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Wages EFF.	86	01	01
TERM.	87	12	31
No. OF EMPLOYEES	11		
NOMBRE D'EMPLOYÉS	df		

COLLECTIVE AGREEMENT

Between

VERSA-CARE LIMITED  
(NEWMARKET)

(hereinafter called the "Employer")

and

ONTARIO NURSES' ASSOCIATION

(hereinafter call the "Association")

MAY 28 1987

Expires December 31, 1987

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the nurses covered by this Agreement. It provides the means for prompt settlement of grievances, and establishes salaries, hours of work, and other conditions of employment.
- 1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents.

ARTICLE 2 - RECOGNITION AND DEFINITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Versa-Care Limited in Newmarket, save and except, Director of Care, and persons above the rank of Director of Care.
- 2.02 The word "nurse" or "nurses" when used in this agreement, shall mean nurses registered pursuant to the Health Disciplines Act, which nurses are within the bargaining unit.
- 2.03 A full-time nurse is a nurse who is regularly scheduled to work more than forty-five (45) hours per pay period.
- 2.04 A part-time nurse is a nurse who is regularly scheduled to work forty-five (45) hours or less per pay period. Such nurse may work additional hours, if desired.
- 2.05 A relief nurse is called into work on an on-call basis, but does not work a regular schedule, or does so only for a specified period. Such nurse has the option of refusing work when it is made available to her.

ARTICLE 3 - ASSOCIATION SECURITY

- 3.01 The Employer shall deduct from the pay due to each nurse who is covered by this Agreement, a sum equal to the monthly Association dues of each nurse. The Association shall notify the Employer, in writing, of the amount of dues from time to time. The Employer will send to the Ontario Nurses' Association in the following month, its cheque for the dues so deducted, along with a list showing the names and social

insurance numbers of all nurses from whom dues deductions have been made. Such list will also include additions and deletions from the preceding month.

The Employer shall include the amount of dues deducted on the nurse's T-4 for income tax purposes.

- 3.02 The Association shall indemnify and save the Employer harmless with respect to dues so deducted and remitted.
- 3.03 The Employer agrees that an Association Representative shall be given the opportunity to interview each newly hired nurse prior to the completion of her probationary period, for a period of not to exceed fifteen (15) minutes. The purpose of this interview is to advise the nurse of her rights and obligations under the terms of this agreement and to provide membership forms.
- 3.04 Work normally performed by members of the bargaining unit shall not be contracted out. Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, layoff or reduction in hours of any member of the bargaining unit employed at the time of the reassignment.

#### ARTICLE 4 - NO DISCRIMINATION

- 4.01 There shall be no discrimination on the part of the Employer or the Association by reason of race, creed, colour, marital status, sex, nationality, ancestry, place of origin, residence, age, political or religious affiliation, or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination, or other terms of employment.
- 4.02 There shall be no discrimination by the Employer or the Association against a nurse on account of membership or non-membership in, or activities on behalf of the Association, or by reason of exercising her rights under the Collective Agreement.
- 4.03 The Association and the Employer agree that there shall be no intimidation, interference or coercion exercised against any employee of the Employer by any of their representatives.

ARTICLE 5 - NO STRIKES AND LOCKOUTS

5.01 The Association agrees that there will be no strikes and the Employer agrees that there will be no lockouts during the term of this Agreement. The terms "strike" and "lockout" shall bear the meaning given them by the Ontario Labour Relations Act. RSO 1980 as amended.

ARTICLE 6 - MANAGEMENT'S RIGHTS

6.01 The Association acknowledges that all management rights and prerogatives are vested with the Employer and without limiting the generality of the foregoing, it is the function of the Employer:

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the Nursing Home.
- (b) To maintain order, discipline and efficiency in connection therewith, to establish and enforce reasonable rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations from time to time.

Prior to effecting any changes in rules or policies the Employer will discuss the changes with the Association and provide copies to the Association.

- (c) To hire, discharge, transfer, layoff, recall, promote, demote, assign areas of responsibility, suspend or otherwise discipline nurses for just cause, provided that a claim of transfer, promotion or demotion contrary to the terms of this Agreement or a claim that a nurse has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- (d) To have the right to plan, direct, and control the work and direction of nurses in the operation of the Nursing Home. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules, the planning or splitting up of departments, and the increase or reduction of personnel in a particular area or overall.

(e) To exercise those rights, powers, functions or authority which are not specifically abridged or modified by this Agreement.

6.02 The Employer will not exercise these rights in a manner inconsistent with the provisions of this Agreement.

**ARTICLE 7 - ASSOCIATION REPRESENTATION**

7.01 The Employer will recognize the following representatives from the bargaining unit:

(a) **Two** (2) negotiating representatives whose duties shall be to negotiate renewal agreements.

(b) Two (2) grievance representatives who shall be responsible for the handling of all grievances.

(c) **A** nursing committee which shall be composed of equal representation from the Association and the Employer. It shall be the function of this committee to discuss matters of mutual concern. Meetings may be called at the request of either party, upon reasonable notice and such notice shall include a reference to the matters proposed to be discussed. Topics for discussion shall not include matters which are the concern of the negotiating or grievance representatives and such discussions shall be conducted without prejudice to the rights of the parties under this Agreement.

7.02 The Association will provide the Employer with the names of its representatives and any changes thereto.

7.03 The Association committees shall have the right to have the assistance of an Association Representative from outside the employment of the Home.

7.04 As far as it is possible, all Association business, will be carried on outside of the regular working hours of those nurses involved in such business. However, if it appears necessary that a representative of the Association must leave her regular duties for a short period of time in order to attend to Association business in the Home, she must first obtain the permission of her supervisor. Such permission will not be unreasonably withheld. Upon the completion of her business, the representative will report to her supervisor, and then return to her regular duties.

7.05 Joint Health & Safety Committee

The Employer agrees that there shall be a joint occupational health and safety committee that will operate in accordance with the requirements of the Occupational Health and Safety Act. RSO 1980.

- 7.06 Members of the Grievance Committee, the Nursing Committee and the Negotiating Committee will be paid the regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings directly related to their responsibilities as committee members, up to and including conciliation for the Negotiating Committee.

ARTICLE 8 - COMPLAINTS AND GRIEVANCE PROCEDURE

- 8.01 Should any dispute arise between the Employer and a nurse, or between the Employer and the Association, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, an earnest effort shall be made to settle such differences within ten (10) days of the occurrence. The nurse shall first discuss the complaint informally with the Director of Care at the first opportunity prior to proceeding to Step 1.

Step No. 1

If further action is to be taken, then within ten (10) days of the discussion, the nurse, who may request the assistance of her nurse representative, shall submit the written grievance to the Administrator. A meeting will be held between the parties within ten (10) days. The Administrator shall give a written decision within ten (10) days of the meeting.

Step No. 2

Should the Administrator fail to render her decision or failing settlement of any grievance under the foregoing procedure, including any questions as to whether a matter is arbitrable, the grievance may be referred to arbitration by either party. If no written notice of intent to submit the matter for arbitration is received within ten (10) days after the decision under Step No. 1 is received, the grievance shall be deemed to have been settled or abandoned.

- 8.02 A written grievance will indicate the nature of the grievance and the remedy sought by the grievor.

- 8.03 Time limits fixed in the grievance and arbitration procedures may be extended only by the written, mutual consent of the parties. Should a grievance not be submitted within the various time limits specified in this Agreement, unless mutually extended, the Employer or the Association will not be obligated to consider it, and the same shall expire and shall not be further considered, nor the subject of a further grievance.
- 8.04 Saturday, Sunday and designated paid holidays shall not be counted in determining the time within which any action is to be taken or completed under the grievance procedure.
- 8.05 In all steps of this grievance procedure an aggrieved nurse, if she so desires may be accompanied by or represented by her nurse representative. At Step 1 of the grievance procedure a representative of the Ontario Nurses' Association may be present at the request of either party.
- 8.06 Group Grievance
- Where it appears that two or more nurses have the same grievance or the same type of grievance, the Association may process the grievances simultaneously and consecutively at all levels of the grievance procedure.
- 8.07 Any grievance which has been disposed hereunder or settled between the Employer, the Association or the nurse or nurses concerned shall be final and binding upon the Employer, Association and nurse(s) involved.
- 8.08 Discharge
- A nurse shall only be discharged from the employment for just cause, except that a nurse who has not completed the probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be taken up as a grievance.
- 8.09 Such grievance shall proceed directly to Step No. 1 of the grievance procedure and must be presented in writing, dated and signed within five (5) days following the discharge.
- 8.10 If a nurse is to be reprimanded or disciplined, she may have a nurse representative present if she so requests.

8.11 Policy Grievance - Association Grievance

The Association may institute a grievance alleging a general misinterpretation or violation of this Agreement by the Employer by submitting a written grievance at Step No. 1 within twenty (20) days after the circumstances have occurred. This clause may not be used to institute a grievance affecting a nurse(s) which such nurse(s) could themselves initiate, bypassing the grievance procedure, unless the nurse(s) have refused to file a grievance within the prescribed time limits, after being requested to file by the Association, and the alleged grievance directly affects the interest of other nurse(s). This section shall not apply to disciplinary grievances or application of competitive clauses under this Agreement.

8.12 Policy Grievance - Employer Grievance

The Employer may institute a grievance alleging a general misinterpretation or violation by the Association or any nurse by filing a written grievance with the Secretary of the Local Association, with a copy to the Employment Relations Officer within twenty (20) days after the circumstances have occurred. A meeting will be held between the parties within ten (10) days. The Association shall reply within ten (10) days after the meeting, and failing settlement, the matter may be referred to arbitration.

ARTICLE 9 - ARBITRATION

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail

to agree upon a Chairman within the time limit, the appointment shall be made by the Ministry of Labour for Ontario upon the request of either party.

- 9.02 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 9.03 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman shall govern.
- 9.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 9.05 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. The Board of Arbitration may make such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.
- 9.06 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it nor shall have any practices or customs become binding unless reduced to writing by the Association and the Employer.
- 9.07 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own arbitrator and one-half of the expenses and fees of the Chairman.
- 9.08 The parties may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.

#### ARTICLE 10 - SENIORITY

- 10.01 Seniority is the ranking of nurses in accordance with their continuous length of employment from the date of last hire.

10.02

A seniority list of nurses covered by this agreement, showing seniority, shall be posted by the Employer yearly, by January 31. Two (2) copies of such list will be forwarded to the secretary of the Local. The roster shall be open for correction for a period of twenty-eight (28) calendar days, from the date of initial posting. At the expiration of this time, the seniority list as corrected shall be considered to be accurate.

10.03

- (a) A newly-hired full-time nurse must complete a probationary period of four hundred and fifty (450) hours worked.
- (b) A newly-hired part-time nurse must complete a probationary period of four hundred and fifty (450) hours worked or a period of six (6) months, whichever occurs first.
- (c) A newly-hired relief nurse must complete a probationary period of three hundred and sixty (360) hours worked.

10.04

Part-time nurses shall accumulate seniority on the basis of one (1) year's credit for each two hundred (200) tours worked. A record will be kept of the tours worked for a relief nurse. Such tours will be credited to the seniority of the nurse at such time as she may become a full-time or part-time nurse.

10.05

- (a) In the event that a reduction of the nursing force is required, the Employer agrees to lay off nurses in reverse order of seniority, provided that there is a sufficient proportion of full-time nurses to part-time nurses remaining to satisfactorily perform the available work.
- (b) Nurses will be recalled after layoff in order of seniority, provided that the resulting proportion of full-time nurses to part-time nurses is sufficient to satisfactorily perform the available work.
- (c) All part-time and full-time nurses who have attained seniority and who are on layoff will be given job opportunity in the bargaining unit before any new nurse is hired, provided they can perform the available work.

- (d) The Employer agrees to give notice of layoff as follows:
1. In the event of a probationary nurse, no notice of layoff shall be required.
  2. In the event of a layoff of a nurse with up to two (2) years' seniority, the Employer agrees to give two (2) weeks' notice of layoff.
  3. In the event of layoff of a nurse with two (2) years or more seniority, the Employer agrees to give the notice of layoff required by the Employment Standards Act.
  4. The Employer agrees to meet with the local Association through the Nursing Committee to review the reasons causing the layoff and the method of implementation including the areas of cutback and the nurses to be laid off.

10.06 A nurse shall lose all seniority and be deemed terminated if she:

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) is laid off for more than fifteen (15) calendar months;
- (e) retires.

10.07 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:

- (a) Approved leave of absence with pay.
- (b) When in receipt of illness allowance.
- (c) When in receipt of Workers' Compensation (for up to 15 months) as a result of injury or illness incurred while in the employment of the Employer.
- (d) While a nurse is on maternity leave, subject to the exception noted in Article 13.09 (h).

- (e) Approved leave of absence without pay not being in excess of twenty (20) regularly scheduled shifts or four (4) weeks in the calendar year whichever is the shorter.

10.08

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

- (a) Approved leave of absence without pay in excess of twenty (20) regularly scheduled shifts or four (4) weeks in a calendar year, whichever is the shorter.
- (b) When laid off due to a reduction in the nursing staff for a period of up to fifteen (15) calendar months.
- (c) When in receipt of Workers' Compensation as a result of injury or illness incurred while in the employment of Employer for a period over fifteen (15) months and up to twenty-four (24) calendar months.
- (d) When absent on account of accident or illness and not in receipt of illness allowance.

10.09

- (a) Any nurse who has been in the bargaining unit and who has been transferred to a position outside the bargaining unit who subsequently returns to the bargaining unit shall be credited with her previous seniority within the bargaining unit.
- (b) In the event that a nurse is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months and has returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits.

10.10

In all cases of transfer or promotion, the following factors shall be considered:

- (a) Qualifications, skill, ability and experience;
- (b) Seniority;

Where the factors in (a) are relatively equal, (b) shall govern. Upon request of the senior applicant, if she is refused the position, she shall be given the reasons for her refusal orally or in writing.

- 10.11 All seniority, illness, vacation and other credits obtained under this agreement shall be retained and transferred with the nurse when she is reclassified from full-time employment to part-time employment and from part-time employment to full-time employment on the basis of one year equals 200 tours worked or vice versa.

ARTICLE 11 - ORIENTATION & INSERVICE

11.01 The following minimums are to be observed in the orientation/familiarization of a newly-hired nurse:

- i) she shall be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of nurses in the Home;
- ii) the period of orientation/familiarization shall be up to five (5) days on the day shift and if the nurse is employed to work on another shift, she shall also receive two (2) shifts of orientation/familiarization on the shift she is to work;
- iii) she shall be an additional nurse to the usual staffing pattern;
- iv) the nurse(s) involved in the orientation / familiarization will confirm that it has been completed and this will be noted on the newly-hired nurse's personnel file which will be reviewed with such nurse and the nurse shall also be able to comment.

11.02 In-service Education

- (a) The in-service education program will be continued and input may be given through the nursing committee.
- (b) When a nurse is required by the Employer to attend an in-service program, she shall be paid for all time spent in attendance at her regular straight time rate of pay. If such in-service occurs outside the nurse's regularly scheduled hours which she is required by the Employer to attend, the nurse shall be paid for all time in attendance at her regular straight time rate of pay. Such time in attendance at in-service shall not count towards calculation of overtime payment.

ARTICLE 12 - JOB POSTING

- 12.01 A vacancy in the bargaining unit shall be posted for fourteen (14) calendar days. The posting shall stipulate the hours of work, qualifications and the classification.
- 12.02 Until a vacancy is filled, the Employer may fill the vacancy on a temporary basis.
- 12.03 Applicants for posted positions must apply in writing to the Director of Care.
- 12.04 If no internal applicant is qualified to perform the required work, the Employer may fill a vacancy from outside the bargaining unit.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 The Administrator may grant a request for leave of absence for personal reasons, providing that she receives at least one (1) month's clear notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Nurses when applying for such leave, shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.
- 13.02 Upon written request, leave of absence without pay shall be granted to nurses for Association business in accordance with the following:
- (a) No more than two (2) nurses shall be on leave at any one time.
  - (b) The aggregate total shall not exceed thirty (30) days in a calendar year.
  - (c) The Employer shall not be responsible for overtime payment for any nurse who may be required to work in place of another nurse who is absent on Association business.
  - (d) The Association will give at least three (3) weeks' written notice when possible.
  - (e) Such leave shall not unduly affect the operation of the Home.

Permission for such leave will not be unreasonably withheld.

13.03

Leave of Absence for Nurses on the Board of Directors of the Ontario Nurses' Association

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay up to a total of fifty (50) days annually. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leaves of absence. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Association leave provided in 13.02 above.

13.04

Leave of Absence for the President of the Ontario Nurses' Association

A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted, upon request, leave(s) of absence without loss of seniority and benefits up to one (1) year. During such leaves of absence, salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer for such salary and Employer contributions to benefits. The nurse agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office. The Employer agrees that upon thirty (30) days of receipt of written notice from the Ontario Nurses' Association, of change of its constitution to extend the term of President from one (1) year to two (2) years, then the above-stated leave will be extended to two (2) years.

13.05

Jury and Witness Duty

- a) A nurse required to serve on jury duty, or as a witness of the Crown, or as a witness at an inquest, or as a witness in a case arising out of her employment, or as a witness at a hearing of the College of Nurses of Ontario, shall have her regular salary maintained. The nurse will reimburse the Employer for fees received, less expenses, in any of the above instances.
- b) A nurse will normally come to work during those regularly scheduled hours that she is not required to attend court. In the event that a nurse is scheduled other than a day shift, she shall not be required to attend at a hearing and then report for duty the same day.

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

13.06

Bereavement Leave

When a death occurs in the immediate family of a nurse, the nurse shall be granted leave up to a maximum of three (3) days without loss of pay, immediately following the death, provided that:

- (a) The nurse must be regularly scheduled to work such days to receive pay. (For example, if a nurse was scheduled to be off on Wednesday and Thursday, and the death occurred on Tuesday with the funeral on Friday, the nurse would be entitled to be paid for the Tuesday and Friday only) and;
- (b) Such nurse attends the funeral or is required to make funeral arrangements.

Immediate family shall be defined as father, mother, father-in-law, mother-in-law, husband, wife, son, daughter, brother, sister, brother-in-law, sister-in-law, legal guardian, grandmother, grandfather, grandchildren and daughter-in-law and son-in-law.

A nurse will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving any other payments, for example: holiday pay, vacation pay, or sick pay.

Part-time and on-call nurses shall be eligible for bereavement leave.

13.07

Professional and Educational Leaves

Leave of absence with or without pay may be granted to nurses at the discretion of the Employer, to attend professional and educational meetings, courses or other events which may be judged beneficial to the nurse's professional development, especially as it relates to her responsibilities with the Employer.

13.08

Where any leave of absence without pay exceeds thirty (30) consecutive calendar days:

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.

- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the nurse, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence.

13.09

Maternity Leave

Leave of absence for pregnancy without pay will be granted subject to the following conditions:

- (a) A nurse who is pregnant shall be entitled to a leave of absence of at least seventeen (17) weeks or, such shorter period as the nurse may request commencing during the period of eleven (11) weeks immediately preceding the estimated day of her delivery. The nurse shall give the Employer two (2) weeks advance notice in writing unless impossible, and furnish the Employer with a medical certificate stating the estimated day upon which delivery will occur.
- (b) The nurse must have at least ten (10) months continuous service with the Employer prior to the beginning of the leave of absence.
- (c) The nurse shall give at least two (2) weeks notice of her intention to return to work. Where the actual delivery date is later than the estimated delivery day, the leave of absence shall not end before the expiration of six (6) weeks following the actual delivery date. The nurse may request to shorten the duration of the leave of absence, upon giving the Employer one (1) week's notice of her intention to do so and furnishing the Employer with a medical certificate stating that she is able to resume her work.
- (d) The Employer may require the nurse to commence such a leave of absence at such time as the performance of her work is materially affected by the pregnancy.
- (e) A nurse who does not apply for leave of absence under subparagraph (a) and who is otherwise entitled to pregnancy leave thereunder, shall be entitled to and shall be granted leave of absence in accordance with subparagraph (a) upon providing the employer, before the expiry of two (2) weeks after she ceased to work, with a medical certificate stating that she was not able to perform the duties of her employment because

of a medical condition arising from her pregnancy, and, giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

- (f) On return to work, the nurse shall be reinstated to her former position, including location and shift.
- (g) In the event that there has been a layoff while a nurse has been on maternity leave, it is agreed that on the expiration of the leave of absence, the reinstatement of the nurse will be subject to the provisions of paragraph 10.06.
- (h) The Employer will continue to make its contributions toward subsidized employee benefits, pursuant to Article 20 in which the nurse is participating at the time of the maternity leave. Such contribution by the Employer will only continue for the first seventeen (17) weeks of unpaid maternity leave. Further, the Employer's contribution will not be required should the nurse extend the leave beyond the seventeenth (17th) week. The nurse's seniority will continue to accumulate for the first seventeen (17) weeks of maternity leave and shall not accrue, however shall be maintained, should the nurse extend such leave beyond seventeen (17) weeks.

13.10 In the case of leaves of absence in excess of thirty (30) consecutive calendar days, the nurse's increment date shall be adjusted by the length of the leave in excess of that period.

13.11 Nurses shall not be entitled to holidays with pay which may fall during the period of leave of absence.

#### ARTICLE 14 - HOURS OF WORK

14.01 Normal hours of work for a full-time nurse are not a guarantee of work per day or per week or a guarantee of days of work per week.

14.02 The hours of work shall consist of seventy-five (75) in a bi-weekly pay period and the work shifts shall be seven-and-one-half (7-1/2) consecutive hours, exclusive of meal periods.

- 14.03 The meal period shall be at least a one-half (1/2) hour but not more than one (1) hour's duration to be scheduled by the Employer, during a nurse's shift.
- 14.04 There shall be a paid fifteen (15) minutes break period during each half shift at times designated by the Employer.
- 14.05 This article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Association and the Employer.
- 14.06 Scheduling
- (a) Nurses shall be scheduled to receive every second weekend off.
  - (b) The Employer shall endeavour to provide at least four (4) consecutive days off at either Christmas or New Year's.
  - (c) Time schedules shall be posted two (2) weeks in advance and shall cover a four-week period. These schedules shall not be changed unilaterally by the Employer once posted.
  - (d) There shall be a minimum of sixteen (16) hours between changes of tour, unless mutually agreed otherwise.
  - (e) There shall be no split tours.
  - (f) A nurse may be required to work for more than five (5) consecutive days to provide for days off on a consecutive rotation basis of four (4) days off bi-weekly and shall be taken on such days as shall be specified by the Employer. The Employer to the best extent possible shall arrange shift schedules such that a nurse is not scheduled to work more than seven (7) consecutive days. The Employer may switch scheduled days off to accommodate an emergency situation provided the switch is mutually agreed with the nurses affected.
  - (g) Requests for change in posted work schedules, must be submitted in writing and co-signed by the nurse willing to exchange days off or shifts, and are subject to the discretion of the Director of Care. In any event, it is understood that such change initiated by the nurse and approved by the

Employer, shall not result in overtime compensation or payment. Such requests shall not be unreasonably denied.

- (h) If a nurse's request for time off or exchange of shifts results in a conflict with the provisions of this Article, the said request and the granting of such shall not be a violation of this Agreement.
- (i) Nurses on permanent shifts as of December 31, 1986, will not be rotated without their consent except for the purposes of instruction and emergencies.
- (j) Nurses hired after January 1, 1987, may be required to rotate over three (3) shifts as necessary. A nurse requesting specific shifts on a permanent basis may be granted such request when possible.

#### ARTICLE 15 - OVERTIME

- 15.01 Overtime shall be paid for all hours worked over seven and one-half (7-1/2) hours in a shift and seventy-five (75) hours bi-weekly at the rate of one and one-half (1-1/2) times the nurse's regular rate of pay provided that all such overtime is authorized by the Supervisor or Manager. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization is not required.
- 15.02 Full-time nurses called in to work on their scheduled day off, where a mutually agreeable alternate day off is not scheduled shall be paid overtime rate for hours required to be on duty, provided that such nurse is normally required to work seventy-five (75) hours in a bi-weekly pay period.
- 15.03 Part-time nurses will be paid overtime for hours worked in excess of seven and one-half (7-1/2) hours per shift. A part-time nurse who is called in to work on a scheduled day off will qualify for overtime only if she works in excess of seventy-five (75) hours in the bi-weekly pay period.
- 15.04 Time less than fifteen (15) minutes per day shall not be counted as overtime. Where, however, overtime is payable, payment shall include the first fifteen minutes.

- 15.05 There shall be no pyramiding of any premium pay (overtime and paid holiday pay, etc.).
- 15.06 A nurse will be paid two times her applicable hourly rate for work performed on an overtime basis on any day that a nurse is receiving payment at the rate of time and one-half.
- 15.07 A nurse, required by the employer to attend charge nurse meetings which are scheduled outside the nurse's working hours, shall be paid her straight time hourly rate provided such meeting is a minimum of fifteen minutes.

ARTICLE 16 - MINIMUM REPORTING ALLOWANCE

- 16.01 If a nurse reports for work at the regular time and no work is available, such nurse will be paid a minimum of four (4) hours' pay at her regular rate, provided that the nurse has not been previously notified not to report, either orally or by message left at her residence.
- 16.02 This article does not apply to nurses returning to work without notice after a scheduled absence.

ARTICLE 17 - CALL-BACK GUARANTEE

- 17.01 When a nurse is required to work outside of her regular hours, the minimum payment will be equivalent to four (4) hours' work or time-and-one-half of her applicable hourly rate for hours worked, whichever is greater. Where the hours worked are continuous with the commencement of her regular shift, the minimum payment will not apply and she shall receive payment at the rate of time-and-one-half for the hours worked prior to the commencement of her regular shift.
- 17.02 No nurse will be assigned to be on-call.

ARTICLE 18 - PAID HOLIDAYS

- 18.01 Nurses who qualify shall receive the following paid holidays:

New Year's Day	Labour Day
2nd Monday in February	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Float Day *
Civic Holiday	

\* At a time mutually agreeable between the Employer and the nurse.

- 18.02 If an additional permanent statutory holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace the Second Monday in February specified above. The intent is that there will be not more than eleven (11) paid holidays per year for the duration of this Agreement.
- 18.03 Holiday pay will be computed on the basis of the number of hours the nurse would otherwise work had there been no holiday at her regular rate of pay.
- 18.04 In order to qualify for holiday pay, a nurse must work her full scheduled shift immediately preceding and immediately following the holiday except where the nurse is absent due to illness or approved leave of absence. If the nurse is absent on a paid holiday when scheduled to work, she shall forfeit all pay for the holiday unless due to illness or approved leave of absence subject to Article 13. A nurse who qualifies for holiday pay will be eligible for one (1) day's holiday pay during any one period of illness. A nurse who qualifies for holiday pay and is absent due to illness or injury shall not also claim payment from income protection credits.
- 18.05 Full-time nurses will be paid at the rate of one and one-half (1-1/2) times their applicable hourly rate for work performed on paid holidays, as set out in paragraph 18.01. Such nurses shall also be entitled to an additional day off with pay within a period four (4) weeks on either side of the holiday. In the case of a full-time nurse who has not completed her probationary period, the additional day off with pay may be taken within a period four (4) weeks after the holiday. In lieu of this provision, the Employer and the nurse may agree that the nurse will receive an additional day's pay. Failing mutual agreement as to the scheduling of the lieu days, the Employer may schedule such lieu day or pay one day's pay.
- 18.06 If any of the holidays named in 18.01 occur on a regular day off of a full-time nurse who is entitled to holiday pay or during her vacation period, the nurse shall receive an additional day off in lieu thereof within four (4) weeks on either side of the holiday. In lieu of this provision, the Employer and the nurse may agree that the nurse will receive an additional day's pay. Failing mutual agreement as to the scheduling of the lieu day, the Employer may schedule such lieu day or pay one (1) day's pay.

- 18.07 A tour that begins or ends during the twenty-four (24) hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- 18.08 A part-time nurse or on-call nurse who is required to work on a paid holiday shall be paid at the rate of time one one-half (1-1/2) her applicable hourly rate for work performed on a holiday.
- Part-time nurses shall, in addition, receive holiday pay on the basis of clauses 18.03 and 18.05.
- On-call nurses shall, in addition, receive holiday pay in accordance with the Employment Standards Act.
- 18.09 The Employer will endeavour to arrange for paid holidays to be divided equitably among the nurses in the Home.

#### ARTICLE 19 - VACATIONS

- 19.01 For the purpose of calculating eligibility, the vacation year shall be the period from January 1st of any year to December 31st of that year.
- 19.02 Vacation schedules shall be posted by January of each year. Nurses shall arrange vacation with the Employer on an individual basis, at a mutually agreeable time. Where more nurses request the same period of vacation than staffing permits, then seniority shall be the deciding factor. The parties agree that the proper operation of the Home will be considered at all times.
- 19.03 By May 1st, the completed vacation schedule shall be posted. No changes shall be allowed in the schedule except upon consent of the nurses affected and the Employer.
- 19.04 Vacations are not accumulative from year to year and must be taken by December 15th following the year in which entitlement is earned.
- 19.05 When a nurse's employment is terminated for any reason, payment for vacation earned but not taken will form a portion of such nurse's termination pay.
- 19.06 For the purpose of this Article, the number of days vacation shall be considered working days. Part-time nurses shall receive a pro rated vacation time based on the number of days regularly worked in a normal

work week. Relief nurses shall receive no vacation time but will receive vacation pay based on 6% of their gross earnings for the vacation year.

- 19.07 Prior to leaving on vacation, nurses shall be paid their vacation pay and shall be advised of the time and date on which they are to return to work.
- 19.08 (a) Nurses who have not completed one year of service as of the December 31st cutoff date, will be granted one and one-quarter (1-1/4) days vacation for each month of service. Vacation pay for such nurses will be six (6%) percent of gross earnings during the vacation year.
- (b) Nurses with one year of service on or before December 31st of the current year shall receive fifteen (15) days vacation. Vacation pay for such nurses will be six (6%) percent of gross earnings for the vacation year.
- (c) Nurses with three years service on or before December 31st of the current year shall receive twenty (20) days vacation. Vacation pay for such nurses shall be eight (8%) percent of the gross earnings for the vacation year.
- (d) Nurses with fifteen (15) years service on or before December 31st of the current year shall receive twenty-five (25) days vacation. Vacation pay for such nurses shall be ten (10%) percent of the gross earnings in the vacation year.

#### **ARTICLE 20 - EMPLOYEE BENEFITS**

- 20.01 The Employer will pay one hundred percent (100%) of the billed rate of the OHIP premium for full-time nurses. If the nurse produces an exemption certificate indicating coverage through another source, the Employer is not liable for contributions.
- 20.02 The Employer agrees to implement a major medical \$10.00/\$20.00, no co-insurance plan (similar to Blue Cross **EHC** plan). The Employer agrees to pay one hundred percent (100%) of the billed single/family rate for full-time nurses who participate in the plan. If a nurse is otherwise covered, the Employer shall not be obliged to contribute.

- 20.03 The Employer agrees to implement a term life insurance plan providing a benefit equal to two times the nurse's annual salary to the nearest \$1,000. The Employer agrees to pay one hundred percent (100%) of the billed premium for full-time nurses who participate in the plan.
- 20.04 The Employer agrees to implement an accidental death and dismemberment plan providing a benefit of two times the nurses annual salary to the nearest \$1,000. The Employer agrees to pay one hundred percent (100%) of the billed premium for full-time nurses who participate.
- 20.0s The Employer agrees to implement a dental plan equivalent to Blue Cross #9. The benefit will be based on ODA Fee Schedules that are one year behind the current calendar year (eg. effective January 1, 1989, the fee schedule will be based on the 1988 ODA). The Employer agrees to pay fifty percent (50%) of the billed single/family premium for full-time nurses who participate in the plan.

ARTICLE 21 - INCOME PROTECTION

21.01 The Employer will provide the benefit program set out below for all full-time Registered Nurses. The program will be implemented as soon as feasibly possible following the arbitration award with past service recognized for current employees.

21.02 Short Term Protection

In the event of illness, employees will advise their supervisors as soon as possible. Income continuation shall be paid by the Employer based on the following schedule:

<u>Service</u>	<u>Weeks at Normal Pay</u>	<u>Weeks at 2/3 Pay</u>
Less than Three Months	2	--
Three Months but Less than One Year	4	13
One Year but Less than Two Years	6	11
Two Years but Less than Three Years	8	9

Three Years but Less than	12	5
Four Years		
Four Years and Over	17	--

Sick pay for employees who work less than seventy-five (75) hours per pay period will be based on the hours that the employee normally works.

If an employee completely recovers and returns to work for two or more weeks, or does not completely recover but returns to work for at least a month; a reoccurrence of the same illness or disability will be considered separate and unrelated. In this case, the above schedule would be reinstated.

21.03 Unemployment Insurance Benefits

Sick pay coverage from the 18th to 32nd week of total disability is provided by the Unemployment Insurance Illness Benefit available through your local U.I.C. office. Note that the 2-week waiting period under U.I.C. rules is waived.

21.04 Long Term Disability

Effective after 6 months of employment, the Employer will pay 100% of the premiums to provide a long term disability plan which pays 66-2/3 of an employee's regular monthly earnings to a maximum of \$3,500 per month, following a qualifying period of 225 days.

ARTICLE 22 - EMPLOYEE FILES

22.01 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 such nurse's record has been discipline free for one year.

ARTICLE 23 - PROFESSIONAL RESPONSIBILITY

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

- (a) (i) Complain in writing to the Nursing Committee within fifteen (15) calendar days of the alleged improper assignment. The chairperson of the Nursing Committee shall convene a meeting of the Committee within twenty (20) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- (ii) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Nursing Committee, the complaint shall be forwarded to an independent assessment committee composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Home, and one (1) chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
- (iii) The Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Assessment Committee shall report its findings, in writing, to the parties within twenty (20) calendar days following completion of its hearing.
- (b) (i) The list of Assessment Committee chairpersons is attached.
- The members of the panel shall sit in rotation as agreed by the parties. If a panel is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.
- (ii) Each party will bear the cost of its own nominee, and will share equally the fee of the chairperson, and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

ARTICLE 24 - MISCELLANEOUS

- 24.01 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the context so requires. Where the singular is used, it may also be deemed to mean the plural.
- 24.02 Nurses are responsible to keep the Employer informed of their current address. Notice may be given personally or by pre-paid registered post, or by telegram to the last address shown on the Employer's records and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.
- 24.03 Copies of the Agreement will be supplied to each nurse. The cost will be borne equally between the parties.
- 24.04 Bulletin Boards
- The Employer shall provide to the Association, adequate bulletin board space in such place so as to inform all nurses in the bargaining unit of the activities of the Association. No notice shall be posted without the prior consent of the Administrator of the Nursing Home.
- 24.05 Regular Performance Review
- (a) Upon request, a nurse shall receive a signed copy of her evaluation.
- (b) When, as the result of a formal review of the nurse's performance, the performance of a nurse is judged to have been unsatisfactory, the nurse concerned must be given an opportunity to sign and review the form in question, to indicate that its contents have been read.
- (c) Upon request, and having given the Employer reasonable notice, a nurse may review her personnel file in the presence of her supervisor.
- 24.06 If facilities are available, the Employer shall grant permission to the Association to hold meetings on the Employer's premises.
- 24.07 Paydays will continue as per present practice. Upon termination, a nurse will be paid her final pay and her vacation pay on the regular payday.



ARTICLE 25 - JOB CLASSIFICATION & WAGE RATES

25.01 Registered nurses shall be classified and paid in accordance with Schedule "A" which is attached hereto and forms part of this Collective Agreement.

ARTICLE 26 - DURATION

26.01 This agreement shall remain in full force and effect until the ~~31st day of December, 1987~~ and shall automatically be renewed from year-to-year thereafter unless either party notifies the other party in writing of termination or of proposed revision, additions or deletion of the agreement or any of its provisions. Notification will be made within ninety (90) days prior to the termination of this agreement, or in any year thereafter.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 10<sup>th</sup> day of April, 1990.

ONTARIO NURSES' ASSOCIATION

VERSA-CARE LIMITED

G. Maudsland  
Laura Mauri  
Sheel Dhillon

[Signature]  
Richardson  
[Signature]

SCHEDULE "A"

A.01

(a) Registered Nurse Wage Rates (Full-Time)

Description	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
-----	-----	-----	-----	-----	-----	-----	-----	-----
JAN. 1/86 Annual	27,947.40	28,315.08	28,756.44	29,271.24	29,859.60	30,447.96	31,109.76	31,845.24
Monthly	2,328.95	2,359.59	2,396.37	2,439.27	2,488.30	2,537.33	2,592.48	2,653.77
Daily	107.48	108.90	110.63	112.58	114.83	117.08	119.63	122.48
Hourly	14.33	14.52	14.75	15.01	15.31	15.61	15.95	16.33
JULY 1/86 Annual	29,065.32	29,447.64	29,906.64	30,442.08	31,053.96	31,665.84	32,354.16	33,118.92
Monthly	2,422.11	2,453.97	2,492.22	2,536.84	2,587.83	2,638.82	2,696.18	2,759.91
Daily	111.83	113.25	115.05	117.08	119.48	121.80	124.43	127.35
Hourly	14.91	15.10	15.34	15.61	15.93	16.24	16.59	16.98
JULY 1/87 Annual	30,300.60	30,699.12	31,177.68	31,735.92	32,373.72	33,011.64	33,729.24	34,526.52
Monthly	2,525.05	2,558.26	2,598.14	2,644.66	2,697.81	2,750.97	2,810.77	2,877.21
Daily	116.55	118.05	119.93	122.03	124.50	126.98	129.75	132.83
Hourly	15.54	15.74	15.99	16.27	16.60	16.93	17.30	17.71

(b) Registered Nurse Wage Rates (Part-Time)

Description	start	200 Tours	400 Tours	600 Tours	800 Tours	1000 Tours	1200 Tours	1400 Tours
-----	-----	-----	-----	-----	-----	-----	-----	-----
JAN. 1, 1986	15.48	15.68	15.93	16.21	16.53	16.86	17.23	17.64
JULY 1, 1986	16.10	16.31	16.57	16.86	17.20	17.54	17.92	18.34
JULY 1, 1987	16.78	17.00	17.27	17.57	17.93	18.28	18.68	19.13

Part-time rates are based on the hourly rate for full-time employees as set out in A.01 (a) above plus 8% in lieu of all fringe benefits excluding vacation pay, holiday pay, compassionate leave, professional and educational leave, jury and witness duty, reporting allowance, call-back guarantee, shift differential and responsibility allowance.

\*  
A.02

Retroactivity

Except where otherwise noted, all salary matters shall be retroactive to January 1, 1986.

The Employer shall be responsible for contacting, in writing, at the last known address, any employees who have left its employ, and to advise them of their entitlement of retroactive adjustments.

This notice will be sent within fifteen (15) days of the award with a copy of the letter to the Association. Such employees have thirty (30) days from the date of mailing of the letter in which to claim such retroactive amount, failing which, the Employer will be under no obligation.

A.03 Previous Nursing Experience

The Employer will recognize recent nursing experience on the basis of one (1) annual increment for each two (2) years of service up to a maximum of five (5) increments. It shall be the responsibility of a newly hired nurse to provide reasonable proof of recent and related experience in order to be considered for a salary increment. If she fails to do so she shall not be entitled to recognition.

A.04 Increment Advancement

Annual increments shall be paid on each full-time nurse's anniversary date of employment, and after each two hundred (200) tours worked in the case of part-time nurses.

A.05 Tour Differential

Effective November 4, 1988 a nurse shall be paid a shift premium of 45¢ per hour for each hour worked on the evening and night shifts. Tour differential will not form part of the nurse's straight time hourly rate.

A.06 Responsibility Allowance

(a) A nurse who is assigned the responsibility of relieving the Director of Nursing during her absence, shall be paid \$7.50/tour.

- (b) A nurse who is designated as Charge Nurse shall be paid a premium of \$7.50/tour in addition to her salary, tour differential and any other applicable premiums.

A.07 Educational Allowance

Nurses shall receive recognition for education preparation where an additional nursing qualification is relevant to the Employer's needs, as follows:

- (a) for a course in Nursing Unit Administration (CHA/CNA) - \$20.00 monthly.
- (b) for a 1 year university certificate or a diploma in a nursing specialty relevant to the Employees' needs - \$40.00 monthly.

A.08 Status Change

Nurses who change their status from full-time to part-time and vice versa, will maintain their same level on the salary grid.

A.09 Uniform Allowance

Full-time nurses will receive a uniform allowance of \$7.50 per month.

Part-time nurses will receive a uniform allowance of \$3.50 per month.

LETTER OF UNDERSTANDING

The parties are agreed that the roster of chairpersons for the Independent Assessment Committee, as provided in Article 23 of this Agreement, shall be:

1. Myrtle Kutschke  
Associate Professor  
Laurentian University  
Ramsey Lake Road  
Sudbury, Ontario  
P3E 2C6
  
2. Marilyn Hunt  
Patient Care Coordinator  
McMaster Medical Centre  
Hamilton, Ontario
  
3. M. L. Pert  
Director of Nursing  
St. Joseph's Hospital  
Hamilton, Ontario

The selection of a chairperson shall be in rotation and by numerical order commencing with #1 above.