

SOURCE	<i>union</i>		
<i>Agreement</i>	99	03	31
TO:	2001	06	30
NO. OF EMPLOYEES	110		
NUMBERS OF EMPLOYEES	LP		

COLLECTIVE AGREEMENT

BETWEEN:

**SAINT ELIZABETH HEALTH CARE
DURHAM
(Hereinafter referred to as "The Employer")**

AND

**ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as "The Union")**

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by the Agreement and to provide for ongoing means of communication between the Union and the Employer. It is to provide means for the settlement of grievances and for the final settlement of disputes, and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that employees wish to work cooperatively with the Employer to provide the best possible community health service and quality care.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all Registered Nurses and Graduate Nurses engaged in a nursing capacity of Saint Elizabeth Health Care - Durham Region in the Regional Municipality of Durham, save and except Program Managers, persons above the rank of Program Manager, Registered Practical Nurses and Graduate Practical Nurses, Home Support Staff, and office and clerical staff: and

all office and clerical staff of Saint Elizabeth Health Care - Durham Region in the Regional Municipality of Durham save and except Program Managers, persons above the rank of Program Manager, Registered Practical Nurses and Graduate Practical Nurses and Home Support Staff.

Clarity Note: For the purpose of clarity, Home Support Staff includes Homemakers, Health Care Aides, Nannies and Companions.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the Employer has retained and shall possess and exercise all rights, functions, powers, privileges and authority that it possessed prior to the execution of this Collective Agreement except those that are relinquished or restricted by this Collective Agreement.
- 3.02 The functions set out in Article 3.01 above will not be exercised in a manner inconsistent with the provisions of the Collective Agreement.
- 3.03 The Employer retains the right to make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees.

ARTICLE 4 - DEFINITIONS

- 4.01 (a) A full time employee is one who is classified as full-time and is normally scheduled to work the standard full-time hours as specified in the Collective agreement. This provision will not have the effect of changing an employee's status from part-time to full-time.
- (b) A four-fifths employee is one who is classified as four-fifths and is normally scheduled to work four (4) days or thirty (30) hours per week. This provision will not have the effect of changing an employee's status from part-time to four-fifths. Salary, vacation, sick leave accumulation and paid holidays are adjusted on a pro-rata basis if proration does not contravene the Employment Standards Act.
- (c) A three-fifths employee is one who is classified as three-fifths and is normally scheduled to work three (3) days or twenty two and one-half (22.5) hours per week. This provision will not have the effect of changing an employee's status from part-time to three-fifths. Salary, vacation, sick leave accumulation and paid holidays are adjusted on a pro-rata basis if proration does not contravene the Employment Standards Act.
- (d) A job sharing arrangement is one whereby two employees share the hours of work of what would otherwise be one full-time position. Salary, vacation, sick leave accumulation and paid holidays are adjusted on a pro-rata basis if proration does not contravene the Employment Standards Act.
- (e) A part-time employee is one who is scheduled on a part-time basis as required by the Employer and who normally works as scheduled less than the standard full-time hours per week as specified in the Collective Agreement. This provision will not have the effect of changing an employee's status from part-time to full-time.
- (f) A shift nurse is a registered nurse who is scheduled to provide nursing care to a client or cluster of clients per shift.
- (g) Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the context so requires. Where the singular is used it may also be deemed to mean the plural.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of her membership, or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement or any applicable legislation.
- 5.02 It is agreed that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* against any employee by the Union or the Employer by reason of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation, or any other factor which is not pertinent to the employment relationship.
- 5.03 (a) “Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap”. Ref: *Ontario Human Rights Code*, Sec. 5(2)
- (b) “Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee”. Ref: *Ontario Human Rights Code*, Sec. 7(2)
- (c) “Every person has a right to be free from,
- i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person”. Ref: *Ontario Human Rights Code*, Sec. 7(3)
- NOTE: “Harassment” means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”. Ref: *Ontario Human Rights Code*, Sec. 10(1)

- 5.04 The parties agree that sexual harassment of any person employed by the employer will not be tolerated in the workplace.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

- 6.01 The Union agrees that there will be no strikes, and the Employer agrees that there will be no lockouts so long as this Agreement continues to operate. The term "strike" and "lockout" shall bear the meaning given them in the **Ontario Labour Relations Act, R.S.O. 1980** and amendments thereto.

ARTICLE 7 - UNION SECURITY

- 7.01 The Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union.
- 7.02 Such dues shall be deducted monthly and, in the case of newly employed employees, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time employee in a month in which the employee does not work.
- 7.03 The amount of regular monthly dues shall be those as authorized by the Union and the Provincial Secretary-Treasurer of the Union shall notify the Employer of any change therein and such notification shall be the Employer's conclusive authority to make the deduction specified. The Union shall notify the Employer of any changes, in writing, at least one month prior to the effective date of such change.
- 7.04 The amounts so deducted shall be remitted monthly to the Provincial Secretary-Treasurer of the Union, no later than the fifteenth (15th) day of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their social insurance numbers. A copy of this list will be sent to the local and provincial Union.
- 7.05 In consideration of the deducting and forwarding of Union dues and lists by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims for liability arising or resulting from the operation of this Article.
- 7.06 The Employer shall annually provide each employee with a T-4 or Supplementary Slip showing the dues deducted in the previous year.

- 7.07 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings, During such interview, membership forms may be provided to the employee. These interviews shall be scheduled in advance by the Employer and may be arranged collectively or individually.
- 7.08 The Union agrees that there will be no Union activity, solicitation for membership or collection of Union dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.

ARTICLE 8 - REPRESENTATIVES AND COMMITTEES

- 8.01 The Employer will recognize the following:

Union Representatives

- a) The Employer agrees to recognize three (3) employee representatives to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Agreement;

Grievance Committee

- b) The Employer will recognize a Grievance Committee of ~~two~~ (2) employees to be elected or appointed from amongst employees in the bargaining unit, one of whom shall be chair. The Grievance Committee may have the assistance of representatives from the Ontario Nurses' Association when meeting with the Employer.

Negotiating Committee

- c) The Employer will recognize a Negotiating Committee of three (3) employees to be elected or appointed from amongst employees in the bargaining unit, and an Employment Relations Officer for the purpose of negotiating the renewal of this Agreement.

Labour ~~Managemer~~ Committee

- d) A Labour-Management Committee will be composed of two (2) representatives of the Employer and two (2) representatives of the Union. Meetings of this Committee will be held every three (3) months unless

otherwise agreed. Agenda items to be discussed shall be exchanged in writing at least five (5) days prior to the meeting. The purpose of the committee is to promote and provide for effective and meaningful discussion of matters of mutual concern. It is agreed that the committee will not discuss matters that are properly the subject of negotiations for the amendment or renewal of this Agreement or matters which are properly the subject of a grievance. The role of the Chairperson shall rotate between the parties.

- 8.02 Employee representatives and committee members will suffer no loss of earnings for time spent in meetings with the employer during his/her regular working hours. In the case of the Negotiating Committee this will include meetings up to but not including conciliation. In the case of Grievance Committee members, this will include time spent up to and including the second (2nd) step grievance meeting.
- 8.03 If an employee representative must leave her regular duties for a period of time in order to attend to Union business, she will first obtain the permission of her supervisor and shall suffer no loss of earnings. Such permission will not be unreasonably withheld. Upon completion of her business, the employee representative will report to her supervisor and then return to work.
- 8.04 The Union shall keep the Employer notified in writing of the names of the current employee representatives, committee members and any other officers of the Local Union who are employed by the Employer.
- 8.05 Occupational Health and Safety Committee
- (a) The Employer and the Union shall comply with the **Occupational Health and Safety Act** in order to prevent accidents, injuries and illness.
 - (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Union from the bargaining unit.
 - (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions relating to occupational health and safety.
 - (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its function.

- (e) Meetings shall be held at least once every three (3) months or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make same available for review.
- (9) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the Committee shall be deemed to be time worked for which she shall be paid by the Employer at his/her appropriate rate and she shall be entitled to such time from her work as is necessary.
- (g) The Occupational Health and Safety Committee will select the employee to be trained if the legislation so requires trained workers.

8.06 Modified Work

The Employer will notify the Local Union of the name of any employee who is only able to return to work if placed on a **modified/light/alternate** work program. The Employer will notify the Local Union in the event that it is unable to provide a **modified/light/alternate** work program for an employee on WSIB or LTD. If requested, the Employer will meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive, within five (5) working days, to respond to any questions about efforts made to date and to consider any proposals from the Union for an appropriate modified work program.

ARTICLE 9 - GRIEVANCE PROCEDURES

- 9.01 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 9.02 At the time formal discipline is imposed, or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her employee representative. In the case of suspension or discharge, the Employer will notify the employee of this right in advance.
- 9.03 It is the mutual desire of the parties to this Agreement that differences shall be resolved as quickly as possible and it is understood that an employee has no grievance until she has first given her manager the opportunity of adjusting her complaint. Such complaint shall be discussed within seven (7) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. After the discussion, the manager shall confirm her response in writing within fourteen (14) calendar days.

Step One

If the complaint is unresolved, a written grievance may be submitted, dated and signed by the employee to the Vice President, Health Services, within seven (7) calendar days from receipt of the written decision of the manager. The parties may choose to meet to discuss the concern at a time and place suitable to all. The Vice President, Health Services shall confirm her decision in writing within fourteen (14) calendar days of the meeting.

Step Two

If the complaint remains unresolved after Step 1, the grievance may be submitted in writing to the CEO/President or his/her designate within seven (7) calendar days of the decision in Step 1. A meeting will be arranged between the CEO/President or his/her designate and the appropriate parties. It is understood and agreed that a staff representative of the provincial Ontario Nurses' Association and the grievor may be present at the meeting and that the Employer may have such counsel and assistance as it may desire at such meeting. The CEO/President or his/her designate will confirm his/her decision in writing within fourteen (14) calendar days of the meeting. A copy of the second step grievance reply will be provided to the Labour Relations Officer.

9.04 Policy Grievance

A grievance arising directly between the Employer and Union concerning the interpretation, application, or alleged violation of this Agreement shall be originated at Step 2 within fourteen (14) calendar days following the circumstances giving rise to the grievance. A grievance by the Employer shall be presented to the Chairperson of the Grievance Committee. A meeting will be arranged between the parties. The decision of the non-grieving party will be delivered in writing, within fourteen (14) calendar days of the meeting.

9.05 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing signed by each employee who is grieving, to the Manager at Step 1 within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees.

9.06 Discharge Grievance

The release of a probationary employee shall not be subject to the grievance procedure. A claim by an employee who has completed her probationary period that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee at Step 2 within seven (7) calendar days after the date of the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration procedure by:

- a) confirming the Employer's action in dismissing the employee;
- b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost;
- c) by any other arrangement which may be deemed just and equitable.

9.07 All agreements reached under the grievance procedure between the Employer and the Union will be final and binding upon the Employer, the Union and the employee(s).

ARTICLE 10 - ARBITRATION

10.01 Failing settlement of the grievance under the foregoing procedure, such grievance may be submitted to arbitration. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step 2 is given the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step 2, it will be deemed to have been received within the time limits. The party referring the matter to arbitration shall name a nominee at the same time.

The recipient of the notice shall, within fourteen (14) calendar days, inform the other party of the name of its nominee to the arbitration board. The two nominees so selected shall, within fourteen (14) calendar days of the nomination of the second of them, select a mutually acceptable third person who shall be the Chairperson. If one of them fails to name a nominee, or the two nominees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

10.02 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

- 10.03 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses of the chairperson of the Arbitration Board.
- 10.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.05 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance.
- 10.06 The time limits and procedures set out in the grievance and arbitration provisions herein are mandatory and failure to comply strictly with such time limits and/or procedures except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned.
- 10.07 The proceedings of the Arbitration Board may be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.08 Wherever Arbitration Board is referred to in this Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of the reference to arbitration and the other provisions referring to Arbitration Board shall apply accordingly.

ARTICLE 11 - EMPLOYEE FILES

- 11.01 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for the immediately preceding twelve (12) months during which the employee has worked.
- 11.02 When any type of evaluation, performance appraisal, progress report or assessment related to the job performance, nursing practice or other employment related matters is completed with respect to any employee, it is understood and agreed that such employee shall be given an opportunity to sign the document, indicate any area of disagreement and shall also be provided with a copy of the document. A copy of the completed performance appraisal will be provided to the employee upon request. It is understood that such performance appraisals do not constitute disciplinary action by the Employer against the employee.

11.03 Upon written request, an employee may review her file in the presence of a supervisor or delegate and be provided with a copy of any document contained therein.

ARTICLE 12 - SENIORITY

12.01 Definition of Seniority

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the date of last hire, except as otherwise provided herein.

Part-time employees will accumulate seniority on the basis of one year of seniority for each 1500 hours worked in the bargaining unit from the date of last hire, except as otherwise provided herein.

12.02 Probationary Period

- (a) Newly hired full-time employees shall be considered to be on probation for a period of three (3) months worked from the date of last hire. For part-time employees, the probationary period will be 450 hours worked or nine (9) months worked, whichever comes first. If retained after the probationary period, the full-time employee will be credited with seniority from date of last hire and part-time employees will be credited with seniority for the hours worked from date of last hire. The probationary period may be extended for a specified period and in such cases, the Employer will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional three (3) months for full time employees, or 450 hours worked for part time employees and, where requested, the Employer will advise the employee and the Union of such extension.
- (b) An employee who transfers from full-time to part-time status, or vice versa, shall not be required to serve another probationary period where such employee has completed a probationary period since her date of last hire. If the probationary period has not been completed, the number of hours worked from her date of hire shall be credited towards the probationary period.

12.03 Seniority Lists

- (a) A seniority list shall be established for all full-time registered nurses covered by this agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary registered nurses shall be included in the seniority list.
- (b) A seniority list shall be established for all part-time registered nurses covered by this agreement who have completed their probationary period. For information purposes only, the names of all part-time probationary nurses shall be included in the seniority list. Seniority on such lists **will** be expressed in terms of hours worked.
- (c) A seniority list shall be established for all full-time administrative staff covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary administrative staff shall be included in the seniority list.
- (d) A seniority list shall be established for all part-time administrative staff covered by this agreement who have completed their probationary period. For information purposes only, the names of all part-time probationary administrative staff shall be included in the seniority list. Seniority on such lists will be expressed in terms of hours worked.
- (e) Copies of the current seniority lists will be provided to the Union twice a year, in May and November, and before any lay-off. The Employer will also post the lists in a conspicuous place at the time they are **forwarded** to the Union.

12.04 Transfer of Seniority

An employee whose status is changed from full-time to part-time shall receive credit for her full seniority and service. Seniority shall be calculated on the basis of 1500 hours worked for each year of seniority. An employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service. Seniority shall be calculated on the basis of one(1) year's seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

12.05 Seniority Retention and Accumulation

- (a) Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:
 - (i) when on a leave of absence with pay;
 - (ii) when on an approved leave of absence without pay, not exceeding thirty (30) continuous calendar days;
 - (iii) When in receipt of paid sick leave;
 - (iv) When in receipt of **WSIB** Benefits;
 - (v) When on pregnancy or parental leave in accordance with the Employment Standards Act.
- (b) Seniority and service shall be retained but not accumulated when an employee is absent from work under the following conditions:
 - (i) any unpaid absence other than pregnancy or parental leave for a period which exceeds thirty (30) continuous calendar days.

In addition, all benefits will be appropriately reduced on a pro rata basis and the employee's anniversary date and seniority date adjusted accordingly. The employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of the absence.

12.06 Loss of Seniority

An employee shall lose all seniority and service and shall be deemed to have terminated if she:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) retires;

- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reasonable explanation to the Employer;
- (e) is laid off for a period of eighteen (18) months;
- (f) has been laid off and fails to return to work after being recalled;
- (g) fails to report to work as scheduled at the end of a leave of absence, vacation or suspension or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (h) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate client care, unless a reasonable explanation is given to the Employer.

12.07 Transfer Out of Bargaining Unit

- (a) An employee who is transferred to a position outside of the bargaining unit for a period of not more than one (1) year shall retain, but not accumulate, her seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, she shall be credited with seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

In the case of temporary transfers out of the bargaining unit the above time frame may be extended by mutual agreement for a further period of up to one year.

- (b) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her return to the bargaining unit.

ARTICLE 13 - JOB POSTING

- 13.01 (a) Where the Employer determines that a vacancy exists, including a new position, such vacancy will be posted internally for ten (10) calendar days. Employees shall submit written applications for the vacancy within the period indicated on the notice. This will not preclude the Human Resources Department from external recruiting during the period of the posting.

- (b) Employees shall be selected for positions under 13.01(a) on the basis of skill, ability, experience and qualifications. Where these are relatively equal amongst candidates who are qualified to perform the available work, then seniority shall apply.
- (c) The name of the successful applicant, if any, will be posted by the Employer.
- (d) If there are no successful applicants from within the bargaining unit, the Employer may hire an employee from outside the bargaining unit.
- (e) The Employer shall have the right to fill a vacancy or new position on a interim basis until the posting procedure has been completed and arrangements have been made to permit the successful applicant to be assigned to the job concerned. Upon completion of the such assignment, such employee shall be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (f) Temporary vacancies of less than six months duration will not be posted and will be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question. It is understood however that where such vacancies occur on short notice, failure to offer such part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Upon completion of the temporary vacancy, such employee shall be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable **job**.

ARTICLE 14 - LAYOFF AND RECALL

- 14.01 (a) In the event that a reduction of the staff is required, the Employer agrees that the most junior employee will be laid off first, provided that the employees who remain are willing and are qualified having the skill and ability to perform the work available. When recalling employees **after** layoff, those last to be laid off will be the first to be recalled provided that in each case, the employee is qualified and has the skill and ability to do the work.

- 14.02 (a) The layoff and recall of registered nurses will be separate and apart from the layoff and recall of administrative staff.
- (b) Full-time layoff shall be separate from part-time layoff.
- (c) Layoff and recall of shift nurses shall be separate and apart from the layoff and recall of visiting nurses.
- (d) The Employer will not hire any new employee to fill a vacancy where there is an employee on layoff who is qualified to do the work available.
- 14.03 (a) Where a vacancy occurs in a position following a layoff hereunder the affected employee will be offered the opportunity to return to his/her former position providing he/she has seniority rights and the employee has the ability to perform the work available. Where the employee returns to his/her position there shall be no obligation to consider the vacancy under Article 13.01. Where the employee refuses the opportunity to return to his/her former position the employee shall advise the Employer in writing, within five (5) days of receiving notification.
- 14.04 (a) The Employer shall endeavour to provide reasonable notice to the union in the event of layoffs and staff displacements.
- (b) In the event of a proposed layoff of a permanent or long term nature, the Employer will meet with the Union to review the following:
- (i) the reasons causing the layoff;
- (ii) the service the Employer will undertake after the layoff;
- (iii) the method of implementation, including areas of cutback and the employees to be laid off.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Personal and Educational Leave

Requests for personal or educational leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be made in writing at least four (4) weeks in advance, except in cases of emergency, and a written reply will be given within seven (7) working days of the receipt of such request. Except in unusual circumstances, a leave of absence

other than for educational purposes will not be granted until one year's continuous service has been completed.

For leaves exceeding six (6) months, all vacation time and compensating time must be used prior to applying for a leave of absence, except in unusual circumstances.

15.02 Union Leave

Leave of absence to attend Union business such as conferences, union education days and conventions, up to an aggregate of twenty-five (25) days per year, will be granted to employees based on the following conditions:

- (a) Requests for such leave shall be made in writing by the Union to the Employer giving as much notice as possible, with a minimum of two (2) weeks advance notice, except in cases of emergency. The Employer shall indicate in writing whether or not the request has been approved. Such approval shall not be unreasonably withheld.
- (b) Not more than three (3) employees at any one time shall be allowed such leave.
- (c) Where such leave has been granted the Employer shall maintain the employee's salary and benefits/percent in lieu. The Local Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. The Employer will bill the Local Union within a reasonable period of time.
- (d) There will be no loss of seniority or service during such leave of absence.

15.03 Leave. Board of Directors

An employee who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of the President, shall be granted upon request such leave(s) of absence as she or he may require to fulfill the duties of the position. Reasonable notice, a minimum of two weeks, shall be given in writing for such leaves of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 15.02 above and shall not exceed twenty-five (25) days per calendar year. During such leave of absence, the employee's salary and applicable benefits/percent in lieu shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

15.04 Leave, President, O.N.A.

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence shall be granted to such employee elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) consecutive years. There shall be no loss of seniority or service during such leave of absence. During such leave of absence, the employee's salary and applicable benefits/percent in lieu shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the employer of his or her intention to return to work at least four (4) weeks prior to the date of such return.

15.05 Leave - Provincial Committee

An employee who is elected to a Provincial Committee of the Ontario Nurses' Association, shall be granted upon request such leave(s) of absence as she may require to fulfill the duties of her position. Reasonable notice, a minimum of two weeks, shall be given in writing to the Employer for such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 15.02 and shall not exceed twenty-five (25) days per calendar year. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

15.06 Compassionate Leave (This provision applies to full time employees only)

Compassionate leave with pay shall be granted upon the death of an employee's immediate or step family. This leave is not to exceed three (3) working days. Immediate family is defined as: mother, father, sister, brother, child, spouse, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law. Where an employee does not qualify for leave under the above, the Employer may consider special requests.

Where extensive travel is required or in exceptional circumstances, additional unpaid compassionate leave up to two (2) days may be granted at the discretion of the Vice President, Health Services.

15.07 Jury & Witness Duty

If an employee is summoned to jury duty or to be a witness in any **court** in a proceeding related to his/her employment, the employee shall suffer no **loss** of earnings because of such attendance and shall not be required to work on the day of such duty provided that the employee:

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

The amount of pay received by a part time employee who is scheduled to work on the day of jury duty will be based on an average of the employee's daily earnings, over the immediately preceding 13 week period.

15.08 Pregnancy/Parental Leave

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the ***Employment Standards Act***. The service requirement for eligibility for unpaid pregnancy leave shall be thirteen (13) weeks. An employee who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave. Written notice of the employee's intention to extend the leave must be received at least four **(4)** weeks prior to the end of the initially approved leave.
- (b) The employee shall give written notification at least **two (2)** weeks in advance of the date of commencement of such leave and of the expected date of return and a certificate from a legally qualified medical practitioner indicating the expected date of confinement.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) by written notification received by the Employer at least four **(4)** weeks in advance. The employee has the right to return to her former position, if it still exists, or to a comparable position, if it does not.

- (d) Credits for service and seniority for full-time employees shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For part-time employees, credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave, on the basis of what her normal regular hours of work would have been.
- (e) The Employer will continue to pay its share of the contributions for insured benefits while a full-time employee is on pregnancy leave, up to seventeen (17) weeks, provided that the employee makes arrangements to pay his/her share of the required contributions. An employee may elect not to participate in such insured benefit plans, and in such cases, will advise the Employer in writing of such election.
- (f) Employees newly hired to replace employees 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 employee shall be credited with seniority from date of hire subject to successfully completing her probationary period. The employee shall be credited with hours worked towards the probationary period provided in Article 12.02 (a).

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

Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the **Employment Standards Act**. The service requirement for eligibility for unpaid parental leave shall be thirteen (13) weeks.
- (b) An employee who has taken a pregnancy leave under Article 15.08 is eligible to be granted a parental leave of up to eighteen (18) weeks' duration in accordance with the **Employment Standards Act**. An employee 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 twelve (12) months duration, consideration being given to any requirements of adoption authorities. The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and of the expected date of return. In

cases of adoption, the employee 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 employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) by written notification received by the Employer at least two (2) weeks in advance thereof. The employee has the right to return to her former position, if it still exists, or to a comparable position, if it does not.
- (d) Credits for service and seniority for full-time employees shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave. For part-time employees, credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave, on the basis of what her normal regular hours of work would have been.
- (e) The Employer will continue to pay its share of the contributions for insured benefits while a full-time employee is on parental leave, up to eighteen (18) weeks, provided that the the employee makes arrangements to pay his/her share of the required contributions. An employee may elect not to participate in such insured benefit plans, and in such cases, will advise the Employer in writing of such election.
- (f) Employees newly hired to replace employees who are on approved parental 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 employee shall be credited with seniority from date of hire subject to successfully completing her probationary period. The employee shall be credited with hours worked towards the probationary period provided in Article 12.02 (a).

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

15.10 Professional Leave

Professional leave without pay will be granted to employees who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

Professional leave without pay will be granted to registered nurses who are elected to the RNAO to attend regularly scheduled meetings.

ARTICLE 16 - PAID HOLIDAYS

16.01 The Employer agrees to recognize the following as designated holidays:

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

In addition, full-time employees are entitled to one additional floating holiday.

16.02 In the event that a designated holiday falls on a full-time employee's regularly scheduled day off or during a full time employee's vacation, another working day shall be granted in lieu.

16.03 Full-time employees are entitled to holiday pay. Holiday pay will be computed on the basis of the employee's regular rate of pay. Four-fifths, three-fifths and job sharing employees will receive holiday pay on a pro-rata basis if proration does not contravene the Employment Standards Act. Part-time administrative staff who do not work on the designated holiday will be paid their average daily hours if they meet the following conditions:

- (1) completion of three (3) months **service**
- (2) work the regular scheduled shift before and after the holiday
- (3) worked at least ten (10) shifts in the four (4) weeks preceding the designated holiday.

16.04 A full-time employee who works on a holiday will receive compensating time off at time and one half, A part-time employee who works on a holiday will receive pay at time and one half.

- 16.05 In order to qualify for holiday pay for any holiday, or to qualify for a lieu day, an employee must complete her scheduled shift on each of the working days immediately prior to and following the holiday.
- 16.06 All full-time and part-time nurses are assigned work on statutory holiday **weekends/schedules** on a rotation basis. All full-time and part-time nurses are expected to be available for a minimum of two statutory holiday weekends and one of either **Christmas/Boxing Day** or **New Year** period.
- 16.07 Requests by nurses for time off at either Christmas or New Year must be submitted in writing to the Manager by October 1st of each year. The schedule will be approved by October 15th. The scheduling for this holiday period will be worked out by the team members ensuring adequate coverage for patient care. The period between December 15 and January 15 will be treated as a specific scheduling block.

ARTICLE 17 - VACATIONS

- 17.01 All full-time registered nurses shall receive vacations with pay based on length of continuous full-time service as follows:
- (a) Employees who have completed less than one (1) year of full-time continuous service as of June 30 will earn 1.67 vacation days per month
 - (b) Employees who have completed one (1) year of full-time continuous service as of June 30 will be entitled to twenty (20) working days of paid vacation per year.
 - (c) One (1) bonus week will be given after ten (10) years of full-time continuous service has been completed. This week may be taken any time between 10 and 15 years of service.
 - (d) An employee who has completed fifteen (15) years of full-time continuous service as of June 30 will be entitled to twenty five (25) working days of paid vacation per year.
 - (e) One (1) bonus week will be given after twenty (20) years of full-time continuous service have been completed. This week may be taken any time between 20 and 25 years of service.
 - (9) An employee who has completed twenty-five (25) years of full-time continuous service as of June 30 will be entitled to thirty (30) working days of paid vacation per year.

- 17.02 All full-time administrative staff shall receive vacations with pay based on length of continuous full-time service as follows:
- (a) An employee who has completed one (1) year of full-time continuous service will be entitled to fifteen (15) working days of paid vacation per year.
 - (b) An employee who has completed seven (7) years of full-time continuous service will be entitled to twenty (20) working days of paid vacation per year.
- 17.03 Temporary full-time employees will receive vacation pay of four percent (4%) of total salary at the completion of his/her contract.
- 17.04 Four-fifths employees are entitled to eighty percent (80%) of the full-time vacation entitlement, based on years of service. All other full-time stipulations apply.
- 17.05 Three-fifths employees are entitled to sixty percent (60%) of the full-time vacation entitlement, based on years of service. All other full-time stipulations apply.
- 17.06 Job sharers are entitled to fifty percent (50%) of the full-time vacation entitlement, based on years of service. All other full-time stipulations apply.
- 17.07 Part-time employees receive a percentage in lieu of benefits, which includes vacation pay and is included in the hourly rate of pay.
- 17.08 In the event that an employee terminates his/her employment before the completion of six (6) months service, the employee will be entitled to vacation pay of four percent (4%).
- 17.09 The vacation year runs from July 1 to June 30. Vacation entitlement earned during this period is to be taken by February 28 of the following year.
- 17.10 Requests for summer vacations (June 15 to September 15) must be submitted, in writing, to the Manager no later than March 15 each year. The Employer will post the final vacation schedule by April 15. Seniority will govern where conflicts arise between requests of two or more employees. Requests for vacation at other times of the year require at least two (2) weeks written notice, however, in order to facilitate vacation approval, staff are encouraged to submit vacation requests prior to initiation of team scheduling for the month in question. Vacation requests for this period may be approved on first come first served basis.

17.11 Staff may be out of the district for a maximum of twenty (20) consecutive working days. Notwithstanding the above, vacations during peak periods may be limited in order to ensure that client care demands can be met. Peak periods include:

- December 15 to January 8 inclusive
- March School Break
- June 15 to September 15 inclusive.

ARTICLE 18 - HOURS OF WORK

18.01 The normal full-time hours of work are seventy five (**75**) hours within a fourteen (**14**) day period. The normal hours of work in a shift are eight (8) consecutive hours with a half hour unpaid break. This provision is not to be construed as a guarantee of daily or weekly hours of work.

18.02 Nurses who are assigned treatment time that requires working beyond the normal hours of work, will be compensated, time for time, for each half hour or more worked beyond the normal hours. Compensating Time is to be taken **as** close to the time worked as possible and at a time designated by the Employer.

18.03 Part-time employees are expected to be available to work two out of four weekends, and three shifts per week. Part-time employees will be scheduled as required by the Employer. There are no regular schedules and no guarantee of hours.

18.04 Scheduling

- (a) The work schedule shall be posted four (**4**) weeks in advance and shall cover a six (6) week period.
- (b) Employees are not required to split their daily hours of work, but may do **so** if that is their preference.
- (c) Where possible, twelve (**12**) hours will be scheduled off between shifts.
- (d) An employee shall not be scheduled to work more than seven (7) consecutive days except in the case of a holiday weekend when the maximum shall be eight (**8**). In the case of employees working twelve (**12**) hour tours they shall not be scheduled to work more than four (**4**) consecutive days. Employees may work more consecutive days if that is their preference.
- (e) Posted work schedules will not be changed, except by mutual agreement.

- (f) Nurses will not be required to work more than two in four weekends except where:
- (i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse;
 - (ii) Such nurse has requested weekend work;
 - (iii) Such weekend is worked as the result of an exchange of shifts with another nurse;

Where possible, the parties agree that nurses may work fewer weekends than set out above.

- (g) In the event of unplanned extended or on call hours, staff have the option to request calls for the following day to be reassigned. (It is understood that the Manager or designate has been notified if staff are experiencing an unplanned work day that is exceptionally long).
- (h) Schedules will be flexible to accommodate early calls 0600-0800 hours as required and to maximize client continuity.
- (i) Part-time nurses will be scheduled for a minimum of four (4) hours work.
- (j) Nurses will be cancelled by seniority as long as the remaining nurses have the skills necessary to do the available work.
- (k) After the schedule is posted staff members will approach colleagues to replace their scheduled shifts. In the event of an emergency (including inability to work due to sickness) the manager will replace the shift.
- (l) The current practice of sign up to do the overnight call will be maintained. In the event that no one signs up, the manager will institute a rotational on call system.
- (m) Shift nurses shall be paid for all hours from the commencement to the conclusion of the shift with no deduction for meal or other breaks.

18.05 The parties agree that they will continue to discuss self scheduling for the visiting and shift nurses and will develop principles and guidelines to be used by the nurses in self scheduling.

18.06 Scheduling - Administrative Staff

The scheduling of administrative staff depends upon the hours of operation of the local CCAC and the volume of service.

- (a) Administrative staff **will** be scheduled as required by the Employer. Where possible, twelve (12) hours will be scheduled off between shifts.
- (b) Part-time administrative staff will provide their availability to the Manager four (4) weeks prior to the implementation of a schedule.
- (c) The schedule for part-time administrative staff will be posted two (2) weeks prior to the implementation date which schedule shall be for a period of four (4) weeks.
- (d) Administrative staff are provided with two fifteen (15) minute paid breaks in each 7.5 hour shift and one fifteen (15) minute paid break in each four (4) hour shift.
- (e) After the schedule is posted, staff members will approach colleagues to replace their scheduled shifts. In the event of an emergency (including inability to work due to sickness), the manager will replace the shift.
- (9) Administrative employees will not be required to work more than ~~two~~ in four weekends except where:
 - (i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee;
 - (ii) Such employee has requested weekend work;
 - (iii) Such weekend is worked as the result of an exchange of shifts with another employee:

Where possible, the parties agree that employees may work fewer weekends than set out above.

- (g) Newly hired **caseload** coordinators, or current employees who volunteer for such assignments, may be required to be on call.

ARTICLE 19 - PREMIUM PAYMENT

19.01(a) On Call

Nurses required to be on call outside of their scheduled hours will be paid an on call premium of \$1.50 per hour. If called out to work between the hours of 2230 and 0700, the nurse will receive time and one half for the hours worked. Otherwise, the nurse will receive her straight time rate for the hours worked. Nurses will receive compensating time off or pay, as applicable, in accordance with current branch practice. The on call allowance will be forfeited if the nurse is called out to work. In accordance with Branch policy, hours worked are calculated from portal to portal.

19.01(b) On Call - Administrative Staff

Administrative staff required to be on call outside of their regularly scheduled hours, will be paid an on call premium of \$1.50 per hour. If an employee on call actually performs work during the on call period, she will receive her regular straight time rate of pay for the hours worked. The on call allowance will be forfeited in the event that the employee performs work during the on call period.

19.02 Shift Premium

For visiting nurses and administrative staff, a shift premium of \$0.45 per hour will be paid for evening and night shifts worked, provided that more than three (3) hours of the shift fall after 1800 hours. For shift nurses, a shift premium of \$0.45 will be paid for each hour worked between the hours of 2230 and 0800.

19.03 Overtime

Work in excess of eighty-eight (88) hours in a two week period will be compensated at the rate of time and one-half, subject to the condition that the employee is pre-authorized by her Manager to work overtime. The Employer shall not unreasonably withhold authorization for payment of premium pay.

ARTICLE 20 - GROUP BENEFITS (This provision is not applicable to part time employees)

20.01 The Employer shall contribute towards the premium coverage of full-time participating eligible employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions, including any enrollment requirements.

- (a) The Employer agrees to contribute fifty percent (50%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under the Extended Health Care Plan currently in effect, provided that the balance of the monthly premium is paid by the employee through payroll deduction.
- (b) The Employer agrees to contribute fifty percent (50%) of the billed premium towards single coverage of eligible employees in the active employ of the Employer under the Dental Plan currently in effect, provided that the balance of the monthly premium is paid by the employee through payroll deduction. For employees requiring family dental benefits, the employer agrees to pay fifty percent (50%) of the single portion of the premium, provided that the balance of the family premium is paid by the employee.
- (c) The Employer agrees to pay one hundred percent (100%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for a group life insurance plan providing one times annual salary. Employees may purchase additional Employee Optional Life Insurance and Dependent Optional Life Insurance, provided the employee pays one hundred percent (100%) of the billed premium through payroll deduction.
- (d) The Employer agrees to pay one hundred percent (100%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for Accidental Death and Dismemberment benefits in the amount of one times annual salary.

ARTICLE 21 - BENEFITS FOR PART TIME EMPLOYEES (This provision is applicable to part time employees only)

21.01 A part time registered nurse shall receive in lieu of all group benefits, sick leave and vacation an amount equal to 12.5% of his/her regular hourly rate for all hours paid. A part-time administrative employee shall receive in lieu of all group benefits, sick leave and vacation an amount equal to 10.5% of his/her regular hourly rate for all hours paid. The percent in lieu is included in the employee's hourly rate of pay.

ARTICLE 22 - PENSION PLAN

22.01 All present employees enrolled in the Employer's pension plan shall maintain their enrollment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition

of employment, enroll in the plan when eligible in accordance with its terms and conditions.

ARTICLE 23 - SICK LEAVE (This provision is not applicable to part time employees)

- 23.01 Pay for sick leave is for the sole purpose of protecting the employee against **loss** of regular income when legitimately ill and unable to work.
- 23.02 Each full-time employee shall accumulate sick leave credits at a rate of 1.5 days per month, to a maximum of 120 days. Four-fifths, three-fifths and job sharing employees will accumulate sick leave credits on a pro-rata basis.
- 23.03 Such credits shall be cumulative from the beginning of the first complete calendar month after the commencement of employment.
- 23.04 Unpaid sick leave will be treated as leave of absence without pay.
- 23.05 If the duration of an illness exceeds three (3) successive working days, a medical doctor's certificate must be provided if requested by the Employer. The Employer will reimburse the employee for the cost of the certificate.
- 23.06 Employees will report absences in accordance with the Employer's policies dealing with Absenteeism Notification Procedures.
- 23.07 All full-time employees are required to participate in the Long Term Disability Plan, subject to its terms and conditions, on the basis of one hundred percent (100%) employee-paid premiums.

ARTICLE 24 - TRANSPORTATION

- 24.01 Nurses are required to provide and maintain a vehicle. A mileage allowance of \$0.27 per kilometre will be paid for kilometres travelled between the first visit of the work day and the last visit of the work day. In the event that an employee is required to report for a first visit which distance exceeds 25 kilometres from her home, or from the designated team boundary if she lives outside of the designated team boundary, the employee shall be paid mileage allowance from the 26th kilometre. The foregoing exception shall apply similarly to the last visit of the workday.

In order to receive the mileage allowance, the nurse must tabulate business mileage on a daily basis and submit a record of this mileage monthly.

24.02 In the event of private car breakdown, the nurse is responsible for alternate private arrangements.

24.03 Nurses may not take patients or family members of patients as passengers while on working time.

ARTICLE 25 - ORIENTATION

25.01 In its aim to provide the highest quality home care, Saint Elizabeth recognizes the need for programs to assist the employees' professional growth. These include:

- (a) orientation program:
- (b) staff inservice programs for upgrading and/or certification skills;
- (c) opportunities for staff attendance at professional nursing association meetings or workshops relevant to the employee's work.

Nurses are expected to comply with the the College of Nurses Quality Assurance Program.

ARTICLE 26 - DRESS CODE

26.01 Nurses will maintain a professional appearance at all times. While on duty, or while at functions representing the employer nurses will wear approved dress, the SEHC pin and identification card.

The SEHC pin remains the property of the Employer and will be returned to the Employer upon termination of employment. If a pin is lost, it is replaced by the employee at the current cost.

The identification card remains the property of the Employer and will be returned to the Employer upon termination of employment.

Employees are expected to wear enclosed rubber-soled shoes while on duty for their own personal safety. Nurses will dress in compliance with the Employer's dress code policy.

ARTICLE 27 - MISCELLANEOUS**27.01 Certificate of Competence**

All nursing staff are required to present to the Employer a current certificate of competence by February 15th of each year.

27.02 Cardiopulmonary Resuscitation (C.P.R) Certificate

Recertification is required yearly. If, for medical reasons, the C.P.R. course cannot be taken, a letter from the employee's physician so indicating must be submitted and the Basic Heart Saver course must be taken in lieu.

27.03 The Employer shall provide a bulletin board in the staff room for the sole use of the Union.

27.04 A copy of this agreement in a mutually agreed form will be issued to each employee now employed and as employed. The cost of printing this agreement shall be equally shared between the Union and the Employer.

27.05 Employees may request a pay out of their accumulated compensating time not more frequently than once every three (3) months. Such pay out will be itemized on the pay statement for the pay period following the one in which the request was made.

- 27.06 (a) The Employer undertakes to notify the Union in advance, so far as practical, of any technological changes which the Employer has decided to introduce which will significantly change the status of the employees within the Bargaining Unit.
- (b) The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.
- (c) Employees who are subject to layoff due to technological change will be given notice of such lay-off at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 14 will apply.

27.07 Each employee shall keep the Employer informed of changes to relevant employment information.

- 27.08 Where an employee's paycheque is incorrect, the Employer will make the correction on the employee's next paycheque. In exceptional circumstances, the Employer will endeavour to make the correction as quickly as possible.
- 27.09 Where new equipment is required, it will be provided by the Employer to current employees on staff as of the date of ratification. Newly hired employees may be required to provide such equipment as a condition of employment.

ARTICLE 28 - COMPENSATION

- 28.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix "A" attached to and forming part of this Agreement.
- 28.02 Employees will be paid on the 15th and last working day of each month, by direct deposit.
- 28.03 Previous Experience Credit

A claim for recent related clinical experience, if any, shall be made in writing by the employee at the time of hiring. The employee shall cooperate with the Employer by providing verification of previous experience so that her/his recent related clinical experience may be determined and evaluated during her probationary period. Such salary adjustments shall be retroactive to the date of hire provided that the employee has made a written claim at the time of hire. The maximum level at which a nurse can be placed is level 4. Experience credit will be granted on the following basis:

1 for 1 Credit - Visiting Nurses

The Employer will credit a new Visiting Nurse with one (1) increment level for each one (1) year of related clinical experience as a Visiting Nurse in Canada, U.S.A. or United Kingdom

1 for 2 Credit - Visiting Nurses

The Employer will credit a new Visiting Nurse with one (1) increment level for each two (2) years of related clinical experience as a Hospital R.N., Public Health Nurse or Faculty Teaching in Nursing.

1 for 3 Credit - Visiting Nurses

The Employer will credit a new Visiting Nurse with one (1) increment level for each three (3) years of related clinical experience as a R.N. in a Nursing Home

or Home for the Aged, a nurse in a Doctor's office, an Occupational Health Nurse ~~or~~ any other R.N. experience.

1 for 1 Credit - Shift Nurses

The Employer will credit a new Shift Nurse with one (1) increment level for each one (1) year of related clinical experience as a Community Shift Nurse or Hospital Private Duty Nurse in Canada, U.S.A. ~~or~~ United Kingdom

1 for 2 Credit - Shift Nurses

The Employer will credit a **new** Shift Nurse with one (1) increment level for each two (2) years of related clinical experience as a Hospital R.N., Public Health Nurse or Faculty Teaching in Nursing.

1 for 3 Credit - Shift Nurses

The Employer will credit a new Shift Nurse with one (1) increment level for each three (3) years ~~of~~ related clinical experience as a R.N. in a Nursing Home ~~or~~ Home for the Aged, a nurse in a Doctor's office, an Occupational Health Nurse ~~or~~ any other R.N. experience.

- 28.04 An employee who is designated to temporarily relieve the Program Manager for a period of at least one shift shall be paid an additional 5% of her straight time hourly rate for the duration of the assignment.
- 28.05 When a new classification in the bargaining unit **is** established by the Employer ~~or~~ the Employer makes a substantial change in ~~the~~ job content of an existing classification which in reality causes such classification to become a new classification, or where an employee alleges she has been improperly classified, the Employer shall advise the Union of such new ~~or~~ changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to review the appropriate rate of pay providing any such meeting shall not delay the implementation of the **new** classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step 2 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure, it may be referred to arbitration. In making ~~his/her~~ decision, the arbitrator will be limited to considering the relationship of the new classification to those existing in the bargaining unit.



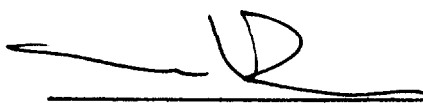
ARTICLE 29 - DURATION

29.01 This Agreement shall be in effect from the date of ratification by both parties to June 30, 2001 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

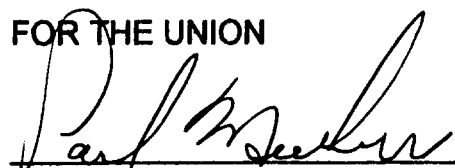
29.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or of any anniversary of such expiration date.

Signed this 31 day of MARCH, 1999

FOR THE EMPLOYER

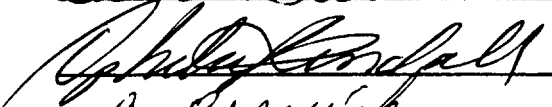


FOR THE UNION



B. McCormick

Carol Biltz


C. B. Burt

APPENDIX "A"Full-time Visiting Registered Nurses - PHN RECOGNITION

<u>Annual Salary</u>		<u>Straight Time Hourly Rate</u>	
Start	34,885.50	Start	17.89
Step 1	36,426.00	Step 1	18.68
Step 2	37,401.00	Step 2	19.18
Step 3	38,883.00	step 3	19.94
Step 4	39,897.00	Step 4	20.46
Maximum	46,897.50	Maximum	24.05

Full-time Visiting Registered Nurses - NO PHN RECOGNITION

<u>Annual Salary</u>		<u>Straight Time Hourly Rate</u>	
Start	33,702.50	Start	17.28
Step 1	35,448.50	Step 1	18.18
Step 2	36,216.50	Step 2	18.57
Step 3	37,916.50	Step 3	19.44
Step 4	38,916.50	Step 4	19.96
Maximum	45,916.50	Maximum	23.55

**THE FOLLOWING HOURLY RATES INCLUDE 12.5% IN LIEU OF BENEFITS,
STATUTORY HOLIDAYS AND VACATION:**

Part-time Visiting Registered Nurses - PHN RECOGNITION

Start	20.13
Step 1	21.02
Step 2	21.58
Step 3	22.43
Step 4	23.02

Maximum 27.06

Part-time Visiting Registered Nurses - NO PHN RECOGNITION

Start	19.44
Step 1	20.45
Step 2	20.89
Step 3	21.87
Step 4	22.45

Maximum 26.49

Part-time Shift Registered Nurses

Start	18.21
Step 1	18.62
Step 2	19.02
Step 3	19.45
Step 4	19.86

Maximum 22.34

Full-Time Administration Salary RangesAnnual RatesStraight Time Hourly RatesMedical Records Clerk

Start	\$19,636.50
Step 1	\$20,104.50
Step 2	\$20,572.50
Step 3	\$21,040.50
Step 4	\$21,508.50

Start	\$10.07
Step 1	\$10.31
Step 2	\$10.55
Step 3	\$10.79
Step 4	\$11.03

Maximum \$23,380.50

Maximum \$11.99

Intake Clerk, Receptionist/Admin

Start	\$21,092.50
Step 1	\$21,606.00
Step 2	\$22,113.00
Step 3	\$22,620.00
Step 4	\$23,120.50

Start	\$10.82
Step 1	\$11.08
Step 2	\$11.34
Step 3	\$11.60
Step 4	\$11.86

Maximum \$25,148.50

Maximum \$12.90

Computer Operator, Secretary

Minimum	\$24,524.50
Step 1	\$25,116.00
Step 2	\$25,701.00
Step 3	\$26,286.00
Step 4	\$26,864.50

Start	\$12.58
Step 1	\$12.88
Step 2	\$13.18
Step 3	\$13.48
step 4	\$13.78

Maximum \$29,204.50

Maximum \$14.98

Annual RatesStraight Time Hourly RatesCaseload Coordinator

Start	\$26,396.50
Step 1	\$27,046.50
Step 2	\$27,670.50
Step 3	\$28,314.00
step 4	\$28,944.50

Start	\$13.54
step 1	\$13.87
Step 2	\$14.19
Step 3	\$14.52
step 4	\$14.84

Maximum \$31,492.50

Maximum \$16.15

Systems Operator

Start	\$30,660.50
Step 1	\$31,395.00
Step 2	\$32,136.00
Step 3	\$32,877.00
Step 4	\$33,624.50

Start	\$15.72
Step 1	\$16.10
step 2	\$16.48
Step 3	\$16.86
Step 4	\$17.24

Maximum \$36,588.50

Maximum \$18.76

THE FOLLOWING RATES INCLUDE 10.5% IN LIEU OF BENEFITS, STATUTORY HOLIDAYS AND VACATION:

Part-Time Administration Salary Ranges (Hourly)

Medical Records Clerk

Start	\$11.13
Step 1	\$11.39
Step 2	\$11.66
Step 3	\$11.92
Step 4	\$12.19

Maximum \$13.25

Intake Clerk, Receptionist/Admin

Start	\$11.96
Step 1	\$12.24
Step 2	\$12.53
Step 3	\$12.81
Step 4	\$13.11

Maximum \$14.25

Computer Operator, Secretary

Start	\$13.90
Step 1	\$14.23
Step 2	\$14.56
Step 3	\$14.90
Step 4	\$15.23

Maximum \$16.55

Caseload Coordinator

Start	\$14.96
Step 1	\$15.33
Step 2	\$15.68
Step 3	\$16.04
Step 4	\$16.40

Maximum \$17.85

Systems Operator

Start	\$17.37
Step 1	\$17.79
step 2	\$18.21
step 3	\$18.63
step 4	\$19.05


Maximum \$20.73

LETTER OF UNDERSTANDING
 BETWEEN
 SAINT **ELIZABETH** HEALTH CARE
 AND
 ONTARIO NURSES ASSOCIATION
Re: Nursing Care Manager Model

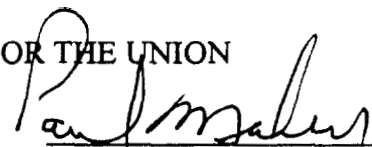
The parties agree that a Joint **Labour** and Management Committee will be established for the purpose of developing a Nursing Care Manager Model which is mutually acceptable to both parties, within **six** (6) months of the date of ratification. The objective of the Committee will be to implement a pilot of the **Nursing** Care Manager Model in the Durham Branch within one **year** of the date of ratification.


Signed this 31 day of MARCH, 1999


FOR THE EMPLOYER

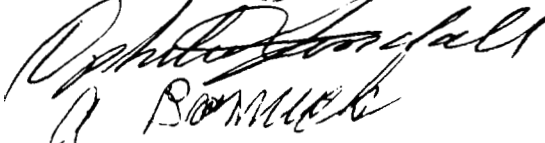


FOR THE UNION









LETTER OF UNDERSTANDING

between

Saint Elizabeth Health Care

and

Ontario Nurses Association

The Employer shall endeavour not to allow any employees not falling within the bargaining unit to perform work normally performed by the nurses covered by this agreement, if such performance would result in a layoff of nurses covered by this agreement.

The Employer shall endeavour not to contract out any work normally performed by members of the bargaining unit if such contracting out would result in a layoff of employees covered by this agreement.

In the event of a fundamental change in the work normally performed by members of the bargaining unit, it is agreed that the parties shall meet to discuss these changes.

This letter of understanding is effective only for the term of the collective agreement and will not continue unless explicitly agreed by the parties.

Signed at WILLOW this 31st day of MARCH, 1999

FOR THE EMPLOYER

[Signature]

FOR THE UNION

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]
