

SOURCE	ONA		
EFF.	86	01	01
TERM.	87	12	31
No. OF EMPLOYEES	20		
NOMBRE D'EMPLOYÉS	20		

COLLECTIVE AGREEMENT

between

EXTENDICARE/OAKRIDGE
(hereinafter referred to as the "Home")

and

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

Duration: January 1/86 - December 31/87

I N D E X

<u>ARTICLE #</u>		<u>PAGE #</u>
1	Purpose	1
2	Recognition	1
3	Management's Rights	2
4	No Strikes or Lockouts	2
5	No Discrimination	3
6	Association Representation	3
7	Union Security	4
8	Grievance Procedure	5
9	Arbitration	6
10	Job Security	7
11	Leave of Absence	9
12	Paid Holidays	12
13	Vacations	13
14	Sick Leave	15
15	Hours of Work and Overtime	16
16	Inservice & Orientation	18
17	General	18
18	Professional Responsibility	20
19	Wages and Related Compensation	21
20	Benefits	21
21	Duration	23
	Appendix "A"	25
	Appendix "B"	29

ARTICLE 1 - PURPOSE

- 1.01 It is the mutual desire of the parties to promote cooperation and harmony and to provide an amicable method of settling any dispute or grievance that might arise between them.

ARTICLE 2 - RECOGNITION

- 2.01 The Home recognizes the Association as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by Oakridge Villa Nursing Home, in Downsview, Ontario, save and except the Assistant Director of Nursing and persons above the rank of Assistant Director of Nursing.

- 2.02 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 February 15th of each year, her current Certificate of Competence.

- 2.03 A "Graduate Nurse" is defined as a person with registration incomplete, who is a graduate of a program acceptable to the College of Nurses of Ontario, and is either in the process of being registered by the College of Nurses of Ontario or is completing registration requirements.

A Graduate Nurse on presentation of registration or proof of success in passing her registration examination, shall be given the Registered Nurse's salary retroactive to the date of employment or the date of writing the examination, whichever is later.

- 2.04 For purposes of defining part-time nurses, it is agreed that part-time nurses are nurses who regularly work not more than twenty-four (24) hours a week.

- 2.05 Persons whose jobs are not in the bargaining unit shall not perform the work normally performed by nurses within the bargaining unit, except:

- (a) in cases of emergency;
- (b) when instructing other employees;
- (c) when performing developmental or experimental work;
- (d) when regular nurses are not available due to being late for work, or absent from work.

2.06

The word "nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.

ARTICLE 3 - MANAGEMENT'S RIGHTS

3.01 The Home reserves its inherent right to manage the operation of the Home. The Association acknowledges that it is the exclusive function and right of the Home to:

- (a) Maintain order, discipline and efficiency, and in connection therewith, to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by the nurses, and the right to discipline, demote, suspend or dismiss nurses for just cause;
- (b) Select, hire, discipline, dismiss, transfer, assign to shifts, promote, demote, layoff, recall nurses and select nurses for positions not covered by this Agreement;
- (c) Determine and establish standards and procedures for the care, welfare, safety and comfort of residents in the Home, including establishing standards in the quality of care to be provided;
- (d) Direct the working forces; to plan, direct and control the operation of the Home; to introduce new and improved methods, facilities and equipment; to combine or split up a department; to determine work schedules; to determine the number of nurses and other employees required for the purposes of the Home.
- (e) It is understood that the Employer will exercise its rights in a fair and consistent manner.

3.02 These functions shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 The Association agrees that there will be no strikes and the Home agrees that there will be no lockouts. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act, R.S.O. 1980, C.228 as amended.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 There shall be no discrimination on the part of the Home or the Association by reason of race, creed, colour, marital status, sex, nationality, ancestry, place of origin, residence, age, political affiliation, or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination, or other terms of employment.
- 5.02 There shall be no discrimination by the Home or the Association against any nurse on account of membership or non-membership in, or activities on behalf of the Association.
- 5.03 The Association agrees that there shall be no intimidation, interference, or coercion exercised against any employee of the Home by any of its members or representatives, and that there shall be no Association activity at the Home except as specifically provided for in this Agreement.

ARTICLE 6 - ASSOCIATION REPRESENTATION

- 6.01 The Home will recognize the following representation:
- (a) Two (2) nurse representatives. Upon mutual agreement of the parties, the foregoing number may be altered from time to time.
 - (b) A Grievance Committee of two (2) nurses who shall also be the nurse representatives.
 - (c) A Negotiating Nursing Committee of up to three (3) nurses. Two (2) of these nurses shall be representatives on the Nursing Committee.
- 6.02 The Home shall be notified promptly in writing by the Association of the names of the representatives, and any change in same.
- 6.03 The Home shall pay representatives of the Negotiating Committee for time used during normally scheduled working hours in negotiating renewals of this Collective Agreement. Nurses on evening or night shift shall be scheduled for days on the day of a meeting.
- 6.04 The Association Committees shall have the right to have the assistance of representatives or consultants from the Ontario Nurses' Association.
- 6.05 The Association acknowledges that the nurse representative has her regular duties to perform, and

agrees that she will not leave her regular duties without prior permission from her supervisor, and that she will provide a reasonable explanation when requested for her absence. The nurse representative shall be allowed necessary time off work, without loss of pay, to investigate grievances on the Home's premises and to attend grievance meetings with Management, provided such time off shall be reasonable.

- 6.06
- (a) The Home agrees to recognize and to appoint representatives to a Joint Nursing Committee whose purpose shall be to promote and to provide effective and meaningful communication of information and ideas, and to make recommendations on matters of mutual concern, including scheduling problems and requests, utilization of nursing staff, quality and quantity of nursing care and nursing procedures performed.
 - (b) The Committee shall consist of two (2) nurses who shall be appointed to act on behalf of the Association and two (2) Home representatives. Each party may have alternates to replace a member from time to time.
 - (c) An Association representative shall receive her regular rate of pay for all regularly scheduled working hours lost due to attendance at committee meetings.
 - (d) The names of the committee members shall be posted and the Committee shall keep minutes of meetings.
 - (e) The Committee shall meet at any time as required, but not less than once every three (3) months. The appropriate party will give written replies to problems which may be raised at a Committee meeting. Failure to resolve matters shall be subject to grievance.

ARTICLE 7 - UNION SECURITY

- 7.01 The Home shall deduct from the first payroll of each month, 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 Home in writing of the amount of such dues from time to time. The Home will send to the Association monthly, by the end of the following month, its cheque for the dues so deducted, along with a list of the names of the nurses and the amount of such deduction for each nurse.

7.02

The Association shall save the Home harmless with respect to any liability which the Home might incur as a result of such deduction and remittance.

ARTICLE 8 · GRIEVANCE PROCEDURE

8.01 Should any dispute arise between the Home and the nurse, or between the Home 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 without undue delay. The nurse or Association shall first discuss the complaint informally with the Director of Nursing at the first opportunity.

Step 1

If the matter cannot be resolved informally, the nurse must submit her grievance in writing to the Administrator' within ten (10) days after the circumstances giving rise to the complaint have occurred, and the Administrator shall reply within seven (7) days of receiving the written grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties.

Step 2

If the grievance is not satisfactorily settled, then within five (5) days following the decision under Step 1 the written grievance must be submitted to the Director of Care, and a decision in writing will be given within fifteen (15) days from the date on which the grievance was received. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties.

8.02 Should either party desire to submit a policy grievance, it will follow the above steps.

8.03 Any of the time limits provided for in this Article and Article 9 may be extended by mutual agreement between the Home and the Association. If the grievance is not presented within the applicable time limit, it may not be considered.

8.04 If a nurse is discharged, her grievance shall commence at Step 1 of the grievance procedure. The Home will notify the Association.

ARTICLE 9 - ARBITRATION

- 9.01 If the Association or the Home desires to refer a matter to arbitration, it must give written notice to the other party within ten (10) days after the written decision is received at Step 2 of the grievance procedure. The notice shall contain the name of the party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) days inform the other party of the name of its nominee. The two (2) nominees shall select a third person to act as Chairman of the Board of Arbitration. If the recipient of the notice fails to appoint a nominee, or if the two (2) nominees so appointed fail to agree upon a Chairman within fifteen days, either party may apply to the Minister of Labour for Ontario to appoint a Chairman. The Board of Arbitration shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any nurse affected by it. The decision of a majority of the Board of Arbitration is the decision of the Board, and in the event there is no majority, the decision of the Chairman shall govern.
- 9.02 The Board of Arbitration shall not amend this Agreement or give any decision inconsistent with this Agreement.
- 9.03 Each party shall pay the cost and expenses of its nominee. The cost and expenses of the Chairman shall be borne equally by the parties.
- 9.04 No person may be nominated to the Board of Arbitration who has either directly or indirectly attempted to negotiate or settle the grievance in dispute. Either party may be represented by whomever they deem appropriate.
- 9.05 As an alternative to a Board of Arbitration, the Employer and the Association may by mutual agreement employ the use of a single arbitrator to settle the matter in dispute. The fees and expenses of the single arbitrator shall be equally shared between the parties.
- 9.06 No matter may be submitted to arbitration which has not first been brought as a grievance.
- 9.07 Saturdays, Sundays and Paid Holidays will not be counted in computing time within which any action is to be taken or completed under this or the preceding Article.

ARTICLE 10 - JOB SECURITY

- 10.01 Seniority shall be defined as length of service with the Home based on hours paid, calculated from the most recent date of hire. Full-time nurses shall be considered to have the equivalent of one (1) year's seniority after 1950 hours paid, and part-time nurses after 1500 hours paid.
- 10.02 A probationary period for nurses shall be sixty (60) paid tours. If retained after her probationary period, each nurse's seniority will be dated from the date of last hire. Part-time nurses' seniority shall be sixty (60) paid tours or four (4) months, whichever comes first.
- 10.03 The employment of probationary nurses may be terminated at any time during their probationary period.
- 10.04 A seniority list shall be established for all nurses covered by this Agreement based on hours paid. A copy of the seniority list will be filed with the Association after the execution of this Agreement, and thereafter annually as at January 31st of each year. In the event of a layoff, a revised seniority list will be done.
- 10.05 (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- i) When on leave of absence with pay;
 - ii) When on approved leave of absence without pay, not exceeding thirty (30) continuous working days;
 - iii) When in receipt of sick leave;
 - iv) When on maternity or adoption leave, up to a maximum of seventeen (17) weeks.
- (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions:
- i) When on approved leave of absence without pay, exceeding thirty (30) continuous working days;
 - ii) When absent with an approved leave of absence on account of sickness or illness and not in receipt of sick leave credits;
 - iii) When absent due to layoff, less than twelve (12) months;

- iv) When on maternity or adoption leave for time in excess of seventeen (17) weeks;
 - v) When in receipt of Workers' Compensation, however, the hours paid by Compensation shall be credited to the nurse for the purpose of salary progression.
- (c) A nurse shall lose all seniority and shall be deemed terminated if she:
- i) Resigns;
 - ii) Is discharged and not reinstated;
 - iii) Is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
 - iv) Is laid off for more than fifteen (15) months;
 - v) Retires.

10.06

- (a) In the event that a reduction of the nurse force is required, nurses will be laid off in reverse order of seniority, When recalling nurses after layoff, those last to be laid off will be the first to be recalled.
- (b) All nurses who are on layoff will be given job opportunity before any new nurse is hired.
- (c) No nurse may be laid off until she has received notice or pay in lieu of notice, in accordance with the Employment Standards Act, but in any event, not less than two weeks.
- (d) Recall

A nurse must signify her intention to return to work within five (5) days of receipt of notice of recall. A nurse who is required to give notice of termination to another Employer shall advise the Home of this requirement at the time she signifies her intention to return to work. A nurse who is unable to meet these commitments may have her recall rights deferred until a later recall.

10.08

It shall be the duty of the nurse to notify the Home promptly of any change in address. If a nurse fails to do this, the Home will not be responsible for failure of a notice sent by Registered Mail to reach such a nurse.

10.09 In the case of all job openings, the Home will post notice of such vacancy for ten (10) calendar days. The Home may temporarily fill the opening. If no qualified nurse applies, the Home may hire a new nurse. Job openings do not include those created by any form of leave of absence, illness, accident or vacation.

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

- (a) 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 a position, she will be given the reasons for the refusal either orally or in writing.

10.11 A nurse who transfers from full-time to part-time or vice versa is subject to the following:

- (a) Full transfer of seniority
- (b) Service for vacation entitlement shall be combined service
- (c) All service for salary progression purposes shall be transferred
- (d) All seniority, illness, vacation and other credits obtained under this agreement shall be retained and transferred with the nurse when she is re-classified from full-time employment to part-time employment and from part-time to full-time employment.

ARTICLE 11 - LEAVE OF ABSENCE

11.01 General Leave

The Administrator may grant a request for leave of absence for personal reasons provided that he 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.

11.02

Association Leave

- (a) Leave of absence for Association business shall be given without pay, provided adequate notice is given to the Home, and provided another nurse will fill in.
- (b) A nurse who is elected to the office of President of 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 leave(s) of absence, salary and benefits will be kept whole by the Home and the Association agrees to promptly reimburse the Home for such salary and the cost of benefits paid by the Home.
- (c) A nurse who is elected to the Board of Directors of Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement, or other purposes during such leave. The Association will reimburse the Home under this provision.

11.03

Compassionate Leave

When a death occurs in the immediate family of a nurse, the nurse shall be granted leave up to a maximum of five (5) days, three (3) days of which shall be without loss of pay, following the death, provided that the nurse must be regularly scheduled to work such days to receive pay.

Immediate family means: parent, sibling, spouse, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, legal guardian, grandparent, grandchild, step-parent and fiance. Normally the five (5) day period shall include the day of the funeral.

Travel time or other special circumstances will be considered as the need arises.

11.04

Maternity & Adoption Leave

- (a). Leave of absence without pay for pregnancy will be granted provided the nurse has at least ten (10) months service with the Employer, prior to the beginning of such leave.
- (b) A leave of absence will be at least seventeen (17) weeks or such shorter period, as the nurse may request, commencing during the period of eleven (11) weeks prior to the estimated date of delivery. The

nurse will give the Employer two (2) weeks' advance written notice.

- (c) A nurse shall give two (2) weeks' notice of her intention to return to work.
- (d) Leave of absence may be extended at the request of the nurse, for up to a total of six (6) months. In order to extend this leave, the nurse should give the Employer a minimum of four (4) weeks prior notice.
- (e) Additional leave may be granted as per Article 11.01.
- (f) While on maternity leave credits from income protection cannot be used.
- (g) Nurses on such leave of absence will continue income protection accumulation only to the end of the month in which leave commences. The Employer shall pay his share of the Health and Welfare benefits for the calendar month in which the leave commences and in the month immediately following.

Adoption Leave

- (a) A nurse who has completed ten (10) months of continuous service shall, upon her written request, be granted adoption leave, Such leave shall be without pay, benefits and accrual of benefit credits. Such leave will not exceed six (6) months following the date of adoption. The written request for leave shall be submitted and indicate the intended date of return to the Employer when the employee receives approval of the adoption application. A copy of such approval is also required with the application for adoption leave.
- (b) For the purposes of Adoption Leave the provisions under 11.05 (d), (e) (f) and (g) shall apply.

11.05

Jury and Witness Duty

If a nurse is required to serve as a juror in any court of law, or required by subpoena to attend a court of law in connection with a case arising from her duties as a nurse, or is subpoenaed as a Crown Witness, she shall not lose her regular pay for days she would have worked because of such attendance, provided that she:

- i) Notifies the Home as soon as possible, that she will be required to attend court;

- ii) Presents promptly, proof requiring her attendance;
- iii) Presents promptly, the amount of the payment she received for such service, excluding payment for travelling, meals or other expenses.

Payment for the above duty is on the basis that the nurse would have been scheduled to work on the same day within the twenty-four (24) hour period commencing at 12:01 a.m.

- 11.06 If the leave of absence without pay does not exceed thirty (30) consecutive calendar days, the Home will continue to make contributions towards subsidized employee benefits in which the nurse is participating, and the nurse's seniority and all other benefits will continue to accumulate.
- 11.07 Except as modified by Article 11.02 (b) and (c), if the leave of absence without pay exceeds thirty (30) consecutive calendar days, the nurse will no longer accumulate seniority or other benefits. (Anniversary date to be adjusted accordingly.)

ARTICLE 12 - PAID HOLIDAYS

- 12.01 The following holidays shall be granted to all nurses:
- | | |
|------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Nurse's Birthday | Boxing Day |
| Civic Holiday | |
- 12.02 In order to be eligible for a paid holiday, a full-time nurse must have worked her last scheduled shift immediately preceding, and her first scheduled shift immediately following, the holiday; provided a nurse shall not lose holiday pay if she is absent on any such days, and such absence is excused by the Home, or is the result of an illness or injury confirmed by a physician's certificate, if requested, or is on leave of absence as described in Article 11.07.
- 12.03 Full-time nurses who are not required to work on any of the foregoing holidays shall be given a day off with pay. A full-time nurse required to work on any of the foregoing holidays shall be paid at one and one-half (1½) times her regular straight time hourly rate of pay for all hours worked on the holiday. In addition, she will receive a day off in lieu, at her regular straight time hourly rate of pay, to be taken on a day arranged between the nurse and the Home.

- 12.04 When a holiday falls within a full-time nurse's vacation period, or on a day off, she will be scheduled for a lieu day with pay at another time, which is mutually agreeable.
- 12.05 In scheduling on a long weekend where a holiday occurs on a Friday or Monday, the Home will do so with a view to having as many nurses either working the whole weekend or scheduled off the whole weekend.
- 12.06 A nurse who works the majority of hours on the holiday shall be paid at the premium rate.
- 12.07 All part-time nurses shall receive two and one-half (2½) times their regular straight time hourly rate of pay for all hours worked on the holidays referred to in Article 12.01.
- 12.08 A part-time nurse shall receive payment for paid holidays on a pro rata basis calculated on a pay period basis, i.e. if a nurse works three (3) tours per week, she shall be paid:
- 6/10 x one (1) day's pay = amount of holiday pay received during that pay period.
- 12.09 A nurse who qualifies for holiday pay will be eligible for one (1) day's holiday during any one (1) period of illness.

ARTICLE 13 - VACATIONS

- 13.01 (a) For the purpose of calculating eligibility, the vacation year shall be from July 1st to June 30th of the following year.
- (b) Nurses who have not completed one year of service as of the June 30 cut-off date will be granted one and one-quarter days vacation for each month of service. Vacation pay for such nurses will be six percent (6%) of gross earnings during the vacation year.
- (c) Nurses with one year of service on or before June 30th of the current year shall receive fifteen days vacation. Pay for such nurses will be six percent (6%) of the gross earnings for the vacation year.
- (d) Nurses with three (3) years service on or before June 30 in any year shall receive twenty (20) days vacation. Vacation pay for such nurses shall be

eight percent (8%) of the gross earnings for the vacation year.

- (e) Effective with the 1989 vacation year, nurses with seventeen (17) years service on or before June 30 in any year shall receive twenty-five (25) days vacation. Vacation pay for such nurses shall be ten percent (10%) of the gross earnings in the vacation year.

13.02 For the purposes of this section, the number of day's vacation shall be considered working days. Part-time nurses shall receive a pro-rated vacation time entitlement, based upon the number of days regularly worked in a normal work week.

13.03 (a) Vacations are not cumulative from year to year and all vacations must be taken by April 30th following the June 30th cut-off date.

(b) Vacations are not cumulative from year to year. Nurses may not waive a vacation and draw double pay.

13.04 Requests for vacation shall not be unreasonably and/or arbitrarily withheld.

13.05 A nurse who leaves the employ of the Home for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her date of separation. If the nurse leaves without giving two (2) weeks' written notice of termination, she shall only be entitled to vacation pay calculated in accordance with the provisions of the Employment Standards Act, 1974, unless the failure to give notice was for a reason beyond her control.

13.06 Scheduling

Vacation schedules shall be posted. This shall not prevent nurses from arranging vacations with the Home on an individual basis. Where more nurses request the same period of vacation than schedules permit, then seniority shall be the deciding factor, and when possible, nurses' requests to switch vacation entitlement amongst themselves shall not be unreasonably denied.

13.07 Vacation Pay Advances

On written request to the Administrator, at least four (4) weeks prior to the starting date of a nurse's vacation period, the advance vacation pay may be obtained on a separate cheque, at least one (1) week prior to the start of said vacation.

13.08

Prior to leaving on vacation nurses shall be advised as to the date and time on which to report to work following vacation.

ARTICLE 14 - SICK LEAVE

14.01 Sick leave means a period of time a nurse is permitted to be absent from work with full pay by virtue of being sick or disabled, or by virtue of an accident for which compensation is not payable under the Workers' Compensation Act. It is understood that the payment of income protection is for the sole and only purpose of protecting nurses against loss of income during times of illness while employed by the Home.

14.02 Sick leave currently standing to the credit of a nurse at the date of signing this Agreement shall be deemed to be earned sick leave, and two (2) months after the signing of this Agreement and by January 30th of each year, the Home will notify the nurse of the amount of unused sick leave standing to her credit.

14.03 Nurses who have not completed their probation shall not be entitled to income protection. Nurses who have completed their probationary period shall be credited four and one-half ($4\frac{1}{2}$) days of income protection and shall then accumulate income protection credits at the rate of one and one-half ($1\frac{1}{2}$) days per full month of service (a full month of service shall mean 162.5 paid hours excluding paid sick leave).

Once these credits are earned they may be used when illness forces the nurse to remain away from work. Income protection used will be deducted from the total credits accumulated.

All unused income protection may be accumulated up to a maximum of one hundred and thirty (130) days.

14.04 A full-time nurse shall earn but not be granted any sick leave credits until she has completed her probationary period. After completion of the probationary period, full-time nurses shall be granted sick leave credits retroactive to the first day of employment, and if the nurse has been ill during her probationary period, she shall be paid up to the limit of her credits.

14.05 There shall be no deduction from sick leave credits when a nurse has completed one-half ($\frac{1}{2}$) of a tour or more.

14.06 Sick leave credits shall not accumulate during a layoff or unpaid sick leave.

14.07

- (a) The Home shall pay to the estate of a nurse at the time of her death a cash settlement equal to one hundred percent (100%) of her unused sick leave credits calculated at her then current rate. Otherwise, income protection benefits and credits cease on termination of employment, except as provided in 14.07 (b).
- (b) A nurse, who after ten (10) years of service with the Home, shall be entitled, upon termination of her employment with the Employer, to be paid fifty percent (50%) of her unused sick leave credits calculated at her then current salary rate, except when she is discharged for cause.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 Normal hours of work shall be seven and one-half ($7\frac{1}{2}$) hours per day, or an average of seventy-five (75) hours in a bi-weekly period. This provision is not intended to be construed as a guarantee of hours of work.

15.02 A rest period of fifteen (15) minutes will be granted during each half ($\frac{1}{2}$) tour. Nurses on evening and night tour will have the option of taking one (1) rest period of thirty (30) minutes per tour. The Employer will endeavour to grant nurses currently on days the option of taking one (1) rest period of thirty (30) minutes per tour.

15.03 Nurses shall be given a one-half ($\frac{1}{2}$) hour unpaid meal period.

15.04 Normally there shall be a fifteen (15) minute tag-end for reporting purposes. If the reporting period extends beyond this time, then overtime shall be paid for the entire period.

15.05 Scheduling

Scheduling of hours and the arrangements for tours shall be determined by the Home, provided that the Home shall meet the following:

- (a) At least one (1) weekend off in two (2) shall be granted unless a nurse requests weekend work;
- (b) Four (4) days off shall be scheduled during each two (2) week period, and schedules will provide for not more than five (5) consecutive days of work;
- (c) Schedules will be posted no less than two (2) weeks in advance for a six (6) week period. Advance

requests for specific days off shall be submitted to the Director of Nursing at least two (2) weeks in advance of the posted time. Requests for changes in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days or tours of duty.

- (d) i) Nurses hired after June 1, 1989 or nurses who are presently rotating 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.
- ii) Nurses who were on staff as of December 31, 1985, on permanent shift, will not be rotated without their consent except for the purposes of instruction, emergencies or when regular employees on other shifts are not available.
- (e) For the purpose of this Agreement, weekends shall be defined as sixty-four (64) consecutive hours off duty.
- (f) Over Christmas and New Year's, as much time off as possible will be scheduled, and arrangement will be left to the parties to maintain flexibility. If there is a dispute, Christmas and New Year's will be scheduled off on a rotating basis.
- (g) No split shifts.

15.06 Standard Day for Overtime Payment

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

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

These hours may be varied provided there is no more than a one (1) hour difference in starting and stopping time, unless otherwise mutually agreed.

15.07 Overtime does not include:

- (a) time worked by nurses substituting for one another at their own requests;
- (b) a change of a nurse's working hours at her own request.

15.08

Work performed in excess of daily or bi-weekly hours shall be regarded as overtime and paid at the rate of one and one-half (1½) times the nurse's regular rate of pay, Overtime shall be paid for:

- (a) instances where a nurse does not receive every other weekend off, unless the nurse requests weekend work;
- (b) 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.

ARTICLE 1 - SERVICE & 1

16.01 (a) The following minimums are to be observed in the orientation/familiarization of a newly hired nurse:

- i) she is to 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 will also receive two (2) shifts of orientation/familiarization on each 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 nurses's personnel file, which will be reviewed with such nurse, and the nurse shall also be able to comment.

16.02 In-service shall be reviewed by the Nursing Committee and planned on needs as identified by the parties and requirements by law.

ARTICLE 17 - GENERAL

17.01 The Home will provide bulletin board space for the purpose of posting notices regarding meetings and other matters restricted to Association business. The other matters will be approved by the Administrator.

17.02 A copy of this Agreement in mutually agreed form will be issued to each nurse now employed and as employed.

17.03 (a) The Home shall continue to provide parking for the nurses without charge.

(b) Termination

A nurse shall give a minimum of two (2) weeks' notice of termination of employment. The Employer shall give a minimum of two (2) weeks' notice of termination of employment or shall pay a minimum of two (2) weeks' wages in lieu of notice, except in cases of dismissal for cause or termination during the probation period. If by law a longer notice of termination must be given or a greater sum paid in lieu of notice, such longer notice must be provided or the greater sum paid.

17.04 Payroll Policies

Payday shall be every other Thursday, with a clarified itemized statement of all deductions, premiums and changes of increments. Nurses leaving the employ of the Home shall be paid all outstanding monies not later than the following pay period. Nurses will continue to be permitted to pick up their paycheques following night tour on Wednesday, provided that the cheques are available.

17.05 Employee Files

(a) In the event that it is deemed necessary by the Home to give a nurse a written reprimand, the Home shall within five (5) days thereafter give particulars to the nurse involved, if requested. Upon request, a nurse may review her personnel file.

(b) 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.

17.06 Interpretation

For the purpose of interpretation wherever used herein, feminine gender shall mean and include the masculine and vice versa and similarly the singular shall include the plural and vice versa as applicable.

ARTICLE 18 - PROFESSIONAL RESPONSIBILITY

18.01 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 nursing care she or they shall:

- (a) Complain in writing to the Nursing Committee within five (5) calendar days of the alleged improper assignment. The Chairman of the Nursing Committee shall convene a meeting of the 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.
- (b) Failing resolution of the complaint within five (5) 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 four (4) independent registered nurses who are well respected within the profession. The member of the independent registered nurses shall act as Chairperson.
- (c) The Assessment Committee shall conduct a hearing into the complaint within fourteen (14) 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 Nursing Committee within fourteen (14) calendar days following completion of its hearing and investigation.

18.02 (a) The parties shall select a panel of four (4) independent registered nurses who are well respected within the profession. The members of the panel shall sit in a rotation agreed upon by the parties. If a panel member is unable to sit within the time limit stipulated the panel member next scheduled to sit will be appointed by the parties.

(b) Each party will bear the cost of its own nominee, and each 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 19 - WAGES AND RELATED COMPENSATION

19.01 The wage rates for all nurses covered by this Agreement are set out in Appendix "A" which is attached to and forms part of this Agreement.

19.02 Any nurse who is scheduled or required to, and does report for work at the commencement of her shift and is not put to work for at least four (4) hours, shall be paid at her regular hourly rate, as if she had worked four (4) hours, except where failure to do so is occasioned by any cause beyond the control of the Home.

19.03 A nurse shall not be entitled to reporting pay in accordance with Section 19.02 where she has been given notice not to report for work.

19.04 There shall be no pyramiding of premium pay, overtime pay, etc. In no event shall there be any pyramiding of benefits or payments made.

19.05 Return to Work

When a nurse is requested to return to work for additional unscheduled shifts for whatever reason, she shall be paid at the rate of time and one-half (1½) hours worked with a minimum guarantee of three (3) hours at time and one-half (1½), whichever is greater. If the nurse works the full tour, she shall be paid at her regular rate subject to normal overtime provisions.

19.06 Standby

No nurse will be assigned to be on call.

ARTICLE 20 - BENEFITS

20.01 (a) The Home will pay one hundred percent (100%) of the billed rate of the OHIP premium for full-time nurses.

(b) The Employer agrees to offer on a voluntary basis, a major medical \$10/\$20 no co-insurance plan to full-time nurses who are covered by this Agreement. The Employer agrees to pay one hundred percent (100%) of the billed single/family rate for full-time nurses who participate in the plan.

The plan will include semi-private and private hospital accommodation coverage as well as hearing aid coverage of three hundred dollars (\$300.00) per family member and vision care coverage of sixty

dollars (\$60.00) per family member every twenty-four months.

- (c) The Employer will pay one hundred percent (100%) of the cost of life insurance in the amount of one (1) times yearly salary for all full-time nurses. Nurses over age 65 are not insurable.

The Employer will have sixty days from June 1, 1989 to implement the plan, subject to the enrolment requirements of the insurer.

- (d) Subject to any conditions in the plans themselves, coverage should begin on the first day of employment for all plans.

- 20.02 The Employer agrees to pay fifty percent (50%) of a Dental Plan (equivalent to Blue Cross Plan #9) based on the current O.D.A. fee schedule with a one-year lag for eligible full-time nurses who participate in the plan.

The Employer will have sixty days from June 1, 1989 to implement the plan, subject to the enrolment requirements of the insurer.

- 20.03 In the event that a nurse is prevented from performing her regular work with the Employer on account of an occupational accident, associated with her employment with the Employer and this accident is recognized by the Workers' Compensation Act as compensable within the meaning of the Act, the Employer will, on request, supplement the award made by the Compensation Board for loss of wages to the nurses by such an amount that the award of the Compensation Board and the Employer supplementation will equal one hundred (100%) percent of the nurse's regular wages in effect at the time of illness or injury (exclusive of any overtime, etc.) and the nurse's income protection credits will be reduced proportionately. When the application for compensation is made, the nurse shall advise whether or not she wishes to accept the Employer's supplementation. Any payments so made by the Employer will cease when the accumulated income protection has been claimed.

- 20.04 In the event that a Worker's Compensation claim of a nurse is not challenged, the nurse who is absent from work as a result of illness or injury sustained at work and who has been away pending approval of claim for Workers' Compensation, that nurse may utilize her sick leave credits, accumulated to date, provided the nurse has not received payment from the Workers' Compensation Board and two (2) weeks have elapsed from the date of her reporting the claim to the Employer. The payment will be equivalent to the lesser of the benefits she would

receive from Workers' Compensation if her claim was approved or the benefit to which she would be entitled under the Sick Leave Plan in this Article. Payment under this Article will only be provided if the nurse provides satisfactory evidence of disability and a written undertaking that any payment will be refunded to the Employer following the final determination of the claim by the Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied toward the benefit to which the nurse would be entitled under the specific leave plan in this Article. Any payment under this provision will continue until a nurse has exhausted her sick leave credits.

ARTICLE 21 - DURATION

- 21.01 This agreement shall be effective as of January 1, 1986 and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing within ninety (90) days prior to the expiry of this Agreement, of its desire to terminate or amend the Agreement.

Dated at Tor _____, Ontario this 1st day of December, 1989.

ONTARIO NURSES' ASSOCIATION

Molly Edwards ERN

Lorna Hedge RN

Extendicare/Oakridge

[Signature] - Labour Relations

APPENDIX "A"

SALARIES

A. 01 Full-time Salaries

Registered Nurse

	<u>Effective Jan. 1/86</u>		<u>Effective July 1/86</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2172.27	13.37	2237.44	13.77
1 year	2212.44	13.62	2278.81	14.03
2 years	2249.52	13.84	2317.01	14.26
3 years	2292.78	14.11	2361.56	14.53
4 years	2340.16	14.40	2410.36	14.83
5 years	2385.48	14.68	2457.04	15.12
6 years	2436.98	15.00	2510.09	15.45
7 years	2490.54	15.33	2565.26	15.79

	<u>Effective Jan. 1/87</u>		<u>Effective July 1/87</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2326.94	14.32	2361.84	14.53
1 year	2369.96	14.59	2405.51	14.81
2 years	2409.69	14.83	2445.84	15.05
3 years	2456.02	15.11	2492.86	15.34
4 years	2506.77	15.42	2544.37	15.65
5 years	2555.32	15.72	2593.65	15.96
6 years	2610.49	16.09	2649.65	16.33
7 years	2667.87	16.42	2707.89	16.67

APPENDIX "A"

SALARIES

A. 02 Part-time Salaries

	<u>Effective Jan. 1/86</u>	<u>Effective July 1/86</u>
	<u>Hourly</u>	<u>Hourly</u>
Start	14.97	15.42
1 year	15.25	15.71
2 years	15.50	15.97
3 years	15.80	16.27
4 years	16.12	16.61
5 years	16.44	16.93
6 years	16.80	17.30
7 years	17.17	17.68

	<u>Effective Jan. 1/87</u>	<u>Effective July 1/87</u>
	<u>Hourly</u>	<u>Hourly</u>
Start	16.04	16.27
1 year	16.34	16.59
2 years	16.61	16.86
3 years	16.92	17.18
4 years	17.27	17.53
5 years	17.61	17.87
6 years	18.02	18.29
7 years	18.39	18.67

A.02 Part-time nurses will be paid on the following basis:

Monthly rate in Schedule "A" x 12 = daily rate
260

plus 10% of the daily rate in lieu of all benefits except vacations, paid holidays, compassionate leave, professional and education leave, jury and witness duty, reporting allowance, callback guarantee, shift differential, responsibility allowance, overtime, and salaries.

A.03

CHANGES IN SALARY

- (a) Individual salary increases for full-time registered nurses resulting from seniority levels shall be implemented as of the anniversary date. The anniversary date shall be adjusted forward if necessary to account for leaves of absence or other absences under which seniority accumulation is suspended. Seniority accumulation while on maternity leave shall not apply in calculating seniority for the purpose of advancement to a higher increment level.
- (b) In the event of a promotion or demotion, or upon a graduate nurse being granted Registered Nurse status, the salary adjustments necessary upon the happening of such event shall be as of the date of occurrence or registration as the case may be.

A.04 Effective January 1, 1988, a nurse shall receive shift' differential for all evening and night shifts worked at the rate of forty-five (45¢) cents per hour, in addition to her regular pay.

A.05 (a) Effective January 1, 1988, a nurse who is designated, in writing, to relieve the Director of Nursing, shall be paid one dollar (\$1.00) per hour for each hour so worked in addition to her regular rate of pay.

(b) Effective January 1, 1988, the Employer shall, where no Supervisor is on duty, designate a nurse to be in charge on evenings/nights and all shifts on weekends. Such nurse shall receive five dollars (\$5.00) per shift in addition to her regular rate of pay.

A.06 (a) i) One (1) increment on the salary grid for each year of service with the Home;

ii) Seniority increases for full-time registered nurses will .be given on the anniversary of their last date of employment, subject to the provisions of A.03.

(b) Seniority increases for part-time registered nurses will be given on the basis that 200 worked shifts = 1 year. (Shifts worked to be defined as shifts paid for by the Home.)

(c) The Home will recognize related experience on the basis of one (1) annual increment for each two (2) years of service up to the maximum on the salary grid. It shall be the responsibility of a newly

hired nurse to provide reasonable proof of recent related experience in order to be considered for a salary increment and if she fails to do so she shall not be entitled to recognition.

A. 07

RETROACTIVITY

Retroactivity will be paid on wages only to all employees on the payroll as of January 1, 1986 and to all new employees hired since that date. Employees who have left their employment shall be advised by registered mail of their entitlement at their last known address and their failure to attend to collect the same within 30 days will result in its forfeiture.

Employees shall be paid such sums within sixty days after June 1, 1989, failing which the payments shall bear interest from and after the due date calculated pursuant to s. 139 of the Courts of Justice Act.

A. 08

When a new classification in the bargaining unit is established by the Home or the Home makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Home shall advise the Association of such new or changed classification and the rate of pay established. The parties may meet if requested. If the parties are unable to agree, the dispute on salary may be submitted to arbitration. Salary shall be retroactive to the time the position was first filled by the nurse.

APPENDIX "B"

LIST OF PROFESSIONAL RESPONSIBILITY

ASSESSMENT COMMITTEE CHAIRPERSONS

Ms. M. Elizabeth Ada
Consultant
Instructional Technology
Curriculum and Program Development
Algonquin College of Applied Arts
and Technology
1644 Bank Street
Ottawa, Ontario
K1V 7Y6

Mrs. Pat Morden
210 Goodram Drive
Burlington, Ontario
L7L 2J5

Ms. D. Wylie
65 Scadding Avenue
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