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COLLECTIVE AGREEMENT

Between

BEACON HILL LODGES INC.
(Thunder Bay, Ottawa, Windsor, Hamilton)
(Hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

And

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

PARTY OF THE SECOND PART

Expiry: Dec. 31, 1993

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PARTY OF THE SECOND PART

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01 (a) The Employer recognizes the Association as the exclusive Bargaining agent for all Registered and Graduate Nurses, at each of the Employer's existing facilities in the cities of Windsor, Hamilton, Ottawa and Thunder Bay, Ontario, employed in a nursing capacity **save** and except the Associate Director of Nursing and persons above the Associate Director of Nursing and persons covered under subsisting

Collective Agreements at each of these facilities.

- (b) 1) A full-time nurse is a nurse who is regularly scheduled for the agreed upon standard number of hours as set out in Article 18.00 of the Agreement.
- 2) A regular part-time nurse is a nurse who is regularly scheduled for less than the agreed upon standard number of hours as set out in Article 18.00 of this Agreement.
- 3) A casual part-time nurse is a nurse who is employed on a relief or replacement basis, and is available for call as circumstances demand, and such a nurse has the option of refusing work when it is made available to her.

2.02 All references to officers, representatives and committee members covered by this Agreement shall be deemed to mean officers, representatives and committee members of the duly chartered local.

2.03 A Registered Nurse is defined as a person who is registered by the college of Nurses of Ontario in accordance with the Health Disciplines Act, 1980, as amended.

2.04 A Graduate Nurse is defined as a nurse who is a graduate of a program acceptable to the College of Nurses of Ontario and is 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.

The continued employment of a graduate nurse shall be in compliance with the Nursing Home Act.

A graduate nurse shall notify the Employer of the results of the College of Nurses exam(s) she writes.

A graduate nurse in the employ of the Employer upon presenting proof of current Certificate of Competence by the College of Nurses of Ontario shall be given the salary of the registered staff nurse as provided in this **Article** retroactive to the date of sitting the certification examination or the date of last hire, whichever is later.

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

ARTICLE 3 - NO DISCRIMINATION

- 3.01 There shall be no discrimination on the part of the Employer or the Association by reason of race, **creed**, colour, marital status, sex, nationality, ancestry, place of origin, residence, age, political affiliation, or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination, or other terms of employment.
- 3.02 There shall be no discrimination, interference, restraint, intimidation or coercion by or on behalf of the Employer regarding any nurse because of membership in or activities on behalf of the Association. The Association shall not intimidate or coerce nurses into membership.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Association agrees that, during the lifetime of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout. The meaning of the words "**strike**" and "lockout" shall be as defined in **the Labour Relations Act, R.S.O. 1980**, Chapter **228** as amended.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Except **as** otherwise provided in this Agreement, the management of the Nursing Home and the direction of the work force shall be vested exclusively in the Employer. Management and direction shall include the right to plan, direct and control the operation of the Nursing Home: to hire, promote, demote and transfer; to increase or decrease the **work** force; to determine the work to be done: to discipline, to suspend: to discharge for just cause: to establish and enforce reasonable rules and regulations toward governing the conduct of employees and **toward** maintaining order, discipline and efficiency. Exercise of management rights shall not be inconsistent with the provisions of this Agreement.

ARTICLE 6 - ASSOCIATION REPRESENTATION

- 6.01 The Employer recognizes the following representation:
- a) **A** negotiating committee consisting of one **(1) nurse** from each home for a total committee of four **(4)**

nurses.

- b) A grievance committee of two (2) nurses from each home.
- c) A nurse representative in each home who may assist nurses in presenting grievances and in representing the Association in the discussion of matters concerning the interpretation of this agreement. Such nurse should come from the grievance committee noted in part (b) above.

6.02 The Association shall have the right, at their own expense, to have the assistance of representatives or consultants from outside the employ of the Employer.

6.03 The Association will notify the Employer in writing of the names of its officers, Nurse Representatives and Negotiating Committee Members. When changes occur, the Employer agrees to recognize only those Employees named by further notification.

6.04 Members of Association Committees recognized by the Employer shall not suffer any loss in pay for time spent while attending such Committee meetings with the Employer.

6.05 (a) Nurse Management Committee

The Employer shall recognize a committee in each nursing home which shall be composed of two (2) Association members to meet with two (2) representatives of the Employer as a joint Nurse-Management committee. Meetings of this committee shall be held once a month to discuss and examine those matters which are of mutual concern but excluding any matters pertaining to negotiations and any matters pertaining to actual grievances.

(b) The duties of Chairperson shall alternate between the parties every six (6) months or as otherwise mutually agreed. Where possible agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting.

Minutes shall be maintained of matters referred to the Committee and the disposition of such matters. Copies of the Minutes shall be provided to Committee members within seven (7) calendar days of each meeting.

6.06 Occupational Health & Safety Committee

The Employer agrees to accept **as a** member of its Health and Safety Committee one (1) representative selected or appointed by the Association from amongst Bargaining Unit employees. Time spent at such meetings is to be considered as time worked and will be paid at the appropriate rate, in accordance with the Ontario Occupational Health and Safety Act.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer shall deduct monthly from the pay due to each nurse who is covered by this Agreement a sum equal to the monthly Association dues of each such nurse. The Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association head office monthly, by the fifteenth (15th) of the following month, its cheque for the dues so deducted, along with a list of names of the nurses from whose pay deductions have been made. This list shall also show the amount of dues deducted per nurse and the Social Insurance Number of each nurse. Once annually, in January of each year, the Employer will provide the Association with a list of the addresses of the nurses.
- 7.02 The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 7.03 The Employer will provide each nurse with a T-4 supplementary slip showing the dues deducted in the previous year, for income tax purposes.
- 7.04 A. In order to protect the standard of nursing care, the Employer shall not contract out the work normally performed by members of this bargaining unit except:
- a) for purposes of instruction;
 - b) in the event of an emergency situation;
 - c) when performing developmental or experimental work, or
 - d) when nurses are not available due to a nurse not reporting for work **as** scheduled or not being available for work.
- B. Reassignment to other employees of work normally

performed by members of the bargaining unit shall not result in the termination, layoff or reduction in hours of any member of the bargaining unit.

- C. When it is decided to not fill a position following a nurse's resignation, the Home will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representation on this matter.

ARTICLE 8 - GRIEVANCES

- 8.01** Parties to this Agreement believe that it is important to adjust grievances as quickly as possible. For the purposes of this Agreement a grievance is defined as a difference between the parties relating to the interpretation, application, administration or an alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- 8.02** At the time **formal** discipline is imposed or at any stage of the grievance procedure beginning with Step 1, a nurse is entitled to be represented by her nurse representative. Accordingly, a nurse will be given reasonable notice of any meeting with the Employer where discipline or termination (including a resignation) may be discussed.
- 8.03** Where a nurse has elected to have the Nurse Representative in attendance at the presentation of her grievance, the Employer will provide the Nurse Representative with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the nurse.
- 8.04** It is understood that a nurse has no grievance until she has first given the Director of Nursing the opportunity of adjusting her complaint.

If a nurse or group of nurses has a complaint, she shall discuss it with the Director of Nursing within ten (10) working days after the circumstances giving rise to the complaint have originated or occurred.

If the Director of Nursing is unable to adjust the complaint to their mutual satisfaction within the ten (10) working days, the nurse may proceed with the grievance procedure within five (5) working days following the Director of Nursing's decision.

The procedure shall be as follows:

Step 1

The nurse shall reduce her grievance to writing and present **it** to the Director of Nursing, not later than ten (10) days following the event giving rise to the grievance. Within a further ten (10) days, the Director of Nursing shall arrange **a** mutually convenient time to meet the **grievor** and should she **so** elect, the Nurse Representative, to discuss the matter. Should the matter then be resolved, the written document shall be so noted and signed by both parties.

Should the matter not be resolved, the Director of Nursing will reduce her reply to writing with a further seven (7) days, and if the reply is unsatisfactory to the **grievor**, Step 2 may be followed within a further seven (7) days.

Step 2

Failing a satisfactory settlement under Step 1, the grievance may be presented to the Administrator within **a** further seven (7) days. Upon receipt, the Administrator shall arrange a mutually convenient time to meet with the **grievor**, and should she **so** elect, her Nurse Representative, within **a** further seven (7) days to discuss the matter. Should the matter then be resolved, the written documents shall be so noted and signed by both parties. Should the matter not be resolved, the Administrator will reduce his\her reply in writing within a further seven (7) days. If such reply is not satisfactory to the nurse, the grievance may then be referred to arbitration.

8.05

It is understood that the Employer may bring forward to the Association any grievance **as** defined in Article 8.01, and that if such grievance **is** not settled to the mutual satisfaction of the conferring parties it may be reduced to writing, and the written grievance sent to the Chief Executive Officer or her nominee of the Ontario Nurses' Association.

If such **a** complaint is not settled to the satisfaction of the Employer, the Chief Executive Officer of the Ontario Nurses' Association, or her nominee shall within fourteen (14) days after the mailing or delivery of the written grievance by the Employer, give a reply in writing to the Employer. If the written reply has not settled the grievance to the satisfaction of the Employer or if no written reply is received, the Employer within fourteen

(14) days after mailing or delivery of the written grievance to the Chief Executive Officer or her nominee of the Ontario Nurses' Association, the Employer may within fourteen (14) days after the receipt of the reply, or within twenty-eight (28) days after the mailing or delivery of the grievance in case no written reply is received, refer the grievance to arbitration in accordance with the procedure outlined in Article 9.01.

8.06 Policy Grievance

The Association may institute a grievance consisting of an allegation of a general misinterpretation or violation by the Employer of this Agreement in writing, and such shall be processed in accordance with the Grievance Procedure commencing at Step 2, provided it is presented within twenty (20) days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting a nurse or nurses which such nurse or nurses could themselves initiate. Therefore, the regular Grievance Procedure shall not be thereby bypassed unless the nurse or nurses have refused to file a grievance within the prescribed time limits after being so requested by the Association, and the alleged grievance directly affects the interests of other nurses: this shall not apply to disciplinary grievances or matters arising from the application of the competitive clauses of this Agreement.

8.07 Group Grievance

In the event of a grievance common to a group of nurses, the Association may file a group grievance on behalf of such a group commencing at Step 1 of the grievance procedure subject to Article 8.04. Such a group grievance will be signed by all the affected nurses.

8.08 Should a grievance arise out of the discharge or suspension of a nurse, it shall proceed directly to Step 2 of the Grievance Procedure. It must be presented in writing dated, and signed, within ten (10) days following the date of discharge or suspension.

8.09 If no reply is received by the grievor at any step of the grievance procedure within the given time limits, the grievance may be referred to the next step.

8.10 Unless otherwise agreed in writing, the Employer and the Association shall comply with the time limits set out in

their Agreement, respecting any grievance, otherwise the grievance shall be deemed to be abandoned.

ARTICLE 9 - ARBITRATION

9.01 Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Association may, within ten (10) days of the Employer's reply, notify the Employer in writing of its desire to submit the grievance to arbitration and at the same time appoint its nominee to the Board of Arbitration. Within ten (10) days thereafter the Employer will advise the Association of its nominee to the Board of Arbitration. The two (2) nominees so appointed shall select a third member who shall be Chairperson, but should they not do so within ten (10) days, then either party may apply to the Ontario Labour Management Arbitration Commission to appoint a person to be Chairperson.

The award of the Arbitration Board shall be final and binding upon both parties. Any clarification of the meaning of an award shall be clarified by the Chairperson of the Board.

The time limits fixed by this procedure may be extended by consent of the parties to this Agreement. Each party shall pay the costs of the Arbitrator it appoints; one-half (%) of the costs of the Chairperson and one-half (+) of the costs of and expense of the Board for clerical work, supplies and rents, etc.

9.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9.03 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved.

The Board of Arbitration shall not have any power to add to or amend any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the **terms** and provisions of this Agreement. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

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No practices or customs shall become binding upon the employer unless reduced to writing and agreed to by the Association and the employer.

- 9.04 Where a Board of Arbitration determines that a nurse has been disciplined without just cause, the Board may vary or set aside the penalty for the discipline as the Board deems reasonable.
- 9.05 The parties may, by written agreement, substitute a sole arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.
- 9.06 Saturdays, Sundays and paid holidays as set out in this Agreement will not be counted in computing the time within which any action is to be taken or completed under the provisions of the Grievance and Arbitration procedures.

ARTICLE 10 - SENIORITY

10.01 Definition

- a) Seniority is defined as the length of service with the Employer from the last date of employment. A part-time nurse shall accumulate seniority and service on the basis of 1500 hours paid equals 1 year of seniority and service.

Note: Prior to June 7, 1982 at the Hamilton Nursing Home a part-time nurse accumulated seniority on the basis of one (1) year for each 1600 straight time hours worked from date of last employment).

- b) The Employer will maintain separate seniority lists for full-time and part-time nurses, revise them twice yearly in January and July, and supply a copy to the Association.
- c) A part-time nurse whose status is altered to full-time will be given credit for seniority and service on the basis of 1500 paid hours being equivalent to one (1) year of full-time seniority and service and vice versa. In addition, a nurse whose status is so altered will be given credit for hours accumulated since date of last advancement proportionate to a full year.

10.02 Probationary Period

Full-time nurses shall be considered probationary nurses until they have worked 450 hours from the date of last employment, after which time, their continuous service for all purposes of this Agreement shall date from the date of employment.

The probationary period for regular part-time nurses shall be 450 hours worked or six (6) calendar months whichever occurs first. The probationary period for casual part-time nurses shall be 360 hours worked or eight (8) calendar months whichever occurs first after which time their continuous service for all purposes of this agreement shall date from the date of employment.

If a nurse is transferred, laid off or dismissed during the probation period and if such action by the Employer becomes a grievance culminating in arbitration the Arbitration Board shall have no jurisdiction to reinstate the nurse so transferred, laid off or terminated, unless it was proven to the Arbitration Board that the nurse was transferred, laid off or dismissed because of discrimination related to age, race, religion or sex, or because the nurse instigated a grievance under the Collective Agreement. The probation period may be extended by mutual agreement between the Employer and the Association.

10.03 The Employer and the Association agree that in the case of promotions, the following factors will be considered;

- a) performance, current skill, ability, experience, knowledge and education;
- b) length of continuous service.

Where the qualifications in factor (a) are relatively equal, factor (b) shall govern.

10.04 Lay-off and Recall

- a) A lay-off of nurses shall be made on the basis of seniority, based on an integrated seniority list of all hours paid since date of last hire. It is understood and agreed that through the bumping procedure the first to be laid off are probationary nurses followed by those who work casual or relief shifts. No agency or new hires will be used when there is a nurse on lay-off provided that the nurses on lay-off will meet the staffing requirements of the

Home.

Recall to a regular part-time or full-time position shall be in reverse order of seniority. A nurse will respond to a registered notice of recall within seven calendar days of receipt of same and shall be available for work within an additional 14 days unless otherwise agreed.

The Home and Association will meet and discuss the lay-offs at the earliest opportunity. This discussion will include the service which the Home will undertake after the lay-off.

- b) In the event of a pending lay-off of a permanent or long-term nature, the Home will:
 - i) Provide the Association with at least thirty (30) days notice, or the notice given to the most senior employee laid off, whichever is greater:
 - ii) Meet with the Association to review the following:
 - a) the reasons causing the lay-off;
 - b) the service which the Home will undertake after the lay-off;
 - c) the method of implementation, including areas of cutback and the nurses to be laid off.

It is understood that permanent or long-term nature means a lay-off which will be longer than thirteen weeks.

Notice of lay-off shall be in accordance with the Employment Standards Act.

10.05 Severance Pay

Severance pay will be in accordance with the provisions of the Employment Standards Act.

10.06 Notices

Any notice to any nurse under this Agreement may be given personally in writing or by telegraph or pre-paid registered post addressed to the nurse at the last address shown on the seniority list or on the payroll of the

Employer and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.

10.07 Seniority rights and a nurse's employment shall be deemed to be terminated for the following reasons:

- (a) If the employee resigns.
- (b) If the employee is discharged and not reinstated through the grievance and arbitration procedure.
- (c) If the employee is absent for two (2) consecutive working days without advising the Nursing Home unless a satisfactory reason is given by the nurse.
- (d) If the employee is laid off for a period of twelve (12) months.
- (e) If the employee fails to return to work following an authorized leave of absence unless a satisfactory reason is given or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
- (f) If the employee, upon recall from lay-off, fails to return to work within twenty-one (21) calendar days from date of recall unless a satisfactory explanation is given by the nurse. Notice of recall shall be sent by registered mail to the last known address according to the records of the Nursing Home.
- (g) If the employee is absent from work due to disability when such absence continues for more than twenty-four (24) months.

10.08 Seniority for a full-time nurse shall be retained and continue to accumulate when the nurse is absent from work under the following conditions:

- (a) approved leave of absence with pay;
- (b) when in receipt of sick leave pay;
- (c) when in receipt of Worker's Compensation subject to the limits of above;
- (d) approved leave of absence without pay, not exceeding thirty (30) continuous days.

10.09 Seniority shall be retained but will not accumulate when

a nurse is absent from work under the following circumstances:

- (a) approved leave of absence without pay:
- (b) for a period of one (1) year after illness allowance credit has been used in the case of full-time nurses and for a period of one (1) year for illness or accident in the case of, ~~part-time~~ nurses:
- (c) when laid off due to reduction in the nursing staff for a period of one (1) year:

10.10 Transfers Out of the Bargaining Unit

A nurse who substitutes temporarily in a position outside the bargaining unit shall be covered by the Collective Agreement for the duration of the assignment. Bargaining unit nurses shall be given the first opportunity to fill the resulting vacancy.

- 10.11** A nurse who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three months shall be given credit for all seniority and service accrued while outside the bargaining unit plus all seniority and service accrued in the bargaining unit prior to the promotion. Should the nurse return to the bargaining unit, all other nurse(s) shall revert to their previous positions.

ARTICLE 11 - INTERVIEW. ORIENTATION, PROFESSIONAL DEVELOPMENT

- 11.01** During the orientation period, an officer of the Association or Association Representative shall be allowed a fifteen (15) minute interview within regular working hours to interview the new nurse and to discuss the benefits of Association membership. During the interview information may be obtained from the nurse for the Association records.

11.02 Orientation Program and Professional Development

Nurses shall have the opportunity for professional growth through programs designed to assist the individual to function more effectively. In keeping with this principle:

- (a) During the first two shifts of the new nurse's employment every effort will be made to dedicate the maximum time to the orientation of the new nurse

without affecting the standard of professional care required by the residents.

(b) Nurses shall be allowed leave of absence with pay in order to write the required examination on completion of a course of study relevant to geriatric care and which is recommended by the Director of Nursing and approved by the Administrator.

(c) There shall be an ongoing inservice program.

11.03 Nurses recalled from lay off under Article **10.04** and nurses who are transferred on a permanent basis may be provided any orientation determined necessary by the Employer. A request by such a nurse for orientation shall not be unreasonably denied.

11.04 When a nurse is required by the Employer to attend meetings, in-service, and other work related functions outside of her regularly scheduled working hours, and the nurse does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay, or at the nurse's option, she shall receive equivalent time off.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 (a) Written requests for leave of absence will be considered on an individual basis by the Administrator. Except in cases of emergency such written requests are to be made at least fourteen (14) days in advance and a written reply will be given within seven (7) days of such request. It is understood that leave of absence with or without pay may be granted for worthy purposes and each request will be examined on its own merit.

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

Where a nurse is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employees for the time off from work as the result of attending the course.

(c) Leave of absence without pay and without loss of seniority may be granted to a nurse who wishes to enrol in a post-graduate, a certificate or degree course from a university or community college. Such approval shall not be unreasonably withheld. Upon return from the leave the nurse will be returned to her former position unless her former position has been discontinued in which case she shall be given a comparable position at the same rate of pay.

(d) Association Leave for President

A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave of absence without loss of seniority and benefits up to two (2) years. During such leave of absence, salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer for such salary and Employer contributions to benefits. The nurse agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.

(e) Leave of Absence for Members of the 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 up to a total of one hundred and fifty (150) days annually. There shall be no loss of seniority for the purposes of salary advancement and vacation entitlement or other purposes during such leave of absence. Leave of absence under this provision shall be in addition to the Association Leave provided in Article 12.01(f) of this Agreement.

(f) Leave for Association Business

Leave for Association business may be granted by the Employer. During such leave of absence, salary and benefits (if applicable) will be kept whole by the Employer and the Association agrees to reimburse the Employer for such salary and Employer contributions to benefits.

12.02 Illness or Accident

A leave of absence without pay for a period of one (1) year will be granted to nurses for illness or accident after accumulated sick leave allowance credit has expired. In

the case of part-time nurses the above shall also apply except that part-time nurses do not receive sick leave credits.

12.03 Bereavement Leave

- (a) Upon the death of a nurse's spouse, parent, child or stepchild, a nurse shall be granted leave up to a maximum of five (5) continuous calendar days, a maximum of three of which shall be without loss of pay. Upon the death of a nurse's mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law, a nurse shall be granted up to three (3) continuous calendar days without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service, Additional days off with or without pay may be granted by the Home. "Immediate family" means parent, spouse, mother-in-law, father-in-law, son, daughter, step-children, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grand-children, son-in-law, or daughter-in-law.
- (b) Pay for such days of absence is limited to the days actually missed from work as per the nurse's scheduled working days.
- (c) If a death occurs outside of Ontario and the nurse is unable to attend the funeral, the nurse shall be allowed one (1) day off in case of spouse, parents and children of the nurse.
- (d) Where it is necessary, because of distance, the nurse may be provided up to four (4) days additional unpaid leave.
- (e) A nurse will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving payments for the holiday pay or vacation pay, but it is understood that if a nurse is on sick leave and attends the funeral the bereavement leave will not be charged against the sick leave accumulated.

12.04 Witness and Jury Duty

If a nurse is required to serve as a juror or Crown witness in any court of law, she shall not lose her regular pay because of such attendance provided that she:

- (a) notifies her supervisor *immediately* upon receipt of notification that she will be required to attend court:
- (b) presents proof of service requiring her attendance:
and
- (c) promptly repays the amount (other than expenses) paid to her for such service or attendance to the Lodge.
- (d) A nurse will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that a nurse is scheduled to the afternoon shift, she shall not be required to attend at court and then report for duty the same day.
- (e) A nurse will not be required to work on the night shift prior to such duty. Where the nurse's presence is required in court past 1700 hours she shall not be required to attend work for her night shift commencing later that day.

12.05 Pregnancy Leave and Parenting Leave

A. Pregnancy Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) If possible 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.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) 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.
- (d) Effective upon confirmation by the Unemployment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit

(SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Unemployment Insurance pregnancy/parenting benefits pursuant to Sections 18 and 20 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Unemployment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Home of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy/parenting benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of seventeen (17) 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.

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

B. Parenting Leave

- a) A nurse who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the nurse, shall be entitled to parental leave.
- b) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within 35 weeks of the day the child first came into custody, care and control of the parent. For nurses on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all

cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

- c) The nurse shall give the Employer two (2) weeks written notice of the date the leave is to begin. Parental leave ends eighteen (18) weeks after it began or on an earlier day if the nurse gives the Employer at least four (4) weeks written notice of that day.
- d) For the purposes of parental leave, the provisions under A(a) and (c) shall also apply.

12.06 Leave of Absence Without Pay

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the nurse, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
- c) Benefits will accrue from the date of return to employment following such leave of absence.
- d) The nurse's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- e) Seniority, service, sick leave credits, vacation credits or any other benefits under any provisions of the Collective Agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for nurses who are on paid leave of absence or

Workers' Compensation. It is understood that the obligation of the employer to **pay** its share of the health and welfare benefits while **a** nurse is on Workers' Compensation shall continue only so long **as** the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.

- g) It is understood that a nurse who chooses to continue benefits under a), b) or f) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.

ARTICLE 13 - HEALTH PROGRAM

- 13.01 All nurses will obtain pre-employment and thereafter annual examinations as required by the Nursing Home Act.

Pre-employment medicals will be by **a** physician chosen by the Employer. Employees will have the privilege of having their annual examinations performed by their family physician provided that certificates are supplied to the Employer **as** required under the Nursing Home Act.

- 13.02 All nurses are required to have an annual physical examination, T.B. skin test and chest x-ray if so indicated, for the safety of residents and employees of the Nursing Home.

ARTICLE 14 - SICK LEAVE

- 14.01 Pay for sick leave is provided for the sole and only purpose of protecting a full-time nurse against loss of income because she was unable to work her regularly scheduled tour. When she is legitimately ill, she may draw from the sick leave credits granted in this Collective Agreement, provided such credits are available.

- 14.02 During the probation period, no sick leave benefit will be payable, but upon completion of the probationary period a full-time nurse will become eligible for the sick leave benefit. The benefit would date from the first day of the month following the date probation was begun and one and a half (1½) days per month will be credited to the sick leave bank to a maximum of sixty (60) days.

- 14.03 A nurse may be, at the option of the Employer, required to produce a doctor's certificate for any illness.

- 14.04 A nurse absenting herself on account of personal illness must notify the Employer on the first (1st) day of that illness at least one (1) hour prior to the commencement of the day tour, and at least two (2) hours prior to the commencement of the evening and night tours. More advance notice will be given by the nurse whenever possible. Failure to provide such notice may result in loss of sick leave benefits for that day of absence.
- 14.05 Nurses who, after working a minimum of five (5) hours of their regularly scheduled tour are sent home for reasons of sickness will be paid their regular rate for the balance of that tour and no charge will be made against sick leave credits.
- Where a nurse is injured in a compensable accident, she shall be paid for the balance of the tour.
- 14.06 The right to sick pay shall cease upon discharge, voluntary termination, lay-off, leave of absence or suspension.
- 14.07 Notwithstanding the sixty (60) day limit in Article 14.02, sick leave currently standing to the credit of a nurse at the date of signing of this Agreement shall be deemed to be earned sick leave. Upon request of a nurse, the Employer will notify such nurse of the amount of unused sick leave standing to her credit.
- 14.08 Where a nurse who is absent from work as a result of illness or injury sustained at work has been away pending approval of claim for Workers' Compensation, that nurse may utilize her sick leave credits, 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. Payment will be retroactive to the first date of absence and the nurse will submit a written undertaking that any payment will be refunded to the employer following final determination of the claim by the Workers' Compensation Board. If the Workers' Compensation Board does not approve the claim, the monies paid as an advance will be applied toward the benefit to which the nurse would be entitled under the sick leave plan. Any payment under this provision will continue until the nurse has exhausted her sick leave credits.

ARTICLE 15 - PAID HOLIDAYS

15.01 For the purpose of this Agreement the following shall be recognized as holidays:

New Year's Day	Labour Day
3rd Mon. in Feb.	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	Anniversary Date

15.02 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,

15.03 Holiday Payment for Full-time Nurses

- (a) Subject to qualifying under the provisions listed below, a nurse will be paid double time and one-half (2½) for work performed on the above holidays and in addition will be entitled to a day off without pay.
- (b) In order to qualify for payment a nurse must:
 - 1) work her schedule tours before and after the holiday;
 - 2) have worked at least twelve (12) of the preceding days other than days taken for annual vacation;
 - 3) upon completion of the probationary period, a nurse shall be paid for any and all paid holidays for which she qualified, but for which **she** has not been paid, which fell within the probationary period, at the rate of pay that was in effect when the holiday occurred.
- (c) The Employer will attempt to equitably schedule paid holidays off among the full-time nurses.
- (d) "Holiday Pay" shall be defined as the amount of straight time pay which a nurse would have received if she had worked her normal tour.
- (e) A nurse who is absent on a paid holiday after being posted to work forfeits all holiday pay for that day unless excused by reason of illness.

- (f) When any of the above mentioned paid holidays falls on any nurse's regular day off, the nurse shall be given another day off with pay.
- (g) When a holiday falls during a scheduled vacation period an additional day off with pay will be granted.
- (h) Any day in lieu of a paid holiday in this Article will be taken at a mutually agreeable time and must be taken within sixty (60) days after the holiday.

15.04 Holiday Payment for Part-time Nurses

A part-time nurse required to work on any of the above mentioned paid holidays will receive two hundred and fifty percent (**250%**) of their daily rate for the day. A part-time nurse will qualify for payment for the statutory holidays listed in 15.01 above, provided she has worked at least twelve (12) shifts during the twenty-eight (**28**) days immediately preceding the holiday.

ARTICLE 16 - VACATIONS

- 16.01 (i) Vacations with pay shall be granted to full-time nurses on the following basis:
- (a) Nurses having less than one (1) year service on April 30th, in any one (1) year shall be entitled upon completion of her probationary period to a credit of one and one-quarter (**1¼**) days vacation for each month of service to a maximum of fifteen (15) working days. Upon completion of probationary period these days may be taken **as** earned.
 - (b) Nurses with one (1) or more years of service as **of** April 30th, in any year shall receive three (**3**) weeks of vacation.
 - (c) Nurses with three (**3**) or more years of service as of April 30th, in any year shall receive four (4) weeks of vacation.
 - (d) Nurses with twelve (12) or more years of service as of April 30th, shall receive five (5) weeks of vacation.
 - (e) Vacation requests will be submitted by the nurse to the Director of Nursing, in writing, by April 1st, and vacation schedules will be posted by May

1st. Nurses shall be given preference with respect to their vacation periods in accordance with seniority. It is understood and agreed that a nurse may utilize her seniority **for** vacation preference for a maximum **of** two **(2)** weeks vacation in the period between June 15th and September 15th. The Nursing Home may grant additional time provided such does not disrupt the efficient operation of the Home.

(f) Vacations may not normally be taken between December 15 and January 15.

ii) Vacation pay entitlement as of April 30th in any given year will be the following percentage of gross income for part-time nurses as follows:

- a) **Less** than 1500 paid hours - six percent **(6%)** of service
- b) 1500 but less than 4500 - six percent **(6%)** paid hours of service
- c) 4500 but less than 18000 - eight percent **(8%)** paid hours of service
- d) 18000 paid hours of - ten percent **(10%)** service or more

16.02 Fifteen hundred (1500) paid hours shall equal one (1) year of service for part-time nurses. Vacation entitlement shall transfer with a nurse when she transfers from full-time to part-time and vice versa.

16.03 Article 16.01(i) (e) shall apply to part-time nurses. Part-time nurses shall be granted the same vacation time as full-time nurses.

16.04 Unless otherwise requested at least four (4) weeks in advance of their vacation period, vacation pay shall be paid to all nurses in advance of the commencement of their vacation. All normal deductions made from nurses' pay shall be made from such vacation pay.

16.05 A nurse who terminates her employment for any reason shall receive any unpaid vacation pay which is accrued to her date of separation.

16.06 The Employer may grant the utilization of single vacation days up to a maximum of five (5) provided they are

requested in writing by the nurse at least two (2) weeks in advance.

ICLE 17 - ANEOU

17.01 Bulletin Boards

The Employer will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters. All such notices must be signed by a member of the Association executive and submitted to the Lodge Administrator for approval prior to being posted.

17.02 Each nurse in the bargaining unit will be provided with a copy of this Agreement. Any cost involved will be shared equally by the parties.

17.03 Posting of Vacancies

Prior to the appointment to a vacant or new position within the scope of this Agreement, the Employer shall post a notice of such position for a minimum of five (5) days in order that all nurses will have the opportunity to make written application to the Director of Nursing within the posting period.

17.04 Prior to effecting any changes in the Employer's policies or rules which would affect nurses covered by this Agreement, the Employer shall first discuss such proposed changes with the nurse representative.

17.05 Any letter of reprimand, suspension, or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the nurse's record had been discipline free for such eighteen (18) month period.

17.06 Upon request by a nurse and in the presence of a supervisor, that nurse's record will be available for review, subject to reasonable notice being given of the request, and arrangements being made for a mutually convenient time for the review.

ARTICLE 18 - HOURS OF WORK, SCHEDULING AND OVERTIME

18.01 The standard tour shall be composed of seven and one-half (7½) consecutive hours, exclusive of meal time. The standard bi-weekly work period shall be composed of ten (10) tours, that is seventy-five (75) hours. This is not

to be read or construed as a guarantee of hours of work per day or for a bi-weekly period or of days of work per bi-weekly period.

18.02 Except as outlined below, meal time of one-half ($\frac{1}{2}$) hour shall be scheduled away from the floor during the nurse's shift whether day, evening or night. Where there is only one registered nurse on duty, it is recognized that this is not possible. Should a nurse be recalled to duty during meal time, additional time shall be provided later in the shift.

18.03 A rest period of fifteen (15) minutes will be granted for each half tour.

18.04 The following shall apply to full-time nurses:

(a) During each bi-weekly pay period, two (2) consecutive days off will be scheduled. Schedules may provide for more than five (5) consecutive days of work, but not more than seven (7) consecutive days of work without days off, as long as four (4) days off are scheduled in each fourteen (14) day period. The Employer will schedule every third weekend off, and where possible will endeavour to schedule every second weekend off. A nurse shall be paid time and one-half ($1\frac{1}{2}$) for all hours worked on a third consecutive weekend and every successive weekend worked until the nurse receives a weekend off, save and except where:

i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or

ii) such nurse has requested weekend work: or

iii) such weekend is worked as a result of an exchange of tours with another nurse.

(b) Should part-time nurses be regularly scheduled, the following shall apply to those regularly scheduled part-time nurses:

A part-time nurse who is regularly scheduled, shall be paid time and one-half ($1\frac{1}{2}$) for all hours worked on a fourth (4th) consecutive weekend and every successive weekend worked until the nurse receives a weekend off, save and except where:

i) such weekend has been worked by the nurse to

satisfy specific days off requested by such nurse; or

- ii) such nurse has requested weekend work; or
- iii) such weekend is worked as a result of an exchange of tours with another nurse.

18.05 Shift schedules shall be posted two (2) weeks in advance and shall cover a minimum of a four (4) week period. The Employer will endeavour to accommodate requests by nurses for specific days off and also requests for changes in posted time schedules once the schedule has been posted.

18.06 A nurse who reports for work for a scheduled tour will be guaranteed at least four (4) hours work or, if no work is available, will be paid for at least four (4) hours.

18.07 Ottawa Only

- a) When a nurse leaves or reports for work between twelve (12) midnight and ~~six~~ (6) a.m., the Employer will provide private transportation to and/or from place of residence.
- b) When a nurse who ordinarily travels from her place of employment to her place of residence by means of public transportation, following the completion of **her** shift, is required to work overtime past the time when normal public transportation is available, the Employer will provide private transportation to her place of residence.

18.08 Requests for such change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days or tours of duty. Nurses will endeavour to submit such requests four (4) days in advance. It is understood that such change in a tour of duty initiated by the nurse and approved by the Employer shall not result in overtime payment to any of the nurses affected by such change.

18.09 Should a nurse be called in to work after a tour has begun, she shall be paid for a minimum of four (4) hours. Where the call-in is requested within one-half ($\frac{1}{2}$) hour prior to the starting time of the tour and the nurse commences work within one (1) hour of the call, then the nurse will be paid as if the entire tour had been worked, provided she completes the tour for which she was called in.

18.10 The Employer will schedule each nurse three (3) consecutive days off at either Christmas or New Year's and where possible will attempt to give her **up** to five (5) days if requested. Written requests **for** this time **off** must be received by the Director of Nursing by November 1st. Christmas and New Year's time **off** shall be posted by **November** 30th. Nurses shall receive time **off on** an alternating basis from year to year unless there is mutual agreement between nurses not to alternate.

Regular scheduling may be waived from the 15th of December to the 15th of January in order to accommodate the nurses during this period.

18.11 (a) Work in excess of seven and one-half (7½) hours per day or seventy-five (75) hours per bi-weekly period shall be compensated at the rate of time and one-half (1½) of a nurse's regular straight time rate, but not both, provided that such overtime has been authorized by the Director of Nursing or her authorized designate. Such approval shall not be unreasonably withheld.

(b) It is understood and agreed 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 the entire period shall be considered overtime for purposes of payment if approved by the Director of Nursing, or her authorized designate. Such approval shall not be unreasonably withheld.

18.12 When a full-time nurse works on her scheduled days off, such nurse will be compensated at the rate of time and one-half (1½) for all time worked.

18.13 Overtime premium shall not be duplicated for the same hours nor pyramided with any other premium payable under this Agreement.

18.14 It shall be the responsibility of the nurse to consult the posted work schedule. Changes to the posted schedule **required** by the employer shall be brought to the attention of the nurse. Where less than 24 hours' notice is given to the nurse personally, the nurse will be paid four (4) hours straight time wages.

18.15 Where there is a change to Daylight Savings from Standard

Time or vice versa, a nurse who is scheduled and works a full shift shall be paid for a 7.5 hour tour rather than the actual hours worked.

- 18.16 If a nurse works two (2) consecutive shifts she shall be provided a meal by the employer or if a meal can not be provided she shall receive a meal allowance of \$5.00.
- 18.17 When a nurse is required to work on a paid holiday or on a day for which she is entitled to receive time and one half (1½) her regular straight time hourly rate and she is required to work additional hours following her normal seven and one-half (7½) hour tour on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

ARTICLE 19 - PROFESSIONAL RESPONSIBILITY

- 19.01 In the event that the Nursing Home assigns a number of patients or a workload to an individual nurse or a 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) (i) Complain in writing to the Nurse Management Committee within five (5) days of the alleged improper assignment. The Chairman of the Nurse Management Committee shall convene a meeting of the Committee within ten (10) 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 five (5) days of the meeting of Nurse Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses: one chosen by the Ontario Nurses' Association, one chosen by the Employer and one chosen from a panel of four (4) 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 conduct a hearing into the complaint within fourteen (14) 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 decision in writing to the parties within fourteen (14) days following completion of its hearing.

b)(i) The panel of four (4) registered nurses to serve as chairpersons of the independent Assessment Committee shall be composed of:

1. M. Kutschke
2. M. Booth
- 3.
- 4.

Should a chairperson be required, the name selected will be the top name on the list who has not been previously assigned, Should that nurse be unable to serve the next person on the list will be selected.

(ii) Each party will bear the cost of its own nominee, and will share equally the fee of the chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

ARTICLE 20 - SCHEDULES

20.01 Attached hereto and forming part of this Agreement are Schedules "A" - Benefit Programme, Schedule "B" - Salary Schedule and Wage Related Compensations, Schedule "C" - Retirement and Physical Handicap.

ARTICLE 21 - DURATION

21.01 This agreement shall remain in effect **until December 31, 1993,** 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. Such notification will be made within ninety (90) days prior to the termination of this agreement, or in any year thereafter.

The parties agree that there is a wage and benefit reopener January 1, 1993. Mr. Vincent Ready shall retain jurisdiction **as** Mediator/Arbitrator for the reopener.

Dated at Ottawa, this 29th day of April, 1992.

FOR BEACON HILL LODGES INC.

M.C. Eves
C. Savage

FOR ONTARIO NURSES' ASSOCIATION

Karen Beeder
Elizabeth Hayes
Karen Sprack
H. [unclear]
Salomanon

SCHEDULE "A" - BENEFIT PROGRAMME

The Employer agrees to provide the following benefits:

A. 1 Ontario Health Insurance Plan For Nurses **Who** Reside in the Province of Quebec

Full-time nurses who are eligible, shall be enrolled in the Ontario Health Insurance Plan on the basis of single or family coverage, whichever is applicable. The Employer shall pay one hundred percent (100%) of the billed premium for the Quebec Health Insurance Plan for nurses who reside in the Province of Quebec.

A. 2 Group Insurance Plan

- a) The Employer will provide a fully paid group insurance plan to full-time nurses in the amount of one and one-half (1½) times the annual salary of the nurse to the nearest \$100.00.
- b) The Employer will continue to pay the premiums for the above benefits when a full-time nurse is absent on leave with pay.

A. 3 Extended Health Care

The Employer will contribute on behalf of each eligible full-time nurse, effective the first of the month following thirty (30) days' employment, 100% of the billed premium under the Blue Cross Extended Health Care Plan (or equivalent) with \$10.00 (single) and \$20.00 (family) deductible, subject to the terms and conditions of **the** Plan. Included will be vision care providing for sixty dollars (\$60.00) every twenty-four (**24**) months, and hearing aids providing for three hundred dollars (\$300.00) lifetime maximum, for each nurse and eligible dependants.

A. 4 The Employer will contribute on behalf of each eligible full-time nurse, 100% under the Blue **Cross** Semi-private Plan (or equivalent).

A. 5 Dental Plan

The Employer agrees to contribute on behalf of each eligible full-time nurse covered by the Collective Agreement, 50 percent (50%) of the billed premium under the Blue Cross Dental Plan #9, *or* its equivalent, based on the current ODA fee schedule as that schedule is amended during the life of this Agreement, subject to the terms and

conditions of such plan and subject to the carrier's requirements as to minimum enrolment.

- A. 6 The Employer agrees to contribute on behalf of each full-time nurse who has completed her probationary period, eighty percent (**80%**) of the billed premium of the Long Term Disability Program carried by Beacon Hill Lodges Inc., provided the balance of the monthly premium is paid by the nurse through payroll deduction.
- A. 7 a) The Employer shall continue to provide and pay the premiums for all benefit plans, including the LTD plan for a nurse when she is absent on paid leave.
- b) The Employer will continue to pay the premiums for the above benefits when a full-time nurse is on Workers' compensation, so long as the employment relationship continues.
- A. 8 The Employer will provide to each nurse and to the Association information booklets outlining all of the current provisions of the benefit plans provided under the Collective Agreement.
- A. 9 a) A full-time nurse will receive a uniform allowance of seven dollars and fifty cents (\$7.50) per month.
- b) A part-time nurse will receive a uniform allowance of five dollars and fifty cents (**\$5.50**) for each month in which she actually performs work.
- A. 10 Pension Plan

Effective September 1, 1991, all current eligible full-time and part-time nurses may enrol in the Ontario Nurses' Association Group RRSP.

The plan is optional for all current employees, for full-time eligible employees hired on or after September 1, 1991 enrolment in the plan shall be mandatory. Part-time employees hired on or after September 1, 1991 shall have the option of enrolling in the plan. The contribution formula for both Employer and employee contributions shall be four percent (**4%**) each of applicable earnings.

The definition of applicable wages for purposes of determining contributions to the Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

SCHEDULE "B" - SALARY SCHEDULE AND WAGE RELATED COMPENSATIONS

B.1 All changes in salary shall be effective on the date of such occurrence. It is recognized by the parties that the existing computer payroll will only calculate one rate per pay period and that adjustments will be necessary to arrive at the exact effective date. It is further agreed that in the event of an oversight in the payment of such an adjustment that the employee is to advise the Nursing Home accountant of such oversight and the Employer will undertake to make such adjustment by the following pay period.

B.2 Responsibility Allowance

- a) A nurse who is assigned the responsibility of relieving the Director of Nursing shall receive a responsibility allowance of one dollar and ten cents (\$1.10) per hour for all such time worked.

Effective January 1, 1992 a nurse who is designated in writing to relieve the Director of Nursing, shall be paid eight dollars and fifty cents (**\$8.50**) per tour for each tour so worked in addition to her regular rate of pay.

- b) In the event that a registered nurse is required by the Employer to assume the responsibilities of a charge nurse, she will be paid an additional sum of \$.70 per hour while she acts in this capacity.

Effective January 1, 1992, the Employer shall, when no supervisor is on duty, designate one nurse, when nurses are on duty, to be in charge on those evening, night, or weekend shifts. Such nurse shall receive five dollars (\$5.00) per shift in addition to her regular rate of pay.

Those nurses employed on or before January 1, 1992, shall be paid \$5.25 per shift when they qualify under the above provision.

B.3 Recognition of Experience\Education

Nurses shall receive recognition for education preparation and for recent related nursing experience as follows:

1. Experience

- a) The Employer will recognize recent related experience on the basis of one (1) increment for

each two (2) years of service up to a maximum of five (5) increments. It shall be the responsibility of a newly hired nurse to provide during her probation period, reasonable proof of recent and 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.

2. Annual increments shall be paid on each full-time nurse's anniversary date of employment and after each two-hundred (200) paid tours (1500 paid hours) in the case of part-time nurses.
3. Nurses who change their status from full-time to part-time or vice versa will maintain their same level on the salary grid and will be given credit for all service since date of placement on the grid or last advancement.

B.4 Educational Bonus - Ottawa Only

A nurse possessing a post graduate certificate in Gerontology shall be paid fifteen dollars (\$15.00) per month over her grid rate.

B.5 Shift Premium

A nurse shall be paid a tour differential of forty-five cents (45¢) per hour for each evening and night tour worked.

Effective January 1, 1992 a nurse shall be paid a tour differential of fifty cents (50¢) per hour for each evening and night tour worked.

B.6 New Classification

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 No. 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, it being understood that an 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 filed.

- B.7 All nurses shall be paid bi-weekly on every second Thursday, for the payroll period ending the previous Thursday. In the event that a paid holiday falls on a regular pay day, then nurses shall be entitled to be paid on the Wednesday immediately preceding the normal pay day.

Any errors made by the employer in calculating payment under this provision of more than one days' pay shall be paid to the nurse within six (6) calendar days of the error being brought to the attention of the employer.

B.8 Retroactivity - Wages

Wage retroactivity and increases to the salary schedule shall be retroactive to and apply to all employees in the bargaining unit as of April 1, 1991. Any employees as of that date who have since ceased to be employees, shall have a period of thirty (30) days only from the execution of the Collective Agreement in which to claim from the Employer any adjustments to their remuneration. Any new employees hired since that date shall be entitled to a pro-rata adjustment to their remuneration to the date of their employment. The Employer shall be responsible to contact in writing at their last known address any known employees who have since left its employ, and to advise them of their entitlement to any retroactive adjustment within thirty (30) days of the arbitral award with a copy of the letter sent to the Association. Nurses who have terminated shall have thirty (30) days from the date of mailing of the letter in which to claim from the Employer any adjustment to their remuneration. Except as otherwise agreed by the parties, all other terms to be included in the Collective Agreement shall become effective from November 26, 1991.

The Employer agrees to provide each nurse with an itemized statement of retroactivity entitlement at the time of paying the retroactivity on a separate cheque.

Retroactivity will be paid within three (3) full pay periods after receipt of the award.

SCHEDULE B - SALARY SCHEDULE

FULL-TIME NURSES - MONTHLY & HOURLY RATES

<u>START</u>	<u>AFTER</u> <u>1 YR.</u>	<u>AFTER</u> <u>2 YRS.</u>	<u>AFTER</u> <u>3 YRS.</u>	<u>AFTER</u> <u>4 YRS.</u>	<u>AFTER</u> <u>5 YRS.</u>	<u>AFTER</u> <u>6 YRS.</u>	<u>AFTER</u> <u>7 YRS.</u>	<u>AFTER</u> <u>8 YRS.</u>	<u>AFTER</u> <u>9 YRS.</u>
<hr/>									
<u>Effective April 1, 1991</u>									
2731.63	2877.88	3038.75	3094.00	3170.38	3233.75	3303.63	3381.63	3432.00	3484.00
16.81	17.71	18.70	19.04	19.51	19.90	20.33	20.81	21.12	21.44
<u>Effective January 1, 1992</u>									
2731.63	2877.88	3160.63	3217.50	3297.13	3362.13	3436.88	3516.50	3570.13	3623.75
16.81	17.71	19.45	19.80	20.29	20.69	21.15	21.64	21.97	22.30
<u>Effective July 1, 1992</u>									
2731.63	2877.88	3191.50	3250.00	3329.63	3396.25	3471.00	3711.50	3768.38	3823.63
16.81	17.71	19.64	20.00	20.49	20.90	21.36	22.84	23.19	23.53

NOTE: Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "nine (9) years" level on the salary schedule effective April 1, 1990.

FULL-TIME GRADUATE NURSE

The salary for a full-time graduate nurse shall be \$81.00 per month less than the salary for a full-time registered nurse.

SCHEDULE B - SALARY SCHEDULE

PART-TIME REGISTERED NURSE - HOURLY RATE

<u>START</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>
<u>1500</u>	<u>3000</u>	<u>4500</u>	<u>6000</u>	<u>7500</u>	<u>9000</u>	<u>10500</u>	<u>12000</u>	<u>13500</u>	
<u>HOURS</u>	<u>HOURS</u>	<u>HOURS</u>	<u>HOURS</u>	<u>HOURS</u>	<u>HOURS</u>	<u>HOURS</u>	<u>HOURS</u>	<u>HOURS</u>	<u>HOURS</u>
<u>Effective April 1, 1991</u>									
16.81	17.71	18.70	19.04	19.51	19.90	20.33	20.81	21.12	21.44
<u>Effective January 1, 1992</u>									
16.81	17.71	19.45	19.80	20.29	20.69	21.15	21.64	21.97	22.30
<u>Effective July 1, 1992</u>									
16.81	17.71	19.64	20.00	20.49	20.90	21.36	22.84	23.19	23.53

NOTE: Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the 13500 hours level on the salary schedule effective April 1, 1990.

PART-TIME GRADUATE NURSE

The hourly rate for a part-time graduate nurse shall be 50¢ less than the hourly rate for a part-time registered nurse.

In addition to the daily rate, a part-time registered or graduate nurse shall receive in lieu of all fringe benefits (being those benefits to a nurse paid in whole or part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, uniform allowance, tour differential, witness and jury duty, responsibility allowance, bereavement pay, holiday pay, reporting pay, educational bonus), an amount equal to twelve percent (12%) of her daily tour rate.

Effective January 1, 1992, the ten percent premium is given in lieu of all fringe benefits excluding vacation, paid holidays, compassionate leave, professional and education leave, jury and witness duty, reporting allowance, callback guarantee, shift differential, in charge premium, responsibility allowance, overtime, and salaries.

Where a part-time nurse participates in the Group RRSP the ten percent (10%) shall change to six percent (6%).

All part-time nurses shall advance level to level after each 1500 paid hours.

SCHEDULE C - RETIREMENT AND PHYSICAL HANDICAP

- C.1
- a) The normal retirement age is sixty-five (**65**) years of age. The employer may continue to employ **a** nurse beyond retirement age, if the employer determines that the nurse can satisfactorily perform the requirements of her classification.
 - b) If **a** nurse becomes disabled with the result that she is unable to perform the regular functions of her position, the employer may determine **a** special classification and salary, with the hope of providing an opportunity for continued employment.
 - c) The parties recognize the duty of reasonable accommodation for individuals under the Human Rights Code of Ontario and agree that this collective agreement will be interpreted in such a way **as** to permit the employer to discharge that duty.
 - d) Positions established under this article will not constitute new classifications and shall lapse upon the termination, resignation, or retirement of the employee in question.

LETTER OF UNDERSTANDING

Between

BEACON HILL LODGES INC.

And

ONTARIO NURSES' ASSOCIATION

RE: PREGNANCY LEAVE

It is understood that articles relating to Pregnancy **Leave** are amended as follows by adding the following:

In any week, the total amount of **SUB** payments and the weekly rate of UI benefits will not exceed seventy-five percent (**75%**) of the employee's normal weekly earnings.

Dated at Aspen, this 29th day of April, 1992.

FOR BEACON HILL LODGES INC.

FOR ONTARIO NURSES' ASSOCIATION

McEwen
C. McEwen

Jan Smith

LETTER OF UNDERSTANDING

Between

BEACON HILL LODGE INC.

And

ONTARIO NURSES' ASSOCIATION

Without prejudice to either parties view of this matter
The parties have submitted their dispute with regard to Article 19.01(a)(iii) to binding arbitration, in accordance with H.L.D.A.A. ~~It is agreed that Article 19.01(a)(iii) shall be amended to incorporate the decision of the arbitrator.~~ The arbitrator Mr V Ready shall deal with this issue.

Dated at ~~Ottawa~~ ^{Toronto}, Ont., this 13th day of May, 1992.

BEACON HILL LODGE INC.

[Handwritten signatures for Beacon Hill Lodge Inc.]

ONTARIO NURSES' ASSOCIATION

[Handwritten signatures for Ontario Nurses' Association]