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**Collective Agreement** JF

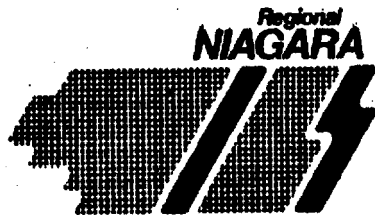
between



the Ontario Nurses' Association

Local 9

and



the Regional Municipality of Niagara

April 1, 1996 to March 31, 1998

10855 (02)

10855 (02)

**COLLECTIVE AGREEMENT**

**Between**

**THE REGIONAL MUNICIPALITY OF NIAGARA**

**And**

**ONTARIO NURSES' ASSOCIATION**

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**APRIL 1, 1996 to MARCH 31, 1998**

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NOTE:

***THE BOLD AND ITALICS PRINT REPRESENTS NEW CLAUSES  
OR CHANGES FROM THE PAST COLLECTIVE AGREEMENT.***

**AGREEMENT IS ENTERED INTO THIS 16th DAY OF JULY, 1997,**

BETWEEN:

**THE REGIONAL MUNICIPALITY OF NIAGARA**

(Hereinafter referred to as the "Employer".)

**And**

**ONTARIO NURSES' ASSOCIATION**

(Hereinafter referred to as the "Association")

**PREAMBLE**

Whereas the general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Registered and Graduate Nurses covered by this agreement;

It is recognized that Nurses wish to work co-operatively with the Employer to provide the required resident care;

to provide for the prompt settlement of grievances and for the final settlement of disputes;

and to establish salaries, hours of work, and other conditions of employment;

Therefore, the parties hereto agree as follows:

**ARTICLE 1 - RECOGNITION**

1.01 (a) The Employer recognizes the Association as the Bargaining Agent for all Registered and Graduate Nurses employed in the Homes for Senior Citizens of The Regional Municipality of Niagara, save and except Directors of Resident Care, Assistant Administrators of Homes and persons above those ranks.

(b) *Nurses who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by Nurses in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to nurses in the bargaining unit.*

ARTICLE 1 - RECOGNITION (continued)

**(c) The Employer shall not contract out the work of a bargaining unit Nurse if, as a result of such contracting out, any bargaining unit Nurse other than a casual Nurse is laid off, displaced or loses hours of work or pay. Prior to contracting out any available work, the Employer will first offer the work on the basis of seniority to regular part-time Nurses in the bargaining unit. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence.**

- 1.02** (a) A Registered Nurse is a Nurse who holds the current Certificate of Competence from the College of Nurses of Ontario in accordance with the ***Regulated Health Professions Act***.
- (b) A full-time Nurse is defined as one who regularly works thirty-seven and one-half (37.5) hours per week.
- (c) A regular part-time Nurse is defined as one who regularly works a pre-determined schedule of less than thirty seven and one-half (37.6) hours per week.
- (d) A casual part-time Nurse shall mean any Nurse who does not come within the definitions in Article 1.02 (b) or (c) above.
- 1.03** All references to officers, representatives, and committee members in this Agreement shall be deemed to mean employees of the Employer and who are officers, representatives, and committee members of Local 9, Ontario Nurses' Association.

ARTICLE 2 - DISCRIMINATION

- 2.01** There shall be no discrimination on the part of the Employer or the Association by reason of race, creed, colour, marital status, sex, or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment, or by reason of membership in or activities on behalf of the Association.

***For the purposes of this agreement and the benefits contained herein, including insurance coverage, a "common law" relationship is said to exist when an employee has a spousal relationship with another person of the same or opposite sex.***

### **ARTICLE 3 - NO STRIKES OR LOCKOUTS**

- 3.01** The parties agree that there will be no strikes or lockouts during the term of this Agreement. A "Strike" or "Lockout" shall be as defined in the **Labour Relations Act**.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01** The Association recognizes that the management of the Homes and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer. The Association acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall and suspend, discharge or discipline Nurses, provided that a claim of suspension, discharge or discipline without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and highest standard of service, job, rating or classification, hours of work, work assignments, and methods of performing the work;
- (d) determine the number of personnel required, the services to be performed, and the methods, procedures and equipment to be used in connection therewith;
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the Nurses, provided that no change in such rules and regulations will be made without prior notice to and discussion with the Association.

- 4.02** It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

### **ARTICLE 5 - REPRESENTATION**

- 5.01** The Employer will recognize:
- (a) A Negotiating Committee which shall be composed of four (4) Association members, one of whom shall be the president of the Association or her designate and whose duties shall be to negotiate renewal agreements. Members of the Negotiating Committee shall be compensated at their regular rate for time spent during scheduled working hours negotiating a renewal of this Agreement.

ARTICLE S -REPRESENTATION (continued)

- (b) A Grievance Committee which shall be composed of three (3) Association members, one of whom shall be the President of the Association or her designated representative. Members of the Grievance Committee shall be compensated at their regular rate for time spent investigating and servicing grievances during scheduled working hours.
- (c) Six (6) Nurse representatives. The Nurse representatives shall participate in the processing of grievances, and the Nurse representative involved in the grievance shall be present at Steps two and three.
- (d) A Nurse-Management Committee composed of **up to** seven (7) representatives of each of the parties. The function of this committee will be to promote and provide effective and meaningful communication of information and ideas on matters of mutual concern.

The Committee shall meet at mutually satisfactory times, but not less than once every three (3) months; agendas will be exchanged 72 hours in advance of the meeting; and the Chair shall alternate. It is agreed that grievances will not be discussed at these meetings. Members of the Nurse-Management Committee shall be compensated at their regular rate for time spent during scheduled working hours while attending such meetings.

- 5.02 The Association will provide the Employer with a list of its officers and Committee members. The Employer will be advised of any changes, additions, or deletions to this list.
- 5.03 It is understood that Association officials have their regular work to perform on behalf of the Employer and will not leave their work without obtaining permission from their immediate supervisor, and reporting to such supervisor on their return. It is understood that permission to leave regular work will not be unreasonably withheld.
- 5.04 Association meetings may be held in each Home with the approval of the Director or designate. Requests for such approval shall be submitted in writing.
- 5.05 The Employer and the Association shall establish a joint Occupational Health and Safety Committee in accordance with the provisions of the Ontario Occupational Health and Safety Act. The Committee shall hold meetings as required and all unsafe, hazardous, or dangerous conditions



**ARTICLE 5 - REPRESENTATION** (continued)

affecting staff and residents shall be taken up and dealt with at such meetings. Meetings shall take place at times mutually agreeable to both parties except in case of emergency.

- 5.06** All time spent by a member of the Occupational Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be time worked for which she shall be paid by the Employer at her regular or premium rate, as may be applicable, and she shall be entitled to such time from her work as is necessary.
- 5.07** The Association shall have the right at any time to have the assistance of a representative or consultant of the Ontario Nurses' Association.

**ARTICLE 6 - ASSOCIATION SECURITY**

- 3.01** The Employer shall provide the President and Secretary of the Association with the names of Nurses within one month of the date of their employment. This list will contain information as to classification, date of hiring, home address, and location of Home employed.
- 3.02** The Employer shall deduct monthly from the pay due to each Nurse who is covered by this Agreement a sum equal to the monthly Association dues of each such Nurse. The Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Association once each month its cheque for the dues so deducted, along with a list of the Nurses from whose pay deductions have been made including social insurance numbers, and any deletions or additions noted since the previous month.

The Employer shall provide each Nurse with a statement of dues deductions for income tax purposes (T-4 supplementary slip).

- 3.03** The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 3.04** An officer of the Association or Nurse Representative shall be given an opportunity to interview each newly hired Nurse within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes for the purpose of acquainting the new employee with the benefits and duties of Association membership and her responsibilities and obligations to the Association.

## **ARTICLE 7- GRIEVANCE PROCEDURE**

- 7.01** It is the mutual desire of the parties to this Agreement that grievances be dealt with as promptly as possible, therefore, the following procedures shall apply:

*It is understood that a Nurse has no grievance until she has first given her immediate manager the opportunity of hearing the complaint. A Nurse with the assistance of a Nurse representative, if she so desires, shall discuss a complaint with her immediate manager within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Nurse and failing satisfactory settlement within three (3) days, it shall then be taken up as a grievance within ten (10) days following advice of the immediate manager's decision in the following manner and sequence:*

- 7.02** All grievances shall be submitted in writing, on an ONA grievance form.

**7.03** **Step One**

The Nurse may submit a written grievance to her immediate manager. The grievance shall be on an ONA Grievance Form and shall identify the nature of the grievance and the remedy sought and shall identify the provisions of the Agreement which are alleged to be violated. The immediate manager will deliver her or his decision in writing within five (5) days following the day on which the grievance was presented to her or him.

**7.04** **Step Two**

Within five (5) days following the decision in Step One, the grievance may be submitted in writing to the Administrator of the Home or designate. A meeting will then be held between the Administrator or designate and the Grievance Committee within five (5) days of the receipt of the grievance at Step Two unless extended by agreement of the Parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the Employee may be present at the meeting. The decision of the Employer shall be delivered in writing within five (5) days following the date of such meeting.

**7.05** **Step Three**

If the grievance is still not settled, the grievance may, within five (5) days of receipt of the Administrator's or his representative's decision, be submitted to the Director of Human Resources and the Director of Social Services and Senior Citizens Department or designate. A meeting with the Director, or designate, and the Grievance Committee will take place within

**ARTICLE 7 - GRIEVANCE PROCEDURE** (continued)

ten (10) days of the submission of the grievance. A decision shall be given, in writing within ten (10) days after the meeting at which it was discussed. An employment relations consultant from the Ontario Nurses' Association may attend this meeting.

**7.06** If not then settled, the grievance may, within fifteen (15) days of receipt of the decision under Step Three be referred to Arbitration as follows:

(a) Written notice shall be given to the other party formally stating the subject of the grievance and, at the same time, nominating an Arbitrator. Within ten (10) days after receipt of such notice, the other party shall name an Arbitrator. The Arbitrators representing the two parties shall meet as soon as possible and will attempt to agree upon a Chairperson of the Arbitration Board and failing such agreement within five (5) days after they have first met, either party may within five (5) days request the Minister of Labour for the Province of Ontario to name a Chairperson. No person shall be selected as a Chairperson who has been directly involved in attempts to negotiate or settle the grievance, or one who has any pecuniary interest in the Employer or the Association.

(b) As soon as possible after the Arbitration Board has been completed by the selection of a Chairperson, it shall meet and hear the evidence and representatives of both parties, and shall render a decision as soon as possible, the intention being that all decisions shall be given within thirty (30) days after the Arbitration has been completed. The decision of the Arbitration Board shall be final and binding on both parties to the Agreement, and in the event that it is not possible for the Board to reach a majority decision, then the Chairperson's decision, shall be final and binding.

(c) The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of the Agreement, or to substitute any new provisions thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitration Board shall have power to vary or set aside the decision of the Committee of Management or any penalty imposed upon the grievor.

(d) Each of the parties will bear the expense of its representatives and the Arbitrator appointed by it, and the parties shall share equally the expenses of the Chairperson of the Arbitration Board.

**7.07** No grievance shall be considered in any step unless it has been carried through all previous steps of the grievance procedure required by this Agreement, unless agreed by both Parties.

**ARTICLE 7 - GRIEVANCE PROCEDURE (continued)**

- 7.08** If a grievance is not submitted within the time limits provided at each step of the grievance procedure, it shall be deemed to be abandoned.
- 7.09** Within ten (10) days of the event upon which the grievance is based, the **Employer** or the Association may submit a policy grievance in **writing** to the other alleging the violation of its rights under this Agreement. Such a grievance shall set out the facts and the Section or Sections of the Agreement claimed to be violated or relied upon and the matter shall be dealt with in accordance with Article 7.06, Step Three of the grievance procedure. A grievance under this Article shall be restricted to matters of policy as between the **Employer** and the Association and shall not be submitted for the purpose of obtaining any **remedy** for individual employees.
- 7.10** In this Article the word "days" shall exclude Saturdays, **Sundays** and paid holidays.
- 7.11** The parties may agree in writing to waive or extend any of the time limits established in this procedure.
- 7.12** Where a number of Nurses have identical **concerns** and ***the Union would be entitled to grieve each separately, a group grievance in writing may be presented*** to the Director of Human Resources and the Director of Social Services and Senior Citizens Department, or his **designate** within ten (10) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the **employee(s)**. The grievance shall then be treated as being initiated at Step Three and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

**ARTICLE 8 - DISCIPLINE, SUSPENSION AND DISCHARGE**

- 8.01** Whenever the Employer deems it necessary to discipline, suspend, or discharge an Employee, the Employer shall, within five (5) days thereafter give written particulars of such discipline, suspension or discharge to the employee with a copy to the Association.
- 8.02** Notwithstanding any other provision in this Article, should the Employer discipline, discharge or suspend a Nurse, notification by the Employer to such Nurse shall be made in the presence of the appropriate Nurse representative.
- 8.03 a)** ***A grievance claiming unjust discipline other than suspension or discharge shall be submitted in writing to the Administrator of the Home within five (5) days of the date of notification of discipline and shall commence at Step Two of the grievance procedure.***

**ARTICLE 8 - DISCIPLINE, SUSPENSION AND DISCHARGE** (continued)

*b) A grievance claiming unjust suspension or discharge shall be submitted in writing to the Director of Social Services and Senior Citizens and the Director of Human Resources or designates within five (5) days of the date of notification of discipline and shall commence at Step Three of the grievance procedure.*

**8.04** Any letter of reprimand, suspension or other sanction will be removed from the record of a Nurse ~~eighteen (18)~~ months following the receipt of such letter, suspension or other sanction, provided that the Nurse's record has been discipline-free for such twelve (12) month period.

**ARTICLE 9 - PROBATIONARY PERIOD**

**9.01** Newly-hired *full-time* Nurses shall be subject to a probationary period of ~~four hundred and fifty (450) hours worked and newly-hired part-time and casual nurses shall be subject to a probationary period of three hundred (300) hours worked.~~ During the probationary period, Nurses shall be entitled to all rights and privileges of this Agreement except with respect to discharge. The employment of such Nurses may be terminated at any time during the probationary period without recourse to the grievance procedures, unless the Association claims discrimination as noted in Article Two as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment. Stated probationary periods may be extended with the written agreement of the Nurse, the Association, and the *Employer*.

**ARTICLE 10 - SENIORITY**

**10.01** A region-wide seniority list showing dates of seniority and individual classifications will be posted by the *Employer* on the main bulletin boards with a copy to the Association on January 31<sup>st</sup> and July 31<sup>st</sup> of each year. The seniority dates of full-time and part-time Nurses will be shown on separate lists.

**10.02** The seniority date for all Nurses shall be the date of commencement of service with the Employer, provided that those employees who were assumed by the *Employer* as of January 1, 1970, shall retain the seniority dates held by them as of December 31, 1969 with the Municipality, Board or Commission from which they were assumed.

**10.03 (a)** A part-time Nurse will accumulate seniority on the basis of fifteen hundred (1500) hours worked constituting one (1) year of seniority.

## **ARTICLE 10 - SENIORITY**

- (b) For the purposes of application of seniority, fifteen hundred (1500) hours of part-time seniority shall equal one (1) year of full-time seniority.

### **10.04 (a) Layoff**

In the event of a layoff, Nurses shall be laid off on the basis of seniority provided that Nurses retained on staff **are** willing and qualified to perform available work. The Employer will not hire a new Nurse to fill a vacancy if there is a Nurse on layoff who is willing and qualified to perform the normal requirements of the position including hours of work. Where a full-time Nurse is laid off, she can exercise her seniority only to displace a less senior full-time Nurse *by making a decision within three (3) working days following date of letter.* Where a part-time Nurse is laid off she can exercise her seniority only to displace a less senior part-time Nurse *by making a decision within three (3) working days following date of letter.*

### **(b) Job Posting**

*Any vacancies anticipated to exceed sixty (60) calendar days will be posted, and Nurses, who are not working and deemed laid off, shall have the right to apply for job postings in accordance with Article 13, provided that no more than twenty-four (24) months have elapsed since the Employee's layoff.*

### **(c) Distribution of Extra Hours**

- (i) *Nurses, who are not working and deemed laid off, shall receive any extra tours from the Home they were originally laid off from, and shall advise their manager, in writing, of their preference of one other Home of their choice. The Nurse will be given orientation to the Home of her choice, as required.*
- (ii) *Nurses, who are not working and deemed laid off, shall notify their manager, in writing, within one (1) week of notice of layoff, which additional Home they are willing to work in, along with any restrictions on the shifts or available days. The notification by the Nurse shall remain valid for six (6) months. Following the six-month commitment period, the laid off Nurse shall advise their manager, in writing, of any changes to their original selection of Home, as noted in (c) (i) if applicable.*
- (iii) *Extra tours to laid-off full-time and part-time Nurses will be offered in accordance with Article 10.04 (c) (i) and (ii) as follows:*

## **TICLE 10 - SENIORITY**

### **Less Than Five Tours - (Pad Time)**

*Tours that become available as a result of short-term replacement absences of less than five tours, shall be distributed to part-time Nurses in order of seniority, as per Article 10.04 (c) (i) and (ii). A part-time laid-off Nurse shall be offered the number of hours they held prior to being laid off, when, the manager determines those hours are available in the respective Home. Once tours of less than five have been offered to part-time laid-off Nurses, the balance of tours deemed available by the manager shall be offered to any full-time laid-off Nurse in order of seniority and prior to casual Nurses receiving such hours.*

### **Five Tours or More - (Full-Time)**

*Tours of a long-term, nature of five tours or more, but not anticipated to exceed sixty (60) calendar days, shall be offered to full-time laid-off Nurses in order of seniority, as per Article 10.04 (c) (i) and (ii). A full-time Nurse shall be offered the number of hours they held prior to being laid off, where the manager determines those hours are available in the respective Home. Once these tours have been offered to full-time laid-off Nurses, the balance of the tours deemed available by the Manager shall be offered to part-time laid-off Nurses in order of seniority and prior to casual Nurses receiving such hours.*

- 10.05 A Nurse, who **accepts** a temporary position **outside** the bargaining unit subsequent to the signing of this agreement, shall have such temporary assignment **limited to a period not to exceed six (6) months, unless mutually agreed otherwise by the parties to this agreement.** The Nurse shall return to her former **permanent** position upon completion of this assignment, **if it exists, or exercise their seniority rights in accordance with Article 10.04.** Seniority will continue to **accumulate** during this period, subject to Article 6.02.
- 10.06 (a) No Nurse may be laid off until she has received thirty (30) working days' notice of layoff, or pay in lieu thereof.
- (b) In the event of a proposed layoff of a permanent or long term nature, the Employer will:
- (i) provide the Local Association with no less than thirty (30) days' notice of such layoff, and

**ARTICLE 10 - SENIORITY**

- (ii) meet with Local Association through the Nurse Management Committee to review any and all matters that relate to the proposed layoff.

**10.07 Any regular full-time, or part-time employee within the Corporation who becomes a member of ONA Local 9 as the result of a permanent workplace accommodation due to a disability, shall transfer all accumulated seniority and/or credited service with the Employer to ONA Local 9.**

**ARTICLE 11 - TRANSFERS BETWEEN PART-TIME AND FULL-TIME POSITIONS**

11.01 All seniority, illness, vacation and other credits obtained under this Agreement shall be retained and transferred with the Nurse if she changes her status from full-time to part-time and vice versa. A part-time Nurse who changes her status to full-time will be given seniority credit on the basis of fifteen hundred (1600) hours part-time being equivalent to one (1) year of full-time service and vice versa.

**ARTICLE 12 - LOSS OF SENIORITY**

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

- (i) approved leave of absence with pay;
- (ii) when in receipt of sick leave allowance;
- (iii) when in receipt of Workers' Compensation;
- (iv) when on approved leave of absence without pay, not exceeding thirty (30) continuous calendar days;
- (v) when absent due to Pregnancy and/or Parental Leave.

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

- (i) for a period of two (2) years after sick leave credit has been used;
- (ii) when laid off due to reduction in the nursing staff for a period of twenty-four (24) months;



**ARTICLE 12 - LOSS OF SENIORITY** (continued)

- (iii) approved leave of absence **without** pay exceeding thirty **(30)** continuous days.
- (c) Seniority shall be lost when a Nurse is absent from work under the following circumstances:
  - (i) discharge for just cause;
  - (ii) resignation;
  - (iii) laid off due to a reduction in the nursing staff for more than twenty-four **(24) months**;
  - (iv) absence in excess of five **(5)** working days without sufficient cause or without notifying **the Employer** unless such notice was not reasonably possible.
  - (v) failure to return to work within **seven (7)** calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Nurse to keep the informed of her current address.

**ARTICLE 13 - JOB POSTING**

- 13.01 Prior to any appointment to a new or vacant position falling within the scope of this Agreement, the Employer shall post notice of the vacancy for seven **(7)** calendar days in order that **all staff will be aware** of the vacancy and be able to make application for the position. The posted notice shall include **the** location of the vacancy, **the** unit and shift presently being worked. The Association shall receive a copy of all such notices in all Homes and will receive a copy of the acceptance letter to the **successful** applicant.
- 13.02 In all instances involving promotion, demotion, transfer, the following factors will be considered:
- (a) seniority
  - (b) knowledge, qualifications, efficiency and ability to perform the work of the position
  - (c) physical fitness to perform the duties of the **job**

**ARTICLE 13 - JOB POSTING** (continued)

and when factors (b) and (c) are equal in the judgement of the Employer, factor (a) shall govern. If senior applicants are refused a position, they will be given the reason for such refusal in writing.

13.03 Part-time Nurses who apply for a posted *Nurse* vacancy will be considered for such vacancy prior to the hiring of an outside applicant.

13.04 **Short-term vacancies of this bargaining unit up to two months' duration need not be posted. If the Employer intends to fill the short-term vacancy, the Employer shall appoint a qualified Nurse.**

*Short-term vacancies of this bargaining unit over two months' duration which the Employer intends to fill shall be posted as a temporary position in accordance with Article 13.01. Part-time Nurses shall be given the first opportunity to fill temporary vacancies.*

*After twelve (12) months, such temporary vacancy within the bargaining unit which the Employer intends to fill, shall be posted as a permanent position in accordance with Article 13.01, unless otherwise mutually agreed between the Employer and the Union.*

*A Nurse, who is absent due to illness or leave of absence, shall have the right to return to her former position unless the position has been discontinued or posted permanently, in which case she shall be required to exercise her seniority rights.*

*Nurses newly hired on a temporary basis to replace Nurses who are on approved leave may be terminated, and such termination shall not be the subject of grievance or arbitration. If retained by the Employer as a result of a posted vacancy, the Nurse shall be credited with seniority from date of hire, subject to successfully completing her probationary period. Upon completion of the temporary vacancy, the Employer will return the replacing Nurse to her former position, if it exists, or the Nurse shall be required to exercise her seniority rights.*

13.05 The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure provided herein has been complied with and arrangements have been made to permit the Nurse selected to fill the vacancy to be assigned to the job.

#### **ARTICLE 14 - LEAVE OF ABSENCE**

**14.01** The Employer will grant leave of absence without pay **and** without loss of accumulated seniority, provided that such leave is for good and sufficient reason and can be granted consistent with the requirements of the Employer. Requests shall be in writing and shall be submitted to the Director of Resident Care of the Home at least two (2) weeks in advance of the commencement of the requested leave, unless the circumstances make it impossible to do so. Replies shall be in writing and shall include the reason if the request is not granted. Such leaves shall not exceed two (2) months and shall not be granted during the months of July, August or December, unless in the opinion of the Employer there are exceptional circumstances. Requests for leave of absence shall not be unreasonably withheld.

#### **14.02 BEREAVEMENT LEAVE**

- (a) A Nurse will be granted leave of absence with pay **on** the death of:
- (i) her ~~spouse~~, child, parent, legal guardian - **up to five (5) days in conjunction with the day of the funeral**. A Nurse shall be paid for such of those days as are ~~scheduled~~ working days.
  - (ii) her grandparent, grandchild, mother-in-law, father-in-law, brother, ~~or~~ sister - up to three ~~(3) days~~. A Nurse shall be paid for such of those days as are scheduled working days.
  - (iii) her brother-in-law or sister-in-law - one ~~(1)~~ day if funeral held **on** regular working day.
- (b) Additional travel time, where required will be provided without **pay**.

#### **14.03 PREGNANCY LEAVE**

- (a) Pregnancy leave **will be** granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The Nurse shall give written notification at **least one (1) month** in advance of the date of commencement of such leave and the expected date of return.
- (c) The Nurse shall **reconfirm** her **intention** to return to work on the date originally approved in Subsection (b) above by **written** notification received by the Employer at least four (4) weeks in advance thereof. **Upon return from such leave, the Nurse shall be reinstated to her former position, if it still exists, or exercise her seniority rights.**

ARTICLE 14 - LEAVE OF ABSENCE (continued)

- (d) Nurses newly hired to replace Nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the Nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The Nurse shall be credited with tours worked (hours worked for Nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 9.01 to a maximum of 30 tours (225 hours for Nurses whose regular hours of work are other than the standard work day).

The Employer will outline to Nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) The Employer may request a Nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) Effective December 1, 1989, on confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer's, Supplemental Unemployment Benefit (SUB) Plan, a Nurse who is on pregnancy leave as provided under this Agreement, who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings, and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Employer 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.

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

**Article 14 - LEAVE OF ABSENCE** (continued)

**14.04 PARENTAL LEAVE - effective: March 31, 1993**

- (a) A Nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A Nurse who has taken a pregnancy leave under Article 14.03 is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the Employment Standards Act. A Nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to six (6) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the Nurse shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the Nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The Nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace Nurses who are on approved parental leave may be released, and such release shall not be the subject of grievance or arbitration. If retained by the Employer in a permanent position, the Nurse shall be credited with seniority from the date of hire, subject to successfully completing her probationary period. The Nurse shall be credited with tours worked (hours worked for Nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 9.01 to a maximum of 30 tours (225 hours for Nurses whose regular hours of work are other than the standard work day).

The Employer will outline to Nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) Effective March 31, 1993, on confirmation by the Unemployment Insurance Commission of the appropriateness of the Supplemental Unemployment Benefit (SUB) Plan, a Nurse who is on parental leave as provided under this Agreement, who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to

**ARTICLE 14 - LEAVE OF ABSENCE** (continued)

Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Employer of the Nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits, and shall continue while the Nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The Nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

**14.05 (a) ASSOCIATION LEAVE**

Upon written request of the Association, leave of absence without pay shall be granted for the purpose of attending Association meetings. No more than one (1) Nurse may be absent from any Home at the same time for this purpose and such absence shall not exceed an aggregate of sixty (60) days in any calendar year for all Homes. The Employer will continue to pay the Nurse's salary and benefits and invoice the Association as follows:

- in the case of a full-time nurse, reimbursement shall be at the current hourly rate
- in the case of a part-time nurse, reimbursement shall be at her current hourly rate which includes the percent in lieu.

**14.05 (b) PRESIDENT'S LEAVE**

Upon application, in writing, by the Association on behalf of the Nurse to the Employer, a leave of absence shall be granted to such Nurse elected to the office of President of the Ontario Nurses' Association for a period of up to two (2) years. The Nurse shall continue to accrue seniority and service during her absence. During such leave of

**TICLE 14 - LEAVE OF ABSENCE** (continued)

- absence, the Nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of the full costs of such salary and applicable benefits. The Nurse agrees to notify the Employer of her intention to return to work at least two (2) weeks prior to the date of such return.

(c) **BOARD LEAVE**

A Nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, will be granted leave of absence without pay up to a total of fifty (50) days annually, or up to one hundred (100) days annually if the Nurse is the Secretary-Treasurer or President-Elect.

There shall be no loss of seniority for the purpose of salary advancement and vacation entitlement or other purposes during such leave of absence. Leave of absence for the Board members of the Ontario Nurses' Association will be separate from the Association's leaves provided in Article 14.05 (a) of this Agreement.

- 14.06 Nurses shall be entitled to time off for the purpose of voting in any Federal, Provincial, or Municipal election or referendum in accordance with legislation applicable to such election or referendum. If the normal hours of employment do not permit this, such additional time shall be given at the convenience of the Employer as may be necessary to provide the required number of hours while the polls are open. The Nurse shall suffer no loss of pay for such absence.
- 14.07 When it is necessary to write an examination following completion of a course of study, approved through the Employer's Staff Training and Development Policies and Procedures, time off without loss of pay or seniority will be granted, sufficient to write such an examination. Travel or other expenses will not be covered. Application for approval of such courses must be made to the Director of Social Services and Senior Citizens Department.
- 14.08 Leave of absence without pay and without loss of accumulated seniority may be granted for the purpose of attending post graduate courses which, in the opinion of the Director, Social Services and Senior Citizens Department, are related to Geriatric Nursing.

**ARTICLE 14 - LEAVE OF ABSENCE** (continued]

14.09 Unless otherwise provided for in this Agreement and/or by legislation, if a full-time Nurse's absence without pay from the Home including absences under Article 14, Leaves of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority or service for any purpose under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days.

14.10 (a) Leave of absence with pay or without pay may be granted to Nurses to attend professional and educational meetings, courses or other events which, in the judgement of the Employer, will be beneficial to the Nurse's professional development.

(b) Notwithstanding any other clause contained herein, when a Nurse is required in writing by the Employer to attend meetings, in-service, and other work-related functions outside of her regularly scheduled working hours, she shall be paid for all such time in attendance (not including travel time) at her regular straight time hourly rate of pay to a maximum of 7.5 hours; or at the Nurse's option, shall receive equivalent time off.

14.11 **Jury & Witness Duty**

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

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



**ARTICLE 15 - PAID HOLIDAYS**

15.01 The following days shall be recognized as paid holidays:

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

and one floater, scheduled at mutually agreed upon times.

- 15.02 (a) A full-time Nurse who works on a paid holiday shall receive time and one-half (1.5) for all hours worked and shall receive equivalent paid time off in lieu of the holiday. Such time off shall be scheduled by the Employer at a mutually agreeable time within thirty (30) days prior to or succeeding the paid holiday.
- (b) A part-time Nurse who works on a paid holiday shall receive double time and one-half (2.5) for all hours worked.
- (c) A full-time Nurse who is not scheduled to work on a paid holiday shall receive normal salary for that day.
- (d) When a holiday falls during a scheduled vacation period, an additional day off with pay will be added to the vacation period.
- (e) Where a Nurse is required to work on a paid holiday and she is required to work additional hours following her full tour on that day, the Nurse shall receive two (2) times her regular salary for such additional hours worked (but no further premium payment for such additional hours).
- 15.03 Where a part-time Nurse does not work on a paid holiday as set out in Article 15.01, entitlement to such a Nurse who is not scheduled to work on such holiday, shall be subject to the qualifications in Section 26 (1) (a), and (b), (c), (d) of the Employment Standards Act.

**ARTICLE 16 - VACATIONS**

**16.01** All full-time Nurses shall receive an annual vacation with pay based on the length of their continuous service prior to May 31st of the vacation year as follows:

<u>Term of Service</u>	<u>Vacation</u>
Less than one (1) year	1.25 days par month (maximum 15)
One (1) year but less than three (3)	Three (3) weeks
Three (3) years but less than fifteen (15)	Four (4) weeks (effective April 1, 1989)
Fifteen (15) years but less than twenty-five (25)	Five (5) weeks (effective April 1, 1989)
Twenty-five (25) years or more	Six (6) weeks (effective April 1, 1989)

Nurses shall receive one additional vacation day with pay for each year of service over 30 years.

**16.02** Part-time Nurses shall be entitled to an annual vacation in accordance with credited service, with pay calculated at the appropriate percentage of gross earnings in the vacation year ending May 31st as follows:

<u>Years of Service as of May 31st of Current Year</u>	<u>Vacation</u>	<u>Vacation Pay</u>
Less than one (1) year	1.25 days for each month worked (maximum 15)	6%
One (1) year but less than three (3)	Three (3) weeks	6%
Three (3) years but less than fifteen (15)	Four (4) weeks (effective April 1, 1989)	8%

**ARTICLE 16 - VACATIONS (continued)**

Fifteen (15) years but less than twenty-five (25)	Five (5) weeks (effective April 1, 1989)	10%
Twenty-five (25) years or more	Six (6) weeks (effective April 1, 1989)	12%

Two Hundred (200) shifts worked shall constitute one year's service.

Nurses shall receive one additional vacation day with pay for each year of service over 30 years.

16.03 Nurses who have been absent without pay for more than thirty (30) consecutive calendar days for any reason shall receive a pro-rata reduction in their vacation entitlement.

16.04 Vacation schedules shall be posted by April 15 annually. Prior to leaving on vacation, Nurses shall be notified of the date and time to return to work following vacation. Where dates of vacation conflict, Nurses will be given preference with respect to vacation dates in accordance with seniority.

Requests for vacation preference shall be submitted by March 15 in order that vacation schedules may be posted by April 15.

16.05 Vacation pay shall be computed so that a Nurse will receive the amount of money normally earned on a regular work schedule.

16.06 When a Nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form part of such Nurse's termination cheque.

16.07 For part-time employees, vacation pay will be received by July 31st and December 31st of each year.

**ARTICLE 17 - Integrated Health Disability Income Insurance Plan**

7.01 *Effective upon ratification of this collective agreement by the principals, or no later than December 31, 1996, any and all prior articles or by-laws, pertaining to an accumulative sick leave credit plan and lump sum payment or gratuity, are null and void, it being understood that the sick leave disability income protection and outstanding lump sum gratuity credit shall be administered as noted in this article.*

ARTICLE 17 - Integrated Health Disability Income Insurance Plan

17.02 The Employer **will provide** an integrated health **disability** income protection plan for **full-time** Nurses as follows:

An employer-funded short-term disability plan (**1-150 days**) with coverage based on recognized service time with the employer, and a long-term disability plan (151st day of **disability** or expiration of sick leave credits, whichever the greater) and as detailed in the attached Schedule "B".

17.03 The number of days or part-days for which a Nurse receives sick pay shall be charged in accordance with Schedule "B" and deducted from her accumulated frozen sick leave credit plan, where not otherwise covered under Schedule "B". Deductions shall be **made** from accumulated sick leave of all normal working days absent on sick leave (exclusive of holidays) as defined in this Article. All absences due to sickness shall be deducted on a straight time basis and charged to the nearest 1/4 hour. A payment for sick leave will be at the Nurse's basic rate of pay excluding shift, overtime or other premiums. It is **understood** that it is **permissible** to have up to three medical/dental appointments within the calendar year not exceeding two (2) hours per occurrence. Any appointment exceeding two hours of absence will result in a charge to the Nurse's sick credits for the total time off work. The fourth and subsequent occurrences in the calendar year will be charged to the Nurse's lieu time or vacation record unless agreed otherwise with the Manager through a temporary flex-time arrangement.

17.04 The accumulative sick leave credit plan shall be capped and frozen effective the date of ratification of this collective agreement by the principals, or no later than December 31, 1996, it being understood that each eligible Nurse shall receive a statement from the Employer advising of the number and value of the frozen credits. On an annual basis, the Employer will recalculate and adjust the number of sick leave credits (Days/hours) resulting from any change in rates of pay. The Nurse shall be provided the following options:

- i) **Sick Leave Credit Utilization** - Frozen sick leave credits may be used by the Nurse to **replace or supplement** income during illness on the basis that one (1) hours will be charged to sick leave bank for every hour used by the Nurse, to the nearest quarter hour.
- ii) **Gratuity Payout** - Any Nurse leaving the service of the Employer after December 31, 1996 will receive fifty (50) per cent of the value of the balance of frozen sick leave credits remaining at the time of termination to a maximum payment of six (6) months' salary, payable at the Nurse's regular base rate on December 31, 1996, provided such Nurse has more than five (5) years of service with the Employer as of December 31, 1996.

**TICLE 17 - Integrated Health Disability Income Insurance Plan** (continued)

- 17.05 ***The Employer may require the Nurse to produce a certificate from a qualified medical practitioner for any illness, certifying that such Nurse is unable to carry out her duties due to illness or injury.***
- 17.06 A Nurse returning from sick leave of more than one (1) month shall notify the Employer forty-eight (48) hours in advance of her Intention to return.
- 17.07 If a Nurse has scheduled vacation and that vacation is interrupted because of sick leave requiring hospitalization, bereavement leave (as per Article 14.02), or any other approved leave, there shall be no deductions from vacation credits.

By mutual agreement the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date.

**ARTICLE 18 - EMPLOYEE BENEFITS**

- 18.01 ***The Employer agrees, during the term of the collective agreement, to contribute towards the premium coverage of participating eligible Nurses in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements, subject to coordination of benefit payments where an employee or spouse has coverage under more than one plan:***

The Employer will pay 100% of the premiums for plan A. on behalf of eligible full-time Nurser.

- A. Ontario Health Insurance Plan
- B. Liberty Health Plan for Semi-Private Hospital Care

***The Employer agrees to contribute 75% of the billed premiums toward coverage of eligible Nurses in the active employ of the Employer under the Liberty Health Extended Health Care Plan, with the balance of monthly premiums paid by the Nurses through payroll deductions.***

- C. ***Liberty Health Extended Health Care Formulary 3 mandatory generic plan (or equivalent) with an annual employee deductible adjusted every January 1, and representing 90 percent of the average total prescription fee paid by the Employer for one prescription drug claim of the bargaining unit for the previous 12-month period, with a cap of \$30 single/\$60 family. Prescription dispensing fee capped at \$7 per prescription. In addition to the standard benefits, coverage will include hearing aids, \$600 per year; and vision care (maximum \$250***

**ARTICLE 18 - EMPLOYEE BENEFITS (continued)**

every 24 consecutive months for **adults/\$125 per year for children** as defined by the carrier). Reimbursement provided through provider-paid **plan** and/or mail order reimbursement for **prescription drugs**.

Increase to \$15 per visit, maximum of 12 visits per calendar year for services of registered masseur, when authorized by an attending physician.

The Employer agrees to contribute 75% of the billed premiums toward coverage of **eligible Nurses** in the active employ of the Employer under the Liberty Health Dental Code 9 Plan, with the balance of **monthly premiums** paid by the Nurses through payroll deductions.

- D. Liberty Health Code 9 Dental plan or comparable coverage with **another carrier (based on the previous O.D.A. fee schedule as amended from time to time)** with **oral recall examination** and preventative **recall** package of the **Dental 9 Plan** to be amended to nine (9) months, children 12 years of age or under shall have a six month **oral recall** and examination and preventative **recall** package.

The above plan will provide additional coverage to a lifetime maximum of \$1,500, 50/50 co-insured as follows:

- Capping and crowns - effective September 1, 1990,
- Complete orthodontia services - effective January 1, 1991

It is agreed that the Employer has the right to change carriers under Plan B, or C, or D, at any time provided no Nurse suffers loss of benefit by such change.

**ARTICLE 18 - EMPLOYEE BENEFITS** (continued)

18.02 Full-time Nurses shall participate in a group plan of life and accidental death and dismemberment insurance with the Employer paying 100% of the required premium. Coverage for life insurance shall be equal to one and one-half (1.5) times the annual basic salary or wages to the closest \$500.00.

Coverage for A.D. & D. shall be equal to two (2) times the annual basic salary or wages to the closest \$500.00.

Retired full-time employees up to the age of seventy (70) shall have coverage of \$2,000.00.

18.03 The Employer agrees to pay its share of the premiums up to the end of the month in which the sick leave credits are exhausted.

18.04 The Employer will contribute its share of the premiums for all coverage under this article commencing with the first full month following completion of the probationary period, but in no event shall it be beyond the first day of the fourth full month following the month in which the newly hired Nurse was employed.

18.05 Participation for eligible employees in the above plans shall be compulsory to the extent that there is no duplication of coverage.

18.06 In addition to the Canada Pension Plan, every new full-time Nurse shall join the Ontario Municipal Employees Retirement System. The Employer and Nurses shall make contributions in accordance with the provisions of the plan.

Nurses who are employed other than full-time shall have the option of enrolling in OMERS under the regulations applicable to such Nurses.

18.07 **The Employer shall provide Long-Term Disability coverage for full-time Nurses. The Employer will pay seventy-five (75) per cent of the total premium for said coverage, and the employee shall pay twenty-five (25) per cent of the total premium for said coverage through payroll deduction or post-dated cheque. The LTD coverage shall be provided on the following scale:**

**i) employees with more than six months' service - sixty-five (65) percent of base salary**

**ii) employees with more than twenty (20) years service - seventy (70) percent of base salary**

**iii) employees with more than thirty (30) years services - seventy-five percent of base salary**

**ARTICLE 18 - EMPLOYEE BENEFITS** (continued)

*The Employer shall provide the above coverage through two plans. The first plan will be paid for by the Employer, and the second plan will be paid for by the employee through payroll deduction or post-dated cheque. The total benefit of the combined plans shall be the benefit referred to above. The plans shall provide coverage commencing at the expiration of sick leave or the 151st day of disability, whichever occurs later, and shall continue to age 65.*

*The two LTD plans will be insured with the same carrier, it is understood that there will not be a need to provide separate medical and physician forms for the employer-paid and employee-paid plans. Two year "own occupation" definition to apply.*

- 18.08 (a)** The Employer will continue its payment for the above plans during any period of paid leave including any period when a Nurse is in receipt of Workers' Compensation benefits.
- (b)** *Notwithstanding any other article in this agreement, all Employer-paid Employee benefits provided under Article 18.01 and **Article 18.02** shall be continued while the full-time nurse is in receipt of LTD benefits to a maximum of thirty (30) months, following which the Employer will remain responsible for its share of the premium for single enrolled benefit coverage.*

**18.09** *Where a Nurse has been approved for an unpaid leave of absence exceeding thirty (30) calendar days, she may submit written application to the Human Resources Department for continual enrolment in specified employee benefits at 100 per cent her costs. The Employer shall approve such requests unless precluded otherwise by the policy carrier, subject to the Nurse submitting post-dated cheques covering the first day of benefit entitlement following the initial thirty (30) calendar days leave period. The Employer shall discontinue benefits should a nurse become one month in arrears of payment.*

**ARTICLE 19 - HOURS OF WORK**

- 19.01 (a)** It is understood and agreed that the Home is a twenty-four (24) hours, seven (7) days per week continuous operation and that services must be maintained on a rotating basis. It is agreed that Nursing staff may be required to work three (3) shifts on a rotating basis. A Nurse requesting specific tours on a permanent basis shall be granted such request when possible.
- (b)** The regular work day shall consist of seven and one-half (7.6) hours of work exclusive of meal period. Unpaid meal time of thirty (30) minutes shall be scheduled during a Nurse's tour. Should a Nurse be



**ARTICLE 19 - HOURS OF WORK** (continued)

recalled to duty during mealtime, additional time shall be provided later in the tour.

(c) **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. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split.

(d) Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for change in posted time schedules must be submitted in writing and co-signed by the Nurse willing to exchange days off or tour of duty. In any event it is understood that such change in tour of duty, initiated by the Nurse and approved by the **Employer**, shall not result in overtime compensation or payment.

**19.02** The Employer does not guarantee the above standard hours of work, but before any change is made or new or different shifts are established, there will be prior notice to and discussion with the Association.

**19.03** All scheduled shifts for all departments shall be posted two (2) full weeks in advance. Such schedules will show the Nurse's regular days of work, together with regular assigned time off. Once the schedule has been posted, there will be no rearrangement of said schedule without forty-eight (48) hours notice, except in case of emergency or with the agreement of the Nurse(s) effected.

*All regular part-time Nurses will be scheduled up to their committed hours by seniority before any casual part-time Nurses are utilized.*

*When regular part-time Nurses have been given the opportunity to work up to their commitment, the Home will endeavour to offer additional tours to regular part-time Nurses on the basis of seniority, prior to offering tours to casual Nurses. subject to the following:*

*(i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Home;*

*(ii) A tour will be deemed to be offered whenever a call is placed;*

*(iii) It is understood that a Home will not be required to offer tours which would result in overtime premium pay.*

**19.04** No Nurse shall be required to work a split shift.

ARTICLE 19 - HOURS OF WORK (continued)

19.05 A Nurse reporting for work on her regular shift shall be paid her regular rate of pay for the period worked, with a minimum of four (4) hours' pay.

19.06 Starting and stopping times of regular shifts shall be:

Day Tour	0730 - 1530 Hours
Afternoon Tour	1530 - 2330 Hours
Night Tour	2330 - 0730 Hours

19.07 During each day tour, there shall be provided two rest periods of fifteen (15) minutes each.

During each afternoon or night tour, there shall be provided one rest period of thirty (30) minutes.

19.08 Regular scheduling may be waived between December 15th and January 16th by mutual agreement to facilitate the granting of Christmas time off.

Requests for time off during this period should be submitted by October 15th and the schedule shall be posted by November 15th.

19.09 Nurses shall be paid at the rate of one and one-half (1.5) times their normal basic wage rate for all time worked in excess of seven and one-half (7.5) hours per day or seventy-five (75) hours in any two week period.

19.10 When a full-time Nurse works on her day(s) off, such Nurse will be compensated at the rate of time and one-half (1.5) her regular straight time hourly rate.

19.11 Nurses required to work more than two (2) hours overtime shall be provided with a hot meal or six dollars (\$6.00) if the employer is unable to provide the hot meal.

ARTICLE 20 - SALARIES AND ALLOWANCES

20.01 The Employer shall pay salaries and wages by direct deposit in accordance with Schedule "A" attached hereto and forming part of this Agreement. The Employer **will provide one (1) month's notice of change from weekly to bi-weekly pay periods. The Employer will meet in advance with the Union to discuss the implementation of bi-weekly pay periods.**

20.02 All monetary increases shall be paid out in accordance with the Pay Equity Memorandum of Agreement between the Parties dated November 3, 1995.

## TICLE 21 - GENERAL

- 21.01 Where possible the Employer will continue to provide separate lounge facilities and change rooms.
- 21.02 The Employer will provide a bulletin board in each Home for the posting of Association notices. All such notices shall be submitted by the Association to the Director, Social Services and Senior Citizens Department or his designate before posting.
- 21.03 A copy of this Agreement will be issued by the Employer to each Nurse now employed and each Nurse employed in the future.
- Both parties agree to pay 50 per cent of the cost of the Collective Agreement to be printed in booklet form and distributed by the Union.
- 21.04 All newly employed Nurses shall not be assigned responsibilities in a Home until they have received an orientation period of a minimum of *four (4)* tours on which she will be scheduled to work. Effective August 1, 1990, payment for such orientation will be at the hourly start rate of a Registered Nurse.
- 21.0K A copy of any completed performance appraisal which is to be placed in a Nurse's file shall be first reviewed with the Nurse. The Nurse shall sign such performance appraisal as having been read and shall have the opportunity to **add** her views to such performance **appraisal** prior to it being placed in her file. A copy of the performance appraisal will be provided to the Nurse at her request.
- ?1.06 Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has **been** used where the context so requires.

## ARTICLE - 22 - PROFESSIONAL RESPONSIBILITY

- 22.0i 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 shall:
- (a) (i) complain in writing to the Director **of Resident Care within five (5) calendar days** of the alleged improper assignment. ***If the issue is still unresolved, it may then be submitted in writing to the Nurse Management Committee within ten (10) calendar days.*** The Chairperson of the Nurse Management Committee shall convene a meeting of the Nurse Management Committee within ten (10) calendar days of the filing of the complaint. The

**ARTICLE - 22 - RESPONSIBILITY** (continued]

Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

- (ii) failing resolution of the complaint within five (5) calendar days of the meeting of the Nurse Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) Registered Nurses: one chosen by the Association, one chosen by the Employer and one chosen by the other two from a panel of four independent registered Nurses who are well respected within the profession. The member of the Committee chosen from the panel 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 properly assess the merits of the complaint. The Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of its hearing.
- (b) (i) the List of Chairpersons - Assessment Committee is attached to and forms part of this Agreement.
- (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.

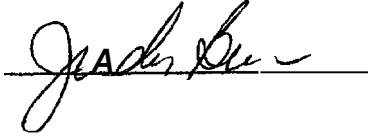
**ARTICLE 23- DURATION OF AGREEMENT**

23.01 This Agreement shall be binding and remain in effect for a period of twenty-four (24) months from April 1, 1996 to March 31, 1998, and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.

23.02 Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement,

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives this 6<sup>th</sup> day of NOVEMBER 1997.

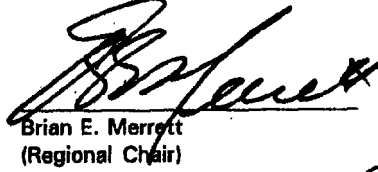
ONTARIO NURSES' ASSOCIATION  
REGIONAL NIAGARA  
HOMES FOR THE AGED

  
\_\_\_\_\_

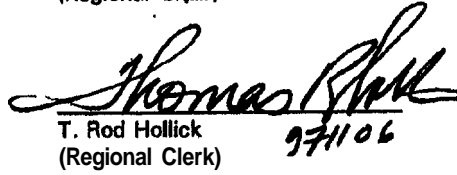
  
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THE REGIONAL MUNICIPALITY  
OF NIAGARA

  
\_\_\_\_\_

Brian E. Merrett  
(Regional Chair)

  
\_\_\_\_\_

T. Rod Hollick  
(Regional Clerk)

971106

APPROVED AS TO FORM

  
\_\_\_\_\_  
SOLICITOR

THE REGIONAL MUNICIPALITY OF NIAGARA  
 ONA FULL-TIME REGISTERED NURSES  
 (Homes for the Aged)  
 SCHEDULE "A"

STEPS ON THE GRID	PAY EQUITY ADJUSTED RATES	
	JANUARY 1, 1997	
9	\$27.40	
8	26.11	
7	24.83	
6	23.55	
5	22.27	
4	21.24	
3	20.22	
2	19.19	
1	**	18.44
	•	18.5663
Start	**	17.54
	*	17.6621

- Represents Red-Circled Rates for Current Incumbents
- \*\* Represents Rate for New Hires

It is understood and agreed that regular part-time Nurses shall progress from the "start" rate on the basis of hours worked in the employment of Regional Municipality of Niagara since January 1, 1977 (1500 hours constitutes one year).

## SCHEDULE "A"

It is understood and agreed that casual part-time Nurses shall progress from the "start" rate on the basis of hours worked in *the* employment of Regional *Niagara* since January 1, 1983 (1,500 hours constitute one year). In addition, casual Nurses hired prior to January 1, 1983 shall receive service credit on the basis of one (1) ~~tour~~ per week of employment prior to January 1, 1983. All presently employed casual part-time Nurses shall be placed on the salary grid effective March 26, 1986 in accordance with the above service calculations,

Effective August 1, 1997, the daily rate of pay for part-time Nurses shall be calculated on the following formula:

$$\frac{\text{Applicable Monthly Rate of the Full-Time Classification} \times 12}{260} + 12.5\%$$

For the purpose of clarification, the percentage included in the above daily rate of pay is in lieu of the following fringe benefits which are paid to full-time Nurses in whole or in part by the Employer:

DHIP, Semi-Private coverage, Extended Health Care coverage, Dental Plan, Life Insurance, Sick Leave Plan, Long-Term Disability Insurance and Pension Plan.

All other monetary entitlements shall apply to part-time Nurses. It is understood that the above percentage in lieu of benefits is included in the wages of a part-time Nurse.

In the event any part-time Nurse participates in the Ontario Municipal Employees Retirement System Pension Plan (OMERS), that Nurse's daily rate of pay in lieu of fringe benefits shall reduce from 12.5% to 7.5% effective August 1, 1997.

1. Increments shall be effective on the Nurse's anniversary date subject to the provisions of Article 14.08.

2. Starting salaries of Nurses hired after the signing of this Agreement shall include recognition of related experience in full-time and part-time nursing service to a maximum of five (5) increments on the salary schedule at the rate of:

- i) one (1) increment for each continuous year completed in long term care, at the time of hire,
- and/or
- ii) one (1) year increment for each two (2) continuous years completed of other recent, related nursing service, at the time of hire,

SCHEDULE "A" (continued)

**provided that:-**

- (a) such service is documented to the satisfaction of the Employer, and
  - (b) a period of not more than two (2) years has elapsed since the Nurse has occupied a nursing position. If more than two (2) years has elapsed, the number of increments to be paid, if any, shall be at the discretion of the Employer.
  - (c) the formula for determining equivalent full-time service shall be 200 tours (1500 hours) equals one (1) year;
  - (d) the Nurse shall be responsible for providing to the **Employer** written proof of past service and related experience.
3. In case of promotion, the starting salary shall be the corresponding step in the new scale and the same anniversary date shall be retained.
  4. When the principal duties of a classification covered by this Agreement are changed or when a new classification appropriately covered by this Agreement is established, notification will be forwarded to the Association and the salary for the new classification shall be negotiated. If the parties are unable to agree, the arbitration provisions of this Agreement will apply.
  5. Effective March 31, 1993, tour differential of sixty cents (\$0.60) for each tour worked on the afternoon or night tour.
  6. Nurses who change their status from full-time to part-time and vice versa shall maintain their same level on the salary grid. In addition, a Nurse who is transferred will receive full credit for service accumulated since date of last advancement.
  7. Responsibility Allowance - Effective March 31, 1993
    - (a) Where the Employer temporarily assigns a registered staff Nurse to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of more than one full tour, at times when the incumbent in any such classification would otherwise be working, she shall be paid a premium of \$7.00 per complete tour for such duty in addition to her regular salary. The Employer agrees that it will not make work assignments which violate the purpose and intent in this provisions.



SCHEDULE "A" (continued)

(b) Where there *is* an absence of Nursing Management in a Home, a Nurse shall be assigned the responsibility of being "in charge" and shall receive an allowance of *\$0.66 per complete hour* of "in charge" assignment.

**8. Effective March 31, 1993**

A Nurse shall be paid a weekend premium of seventy cents (\$0.70) per hour for all hours worked between 2330 hours Friday and 2330 hours Sunday.

**SCHEDULE "B"**

**SCHEDULE "B"  
INTEGRATED HEALTH DISABILITY INCOME INSURANCE PLAN  
ONA LOCAL 9**

100%	Employee receives 100% of salary	Employee can Top up with sick leave credits at 25% of salary	Employee will use sick leave credits at 100% of salary before going to UIC	Employee continues to access sick leave credits Pl 100% until all credits have been exhausted								
75%		Employee receives 75% - 100% of salary based on sliding scale.		<p align="center">THEN</p> <table border="1"> <thead> <tr> <th>Length of Service</th> <th>LTD % of Base Salary</th> </tr> </thead> <tbody> <tr> <td>Greater than 6 months</td> <td>65%</td> </tr> <tr> <td>Greater than 20 years</td> <td>70%</td> </tr> <tr> <td>Greater than 30 years</td> <td>75%</td> </tr> </tbody> </table>	Length of Service	LTD % of Base Salary	Greater than 6 months	65%	Greater than 20 years	70%	Greater than 30 years	75%
Length of Service	LTD % of Base Salary											
Greater than 6 months	65%											
Greater than 20 years	70%											
Greater than 30 years	75%											
50%			UIC									
0%												
Working Days	0 - 5 days	6 - 75 days	76 - 150 days	151st day								
Working Weeks	1 working week	14 weeks	15 weeks or expiration of sick leave credits	31st week or expiration of sick leave credits								

**TIME**

LENGTH OF SERVICE	100% PAY	75% PAY
Less than 3 months	0 weeks	0 weeks
3 months but less than 3 years	1 week	13 weeks
3 years but less than 5 years	3 weeks	11 weeks
5 years but less than 7 years	6 weeks	8 weeks
7 years but less than 9 years	9 weeks	5 weeks
9 years but less than 10 years	12 weeks	2 weeks
10 years or more	14 weeks	0 weeks

**SCHEDULE "B"**

The Regional Municipality of Niagara

and

**UNA LOCAL 9**

**INTEGRATED HEALTH DISABILITY INCOME INSURANCE PLAN**

**Introduction**

The Regional Municipality of Niagara provides two integrated periods of health disability income protection for full time employees: short term and long term disability benefits.

**Plan Highlights**

During the first five (5) working days of absence due to disability, per calendar year provided on 37.50 hours per week as per your respective collective agreement, the employer pays 100% of base salary, regardless of the number of absences due to disability in the calendar year.

From the sixth (6) working day and extending to the seventy-fifth (75) working day of absence due to disability (week 2 to week 15), the Employer pays the base salary as per the sliding scale under Schedule "B" of the collective agreement and the employee shall use existing sick credits, if available, to top up to an upset maximum of 100% of base salary with offsetting charges to the employee's sick leave bank.

After the seventy-fifth (75) working day of absence due to disability (15th week) of absence, the employee shall:

access existing sick credits at 100% base salary regular earnings until exhaustion;

access sick pay benefits provided by the Employment Insurance Commission, if required, to a maximum number of weeks determined by the Employment Insurance Commission.

After the one hundred and fiftieth (150) working day of absence due to disability (15 weeks), the employee may be eligible to qualify for Long Term Disability (LTD) benefits as per Schedule "B" of the collective agreement.

**SCHEDULE "B"**

**INTEGRATED HEALTH DISABILITY INCOME INSURANCE PLAN (continued)**

**Eligibility for Disability Benefits**

If you are disabled as a result of illness or injury, excluding compensable accidents such as those covered by Workers' Compensation, you **will** receive disability benefits that are paid by your Employer. You are eligible for sick pay benefits upon completion of your probationary period.

**Recurrence of Disability**

When you return from an absence due to disability for three (3) continuous weeks and perform **your** regular duties, your benefit period of fourteen (14) weeks of **b. i.** salary as per the sliding scale will **be** reinstated in full. However, if within three (3) regular work weeks of performing your regular duties following your return to work, you are disabled **from** the same or a related cause, only the remainder of **the** fourteen (14) calendar week benefit period will apply.

If, within three (3) regular work **weeks** following your return to active work, you become disabled **from** an unrelated cause of illness **or** injury, your benefit **period** of fourteen (14) calendar weeks of base **salary as** per the sliding scale will **be** reinstated in full.

If you are absent from regular work and a new disability occurs, your **benefit** period of fourteen (14) calendar weeks of base salary as per the sliding scale **will** continue until expiration.

**SCHEDULE "B" (continued)**

**INTEGRATED HEALTH DISABILITY INCOME INSURANCE PLAN**

**GLOSSARY OF DEFINITIONS**

Absence due to Disability	When an illness/accident has occurred which is not WCB compensable which prevents an employee from attending and performing his regular duties.
<b>Absence/Authorized</b>	An absence where the employee is away from work as entitled by law or under the terms of the collective agreement. These absences are defined as: vacations/holidays, floating days, lieu time, overtime days, compassionate leave, witness/jury duty, authorized leave without pay (ALWOP), maternity or parental leave, suspension, union business, or temporary layoff.
<b>Absence/Unauthorized</b>	An absence where the employee fails to report for work and fails to notify her manager or delegate according to her collective agreement and/or established procedures. These absences may be subject to disciplinary action.
<b>Actively at Work/ Active Work</b>	Where an employee attends at her regular occupation and is able to perform all the regular duties of her occupation.
<b>Hourly Salary</b>	Hourly rate as per the collective agreement times full-time hours per week.  (e.g. 37.50 hours per week x 52 weeks = 1,950 hours per year x hourly rate)
<b>Calendar Year</b>	January 1 - December 31 inclusive.

**SCHEDULE "B"**

GLOSSARY OF DEFINITIONS (continued)

Continuous Service	<p>A period of unbroken employment with the Region of Niagara, plus any additional eligible service as a result of transfer from another participating Employer including:</p> <ul style="list-style-type: none"><li>• vacation days and holidays granted</li><li>• temporary layoffs</li><li>• interruptions of services as approved by the LTD carrier where applicable</li><li>• authorized absences</li></ul>
<b>Disability</b>	<p>When an employee has a medically determinable physical or mental impairment, due to injury or disease which prevents her from performing the duties of her occupation.</p>
Earnings	<p>Base salary as previously defined, excluding overtime, premiums, or any other compensation.</p>
Existing Sick Credits	<p>Those earned sick day credits accumulated through the course of employment up to and including the effective date of ratification of the collective agreement.</p>
<b>Illness</b>	<p>When an employee becomes disabled due to non-occupational illness/injury and is unable to perform the essential duties of her regular work.</p>
<b>Long Term Disability</b>	<p>An absence resulting from non-occupational or occupational illness/injury as documented by a qualified health care provider which renders an employee totally disabled and unable to attend regular work. An employee may qualify for Long Term Disability (LTD) benefits defined by the LTD carrier after the expiration of one hundred and fiftieth (150) working day or absence due to disability (30 weeks), or expiration of existing sick leave credits, whichever is greater.</p>

**SCHEDULE "B"**  
**GLOSSARY OF DEFINITIONS** (continued)

<b>Modified Work</b>	<p>Any job, task, function or combination thereof that an employee with temporary or permanent <b>partial</b> disability may perform safely without unreasonable risk re-injury or unreasonable risk to others. Modified work may be either temporary or permanent in nature.</p> <p><b>Modified work</b> may be available where an employee can perform:</p> <ul style="list-style-type: none"><li>• her regular duties for shorter or alternate hours;</li><li>• part of her regular duties for <b>regular</b>, shorter or alternate hours;</li><li>• <b>alternate duties</b> for regular, shorter or alternate hours.</li></ul>
<b>Regular Duties</b>	<p>Where an employee is able to perform the essential duties of her regular occupation.</p>
<b>Short Term Disability</b>	<p>An absence where the employee notifies her manager or delegate that she is unable to <b>work</b> due to <b>non-occupational illness/injury</b> on the first day of absence and extending no longer than the <b>seventy-fifth (75) day (15 weeks)</b>. Payment of <b>short term disability (STD)</b> benefits will <b>be</b> authorized by the manager.</p>
<b>Working Day</b>	<p>Regularly scheduled shift.</p>

**LIST OF CHAIRPERSONS**

**Professional Responsibility  
Assessment Committee**

**Ms. M. Elizabeth Ada**  
**Director, *Human Resources***  
**Algonquin College of Applied Arts  
and Technology**  
**1385 Woodroffe Avenue**  
**Napan, Ontario**  
**K1S 0C5**

**Ms. Patricia fang**  
**Vice-President**  
**Georgian College of Applied Arts & Technology**  
**One Georgian Drive**  
**Barrie, Ontario**  
**L4M 3x9**

**Ms. Darlene Steven**  
**Associate Professor**  
**School of Nursing**  
**Lakehead University**  
**955 Oliver Road**  
**Thunder Bay, Ontario**  
**P7B 5E1**



LETTER OF UNDERSTANDING  
BETWEEN  
THE REGIONAL MUNICIPALITY OF NIAGARA  
AND  
ONTARIO NURSES' ASSOCIATION

The Parties hereby agree by this Letter of Understanding to open up within the terms of the new contract discussions relating to the following matters:

**Prepaid Leave Plan**

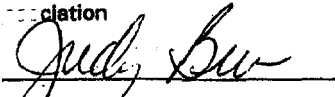
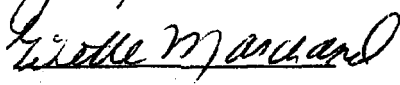
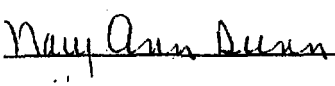
The Parties agree to discuss during the term of the agreement the introduction of a Prepaid Leave Program to be implemented upon mutual satisfaction and agreement between the Parties.


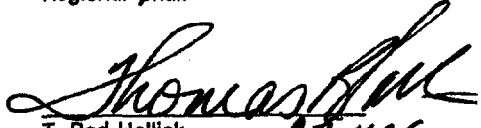

**Job Sharing**

During the term of the contract, the Parties agree to discuss the possible introduction of a job sharing program, subject to the mutual satisfaction of any party of such a program by both parties.

**Scheduling**

In light of our discussions on this matter, this will serve as a Letter of Understanding between the Parties such that the Employer shall make every effort to accommodate scheduling preferences in accordance with the staffing needs of the Employer and taking into account the preferences of the majority of Nurses in each Home.

For the Ontario Nurses' Association  
  
  
  
\_\_\_\_\_

For the Regional Municipality of Niagara  
  
Brian E. Merrett  
Regional Chair  
  
T. Rod Hollick  
Regional Clerk  
971106  
  
\_\_\_\_\_

## LETTER OF UNDERSTANDING - ARTICLE 10

Notwithstanding any other article contained in this collective agreement or past practice, it is understood that the following provisions will be implemented effective August 1, 1996 as follows:

### ARTICLE 10.04

#### **Layoff**

##### (a) **Layoff**

In the event of a layoff, Nurses shall be laid off on the basis of seniority, provided that Nurses retained on staff are willing and qualified to perform available work. The Employer will not hire a new Nurse to fill a vacancy if there is a Nurse on layoff who is willing and qualified to perform the normal requirements of the position including hours of work. Where a full-time Nurse is laid off she can exercise her seniority only to displace a less senior full-time Nurse by making a decision within three (3) working days following date of letter. Where a part-time Nurse is laid off she can exercise her seniority only to displace a less senior part-time Nurse by making a decision within three (3) working days following date of letter.

##### (b) **Job Posting**

Any vacancies anticipated to exceed sixty (60) calendar days will be posted for nurses who are not working and deemed laid off, shall have the right to be considered for job postings in accordance with Article 13 provided that no more than twenty-four (24) months have elapsed since the employee's layoff.

##### (c) **Distribution of Extra Hours**

(i) Nurses who are not working and deemed laid off shall receive any extra hours from the Home they were originally laid off from, and shall advise their manager, in writing, of their preference of one or more of their choices. The Nurse will be given the orientation to the Home of their choice, as required.

(ii) Nurses who are not working and deemed laid off shall notify their manager, in writing, within one (1) week of notice of layoff, of any additional Home they are willing to work in, along with any restrictions on the shifts or available days. The notification by the nurse shall remain valid for six (6) months. Following the six month period, the laid off nurse shall advise their manager, in writing, of any changes to their original selection of Home, as noted in (c) above, if applicable.

Extra tours' to laid off full-time and part-time nurses will be offered in accordance with Article 10.04 (c) (i) and (ii) as follows:

**Less Than Five Tours - Wart-Time)**

Tours that become available as a result of short-term replacement absences of less than five tours, shall be distributed to part-time nurses in order of seniority as per Article 10.04 (c) (i) and (ii). A part-time laid off nurse shall be offered the number of hours they held prior to being laid off where the manager determines those hours are available in the respective Home. Once tours of less than five have been offered to part-time laid off nurses, the balance of tours deemed available by the manager shall be offered to any full-time laid off nurse in order of seniority and prior to casual nurses receiving such hours.

**Five Tours or More - (Full-Time)**

Tours of a long term nature of five tours or more, but not anticipated to exceed sixty (60) calendar days, shall be offered to full time laid off Nurses in order of seniority as per Article 10.04 (c) (i) and (ii). A full-time nurse shall be offered the number of hours they held prior to being laid off where the manager determines those hours are available in the respective Home. Once these tours have been offered to full-time laid off nurses, the balance of the tours deemed available by the manager shall be offered to part-time laid off nurses in order of seniority and prior to casual nurses receiving such hours.

Dated this 28th day of July, 1996 in Thorold, Ontario

Judy Addy  
Maureen Cassment  
Ronda Wledge  
Montrose

Judy Addy  
Maureen Cassment  
Ronda Wledge  
Judy Ben etc  
Aileen Carlier