

*signed copy of
Lanark Lodge
+
Fairview Manor*

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TERM.	93	03	31
No. OF EMPLOYEES	10		
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COLLECTIVE AGREEMENT

Between

THE COUNTY OF LANARK
(Hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

And

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

PARTY OF THE SECOND PART

Expiry - March 31, 1993

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PARTY OF THE SECOND PART

The parties hereto agree as follows:

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Registered Nurses covered by this Agreement. This Agreement provides for ongoing means of communication between the Association and the Employer for the purpose of discussing matters of mutual interest. It also provides means for the prompt settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established by mutual agreement.
- 1.02 It is recognized that nurses wish to work together with the Employer to secure the best possible nursing care and health protection for residents. It is agreed that appropriate ongoing committees will function toward this objective.

ARTICLE 2 - RECOGNITION AND DEFINITION

- 2.01 (a) The Employer recognizes the Ontario Nurses' Association as the exclusive Bargaining Agent for all Registered nurses employed in a nursing capacity by Fairview Manor save and except the Director of Nursing and persons above the rank of Director of Nursing.
- (b) The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all

registered and graduate nurses employed in a nursing capacity by Lanark Lodge save and except the Assistant Director of Nursing and persons above the rank of Assistant Director of Nursing.

- 2.02 (a) A full-time nurse is a nurse who regularly works 37½ hours per week.
- (b) A part-time nurse is a nurse who regularly works less than 37½ hours per week.
- 2.03 A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario in accordance with The Health Disciplines Act 1974, as amended. A Registered Nurse is required to present to the Director of Nursing, by the 15th of February of each year, her current registration certificate or proof of payment.
- 2.04 The word "nurses" when used throughout this Agreement shall mean persons included in the above described Bargaining Unit.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Association acknowledges that it is the function of the Employer to:
- (a) maintain order, discipline and efficiency;
- (b) hire, assign, discharge, direct, promote, classify, transfer, lay-off, recall, suspend, or otherwise discipline nurses, provided that a claim by a nurse that she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
- (c) make, enforce and alter from time to time reasonable rules, policies and regulations to be observed by the nurses, provided that such rules, policies and regulations shall not be inconsistent with the provisions of this Agreement.
- (d) Generally to manage the operation and undertakings of the Home for the efficient operation or economical carrying out of the operations and undertakings of the Home.
- (e) Introduce new practices or services, to expand, reduce, eliminate, change, or modify present services and practices.

- 3.02 The Employer recognizes that the rights described in this article shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 There shall be no discrimination on the part of the Employer or the Association by reason of race, creed, colour, marital status, sex, nationality, ancestry, place of origin, resident, age, political affiliation.
- 4.02 There shall be no discrimination by the Employer against any nurse on account of membership in or legal activities on behalf of the Association.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 The Association agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the Labour Relations Act R.S.O. 1970 Chapter 232 as amended.

ARTICLE 6 - NURSE REPRESENTATIVE AND GRIEVANCE COMMITTEE

6.01 Nurse Representative & Grievance Committee

- (a) The Home agrees to recognize a nurse representative to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Association business as provided in this Collective Agreement.
- (b) The Home will recognize a Grievance Committee of two association members. This Committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.
- (c) It is agreed that nurse representatives and members of the grievance committee have their regular duties and responsibilities to perform for the Home and shall not leave their regular duties without first obtaining permission from their immediate supervisor. When resuming their regular duties and responsibilities such representatives shall again report to their immediate supervisor. The Home agrees to pay for all time spent during their regular hours by such representatives hereunder.

6.02 Nurse/Management Committee

- (a) There shall be a Nurse/Management Committee comprised of two representatives of the Home, one of whom shall be the Director of Nursing or her designee, and two representatives of the Association.
- (b) The Committee shall meet every two (2) months unless otherwise agreed and as required. The duties of Chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
 - (i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern:
 - (ii) discussing the reviewing matters relating to orientation and in-service programmes.
- (d) The Home agrees to pay for time spent during regular working hours for representatives of the Association attending such meetings.

6.03 The Home will recognize a Negotiating Committee comprised of two representatives of the Association for the purpose of negotiating a renewal agreement. The Home agrees to pay for a total of four days at regular pay to members of the Negotiating Committee who are required to negotiate during a regular scheduled shift.

Health & Safety Committee

- 6.04 Recognizing their responsibility under the Occupational Health and Safety Act, the parties agree that they will take all steps necessary to comply with relevant legislation.
- 6.05 The Association will provide the Employer with the names of its officers and committee members. This list will be revised when changes occur.
- 6.06 The Association Committee shall have the right to have the assistance of representatives or consultants from outside the employ of the Employer.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association.
- 7.02 Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Association and the Provincial Secretary Treasurer of the Association shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 7.05 The amounts so deducted shall be remitted monthly to the Provincial Secretary Treasurer of the Association. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made and their social insurance numbers.
- 7.06 The Employer will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.
- 7.07 The Employer agrees that an Association member shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse.

8 - PROCEDURE AND ARBITRATION

- 8.01 Any nurse(s) or the Association may present a complaint at any time without recourse to the formal written procedure contained herein but in the normal course of events grievances shall be registered with the Employer as follows:

STEP #1

A nurse(s) or the Association on her/their behalf or in its own stead may present a grievance in writing to the Director of Nursing. Such grievances must be presented

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within ten (10) days of the date of its occurrence or when it came to the attention of the nurse or the Association.

The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties.

The Director of Nursing shall render a decision in writing within ten (10) days following the day on which the grievance was submitted if no meeting is held or within ten (10) days if the meeting is held. If this decision is unsatisfactory to the nurse(s) or the Association, Step #2 may be followed within ten (10) days.

STEP #2

The grievance in writing shall be referred to the Administrator or his designate who shall call a meeting as soon as practical. Within ten (10) days following the meeting the Administrator shall reply in writing to the Chairman of the Grievance Committee. If the decision is unsatisfactory to the nurse(s) or the Association, it may be referred to arbitration.

8.02 If the Association or the Employer so wishes, they may present any grievance in writing in the form of a policy grievance at Step #2 of the Grievance Procedure.

8.03 Notwithstanding any other provision in this Article should the Employer discharge, suspend or discipline a nurse(s) notification by the Employer to such nurse shall be made in the presence of a member of the Association if the aggrieved nurse so wishes.

Should the nurse(s) or the Association wish to file a grievance against the discharge, suspension, or discipline, it shall be reduced to writing and filed within ten (10) days under Step #2 of the Grievance Procedure.

8.04 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 desire 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 fifteen (15) 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, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. 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.

- 8.05 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.
- 8.06 Each party shall pay the costs and expenses of its appointees and the costs and expenses of the Chairman shall be borne equally by the parties. Arbitration hearings shall be held in the community of the Employer or at such other places as may be agreed upon by the Association and the Employer.
- 8.07 The Arbitration Board may make such decision as in the circumstances it deems just and equitable any may vary or set aside any penalty or discipline imposed and shall have full jurisdiction to settle all matters relating to or arising out of the Collective Agreement.
- 8.08 Any time limit referred to in the Grievance and Arbitration Procedures shall be exclusive of Saturdays, Sundays, and holidays observed by the Employer and the days off of the aggrieved nurse.
- 8.09 (a) 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 or employer affected by it. The decision of the majority is the decision of the arbitration board; but, if there is no majority, the decision of the chairman governs.
- (b) The arbitration board shall not have any jurisdiction to alter or change any of the provisions of this agreement or to substitute any new provisions in lieu thereof or to give a decision inconsistent with the terms and provisions of this agreement.
- 8.10 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 9 - JOB SECURITY

- 9.01 Newly employed nurses will be considered probationary for 450 hours. The probation period may be extended by mutual agreement of the Employer, Nurse and the Association. Such extension will not exceed an additional 450 hours. Seniority shall then be credited as of the date of the first entry into the service of the Employer and shall be cumulative. During the period of probation she shall enjoy all the rights and privileges prescribed by the agreement except that she shall not have access to the grievance or arbitration provisions of the Collective Agreement in the event that she is released or dismissed from the Home.
- 9.02 (a) The Employer will keep up-to-date separate seniority lists for both full-time and part-time nurses, post the same in a conspicuous place, revise the same semi-annually and supply copies of same to the Association.
- (b) The seniority list referred to in 9.02 (a) above shall be calculated using hours worked and paid for, hours not worked and paid for. For the purpose of the preparation of the initial list, service from the date of employment shall be used for the calculation.
- 9.03 (1) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- (a) When on leave of absence with pay;
 - (b) When on an approved leave of absence with or without pay not exceeding 30 continuous working days;
 - (c) When in receipt of sick leave;
 - (d) When in receipt of Workers' Compensation.
 - (e) When on maternity or adoption leave.
- (2) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- (a) When on an approved leave of absence without pay exceeding 30 continuous working days;
 - (b) When absent on account of accident or illness and not in receipt of sick leave credits;

- (c) When absent due to lay-off;
- (3) Seniority shall be lost if she:
 - (a) Resigns;
 - (b) Is discharged and not reinstated.
 - (c) Is laid off and not recalled within twelve (12) months.

9.04 In the case of all vacancies the Employer will post notices of such vacancies for seven (7) calendar days prior to making an appointment to any such position in order that any interested nurse may apply. A copy of such notice shall be sent to the Association, The names of the successful applicants shall be posted by the Employer.

- 9.05
- (a) The Employer will outline to the nurse selected to fill a temporary vacancy, the circumstances giving rise to the vacancy, the conditions and duration of such vacancy, In any event, such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy. Any vacancy which is not created through an illness or leave of absence shall be deemed to be a permanent vacancy.
 - (b) A nurse who has been requested to substitute temporarily in a classification that is excluded from the bargaining unit, may refuse to do so. If she consents she shall be deemed to be covered by the Collective Agreement but shall be compensated in accordance with Article A.2. The Employer will outline to the nurse selected to fill a temporary vacancy, the circumstances giving rise to the vacancy, the conditions and duration of such vacancy.
 - (c) A nurse who is permanently transferred to a supervisory position outside the bargaining unit shall retain but not accumulate seniority while in that position. When a nurse in a supervisory position outside the bargaining unit is transferred into the bargaining unit she will be credited with seniority only to the extent that she accumulated such rights within the bargaining unit.
 - (d) The selection or appointment of nurses for any supervisory position not covered by this Agreement shall be subject to a trial period of up to three months during which time the nurse shall have the

right to return to her former position without loss of seniority or benefits.

- (e) A part-time nurse relieving in a full-time position may retain her part-time status for a period of six (6) months.
- 9.06
- (a) In all cases of transfer or promotion including promotion to positions excluded from the Bargaining unit, the following factors shall be considered:
 - (i) ability, experience, performance, skills, knowledge and academic qualifications;
 - (ii) seniority.

Where the qualifications of factor (i) are relatively equal, factor (ii) shall govern. However, if senior applicants are refused a position, they will be given the reason for such refusal in writing.

9.07 Layoffs and Recall

- (a) In all cases where there is a reduction of the resident workload at the Home such that a layoff of nurses is to take place, nurses shall be laid off in accordance with Bargaining Unit seniority so that probationary nurses shall be laid off first, provided that the remaining nurses are able to satisfactorily perform the available work. Layoff in full-time positions shall be separate and apart from layoff in part-time positions.
- (b) Nurses shall be recalled in the reverse order of layoff within twelve (12) months of the layoff.

When nurses are to be recalled by the Home they shall be notified by registered mail to their last place of residence known to the Home and if they fail to report within ten (10) working days after mailing of such notice the Home shall be under no obligation to re employ the nurse. It is the responsibility of the nurse to keep the Home informed at all times of her current address.

- (c) A nurse who has completed her probationary period who is scheduled to be laid off shall be given ten (10) working days notice of lay off or pay in lieu thereof.
- (d) All part-time and full-time nurses who are on layoff will be given job opportunity in the full-time and

part-time categories during the recall period before any new nurse is hired.

- 9.08 Seniority shall be retained by a nurse when she elects to transfer from full-time to part-time and vice versa.
- 9.09 The Employer may contract out as long as there is no lay-off of nurses as a direct result of the contracting out.

ARTICLE 10 - EVALUATIONS AND ADVERSE REPORTS

- 10.01 When any type of evaluation, progress report or assessment related to performance, nursing practice or other employment related matters are completed for any nurse it is understood that such nurse shall be given an opportunity to sign the document, indicate any area of disagreement and be provided with a copy of the document if the employee so requests.
- 10.02 The record of a nurse will not be used against her after eighteen (18) months of the reported event which gave rise to the adverse report or disciplinary measure.
- 10.03 Upon written request a nurse may review her personal file in the presence of her Director of Nursing or the Administrator.
- 10.04 In the event of an investigation of a grievance involving discipline or promotion, an employee may review her personal file in the presence of her Director of Nursing and her Nurse Representative or Committee Member.

ARTICLE 11 - LEAVES OF ABSENCE

- 11.01 Written requests for leave of absence will be considered on an individual basis by the Administrator. Such requests are to be made as far in advance as possible and a written reply will be given as soon as possible.

It is understood that leave of absence with or without pay may be granted for the purposes other than those listed below.

- 11.02 Nurses may be allowed leave of absence with pay, tuition fees and reasonable travel and living expenses for approved short courses, workshops, seminars and professional meetings. Selection of the nurses shall be made on an equitable basis from those who apply to attend such program.

11.03 Bereavement Leave

In the event of a death in the immediate family, the following leave shall be granted:

- (1) Five (5) days with pay on the death of a spouse, child, ward of an employee, parent, guardian, brother, sister, mother-in-law, father-in-law, foster parent, stepchild, adopted child.
- (2) Three (3) days with pay on the death of a Fiance, grandparent, grandchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law.
- (3) One day with pay for an aunt and/or uncle, providing they would be qualified as aunt and/or uncle defined as brother or sister of a parent, and any other relative living in the same household or any other relative for whom a nurse is required to administer bereavement responsibilities.

The County would be willing to add aunt and uncle under the one day clause providing they would be qualified as aunt and/or uncle, defined as brother and/or sister of a parent. And, of course, the granting of this leave would be conditional on the accepting management's proposal of the removal of the two travel days.

- (4) A nurse shall not be denied bereavement leave in the event that the death occurs while on paid vacation.

11.04 (a) Association Leave

Upon written request, leave(s) of absence for Association business may be granted.

- (b) A nurse who is elected to the office of President of the Ontario Nurses' Association may be granted upon request leave(s) of absence without pay and without loss of seniority for two years. During such leave of absence salary and benefits will be kept whole by the Home and the Association agrees to reimburse the Home for such salary and employee contributions to benefits.

The nurse agrees to notify the Employer of her intention to return to work within four weeks prior to the termination of her leave of absence.

- (c) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the

office of President may be granted leave of absence without pay up to a total of one hundred (100) days annually. There shall be no loss of seniority for the purposes of salary advancement and vacation entitlement or other purposes during such leaves of absence. Leaves of absence for board members of Ontario Nurses' Association will be separate from the Association Leave provided in Article 11.04 (a) on this Agreement.

11.05 The Home shall grant leave of absence without loss of seniority or benefits to a nurse who serves as a juror or is subpoenaed as a witness in any court for matters involving the Home. The Home shall pay such a nurse the difference between normal earnings and the payment received for jury service excluding payment for travelling, meals and other expenses. The nurse will present proof of service and the amount of pay received. Time spent by a nurse required to serve as a court witness in any legal procedures in which the Home is a party to such proceedings shall be considered as time worked at her regular rate of pay.

11.06 Maternity/Parental Leave

- (a) Maternity/Parental leave will be granted in accordance with the provisions of the Employment Standards Act (ESA) as amended from time to time and as follows:
- i) The service requirement for eligibility for maternity/parental leave shall be thirteen (13) weeks.
 - ii) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
 - iii) The nurse has the right to extend the maternity/parental leave to twelve (12) months in total. Written notice by the nurse to extend the leave will be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the termination of the initially approved leave.

- iv) A nurse shall be granted eighteen (18) weeks of unpaid parental leave for each parent who has worked for the same employer for thirteen (13) weeks. Natural mothers may take parental leave at the end of the pregnancy leave.

All other parents may take this leave within thirty-five (35) weeks of the child being born or coming into care.

- v) A nurse shall be allowed to commence her pregnancy leave at anytime up to seventeen (17) weeks before the expected date of delivery.
- vi) A nurse shall continue to accumulate seniority rights and the following benefits: pension, life insurance, accidental death, EHC and dental throughout pregnancy and parental leave.
- vii) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.
- viii) Effective on confirmation of the Unemployment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on maternity leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the employer of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

(f) Upon request, a male employee may be granted one (1) day off with pay for the birth of a child, to be taken within one week of the event or on date of discharge.

11.07 Educational Leave

The Employer recognizes the value of continuing education for its nurses and towards that end may grant leave with or without pay for such purposes.

11.08 A nurse who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be reimbursed for expenses in accordance with the Employer's policy at the time of the conference or convention.

11.09 Prepaid Leave Plan

Effective April 1, 1989, the Home agrees to introduce a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

- a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The nurse must make written application to the Director of Nursing at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of leave.
- c) One nurse may be absent at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Home.
- d) Written applications will be reviewed by the Director of Nursing or her designate. Leaves requested for

the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority,

- e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Home.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Home and the nurse.
- h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to her pension plan will be in accordance with the plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave.

Note: Last three sentences of (h) do not apply to part-time nurses.

- i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Director of Nursing. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- j) If the nurse terminates employment, the deferred salary held by the Home plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- k) The Home will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Home is unable to find a suitable replacement, it may postpone the leave. The

Home will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.

- 1) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Home in order to authorize the Home to make the appropriate deductions from the nurse's pay. Such agreement will include:
 1. A statement that the nurse is entering the prepaid leave program in accordance with Article 11.09 of the Collective Agreement.
 2. The period of salary deferral and the period for which the leave is requested.
 3. The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Home to enter the prepaid leave program will be appended to and form part of the written agreement.

- 11.10 Subject to operational requirements, leave of absence, without pay, for the purposes of further education directly related to the nurse's employment with the Home may be granted on written application by the nurse to the Director of Nursing or her designate. Requests for such leave will not be unreasonably denied.

ARTICLE 12 - FACILITIES

- 12.01 The Employer will provide:
- adequate change rooms with toilet facilities;
 - lockers;
 - adequate lounge facilities.

ARTICLE 13 - ILLNESS ALLOWANCE

- 13.01 Illness allowance is payable when a full-time nurse is absent from work due to illness or injury which is not compensatory under the Workers' Compensation Act.

- 13.02 Sick leave shall be granted to all full-time nurses on the basis of one day per month and all part-time nurses will receive appropriate monetary percentage in lieu of sick leave credit accumulation. All unused sick leave credits shall accrue for future benefits to a maximum of twelve (12) days.
- 13.03 On January 15th of each year, the Employer will notify the nurse of the amount of unused sick leave standing to her credit.
- 13.04 A nurse may be required after three (3) days to produce a certificate from a duly qualified medical practitioner certifying that the nurse is (or was) unable to carry out her duties due to illness.
- 13.05 There shall be no deduction from sick credits when a nurse has completed more than half a day. If the illness is less than half a day one half day or sick leave credit will be used.
- 13.06 If a nurse is prevented from working for the Home on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, the Employer, on application from the nurse, will supplement the award made by the Compensation Board for loss of wages to the nurse by such an amount that the award of the Compensation Board for loss of wages, together with the supplementation of the Employer will equal one hundred (100) percent of the nurse's regular earnings to the limit of the nurse's sick leave credits.
- 13.07 In the event that a nurse elects to change her status from full-time to part-time, she shall have the right to retain her accumulated sick leave credits for utilization while in the part-time position or on her return to a full-time position.
- 13.08 Dental appointments requiring absence from work for less than one half tour of duty shall not be deducted from sick leave. Should the nurse require more time off she shall be granted sick leave in accordance with the collective agreement.
- 13.09 Full-time nurses are covered by the County Long Term Disability Insurance Plan now in effect and as may be amended from time to time. The nurse shall pay 100% of the premium cost.
- 13.10 The Home will notify the President of the Local Nurses' Association of the names of all nurses off work due to a

work related injury (whether or not the nurses are in receipt of WCB Benefits) and those on LTD by the 15th of each month.

ARTICLE 14 - HOLIDAYS

14.01 The Home recognizes the following days as paid holidays:

New Year's Day
 Good Friday
 Victoria Day
 Canada Day
 First Monday in August (Civic Holiday)
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day

The above holidays shall be enjoyed on the day they are proclaimed by Federal, Provincial or Municipal Governments.

In addition there shall be two floating holidays per year which shall be credited as full-time nurse's anniversary date of employment. If Heritage Day is legislated, one of the floating holidays will be observed on the day proclaimed. The floating holiday shall be taken in the year earned.

Implementation date - second floating holiday - April 1, 1989.

- 14.02 (i) When a full-time nurse works on a paid holiday she shall receive premium pay at the rate of time and one-half (1½) for the first seven and one half 7½ hours worked on such paid holiday and shall receive another day off with pay.
- (ii) When a part-time nurse works on a paid holiday, she shall receive premium pay at the rate of double time and one-half (2½). All part-time nurses who replace a nurse taking the floating holiday will be paid double time and one-half (2½) for that shift.
- (iii) A part-time nurse who qualifies under the basic requirements of the Employment Standards Act shall be compensated for all designated holidays.

Nurses who work part shift will be compensated for an average of total hours worked in the previous four weeks.

- 14.03 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.
- 14.04 When a holiday falls within a nurse's vacation period it shall be added to the end of her vacation or scheduled at a mutually agreeable time.
- 14.05 When a nurse works on a holiday or when a holiday falls on a scheduled day off, compensating time off shall be scheduled concurrently with scheduled weekends off, vacation or at a mutually agreeable time.
- 14.06 The Employer shall arrange for paid holidays off to be divided equitably among the nurses.

When a nurse is scheduled off on a paid holiday which occurs on Monday or Friday, she shall be scheduled off if it is practicable to do so the Saturday and Sunday in conjunction with such holiday.

ARTICLE 15 - VACATIONS

- 15.01 All full-time nurses shall be entitled to vacation with pay based on length of continuous service as of their anniversary date as follows:
- | | |
|-----------------------|--|
| Less than two years | - 1½ working days for each month of employment |
| Two years or more | - 1-2/3 days vacation for each month of employment |
| Fifteen years or more | - 2-1/12 days vacation for each month of employment. |
- 15.02 (a) All part-time nurses shall receive an annual vacation (with pay as set down below in accordance with her years of employment) as follows:
- | | |
|-----------------------|-----------|
| Less than two years | - 3 weeks |
| Two years or more | - 4 weeks |
| Fifteen years or more | - 5 weeks |
- (b) Vacation pay shall be based on the applicable percentage of gross earnings in the current year as follows:
- | | |
|-----------------------------------|------|
| Less than two years of employment | - 6% |
|-----------------------------------|------|

Two years or more of employment - 8%

Fifteen years or more of employment - 10%

- 15.03 One week carry over per year will be allowed upon approval from the Administrator.
- 15.04 If a paid holiday falls or is observed during a nurse's vacation period, she shall be allowed an additional day off vacation with pay, at a time selected by the nurse.
- 15.05 A nurse may draw up to five (5) vacation days in advance. Should any nurse terminate prior to completing the service requirement to earn such days, an appropriate deduction at her current salary rate shall be made from her terminal cheque.
- 15.06 When a nurse's employment is terminated for any reason, full payment for vacations earned but not taken will form a portion of such nurse's termination pay.
- 15.07
- (a) Vacations may be taken at any time of the year and the Employer will grant requests where possible, provided that vacation quotas shall not be unduly restrictive, and vacation shall not be unreasonably withheld.
 - (b) In the event of conflict seniority shall prevail.
 - (c) The weekend prior to a nurse's vacation shall be scheduled as a weekend off.
 - (d) All vacations shall be scheduled to commence on Monday.
 - (e) Prior to leaving on vacation nurses shall be notified of the date and time on which to report for work following vacation.
- 15.08 For the purposes of vacation entitlement, length of continuous service, for those nurses who have elected to change their status from full-time to part-time or vice versa, shall mean combined service as both full-time and part-time.
- 15.09 Any change in a nurse's vacation entitlement in accordance with this article shall accrue to her in the employment year in which it is earned.
- 15.10 An employee may upon giving at least fourteen (14) days notice receive on the last day preceding commencement of her annual vacation any pay cheque which may fall due during the period of vacation.

15.11 In order to allow all Registered Nurses the opportunity to have time off during the Christmas, New Year holiday period, vacation earned or any other time owing may only be taken from January 4th to December 21st. Employees shall be entitled to a minimum of four (4) consecutive days off at either Christmas or New Years.

ARTICLE 16 - MISCELLANEOUS

16.01 Bulletin Boards

The Employer shall provide a bulletin board for the use of the Association.

16.02 Copies of the Agreement

A copy of this Agreement in mutually suitable form will be issued by the Employer to each nurse now employed and as employed. Costs will be shared by the Employer and the Association.

16.03 Changes in Policy

Prior to effecting any changes in the Employer's policy or rules which would affect nurses covered by this Agreement, the Employer shall first discuss such proposed changes with the Association prior to implementation.

16.04 Orientation

It is intended that newly employed nurses shall have a planned orientation period of three (3) weeks which shall provide orientation to all three (3) tours and all areas of the Home before becoming part of the staffing pattern.

16.05 Inservice

There shall be an ongoing Inservice Education programme which shall include conferences and workshops designed to promote the nurse's professional development.

16.06 Plural or Masculine Terms

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

16.07 For the purpose of this agreement, reference to Administrator will also indicate Home Manager or designate.

ARTICLE 17 - PROFESSIONAL RESPONSIBILITY

17.01 In the event that the Employer assigns a number of patients 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 patient care, she or they shall:

- a) i) Complain in writing to the Nurse/Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Nurse/Management Committee shall convene a meeting of the Nurse/Management Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Nurse/Management Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Employer and one 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 fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
- b) i) The list of Assessment Committee Chairpersons shall be as agreed by the parties.

The parties agree that should a Chairperson be required, the Employer and the Ontario Nurses' Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided will be the top name on the

list of Chairpersons who has not been previously assigned.

Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she would not be suitable due to connections with the Employer or community, the next person on the list will be approached to act as Chairperson.

- 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 18 - SCHEDULES

Attached hereto and forming part of this Agreement are:

Schedule "A" - Salary Schedule and Classification

Schedule "B" - Hours of Work and Working Conditions

Schedule "C" - Benefit Program

Schedule "D" - Professional Responsibility Chairpersons

ARTICLE 19 - DURATION OF AGREEMENT

19.01 This Agreement shall remain in force from April 1, 1991 until March 31, 1993 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of proposed revision, addition or deletion to the Agreement or any of its provisions. Such notification will be made within ninety (90) days prior to the termination of this Agreement or in any year thereafter.

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

ARTICLE 20 - RETROACTIVITY

20.01 All agreements which affect money payments by the Home to individual nurses shall be retroactive to April 1, 1991 unless otherwise specified and all nurses who receive any such payments from that date shall receive any such payments from that date shall receive such retroactive amounts as appropriate. For those employees no longer in

the employ of the Home, the Home shall give notice of their entitlement to retroactive increases by ordinary mail to the last place of residence listed in the Home's records, with a copy of the notice to be sent to the Association. Only those former employees who apply within 30 days of the date of mailing of the notice shall be entitled to receive money under this retroactivity provision.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the 10th day of Jan 1994

FOR THE COUNTY OF LANARK

M. N. Savino
[Signature]
John P. McFarland
Brian Roberts

FOR ONTARIO NURSES' ASSOCIATION

[Signature]
R. Bowes
Carole Segura
[Signature]
Karen Leeder

SCHEDULE "A" - SALARY SCHEDULE AND CLASSIFICATION

1. Full-time Registered Nurses shall be compensated for their service in accordance with the following salary grid:

AFTER START	AFTER 1 YR.	AFTER 2 YRS.	AFTER 3 YRS.	AFTER 4 YRS.	AFTER 5 YRS.	AFTER 6 YRS.	AFTER 7 YRS.	AFTER 8 YRS.	AFTER 9 YRS.
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Effective April 1, 1991

2732.17	2877.67	2941.67	3083.33	3208.33	3333.33	3458.33	3583.33	3708.33	3833.33
16.81	17.71	18.10	18.97	19.74	20.51	21.28	22.05	22.82	23.59

Effective April 1, 1992

2759.25	2907.13	2970.50	3113.50	3240.25	3667.00	3492.13	3618.88	3745.63	3872.38
16.98	17.89	18.28	19.16	19.94	20.72	21.49	22.27	23.05	23.83

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

AFTER 1500 START	AFTER 3000 HOURS	AFTER 4500 HOURS	AFTER 6000 HOURS	AFTER 7500 HOURS	AFTER 9000 HOURS	AFTER 10500 HOURS	AFTER 12000 HOURS	AFTER 13500 HOURS	HOURS
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Effective April 1, 1991

18.83	19.84	20.27	21.25	22.11	22.97	23.83	24.70	25.56	26.42
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Effective April 1, 1992

19.02	20.04	20.47	21.46	22.33	23.21	24.07	24.94	25.82	26.67
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Included in the above hourly tour rate, a part-time nurse shall receive in lieu of all fringe benefits (being those benefits to a nurse paid in whole or part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, holiday pay, tour differential, responsibility allowance, court attendance, bereavement pay, and reporting pay) an amount added to her daily tour rate equal to 12%. It is further understood and agreed that pension is included in the percentage in lieu.

- A. 1 a) Effective December 5 1992 nurse shall be paid a shift premium of fifty-five (55¢) cents for each hour worked on the evening and night shift.

Effective April 1, 1993, a nurse shall be paid a shift premium of sixty (60¢) cents for each hour worked on the evening and night shift.

- b) Effective April 1, 1991, a nurse shall be paid a weekend premium of forty-five cents (45 cents) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

- A. 2 (a) The Employer recognizes the need for support during the absence of the Director of Nurses.

An extra nurse who shall be assigned as required or for a minimum of two days per five consecutive days (Monday to Friday) absence of the Director of Nurses will be paid a premium of \$9.00 per shift, effective Dec. 5, 1992.

- (b) When a nurse is assigned the responsibility of Nurse-in-Charge of the building, she shall be paid a responsibility allowance of \$3.25 per tour in addition to her regular salary and tour differential, effective Dec. 5, 1992. These tours will be Evenings and Nights; all tours on Saturdays, Sundays and Paid Holidays.

A. 3 Payroll Policies

Nurses shall be paid every other Thursday. Pay slips are to be issued every other Thursday with a clarified, itemized statement of all deductions, premiums, and changes of increments in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding pay and credits as above on the date of termination.

A. 4 Beginning Salaries

Nurses shall receive recognition for education preparation and for recent related experience to their position as follows:

(1) Experience

- (a) One annual increment for each two years or its equivalent experience up to and inclusive of after six years or 9000 hours on the salary schedule. This shall apply to nurses now employed and as employed.

Effective April 1, 1989 amend 6 to 7, 9,000 to 10500 and April 1, 1990 amend 7 to 8, 10500 to 12000.

- (b) Annual increments shall be payable on each full-time nurse's anniversary date of employment and after each 1500 hours in the case of part-time nurses.
- (c) Nurses who elect to transfer from full-time to part-time and vice versa will receive full recognition.

'A.5 Realignment of Duties and Establishment of New Positions

When the duties of a position covered by this Agreement are changed or when a new position appropriately covered by this Agreement is established, notification of the change and the job description will be forwarded to the Association and the salary shall be negotiated. If the parties are unable to agree, such a dispute may be submitted to arbitration. The salary shall be retroactive to the time the position was first filled by the nurse.

SCHEDULE "B" - HOURS OF WORK AND WORKING CONDITIONS

- B.1 The normal shift shall be composed of 7½ consecutive hours, exclusive of meal time. The normal work week shall be composed of five (5) tours, that is 37½ hours per week.
- B.2 Except as outlined below, meal time of one-half hour shall be scheduled away from the floor during a nurse's tour whether day, evening or night. Where there is only one Registered Nurse on a tour, it is recognized that this is not possible. Therefore, such nurses shall be compensated at overtime rates for their meal period. (Should a nurse be recalled to duty during meal time, additional time shall be provided later in the tour).
- B.3 A rest period of fifteen (15) minutes will be granted during each half tour. Nurses on evening and night tour will have the option of taking one rest period of thirty (30) minutes per tour.
- B.4 Scheduling Regulations

The following shall apply for all nurses:

- (a) Two (2) consecutive days off will be scheduled during each work week, however, schedules may be agreed upon to provide for more than five (5) consecutive days of work, but not more than seven (7) consecutive days of work without days off as long as four (4) days off are scheduled each fourteen (14) days. In any two-week

period at least one weekend off must be scheduled. The remaining two days off may be split by mutual consent.

- (b) Tours of duty schedules shall be posted two (2) weeks in advance and shall cover a two (2) week period. The Employer will endeavour to accommodate requests in writing by nurses for specific days off and also requests in writing for change in posted time schedules once the schedule has been posted.
- (c) A period of two (2) consecutive tours off shall be scheduled between a change of tours and at least 3 shifts time off shall be scheduled following night duty.

Split tours will not be scheduled and paid holidays or days in lieu thereof shall not be used to change tours. A shorter period of time between change of tour may be scheduled by mutual consent.

- (d) Requests for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. In any event such a tour of duty, initiated by the nurse and approved by the Employer, shall not result in overtime compensation or payment.
- (e) The Employer shall schedule one weekend off in two.
- (f) A nurse who is called in or reports for work as scheduled shall receive a minimum of four (4) hours' pay.
- (g) Whenever the Home wishes to change the work schedule of a part-time nurse it shall give notice of the change at least twelve (12) hours in advance of the scheduled reporting time of the nurse. In the event of failure to comply with this provision the nurse shall receive three (3) hours basic pay.
- (h) Should a part-time nurse be called in to work with less than two (2) hours notice prior to the commencement of a tour and arrive an hour after the beginning of such tour, she shall receive full payment for the tour.
- (i) All nurses may receive five (5) or more consecutive days off at Christmas or New Years. The schedules for this period shall be posted at least four (4) weeks in advance.

B.5 Standard Day

For overtime purposes the standard day for all nurses covered by this Agreement shall be defined as a 24-hour period beginning at:

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

Any nurse who works a tour that begins or ends at a different time than the above will be paid overtime calculated on that time. No nurse shall have her present tour changed except by mutual agreement.

B.6 Overtime

The nurse may have the option of selecting compensating time off at the appropriate premium rate without loss of pay in lieu of overtime and premium payment,

- (a) Work in excess of 7½ hours in a standard day shall be compensated at the rate of time and one-half.
- (b) When a nurse works on her days off such nurse will be compensated at the rate of time and one-half (1½).
- (c) When a tour schedule is changed by the Home for a full-time nurse without twenty-four (24) hours notice the nurse shall be paid at the premium rate of time and one-half for the first tour of the new schedule.
- (d) Time and one-half shall be paid for all work performed after working seven (7) consecutive tours without two (2) days off until such days off are granted.
- (e) (1) A full-time nurse is required to work on a second (2nd) or subsequent consecutive weekend of duty, she shall be paid at the regular rate of time and one-half (1½X) her regular salary for the hours involved, save and except when:
 - (a) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
 - (b) Such nurse has requested weekend work, or
 - (c) Such weekend is worked as the result of an exchange of shifts with another nurse.

- (2) If a part-time nurse is required to work on a third (3rd) or subsequent consecutive weekend of duty, she shall be paid at the regular rate of time and one-half ($1\frac{1}{2}X$) her regular salary for the hours involved, save and except when:
- (a) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
 - (b) Such nurse has requested weekend work, or
 - (c) Such weekend is worked as the result of an exchange of shifts with another nurse.
- (f) Overtime compensation of double her regular straight time hourly rate shall be paid to a nurse for all work in excess of $7\frac{1}{2}$ hours on a paid holiday or on a tour for which she receives time and one-half her regular straight time hourly rate.
- (g) All overtime shall be authorized by the Director of Nursing. Such authorization shall not be unreasonably withheld.
- (h) It is understood and agreed that at the change of shift there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes the entire period shall be considered overtime for purposes of payment.

B.7 Stand-by

- (a) "Stand-by" refers to a nurse who is scheduled to be available during her normal time off should her services be required.
- (b) A nurse will be paid at the rate of two dollars and ten cents (\$2.10) per hour for the time she is required to stand by effective April 1, 1988.

B.8 Call-In

When a nurse is called to work and reports to work outside of her regular hours, she shall be compensated at time and one-half the straight time rate from the time she is called with a minimum of four hours pay at time and one-half. This may be compensated in cash or by equivalent time off at the option of the nurse.

SCHEDULE "C" - INSURANCE AND PENSION PLANS

- C.1 The Employer agrees to pay for:
- (a) Extended Medical-Surgical coverage (billed premium) including a drug plan, vision care and semi private coverage.
 - (b) Dental Plan #7 (billed premium).
- C.2 O.M.E.R.S. - Basic Plan (or its equivalent)
- Every full-time nurse shall, as a condition of employment, become a member of the Ontario Municipal Employees Retirement System.
- C.3 The Employer will arrange and pay for all full-time nurses to be covered by a life insurance policy to a value of two times (2x) annual earnings. Nurses can arrange for more coverage paying 100% of cost.
- C.4 The Employer shall provide adequate malpractice insurance.
- C.5 The Employer shall ensure no loss of benefits or provisions in any of the benefit plans in the Agreement.
- C.6 If a full-time nurse's absence without pay from the Home exceeds 30 continuous calendar days the nurse will become responsible for full payment of subsidized employee benefits and may arrange payment with the Employer.
- C.7 A part-time nurse may participate in the benefit plans by paying to the Employer 100% of the billed premium.

SCHEDULE "D" - PROFESSIONAL RESPONSIBILITY CHAIRPERSONS

- D.1
- 1. M. E. Ada
 - 2. J. Chené
 - 3. S. French
 - 4. M. Kutschke