

SOURCE	Union		
Wages EFF.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	3		
NOMBRE D'EMPLOYÉS	3		

C O L L E C T I V E A G R E E M E N T

between

ST. JOSEPH'S HOME, GUELPH

(hereinafter referred to as "the Home")

and

ONTARIO NURSES' ASSOCIATION

(hereinafter referred to as "the Association")

FULL TIME

Expires: March 31, 1991

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Home and the nurses covered by this Agreement; to provide for on-going means of communication between the Association and the Home and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that nurses wish to work together with the Home to secure the best possible nursing care and health protection for residents. Appropriate committees have been created under this Agreement to work towards this objective.

ARTICLE 2 - RECOGNITION

- 2.01 The Home recognizes the Association as the sole bargaining agent of all lay registered and graduate nurses employed in a nursing capacity by St. Joseph's -Home, Guelph, save and except Director of Nursing and persons above the rank of Director of Nursing, and nurses regularly employed not more than twenty-four (24) hours per week.
- 2.02 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, except as expressly modified by any other article of this collective agreement, it is the exclusive function of the Home to manage and direct its operations and affairs in all respects and, without limiting or restricting that function:
- (a) to maintain order, discipline and efficiency;
 - (b) to determine the number and location of the Home establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Home; to schedule the work and services to be provided and performed, and to make, alter and

enforce regulations governing the use of materials, equipment and services **as** may be deemed necessary in the interests of safety and well-being of the Home residents and the public;

- (c) to make, alter and enforce reasonable rules and regulations to be observed by the nurses;
- (d) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses, and to assign nurses to shifts and to increase and decrease working forces, provided that a claim of discriminatory retirement, classification, promotion, demotion, discipline or suspension, or a claim by a nurse that she has been discharged, suspended or disciplined without reasonable cause, may become the subject of a grievance and be dealt with **as** hereinafter provided.

3.02 The Home will not exercise these rights in a manner inconsistent with the provisions of the current collective agreement.

ARTICLE 4 - DEFINITIONS

- 4.01 A registered nurse is a nurse who holds certification with the College of Nurses of Ontario in accordance with the Health Disciplines Act, 1974, as amended.
- 4.02 A graduate nurse is defined **as a** nurse with certification incomplete who is a graduate of a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (**24**) months following date of hire. Where **a** nurse fails to complete such certification requirements, she will be terminated from the employ of the Home. Such termination shall not be subject matter of grievance or arbitration procedure.

ARTICLE 5 - RELATIONSHIP

- 5.01 The Home and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to **any** nurse because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement.

- 5.02 The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on Home premises or during working hours except with the written permission of the Home or as specifically provided for in this Agreement.
- 5.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, religious affiliation or any other factor which is not pertinent to the employment relationship.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

- 6.01 The Association agrees there shall be no strikes and the Home agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

E 7 - ASSOCIATION SECURITY

- 7.01 The Home 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 Home of any changes therein and such notification shall be the Home's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Association dues by the Home, the Association agrees to indemnify and save harmless the Home 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 Home shall provide a list of nurses from whom deductions were made including deletions and additions from the preceding month and their social insurance numbers.
- 7.06 The Home agrees that an officer of the Association or

nurse representative 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. These interviews shall be scheduled in advance during orientation and may be arranged collectively or individually by the Home.

- 7.07 The Home will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Home's payroll system.

ARTICLE 8 - REPRESENTATION AND COMMITTEES

8.01 Nurse Representatives & Grievance Committee

- (a) The Home agrees to recognize one (1) 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 not more than **two (2)** nurses, one of whom shall be chairperson. 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 Director of Nursing. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities such representatives shall again report to their Nursing Coordinator. The Home agrees to pay for all time spent during their regular hours by such representatives hereunder.

8.02 Home - Association Committee

- (a) There shall be a Home-Association Committee comprised of representatives of the Home one of whom shall be the Director of Nursing and of the Association. The number of nurses on the Committee shall not exceed two (2) and the number of Home representatives on the Committee shall not exceed the number of Association representatives.

- b) The Committee shall meet quarterly unless otherwise agreed. 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, unless agreed to the contrary. 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 including the quality and quantity of nursing care;
 - (ii) dealing with complaints referred to it in accordance with the provisions of Article 10.05, Professional Responsibility;
 - (iii) discussing and reviewing matters relating to orientation and in-service programs;
- (d) The Home agrees to pay for time spent during regular working hours for representatives of the Association attending at such meetings.

8.03

Negoti t : Committee

The Home agrees to recognize a negotiating committee comprised of not more than two (2) representatives of the Association (one from the full time unit and one from the part time unit) for the purpose of negotiating a renewal agreement. The Home agrees to pay members of the negotiating committee for time spent during regular working hours in negotiations with the Home for a renewal agreement up to but not including, conciliation.

8.04

Accident Prevention - Health & Safety Committee

- (a) The Home and the Association agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Home agrees to accept

as a member of its Accident Prevention - Health and Safety Committee, at least one (1) representative selected or appointed by the Association from either the full time or part time bargaining unit.

- (c) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Accident Prevention-Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending **such** meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (d) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (e) All time spent by a member of the Accident Prevention - Health and Safety Committee attending meetings of the committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Home at her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.

- 8.05 The Association may **hold** meetings on Home **premises** providing permission has been first obtained from the Home.
- 8.06 The Association shall keep the Home notified in writing of the names of the nurse representatives and/or ~~Committee~~ members and Officers of the Local Association appointed or selected under this Article **as** well as the effective date of their respective appointments.
- 8.07 All reference to nurse representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Local Association.
- 8.08 The Home agrees to give representatives of the Ontario Nurses' Association access to the premises of the Home for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such **representatives** shall have access to the premises only with the approval of the

Administrator which will not be unreasonably withheld.

- 8.09 Where a nurse makes prior arrangements for time off from a tour of duty, the nurse shall not be scheduled to work another tour that day.

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ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 For purposes of this Agreement, a grievance is defined **as** a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 9.02 At the time formal discipline is imposed or at any stage of the grievance procedure a nurse is entitled to be represented by her nurse representative. In the case of suspension or discharge the Home shall notify the nurse of this right in advance.
- 9.03 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she has first given the Director of Nursing the opportunity of adjusting her complaint. Such complaint shall be discussed with the Director of Nursing or designate within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to **have** come to the attention of the nurse and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of the Director of Nursing's decision in the following manner and sequence:

Step No. 1

The nurse may submit a written grievance signed by the nurse to the Director of Nursing. The Grievance shall identify the nature of the grievance and the remedy sought and must specify the provisions of the Agreement which are alleged to be violated. The Director of Nursing will deliver her decision in writing within nine (9) calendar days following the day on which the grievance was presented to her. Failing settlement then:

Step No. 2

Within nine (9) calendar days following the decision in Step No. 1, the nurse may submit the written grievance to the Home Administrator or her designee. A meeting

will then be held between the Home Administrator or her designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the **Home** Administrator or **her** designee may have such counsel and assistance as she may desire at such meeting. The decision of the Home shall be delivered in writing within nine (9) calendar days following the date of such meeting.

9.04 A complaint or grievance arising directly between the Home and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting a nurse which such nurse could herself institute and the regular grievance procedure shall not be thereby bypassed.

9.05 The release of a probationary nurse shall not be subject to the grievance procedure. A claim by a nurse who has completed her probationary period that she has been unjustly discharged or suspended shall **be** treated as a grievance if a written statement of such grievance is lodged by the nurse with the Home at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

The Home agrees to provide written reasons within a reasonable time to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed her probationary period, without just cause.

- 9.06 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- 9.07 All agreements reached under the grievance procedure between the representatives of the Home and the representatives of the Association will be final and binding upon the Home and the Association and the nurses.
- 9.08 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.
- 9.09 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.10 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.11 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

- 9.12 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairperson will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 9.13 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.
- 9.14 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of the Labour Relations Act.
- 9.15 **Upon** mutual agreement of the parties in writing, a single arbitrator may be substituted for the Board of Arbitration, in such a case, all of the other provisions of this Article shall continue to apply **as** with the Board of Arbitration.

ARTICLE 10 - PROFESSIONAL RESPONSIBILITY

10.01 Orientation and In-service Programme

The Home recognizes the need for a Home Orientation Programme of such duration as it may **deem** appropriate taking into consideration the needs of the Home and the nurses involved.

- 10.02 Nurses recalled from layoff under Article 12.07 (a), nurses whose probationary period has been extended under Article 12.01 and nurses **who** are transferred on a permanent basis may be provided any orientation determined necessary by the Home. A request by such **a** nurse for orientation shall not be unreasonably denied.

- 10.03 Both the Home and the Association recognize their joint responsibility and commitment to provide, and participate in, in-service education. The Association supports the principle of its members' responsibility for their own professional development and the Home will endeavour to provide programmes related to the requirements of the Home. Available programmes will be publicized.

- 10.04 When a nurse is on duty and authorized to attend any in-service program within the Home and during her

regularly scheduled working hours, she shall suffer no loss in regular pay. When a nurse is required by the Home to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.

10.05

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

- (a) (i) Complain in writing to the Home-Association Committee within fifteen (15) calendar days of the alleged improper assignment. The chairperson of the Home-Association Committee shall convene a meeting of the Home-Association 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 Home-Association 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 Home, 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 is attached as Appendix 2.

(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.

10.06 Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Home **agrees** that necessary **computer** training will be provided at no cost to the nurses involved.

ARTICLE 11 - ACCESS TO FILES

11.01 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. Each nurse shall have reasonable access to her file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Director of Nursing. A copy of the evaluation will be provided to the nurse at her request.

11.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse twenty-four (24) months following the receipt of such letter, suspension or other sanction, provided that the nurse's record has been discipline free for such twenty-four (24) month period.

ARTICLE 12 - SENIORITY

12.01 Newly hired nurses shall be considered to be on probation for a period of sixty (60) tours worked from date of last hire. If retained after the probationary period, the nurse shall be credited with seniority from date of last hire. With the written consent of the Home, the probationary nurse, and the Local Association such probationary period may be extended. Where the Home requests an extension of the probationary period it will provide notice to the Association at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours worked and, where requested, the Home will advise the nurse and the Association of the basis of such extension. The probationary period for a nurse who

works extended tours will be pro rated based on the number of hours worked.

- 12.02 A seniority list shall be established for all nurses covered by this Agreement who have completed their probationary period. **For** information purposes only, the names of all probationary nurses shall be included in the seniority list. **A** copy of the current seniority list will be filed with the President of the Local Association or her designate on request but not more frequently than once every six (6) months. **A** copy of the seniority list shall also be posted at the same time.
- 12.03 Seniority shall be retained by a nurse in the event she is transferred from full time to part time or vice versa. For the purposes of the application of seniority, if any, under the Agreement but not for the purposes of service under any provisions of the Collective Agreement (save as expressly provided otherwise in this Agreement), a nurse whose status is changed from full time to part time, shall receive credit for her seniority on the basis of 1500 hours worked for each year of full time seniority. **A** nurse whose status is changed from part time to full time shall receive credit for her seniority on the basis of one (1) year of seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.
- 12.04 If a nurse's absence without pay from the Home including absences under Article 13, Leaves of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Home to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure her continuing coverage.
- 12.05 A nurse shall lose all service and seniority and shall be deemed to have terminated if she:
- (a) leaves of her own accord;

- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for the lesser of her length of seniority or twenty-four (24) calendar months;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Home's ability to provide adequate resident care, unless a satisfactory reason is given to the Home;
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Home of such absence and providing a reason satisfactory to the Home;
- (f) fails to return to work (subject to the provisions of 12.05 (e)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (g) fails upon being notified of a recall to signify her intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Home and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties.
- (h) is absent from work **due** to illness or disability for a period of thirty (30) months from the time such absence commenced.

12.06

- (a) Where a permanent vacancy occurs within the bargaining unit or a new position within the bargaining unit is established by the Home, such vacancy shall be posted for a period of seven (7) consecutive calendar **days**. Nurses may make written application for such vacancy within the seven (7) day period referred to herein.

Where the skill, ability, experience and qualifications are relatively equal amongst the nurses considered, seniority shall **govern** providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization **period**. Where the applicant has been selected in accordance with

this Article and it **is** subsequently determined that she cannot satisfactorily perform the job to which she was promoted, the Home will attempt, during the first thirty (30) days from the date on which the nurse was first assigned to the vacancy, to return her **to** her former job.

- (b) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including maternity) may be filled at the discretion of the Home.
- (c) The Home shall have the right to fill any permanent vacancy on a temporary basis until **the** posting procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.
- (d) The name of the successful applicant will be posted by the Home. A nurse selected as a result of a posted vacancy need not be considered for **a** further permanent vacancy for a period of up to six (6) months from the date of her selection.

12.07

- (a) A layoff of nurses shall be made on the basis of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off.

Nurses shall be recalled in the order of seniority, unless otherwise agreed between the **Home** and Local Association, provided that the nurse **is** qualified to perform the available work.

- (b) Where **a** vacancy occurs in a position following a layoff hereunder as a result of which a nurse had been transferred to another position, the affected nurse will be offered the opportunity to return to her former position providing such vacancy occurs within six (**6**) months of the date of layoff.

Where the nurse returns to her former position, there shall be no obligation to consider the vacancy under Article 12.06. Where the nurse refuses the opportunity to return to her former position, she shall advise the Home in writing.

- (c) No reduction in the hours of work shall take place

to prevent or reduce the impact of a **layoff** without the consent of the Association.

- (d) All nurses represented by the Association who are on layoff **will** be given a job opportunity before any new nurse is hired.

12.08

In the event of a proposed **layoff** at the Home of a permanent or long term nature, the Home will:

- (a) provide the local Association with no **less** than thirty (30) calendar days notice of such layoff and
- (b) meet with the local Association to review the following:
- (i) the reasons causing the layoff;
 - (ii) the service which the Home will **undertake** after the layoff;
 - (iii) the method of implementation including the areas of cut-back **and** the nurses to be laid off.

In the event of a proposed layoff at the Home which is not of a permanent or long term nature or a bed cut-back or a cut-back in service which will result in displacement of staff, the Home will provide the local Association with reasonable notice, if requested, the Home will meet with the Local Association to review the reasons and expected duration of the bed cut-back or cut-back in service, realignments of service or staff and its effect on nurses in the bargaining unit.

Any agreement between the Home and the local Association resulting from the review above concerning the method of implementation will take precedence over the terms of this Article. Notice of layoff shall be in accordance with the provisions of the Employment Standards Act.

12.09

- (a) A nurse who is transferred to a position outside of the bargaining unit shall, subject to (b) below retain but not accumulate her seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from **the** date of her return to the bargaining unit.

(b) In the event that a nurse is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

12.10 The Director of Nursing shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to nurses in the bargaining unit.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Director of Nursing or her designee. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

13.02 Leave for Association Business

The Home agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences and conventions. Such leave of absence shall not exceed fifteen (15) days in any one year, and not more than one (1) nurse shall be permitted to be absent at any one time. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Home and the local Association agrees to reimburse the Home in the amount of the daily rate of the nurse.

13.03 Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay provided such leave does not interfere with the efficient operation of the Home. Notwithstanding Article 12.04, there shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 13.02 above.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Home and the Association agrees to reimburse the Home in the amount of the full cost of such salary and applicable benefits.

13.04 Leave, President, O.N.A.

Upon application in writing by the Association on behalf of the nurse to the Home, a leave of absence shall be granted to such nurse elected to the office of the President of the Ontario Nurses' Association for a period of up to two (2) years. Notwithstanding the provisions of Section 12.04 Seniority, there shall be no loss of service or seniority during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Home and the Association agrees to reimburse the Home in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Home of her intention to return to work at least two (2) weeks prior to the date of such return.

13.05 Bereavement Leave

A nurse who notifies the Home as soon as possible following a bereavement shall be granted three (3) consecutive working days off, without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. Where a nurse does not qualify under the above noted conditions, the Home may nonetheless grant a paid bereavement leave, The Home, in its discretion, may extend such leave with or without pay.

13.06 Jury & Witness Duty

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

provided that the nurse:

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

13.07

Maternity Leave

- (a) Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, **1974**, except where amended in this provision.
- (b) The service requirement for eligibility for maternity leave shall be ten (10) months of continuous service.
- (c) 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.
- (d) The nurse has the right to extend the maternity leave to six (**6**) months in total. Written notice by the nurse to extend the maternity leave will be given at least two (**2**) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (**2**) weeks prior to the termination of the initially approved leave.
- (e) The nurse shall re-confirm her intention to return to work on the date originally approved in subsection (c) or (d) above by written notification received by the Home at least two (**2**) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (f) Nurses hired to replace nurses who are on approved maternity leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, the nurse

shall be credited with seniority from date of hire subject to successfully completing her probationary period.

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

- (g) The Home may require a nurse to commence maternity leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially **affected** by the pregnancy.
- (h) On confirmation by 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 per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Home 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.

13.08

Adoption Leave

- (a) Where a nurse with at least ten (10) months of continuous service legally adopts a child, such nurse shall be entitled to a leave of absence, without pay, for a period of up to six (6) months duration, consideration being given to any requirements of adoption authorities. The nurse shall advise the Home as far in advance as possible with respect to a prospective adoption and **shall** request the leave of absence, in writing, upon receipt of confirmation of the

pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.

- (b) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (c) Nurses hired to replace nurses who are on approved adoption leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period.

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

13.09

Education Leave

- (a) 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.
- (b) A nurse shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which nurses are enrolled to upgrade their nursing qualifications.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the nurse's employment at the Home may be granted at the discretion of the Home upon written application by the nurse to the Director of Nursing or her designate.

13.10

Professional leave with pay will be granted to nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

13.11 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 the leave.
- (c) 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. Only one (1) nurse from either the full time or part time bargaining unit shall be allowed off at any one time.
- (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 nurses's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave 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 the Hospitals of Ontario 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.

- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given 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.
- (l) 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:
 - (a) A statement that the nurse is entering the pre-paid leave program in accordance with

Article 13.11 of the Collective Agreement.

- (b) The period of salary deferral and the period for which the leave is requested.
- (c) The manner in which the deferred salary is to be held.

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

ARTICLE 14 - SICK LEAVE AND LONG TERM DISABILITY

- 14.01 The Home will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure.

The Home will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan). The nurse will pay the balance of the billed premium through payroll deduction.
- 14.02 There shall be no pay deduction from a nurse's regular scheduled tour when a nurse has completed any portion of the tour prior to going on sick leave benefits or Workers' Compensation benefits.
- 14.03 Nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.
- 14.04 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance arbitration under the provisions of this Agreement.
- 14.05 The Home further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in **any** calendar year.
- 14.06 Absences due to pregnancy related illness shall be considered **as** sick leave under the sick leave plan.
- 14.07 A nurse who is absent from work as a result of an illness or injury sustained **at work** and who has been awaiting approval of claim for Workers' Compensation for a period longer than one complete pay period may

apply to the Home for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the nurse provides evidence of disability satisfactory to the Home and a written undertaking satisfactory to the Home that any payments will be refunded to the Home following 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 **towards** the benefits to which the nurse would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen weeks.

ARTICLE 15 - HOURS OF WORK - SCHEDULING

15.01 The following provision designating regular hours on a daily tour and regular daily tours over the nursing schedule determined by the Home shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule.

Subject to Article 15.02 below:

- (a) The normal daily tour shall be seven and one-half (7 1/2) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period, it being understood that at the change of tour 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, however, the entire period shall be considered overtime for the purposes of payment under Article 16.
- (b) Nurses shall be entitled, subject to the exigencies of resident care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour. The relief periods may be taken off the unit in a place **so** provided.
- (c) The regular daily tours of duty of a nurse shall average five (5) days per week over the nursing schedule determined by the Home.
- (d) Where a nurse notifies the Director of Nursing that she was unable to take a meal break due to

the requirement of providing resident care she shall be paid time and one half her regular straight time hourly rate for all time worked in excess of her normal daily hours.

15.02 No nurse shall be scheduled to work more than seven (7) consecutive days without consent and a nurse will not be required to work seven (7) consecutive days more than three (3) times during each **six** (6) week period.

If a nurse is required by the Home to work more than seven (7) straight consecutive days, she shall be paid at one and one-half times her regular straight time hourly rate for the eighth (8th) and subsequent day **so** worked. Such premium payment will not apply where:

1. The eighth (8th) and subsequent day has been worked by the nurse to satisfy specific days off requested.
2. Such nurse has requested to work the eighth (8th) and subsequent day.
3. The eighth (8th) and subsequent **day** is worked as a result of an exchange of tours with another nurse.

15.03 No nurse shall be required to work split days or split tours without consent.

15.04 No **less** than fifteen and one-half (15 1/2) hours between the working tours of a nurse will be scheduled. When a nurse has worked six (6) or more consecutive nights, she shall receive at least **forty-eight** (48) hours off following her scheduled night duty. If a nurse is required by the Home to **work**:

- 1) with less than fifteen and one-half (15 1/2) hours **off** between working tours, or,
- 2) with less than **forty-eight** (48) hours off following **six** (6) or more consecutive night tours;

She shall be paid at one and one half times her regular straight time hourly rate for the first tour worked.

A shorter period of time between changes of tour may be scheduled by mutual consent in which case no premium payment will apply.

15.05 (a) A nurse may request permanent evening or night work and such request may be granted at the Home's discretion. It is understood that the Home may

require the nurse to work on a day tour for a period of six (6) weeks in a calendar year.

- (b) Nurses who are working on permanent tours as of April 11, 1985 will not be changed except by mutual agreement.

15.06 (a) The Home shall schedule on the basis of granting a nurse at least one weekend off in two (2). When a nurse is required to work on the second successive weekend she shall be paid time and one-half of her regular straight time hourly rate for the regular hours so worked. This overtime payment shall apply for every subsequent weekend worked until the weekend off is scheduled. This overtime payment will not apply where (i) a weekend has been worked by the nurse to satisfy specific days off requested by such nurse (ii) such a nurse has requested weekend work (iii) a weekend is worked as the result of an exchange of tours with another nurse.

- (b) Nurses who are working on a Monday to Friday basis as of April 11, 1985 will not be changed except by mutual agreement.

15.07 A weekend shall be defined as fifty-five and three quarter (55 3/4) hours off work during the period following the completion of the Friday day tour until the commencement of the Monday day tour.

15.08 Time schedules shall be posted two (2) weeks in advance and shall cover a six (6) week period. The Employer will endeavour to accommodate requests by nurses for specific days off.

15.09 The tours of any day shall be considered to be those tours in which the majority of the hours fall between 0001 hours and 2400 hours.

15.10 Scheduling regulations may be waived between December 15th and January 15th so that all nurses will receive five (5) consecutive days off at either Christmas or New Years. Time off at Christmas shall include December 24 (following completion of day shift), 25 and 26 and time off at New Year's shall include December 31 (following completion of day shift) and January 1. The Home will endeavour to schedule more than five (5) consecutive days off in the case of an individual nurse. In the event that a nurse receives less than five (5) consecutive days as above, she will be paid at one and one-half times her regular straight time hourly

rate for the first tour **so** worked. This provision shall not **apply** to nurses who normally work Monday to Friday and are not normally scheduled to work on recognized holidays.

ARTICLE 16 - PREMIUM, PAYMENT

- 16.01 If a nurse is authorized to work in excess of the hours referred to in Article 15.01 (a) or (c), she shall receive overtime premium of one and one-half times her regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of, her normal daily tour, If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 15.01 (a) and (c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her scheduled day off shall receive overtime premium of one and one-half times her regular straight time hourly rate, This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.
- 16.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour on the request of a nurse or 'an exchange of tours by two nurses. It is understood normal hours include those required to accommodate the change to daylight savings time from standard time or vice-versa to which the other provisions of the Articles dealing with Hours of **Work** and overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change to daylight savings time from standard time and vice versa.
- 16.03 Where **a** nurse is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half **her** regular straight time hourly rate and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled

tour for such nurse) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

- 16.04 Where a nurse has completed her regularly scheduled tour and left the Home and is called in to work outside her regularly scheduled working hours, she shall receive time and one-half her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half her regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her regularly scheduled shift. In such a case, she will receive time and one-half her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.
- 16.05 In computing a full-time nurse's regular straight time hourly rate under this Collective Agreement such rate shall be established by dividing the product of the nurse's regular monthly salary exclusive of any allowance or premium pay times twelve (12) by the regular average weekly hours times fifty-two (52).
- 16.06 The nurse may have the option of selecting compensating time off with pay at the appropriate premium rate in lieu of overtime hours (other than hours relating to paid holidays). Where a nurse chooses equivalent time off such time off must be taken within ninety (90) days on mutually agreed upon basis between the nurse and the Home or payment in accordance with the former option shall be made.
- 16.07 A nurse shall be paid a shift premium of forty-five cents (\$0.45) per hour for each hour worked outside the normal hours of the day shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate.
- 16.08 It shall be the responsibility of the nurse to consult posted work schedules, The Home will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse. Where less than forty-eight (48) hours' notice is given personally to the nurse, time and one-half of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule.
- 16.09 Effective April 1, 1990, a nurse shall be paid a

weekend premium of forty-five (45) cents per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday or such other forty-eight (48) hour period as the parties may establish. If a nurse is receiving premium pay under Article 15.06(a) she will not receive weekend premium under this provision.

ARTICLE 17 - PAID HOLIDAYS

17.01 A nurse who otherwise qualifies under Article 17.02 hereunder shall receive eleven paid holidays as follows:

New Year's Day	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	2nd Monday in November
Victoria Day	(effective Apr. 1, 1989)
Canada Day	Christmas Day
	Boxing Day

In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of this Agreement, such holiday will be substituted for one of the above mentioned holidays. The designation of the additional holiday for an existing holiday shall be subject to mutual agreement by the parties and such designation shall not add to the present number of holidays.

17.02 In order to qualify for pay for a holiday, a nurse shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Home or the nurse was absent due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Home;
- (c) the nurses' regular scheduled day **off**;
- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day. A nurse receiving Worker's Compensation Benefits

for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Worker's Compensation Benefits and the holiday pay.

- 17.03 Holiday pay will be computed on the basis of the nurse's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 15.01(a).
- 17.04 Subject to Article 17.02:
- (a) Where a holiday falls during a nurses' scheduled vacation period, her vacation shall be extended by one (1) day unless the nurse and the Home agree to schedule a different day off with pay.
 - (b) Where a holiday falls on a nurse's scheduled day off an additional day off with pay will be scheduled at a time mutually agreed upon.
- 17.05 A nurse required to work on any of the foregoing holidays shall be paid at the rate of time and one-half her regular straight time rate of pay for all hours worked on such holiday subject to Article 16.03. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 15.01 (a).
- 17.06 Where a nurse is entitled to a lieu day under 17.04 or 17.05 above, such day off shall be taken on a day arranged between the Home and the nurse and such day shall be granted within thirty-five (35) calendar days of the holiday or payment shall be made in accordance with Article 17.03. The Home will endeavour to schedule a lieu day with other days off.
- 17.07 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.
- 17.08 Nurses on staff as of April 11, 1985 who are not normally scheduled to work on recognized holidays will not be changed except by mutual agreement.

ARTICLE 18 - VACATIONS

- 18.01 For the purpose of calculating vacations and eligibility the fiscal year shall be from May 1st of

any year to April 30th of the following year.

18.02

All nurses shall receive vacations with pay based on length of full-time continuous service as follows:

- (a) Nurses who have completed less than one (1) year of full-time continuous service as of April 30 shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of 6% of gross earnings.
- (b) Nurses who have completed one (1) or more years of full-time continuous service as of April 30 shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c) Nurses who have completed three (3) or more years of full-time continuous service as of April 30 shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (d) Nurses who have completed seventeen (17) or more years of full-time continuous service as of April 30 shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year. Effective in the 1989 vacation year the service requirement for five (5) weeks vacation shall be fifteen (15) or more years of full time continuous service.
- (e) Effective in the 1989 vacation year nurses who have completed twenty-five (25) years or more of full-time continuous service as of April 30 shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) If a nurse works or receives paid leave for less than 1525 hours in the vacation year she will receive vacation pay based on a percentage of her gross salary for work performed on the following basis:

3 week entitlement - 6%

- 4 week entitlement - 8%
- 5 week entitlement - 10%
- 6 week entitlement - 12%

18.03 For the purpose of vacation entitlement, service for those nurses whose status is changed from part time to full time or vice versa shall mean the combined service as a part time and full time nurse employed by the Home and accumulated on a continuous basis. For the purpose of this Article, 1500 hours of part time service shall equal one (1) year of full time service and vice versa.

18.04 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 to the date of her separation, it being understood and agreed that the nurse will provide at least two (2) weeks' notice of termination.

18.05 Vacations may be taken at any time during the calendar year that the particular qualifying date, April 30th, occurs subject to needs of efficient operations of the Home. The first three (3) weeks of vacation shall be allotted to a nurse on a concurrent basis. Such vacation shall begin or end with a weekend off. The fourth or fifth week of vacation will be allotted to a nurse at a mutually acceptable time to the nurse and the Home. Nurses with the greater length of services with the Home will have first choice of vacation dates, provided that they indicate their preference to the Home before March 15th in order that the vacation schedule may be posted by April 1st. However, a nurse may exercise her seniority rights on a once only basis during each vacation year. Vacations shall not accumulate from year to year.

ARTICLE 19 - HEALTH AND WELFARE BENEFITS

19.01 The Home agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible nurses in the active employ of the Home under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements:

- (a) The Home agrees to pay 100% of the billed premium towards coverage of eligible nurses in the active employ of the Home under the Ontario Health Insurance Plan.

- (b) The Home agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Home under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (c) The Home agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Home under the existing Blue Cross Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the nurse through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (maximum \$300/person) and vision care (maximum \$60 every 24 months). Effective April 1, 1989 the deductible for the Extended Health Care Plan will be \$15.00 (single) and \$25.00 (family).
- (d) The Home agrees to contribute 90% of the billed premiums towards coverage of eligible nurses in the active employ of the Home under H.O.O.G.L.I.P. providing the balance of the monthly premium is paid by the nurse through payroll deduction. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the nurse is entitled. Effective April 1, 1989 the Home's contribution to the Group Life Insurance Plan will be 100%.
- (e) The Home agrees to contribute 50% of the billed premiums towards coverage of eligible nurses in the active employ of the Home under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the nurse through payroll deduction. Effective April 1, 1990, the Home's contribution to the Dental Plan will be 75%.
- (f) Hospitals of Ontario Voluntary Life Insurance Plan

The Home also agrees to make the Hospitals of Ontario Voluntary Life Insurance Plan (HOOV.LIP) available to the nurses subject to the provisions of HOOVLIP at no cost to the Home,

- 19.02 For newly hired nurses, coverage as set out in Article 19.01 shall be effective the first billing date in the month following the month in which the nurse was first employed subject to any enrollment or other requirements of the Plan.
- 19.03 The Home may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Home will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 19.04 All present nurses enrolled in the Home's pension plan shall maintain their enrollment in the Plan subject to its terms and conditions. New nurses and nurses employed but not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.
- 19.05 The Home shall continue to pay the premiums for benefit plans for nurses who are on paid leave of absence or Workers' Compensation or at any time when salary is received, or as provided in Article 12.03. Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided **also** that the layoff does not exceed one year.
- 19.06 (a) The Home shall provide each nurse with information booklets outlining all of the current provisions in the benefits plans defined in Article 19.01 and Article 19.04. Upon request, the Home will make the Plans available to the Association for inspection,
- (b) The Home shall notify the Association **of** the name(s) of the carrier(s) which provide the benefits plans defined in Article 19.01 and Article 19.04. The Home shall also provide the Association with a copy of all current information booklets provided to the nurses.
- 19.07 Unemployment Insurance Rebate
- The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The nurses' share of the employer's unemployment insurance premium reduction will be retained by the Home towards offsetting the cost of the benefit improvements contained in this Agreement.

ARTICLE 20 - MISCELLANEOUS

- 20.01 Copies of this Collective Agreement in a mutually suitable booklet form will be provided to each nurse covered by the Collective Agreement. The cost of printing the Collective Agreement will be shared **equally** by the **Home** and the Association.
- 20.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where **the** context **so** requires. Where the singular is **used**, it **may** also be deemed to mean plural and vice versa.
- 20.03 It shall be the duty of **each** nurse **to** notify the Home promptly of any change in address or phone **number** or any change in temporary residency. 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.
- 20.04 Medical examinations, re-examinations and any tests required under the Charitable Institutions Act **will** be provided by the Home in compliance with the Regulations. The nurse may **choose her** personal physician for all such examinations, except the **pre-**employment medical, unless the Home has a specific objection to the physician selected,
- 20.05 Prior to effecting any changes in rules or policies which affect nurses covered by this Agreement, the Home will discuss the **changes** with the Association and provide copies to the Association,
- 20.06 **The** Home shall **provide a** bulletin board for **the** use of the Association in posting notices of the Association to its members. Such notices must have the approval of the Personnel Director, or his appointee, prior to such posting, which **such** approval shall not be unreasonably withheld.

ARTICLE 21 - COMPENSATION

- 21.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix 1 attached to and forming part of this Agreement.
- 21.02 A Graduate **Nurse** in the employ of the Home upon presenting proof of **current** certification by the College of Nurses of Ontario shall be given **the salary** of the Registered Staff Nurse as provided **in this** article effective the date the nurse presents proof o

successfully passing the certification examination to the Director of Nursing or her designate or to the date of last hire whichever is later.

- 21.03 A Registered Nurse is required to present to the Director of Nursing or her designate before February 15th of each year her current Certificate of Competence. Such time shall be extended for satisfactory reasons. Failure to provide proof of certification by the above date (or extended date) shall result in the nurse being reverted to the salary status of a graduate nurse. Reinstatement to the status of Registered Nurse shall be effective the first pay period following the date of presentation of proof of certification as above.
- 21.04 Graduate Nurses who become Registered Nurses shall be placed on the level in the Registered Nurse's salary grid which represents an increase in salary.
- 21.05 Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The nurse shall co-operate with the Home by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Home will credit a new nurse with one (1) annual service increment for every two (2) years of experience up to a maximum of Level 6 (i.e. 5th year increment).
- If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Home. The Home may also give effect to part-time nursing experience in special circumstances.
- 21.06 Each nurse will be advanced from her present level to the next level set out in the Salary Schedule, twelve (12) months after she was last advanced on her service review date. If a nurse's absence without pay from the Home exceeds thirty (30) continuous calendar days during each twelve (12) month period, her service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.
- 21.07 A part time nurse whose status is altered to full time will assume her same level on the full time grid. A

full time nurse whose status is altered to part time will assume her same level on the part time grid. In addition, a nurse who is **so** transferred will be given credit for service accumulated since the date of her last advancement.

- 21.08 (a) 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, If requested, the Home agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Home and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 9, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved.

Any change in the rate established by the Home either through meetings with the Association or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

- (b) If a nurse becomes disabled with the result that she is unable to carry out the regular functions of her position, the Home **may** establish a special classification and salary with the hope of providing an opportunity for continued employment.

- 21.09 A nurse who is assigned the responsibility of relieving the Director of Nursing for a period of one full tour or more, at times when the Director of Nursing would otherwise be working shall be compensated at seventy-five (75) cents per hour in addition to her regular salary.

- 21.10 The salary schedule shall be retroactive and apply to

all nurses in the bargaining unit as of April 1, 1988 on the basis of each **hour paid** to them from April 1, 1988 to the effective date of the salary schedule. The Home shall be responsible to contact in **writing** at their last known addresses, any nurses who have left the employment of the Home and/or the bargaining unit since April 1, 1988 to advise them of their entitlement to any retroactive adjustment within fifteen (15) days following ratification. Such employees will have a period of thirty (30) days after the mailing of the notice in which to claim such adjustments and not thereafter.

ARTICLE 22 - DURATION

- 22.01 This Agreement shall continue in effect until March 31, 1991 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration **date**.
- 22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

Dated at Guelph, Ontario this 18th day of December 1988.

FOR THE HOME

FOR THE ASSOCIATION

Frank Kefauver
Chairman, Board of Trustees

Ann Harper

L. Patricia Lehner
Executive Director

Dore Brown etc

[Signature]
Administrator

[Signature]
Director of Personnel

Appendix I

Salary Schedule (Full Time)

The monthly and regular straight time hourly salary rates shall be as follows:

<u>Classification</u>		<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>	<u>After 4 Years</u>	<u>After 5 Years</u>	<u>After 6 Years</u>	<u>After 7 Years</u>	<u>After 8 Years</u>	<u>After 9 Years</u>
<u>Registered Nurse</u>											
May 21, 1988	MONTHLY	2575.55	2673.38	2715.06	2763.67	2825.96	2881.64	2944.28	3013.88		
(retroactive to April 1, 1988)	HRLY.	15.85	16.45	16.71	17.01	17.39	17.73	18.12	18.55		
April 1, 1989	MONTHLY	2627.06	2766.95	2810.09	2860.40	2931.93	2989.70	3054.69	3126.90	3173.80	
	HRLY.	16.17	17.03	17.29	17.60	18.04	18.40	18.80	19.24	19.53	
April 1, 1990	MONTHLY	2732.14	2877.63	2922.49	2974.82	3049.21	3109.29	3176.88	3251.98	3300.75	3350.26
	HRLY.	16.81	17.71	17.98	18.31	18.76	19.13	19.55	20.01	20.31	20.62
<u>Graduate Nurse</u>											
May 21, 1988	MONTHLY	2491.50	2588.67	2630.32	2678.94	2743.82	2796.73	2859.36	2928.97		
(retroactive to April 1, 1988)	HRLY.	15.33	15.93	16.19	16.49	16.89	17.21	17.60	18.02		
April 1, 1989	MONTHLY	2541.33	2679.27	2722.38	2772.70	2846.71	2901.61	2966.59	3038.81	3084.39	
	HRLY.	15.64	16.49	16.75	17.06	17.52	17.86	18.26	18.70	18.98	
April 1, 1990	MONTHLY	2642.98	2786.44	2831.28	2883.61	2960.58	3017.67	3085.25	3160.36	3207.77	3255.89
	HRLY.	16.26	17.15	17.42	17.75	18.22	18.57	18.99	19.45	19.74	20.04

APPENDIX 2

List of Professional Responsibility
Assessment Committee - Chairpersons