of three (3) hours at straight time pay.

SCHEDULE 3 - WORKERS' COMPENSATION**C.1 Medical Care and Treatment**

Nurses who are absent from duty as a result of personal illness OR injury arising from employment within the meaning of the Workers' Compensation Act shall be provided with medical care and treatment as provided in the Act.

C.2 Benefits Payable Upon Termination

All benefits due to a nurse shall be paid upon termination.

C.3 The Employer will notify the Local Nurse's Association of the names of all nurses in the Bargaining Unit off work due to a work related injury (whether or not the nurse is in receipt of Workers' Compensation Benefits) on a monthly basis.

C.4 The Employer will provide the ONA Occupational Health and Safety representative with details of occupational accidents and diseases as required by the Occupational Health and Safety Act. All pertinent information related to the accident/disease will be provided when such reports are made to the Workers' Compensation Board.

C.5 Prior to any nurse returning to work on a modified/light/alternate work program, the Home will notify and meet with a representative of the Ontario Nurses' Association and members of the local executive to discuss a back to work program for the nurse.

SCHEDULE 4



- S. French
- M. E. Ada
- M. Booth
- D. Stevens