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No. OF EMPLOYEES	41		
NOMBRE D'EMPLOYÉS	D.L.		

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE REGIONAL MUNICIPALITY OF SUDBURY  
PIONEER MANOR - HOME FOR THE AGED  
 (hereinafter referred to as the "Employer")**

**AND**

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

**PART-TIME EMPLOYEES**

**Expires March 31, 1990**

**NOV 27 1991**

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association. It will provide an ongoing means of communication between the Association and the Employer. This Agreement also provides a means for the prompt settlement of Grievances and for the final settlement of disputes. Wages, hours of work and other working conditions will be established through the provisions of the Collective Bargaining process.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Association as the sole Collective Bargaining Agent for all registered and graduate nurses employed in a nursing capacity by Regional Municipality of Sudbury Pioneer Manor - Home for the Aged, at its Pioneer Manor in the Regional Municipality of Sudbury who are regularly employed for not more than twenty-four (24) hours per week, save and except Assistant Director of Nursing Service, and persons above the rank of Assistant Director of Nursing Services.
- 2.02 In order to protect the standard of nursing care, the Employer agrees that no one outside the above mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit, except for:
- (a) the purpose of instruction or experimentation; or
  - (b) in the event of an emergency; or
  - (c) work normally performed by employees outside the bargaining unit.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Except where specifically abridged by the terms of this Agreement, the management of the Region's operations and the selection and direction of the working force of employees will continue to be vested exclusively with the Employer.
- 3.02 The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 There shall be no discrimination practiced by either the Employer or the Association against any employee because of his age (as defined in the Ontario Human Rights Code), Race, Religion, Creed, Colour, Place of Origin, Sex,

Marital Status, Political Affiliation, and Sexual Orientation.

- 4.02 No person shall be required, as a condition of employment, to become or remain members of the Association or any other organization.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 In view of the orderly procedures established herein for the disposition of the employee's complaints and grievances, the Employer agrees that it will not cause or direct any lockout of its employees for the duration of this Agreement.
- 5.02 The Association agrees that there will be no strikes or collective action that will stop or interfere with the functioning of the Home for the duration of this Agreement.

ARTICLE 6 - ASSOCIATION SECURITY

- 6.01 It is agreed and understood by the parties hereto that there shall be a compulsory checkoff of Association dues from all employees who come within the scope of this Agreement. The Association shall indemnify and save the Employer harmless with regard to all dues so deducted and remitted.
- 6.02 The Employer agrees to deduct dues from the earnings of each employee in the amount certified by the Association.
- 6.03 The Employer agrees to deduct the amount of dues each month from the first payroll period of each month and remit the amount of dues so deducted to the Association no later than the last day of the month in which the dues are deducted.
- 6.04 The dues 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 (indicating terminations) and additions from the preceding month and their social insurance numbers.

ARTICLE 7 - NURSE REPRESENTATIVES AND ASSOCIATION COMMITTEES

- 7.01 Part-time nurses under this Agreement will be represented in accordance with the provisions of Article 7 of the Full-time Agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 At any stage of this grievance procedure, a nurse has the right to be accompanied or represented by a nurse representative.

8.02 (1) Within the terms of this Agreement, a Grievance shall be defined as a difference arising between an employee, the Association, or both, and the Employer as to the interpretation, application, administration or the alleged violation of the provisions of this Agreement.

(2) Grievances shall be dealt with in the following manner and all grievances shall be in writing and may be submitted provided that no more than twenty (20) calendar days have elapsed since the occurrence of the alleged grievance.

(3) A nurse group grievance must be signed by the aggrieved nurse(s), and a policy grievance must be signed by the appointed executive of the Association or their designates.

8.03 Complaints

(1) It is agreed and understood that an employee has no Grievance until she has first given her Immediate Supervisor an opportunity to adjust her complaint. In discussing her complaint, the employee may be accompanied by a nurse representative.

(2) Any employee's complaint which is not settled by her Immediate Supervisor within three (3) calendar days of the lodging of the complaint, then such complaint shall be reduced to writing as a formal grievance.

(3) A grievance shall state the Article of the Collective Agreement violated and the redress being sought for the settlement of the grievance. Failure to do so shall not thereby invalidate the grievance.

8.0 Grievances

(1) STAGE ONE

The aggrieved employee shall submit the written grievance to the Director of Nursing Services provided that no more than twenty (20) calendar days have elapsed since the occurrence of the alleged grievance. The Director of Nursing Services or her designate will arrange a meeting to discuss the Grievance within five (5) calendar days after the presentation of the grievance. If the matter is not resolved at this meeting, the Employer shall make a written response to the grievance, forward the same to the grievor within five (5) calendar days

of the said meeting. Failure to settle the grievance at this Stage will allow the grievor to proceed to Stage Two.

(2) STAGE TWO

Provided that not more than ten (10) calendar days have elapsed since the delivery of the reply at Stage One, then a member of the Grievance Committee may present the matter to the Regional Director, Home for the Aged. A meeting between the Grievance Committee and the Regional Director, Home for the Aged, shall be arranged within seven (7) calendar days not including the day of service of the grievance. Failing settlement at this Stage or within five (5) calendar days of the meeting, then Stage Three may be invoked.

(3) STAGE THREE

Provided that not more than ten (10) calendar days have elapsed since the delivery of the reply at Stage Two, then the Grievance Committee and O.N.A. representative may take the matter up with the Regional Chief Administrative Officer and the Personnel Director or their designated representatives, within fifteen (15) calendar days not including the date of service. Failing settlement at this Stage and within thirty (30) calendar days of the meeting, then the matter may be referred to Arbitration in accordance with Section 37(2) of the Ontario Labour Relations Act.

8.05 Policy Grievance

A Policy Grievance shall be any difference arising between the Association and the Employer from the interpretation, application or administration of the provisions of this Agreement. Policy Grievances may be submitted in writing by either party to the other at Stage Three of the Grievance Procedure, provided no more than sixty (60) calendar days have elapsed since the occurrence of the alleged Policy Grievance.

8.06 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a group grievance in writing identifying each nurse who is grieving to the Director of Nursing or her designate provided not more than fourteen (14) calendar days have elapsed since the occurrence of the alleged grievance. The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.07 Arbitration

- (1) Any grievance not settled at Stage Three may before thirty (30) calendar days have elapsed since the written decision at Stage Three has been submitted, proceed to Arbitration in accordance with Section 44 (2) of the Ontario Labour Relations Act.
- (2) Each of the parties hereto shall bear the expenses of the Arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the Third Party, and any cost of the place of hearing of such Arbitration, if and when the necessity arises.
- (3) 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.

#### ARTICLE 9 - DISCIPLINE, SUSPENSION OR DISCHARGE

- 9.01 A nurse who is being suspended or discharged will be advised of such prior to the personnel discussion and that she is entitled to have a Nurse Representative present during such meeting. Following such meeting, the nurse will be advised, in writing, of the reasons for such action by the Employer.
- 9.02 A claim by a nurse covered by this agreement that she has been suspended or discharged without just cause shall be lodged at Step 2 of the Grievance Procedure.
- 9.03 A grievance claiming discipline, suspension or discharge may be settled by confirming the Employer's action or by reinstating the nurse or by any other arrangement that is just and equitable in the opinion of the conferring parties or an Arbitration **Board**.

#### ARTICLE 10 - SENIORITY

- 10.01 Seniority and service for part-time nurses shall be based on paid tours (or their equivalent) since date of last hire for purpose of this Agreement, fifteen hundred (1500) hours is equal to one (1) year of full-time seniority and service and vice versa.
- 10.02 The Employer will maintain a Seniority List for part-time employees and the same shall be posted on the three (3) bulletin boards. For information purposes only, the names of all part-time probationary nurses shall be included in the Seniority List. The seniority list will be revised every six (6) months and the Employer will provide four (4) copies of the revised Seniority List to the Association.
- 10.03 (1) A newly employed nurse shall be subject to a

probationary period of up to sixty (60) tours duration. Upon the successful completion of the probationary period, seniority shall be established, as of the date of hire, There will be a progress report made prior to the expiration of the probationary period.

- (2) Persons on probation may be terminated at the discretion of the Employer provided that any such person so terminated shall have recourse to the Grievance Procedure. It is understood that the onus of proof on the Employer shall be less onerous than just cause.

10.04 Loss of Seniority

Seniority previously accumulated will be lost in totality whenever an employee:

1. Quits employment, or retires.
2. Is discharged.
3. Is absent from employment for three (3) consecutive scheduled working days without an explanation satisfactory to the Employer,
4. Fails to report to work within ten (10) calendar days after the mailing by Registered Mail to return to work after a lay-off.
5. After a lay-off extending for a period of more than eighteen (18) months.

- 10.05 (1) Where skill, ability, experience and qualifications are relatively equal, seniority shall be the basis for promotions, lay-offs and recalls.

Should circumstances require a reduction of employees, Probationary Employees in the Bargaining Unit shall be laid off first, and then commencing with those Permanent Employees with the least seniority.

When Permanent Employees are laid off under this Article and jobs have reopened with the Employer, such employees shall be recalled in the reverse order of lay-off.

Prior to effecting any lay-off of nursing staff, the Employer will:

1. provide the nurse(s) with no less than thirty (30) days notice of such lay-off, and
2. meet through the Nurse-Management Committee to review the lay-off.

- (2) Protest in regard to employee's seniority standing must be submitted in writing to the Personnel Director by the affected employee. When proof of error is established by the employee or his representative, such error will be corrected and the proper information inserted in the Seniority List. No other changes in the Seniority Status of an employee or other information required on the Seniority List shall be made by the Employer without prior notice of said changes being given to the affected employee and the Association.
- (3) (a) (i) A nurse who is permanently transferred to a position outside the bargaining unit shall retain but not accumulate seniority while in that position. When a nurse in a position outside the bargaining unit is transferred into the bargaining unit she will be credited with seniority only to the extent that she accumulated such rights within the bargaining unit.
- (ii) **Successful applicants to Job Postings** within or outside the Scope of this Agreement, if unsatisfactory or the applicant finds herself unable to perform the duties of the position during a six (6) month Trial Period, she shall be returned to the classification held immediately preceding such Job Posting and she shall not suffer any loss of seniority or benefits covered by this Collective Agreement.
- (iii) Any Nurse displaced because of another's return, as the result of Article 10.05 (3) (a) (ii), shall be returned to her former permanent position held immediately prior to her job move and without loss of seniority and benefits covered in this Collective Agreement.
- (b) A Nurse wishing to change her work position covered under either the Full-time Agreement or Part-time Agreement may submit in writing this intent to the Director of the Home. These written requests will be considered, as outlined in Article #10.06 (1), as though they had been submitted at the time of the Job Posting(s) involved. These requests will only be considered when a Nurse is absent from work due to vacation or on a Paid Leave of Absence



of two (2) weeks or less.

10.06

Job Postings

- (1) Where a permanent vacancy occurs in a classification 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. If there are no qualified internal applicants, consideration shall be given to applications received from persons outside the scope of this Agreement.

- (2) The name of the successful applicant to a Job Posting shall be posted by the Employer.
- (3) A copy of Job Postings will be mailed to the Association.

10.07

All full-time and part-time nurses who are on lay-off will be given job-opportunities in the full-time and part-time bargaining units before any nurse is hired into either bargaining unit; provided that the nurses on lay-off are qualified to perform the normal requirements of the job.

ARTICLE 11 - LEAVE OF ABSENCE

11.01

Written requests for a Leave of Absence will be considered on an individual basis by the Employer and on the Form as provided by the Employer. A request for a Leave of Absence shall be made at least fourteen (14) calendar days in advance of the commencement of the requested Leave. The Employer will render a decision on a Leave of Absence request, in writing, to the applicant within fourteen (14) days of receipt of such request.

11.02

Bereavement Leave

- (1) In the case of the demise of a member of the Immediate Family, Permanent and Probationary Employees shall be permitted a Leave of Absence with Pay for up to three (3) consecutive working days. Immediate Family shall mean father, step-father, mother, stepmother, wife, husband, brother, sister, son, step-son, daughter, step-daughter, mother-in-law, father-in-law, grandparents or grandchild.

- (2) In the case of the demise of a brother-in-law or sister-in-law, Permanent and Probationary Employees shall be granted one (1) day Leave of Absence with Pay.
- (3) Bereavement leave shall be taken immediately prior to, during, or immediately following the date of the funeral.

11.03

- (a) The Home agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences and conventions, provided request is made in writing to the Director of Nursing at least two (2) weeks in advance of the commencement of such leave.

Only one (1) nurse shall be permitted such leave at any one (1) time and the total annual days of leave shall not exceed twenty (20) for the full-time and part-time bargaining units at Pioneer Manor, in any one (1) calendar year.

- (b) A Nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted, upon request, a leave of absence of up to a maximum of one (1) year, without pay or benefits and with no loss nor accrual of seniority during such leave. The Nurse agrees to notify the Employer of her intent to return to work not less than two (2) weeks prior to the termination of such granted leave.
- (c) A Nurse who is elected to the Board of Directors of Ontario Nurses' Association, other than to the office of President, shall be granted, upon written request, a leave of absence of up to a maximum of fifty (50) days per annum, without pay or benefits and with no loss nor accrual of seniority during such leave.

11.04

Jury and Witness Duty Leave

Employees subpoenaed to act as Jurors or Witnesses in Criminal or Civil Court shall be granted Leave of Absence for such purpose. The employee shall be entitled to the Jury Duty or Witness fee or his full salary for the period, whichever is the greater. The employee to qualify for full salary shall turn over to the Employer fees earned as a Juror or a Witness. Travel expenses incurred for the attendance at court proceedings as a Juror or Witness shall be retained by the employee.

11.05

Maternity Leave

After completion of one (1) year of employment and upon written request, leave of absence without pay for pregnancy purpose will be provided for a period of up to six (6) consecutive months. Should an employee encounter

complications as a result of child birth as certified by a Medical Practitioner, a further extension of up to a maximum of two (2) months may be granted. An employee requesting Maternity Leave shall make her request to the Employer not less than two (2) months prior to expected date of delivery.

An employee on Maternity Leave must advise the Employer with at least two (2) weeks written notice of her intended date to return to work.

It is understood and agreed that there shall be no accrual of seniority while an employee is on Maternity Leave.

On return from leave under this clause, the nurse shall be returned to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.

11.06 Adoption Leave

A nurse planning to adopt a child will notify the Employer and keep the Employer informed of the progress of her application. Providing that the nurse has one or more years of service, she will be granted an adoption leave without pay of up to six (6) months beginning at any time at or near the receipt of the child. On return from adoption leave, the nurse shall be placed in a position consistent with the seniority provision of this Agreement.

On return from leave under this clause, the nurse shall be returned to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.

11.07 Educational Leave and Tuition Reimbursement shall apply to nurses on the same basis and in the same manner as to full-time nurses.

ARTICLE 12 - HOURS OF WORK

12.01 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.

There will be one (1) fifteen (15) minute rest period in each half of the tour.

12.02 (1) The calendar monthly tour schedule and rotating days off shall be posted at least two calendar weeks in

advance of the date the said schedule is to be implemented. The second copy will be posted in the pill room.

The calendar monthly tour schedule and rotating days off as posted shall remain in effect unless changes are made by mutual agreement, between the affected employee(s) and the Director of Nursing or her designate.

- (2) At least twenty-four (24) hours notice shall be given before a change of shifts.
- (3) When a nurse reports for work at the regularly scheduled time for her tour of duty, and is sent home because of lack of work, she will be entitled to a minimum of four (4) hours pay at her regular rate.
- (4) When a nurse is called back to work outside her regularly scheduled hours after the employee has vacated the Employer's premises, the employee will be guaranteed a minimum of two (2) hours pay at one and one-half (1-1/2) times her regular rate or pay for the hours actually worked at one and one-half (1-1/2) times her regular rate, whichever is greater.
- (5) Should a part-time nurse be called in to work after a tour has begun, she shall be paid according to the practice in effect as of May 14, 1980.
- (6) Should a part-time nurse be called in to work with less than two (2) hours' notice prior to the commencement of a tour, and arrive within an hour after the beginning of such tour, she shall be paid according to the practice in effect as of May 14, 1980.

#### ARTICLE 13 - PREMIUM PAY

**13.01** If a nurse is authorized to work in excess of the hours referred to in Article 12.01, she shall receive overtime premium of one and one-half (1-1/2) times her basic 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. There shall be no pyramiding with respect to any other premiums payable under the provisions of this collective agreement.

13.02 Responsibility Allowance

When a nurse is detailed to relieve in a position outside the scope of the bargaining unit, she shall receive a premium of 10% of her regular straight time hourly rate for the relief period and shall not receive any other premium except overtime as set out in Article 13.01 above, or premium for holiday work as set out in 14.01.

13.03 Where a nurse is required to work on a Paid Holiday, or on a day for which she receives time and one-half (1-1/2) her regular straight time hourly rate and she is required to work additional hours following her full tour on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

13.04 Shift Premiums

Effective November 1, 1985, a nurse shall be paid a shift premium of Forty-Five Cents (.45<sup>c</sup>) per hour for each hour worked outside the normal hours of the day shift provided that such hours exceed two (2) hours of work in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate.

ARTICLE 14 - STATUTORY HOLIDAYS

14.01 A part-time nurse who works on a designated holiday listed in the full-time Agreement shall be paid two and one-half (2-1/2) times her regular straight time hourly rate for all hours worked on such holiday. Where she is required to work additional hours following her full tour on that day, she shall be paid two (2) times her regular straight time hourly rate for each such additional hour worked.

14.02 when an employee is required to work on a Statutory Holiday, employees are under the same obligation to work that day similar to any other scheduled day of work.

14.03 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls between 12.01 a.m. and 12 p.m. within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

ARTICLE 15 - VACATIONS

15.01 (1) Every employee who has completed less than one (1) year of continuous service with the Employer on December 31st, in any year of the term of this Agreement, shall receive one and one-quarter (1.25) days vacation for each month of completed service up to a maximum of fifteen (15) days per calendar year, with vacation pay at six percent (6%) of gross earnings earned in the next preceding calendar year in which the Annual Vacation is taken.

- (2) An employee who has completed one (1) year or more of continuous service with the Employer on December 31st, in any year of the term of this Agreement, shall be entitled to be absent from work during three (3) calendar weeks in each calendar year following such December 31st and to receive vacation pay at six percent (6%) of gross earnings earned in the next preceding calendar year, to the calendar year in which the Annual Vacation is taken.
- (3) Notwithstanding Article 15.01 (1) and (2) hereof, any employee who has completed three (3) or more years of continuous service with the Employer on December 31st, in any year of the term of this Agreement, shall be entitled to be absent from work during four (4) calendar weeks in each calendar year following such December 31st and to receive vacation pay at eight percent (8%) of gross earnings earned in the next preceding calendar year, to the calendar year in which the Annual Vacation is taken.
- (4) Notwithstanding Article 15.01 (1), (2) and (3) hereof, any employee who has completed fifteen (15) or more years of continuous service with the Employer on December 31st, in any year of the term of this Agreement, shall be entitled to be absent from work five (5) calendar weeks in each calendar year following such December 31st, and to receive vacation pay at ten percent (10%) of gross earnings earned in the next preceding calendar year, to the calendar year in which the Annual Vacation is taken.
- (5) Notwithstanding Article 15.01 (1), (2), (3), and (4) hereof, any employee who has completed twenty-five (25) or more years of continuous service with the Employer on December 31st, in any year of the term of this Agreement, shall be entitled to be absent from work six (6) calendar weeks in each calendar year following such December 31st, and to receive vacation pay at twelve percent (12%) of gross earnings earned in the next preceding calendar year, to the calendar year in which the Annual Vacation is taken.

15.02 All employees, upon termination of employment for any reason, will be paid their annual vacation accruals as established under this Article and such payment will not form part of the termination pay.

15.03 It is understood and agreed that the Employer will grant to part-time nurses, in accordance with their seniority, preference in selecting of personal annual leave of absence, without pay, in lieu of vacation period.

15.04 For the purpose of vacation entitlement, length of continuous service, for those nurses who have elected to

change their status from full-time to part-time or vice versa, shall mean combined service as both full-time and part-time. For the purpose of conversion of service from part-time to full-time two hundred (200) tours of part-time service shall equal one year's full-time service.

**ARTICLE 16 - BULLETIN BOARDS**

16.01 The Employer agrees to provide bulletin boards for the use of the Association. The bulletin boards are to be used for information purposes to the general membership of the Association. Any offensive or derogatory notices shall be removed by the Employer.

**ARTICLE 17 - NEW CLASSIFICATIONS**

17.01 When a new classification, which is covered by the terms of this Collective Agreement, is established by the Employer, the Employer shall determine the rate of pay for the new classification and notify the Local Association of the new classification and its rate of pay. If the Association challenges the rate of pay, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) calendar days after receipt of such notice from the Employer, of the new occupational classification and rate. Any change mutually agreed upon resulting from such meeting shall be retroactive to the date that such notice of the new rate was given by the Employer.

If the parties are unable to agree to the rate of pay, the matter may then be submitted to arbitration as provided for in this Agreement, provided application for arbitration is made within fifteen (15) calendar days of the said meeting. The decision of the Board of Arbitration (or Arbitrator, as the case may be) shall be based on the relationship established by comparison with other nursing classifications within the Home, having regard to the requirements of such classification.

**ARTICLE 18 - PROFESSIONAL DEVELOPMENT**

18.01 The Employer shall encourage professional growth by providing:

- (a) an orientation program for new nurses;
- (b) a regular in-service program;
- (c) 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 employee for loss of regular wages as a result

of attending such course or workshop;

- (d) Regular yearly performance reviews for all nurses on their anniversary date. The Nurse concerned will be given the opportunity to sign the review form in question to indicate that its contents were read and explained and to indicate any areas of disagreement. A copy of the evaluation will be provided to the nurse at her request. It is understood that with the release of these documents, the Employer is no longer responsible for the confidentiality of same.

18.02      Orientation

A newly hired nurse shall not be placed in charge in any area until she has been fully oriented to the Home.

It is agreed that an Orientation and In-service program will be provided, reviewed and up-dated from time to time.

The orientation program shall be based on the following principles:

- (A) (1) There shall be at least a one week planned Home orientation.
  - (2) Orientation shall be available to full-time nurses at the Employer's expense.
  - (3) An orientation period of not less than one (1) week shall be provided to a nurse on return from leave of absence of three (3) months or more. This period of time may be elongated or contracted in recognition of the nurse's experience within the Home. In no case shall this period be for a period of less than one (1) day.
  - (4) During this period of orientation, a nurse shall have access to planned in-service education programs.
- (B) All in-service education programs shall be posted on all bulletin boards.

18.03      A nurse, upon written request to the Director of Personnel, may view her personnel file at a time mutually convenient.

18.04      Any disciplinary notation or suspension of less than five (5) days will be removed from the record of a nurse twenty-four (24) months following the receipt of such notation or suspension, provided that the nurse's record has been discipline-free for such twenty-four (24) month period.



ARTICLE 19 - GENERAL

- 19.01 A copy of this Agreement will be produced by the Employer and issued to each Nurse currently in the employ of the Employer and each Nurse that becomes employed in the future, The printing costs of copies of this Agreement will be shared equally by the Employer and the Association.
- 19.02 Whenever the feminine pronoun is used in this Agreement, it shall be read to include the masculine pronoun where the content so requires, And whenever the singular pronoun is used, if it is necessary, the plural shall be deemed to apply.
- 19.03 Subject to prior approval by the Employer, the Association will be granted permission to hold meetings on the Employer's premises that will not interfere with the regular routine duties of the scheduled hours of operation.
- 19.04 (a) The day tour is defined as the hours of 0725 to 1525.
- (b) The evening tour is defined as the hours of 1525 to 2325.
- (c) The night tour is defined as the hours of 2325 to 0725.
- (d) That regular rate, regular straight time hourly rate, normal day's pay and basic rate of pay be defined as the rate of pay for the employee's permanent classification.

ARTICLE 20 - COMPENSATION

- 20.01 All employees shall be compensated in accordance with Schedule A of this Agreement as attached hereto and forming part thereof.
- 20.02 A nurse who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that she will receive no less an increase in salary than the equivalent of one (1) step in the salary range of her previous classification (provided that the new rate does not exceed the salary range of the classification to which she has been promoted). Her anniversary date, for the purposes of wage progression, shall be the date on which she started in the new position.
- 20.03 (1) Claim for recent related clinical experience, if any, shall be made in writing by the Nurse at the time of hiring. The nurse shall co-operate with the Home by providing verification of previous

experience. Credit for experience shall not be less than one (1) year's service credit for every two (2) years of recent related clinical experience up to a maximum of Level Four (4) on the salary scale.

(2) Part-time nurses shall advance to the next step of the salary grid upon completion of each fifteen hundred (1500) paid hours.

20.04 (1) A part-time nurse who becomes a full-time nurse will assume her same level on the full-time salary grid. A full-time nurse who becomes a part-time nurse will assume her same level on the part-time salary grid.

(2) For the purposes of Article 20.04 (1), a nurse who so transfers will be given credit for service accumulated since the date of last advancement.

#### ARTICLE 21 - TERM OF AGREEMENT

21.01 This Agreement shall be in effect from April 1, 1988, and shall remain in effect until March 31, 1990, unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

21.02 Notice that amendments are required or that either party intends to terminate this Agreement, may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement, or any Anniversary Date of such expiration date.

21.03 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within sixty (60) days of the giving of such notice, unless extended by mutual agreement.

#### 21.04 Retroactivity

1. Increases to the salary schedule shall be retroactive to all employees in the bargaining unit as of April 1, 1988.

2. Any new and previous employees shall be entitled to pro rata adjustment; employer to notify previous employees of their retroactivity entitlement: previous employees to claim such in thirty (30) days.

3. Retroactivity shall be paid to bargaining unit members on separate itemized pay cheques, no later than four (4) weeks following ratification by both parties.

ARTICLE 22 - PROFESSIONAL RESPONSIBILITY

22.01 In the event that the Employer 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 care, she or they will:

- (a) (i) Complain in writing to the Nurse-Management Committee within ten (10) calendar days of the alleged improper assignment. The Chairman of the Nurse-Management committee shall convene a meeting of the Nurse-Management Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
  - (ii) Failing resolution of the complaint within five (5) calendar days of the Nurse-Management Committee the complaint shall be forwarded to an independent assessment committee composed of three (3) registered nurses: one chosen by the 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 chairman.
  - (iii) The Assessment Committee shall conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary to assess the merits to the complaint properly. The Assessment Committee shall report its findings in writing to the parties within fourteen (14) calendar days following completion of its hearing and investigation and shall forward a copy of its report to the Social Services Committee of the Regional Municipality of Sudbury.
- (b) (i) The panel of four (4) independent registered nurses who are well respected within the profession are named in an attached Memorandum of Agreement. The members of the panel shall sit in rotation as agreed in the Memorandum. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the

parties.

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

DATED AT SUDBURY, ONTARIO, THIS 6th DAY OF February, 1991.

THE REGIONAL MUNICIPALITY OF SUDBURY  
PIONEER MANOR - HOME FOR THE AGED

ONTARIO NURSES' ASSOCIATION

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

*[Signature]*

Chairman

\_\_\_\_\_

*[Signature]*

Clerk

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

RS	LEGAL
ENGINEERING	
TREASURY	
PLANNING	
OTHER	

SCHEDULE A - COMPENSATION - PART-TIME NURSES

			<u>Effective</u> <u>April 1/88</u>	<u>Effective</u> <u>April 1/89</u>
<u>REGISTERED NURSE</u>				
Start	-	Daily	118.88	121.28
	-	Hourly	15.85	16.17
1 Year	-	Daily	123.38	127.73
	-	Hourly	16.45	17.03
2 Years	-	Daily	125.33	129.68
	-	Hourly	16.71	17.29
3 Years	-	Daily	127.58	132.00
	-	Hourly	17.01	17.60
4 Years	-	Daily	130.43	135.30
	-	Hourly	17.39	18.04
5 Years	-	Daily	132.98	138.00
	-	Hourly	17.73	18.40
6 Years	-	Daily	135.90	141.00
	-	Hourly	18.12	18.80
7 Years	-	Daily	139.13	144.30
	-	Hourly	18.55	19.24
8 Years	-	Daily		146.48
	-	Hourly		19.53

SCHEDULE "A" - COMPENSATION - PART-TIME NURSES (CONTINUED)

			<u>Effective</u> <u>April 1/88</u>	<u>Effective</u> <u>April 1/89</u>
<u>GRADUATE NURSE</u>				
Start	-	Daily	115.58	117.90
	-	Hourly	15.41	15.62
1 Year	-	Daily	119.93	124.13
	-	Hourly	15.99	16.55
2 Years	-	Daily	121.65	125.93
	-	Hourly	16.22	16.79
3 Years	-	Daily	123.83	128.18
	-	Hourly	16.51	17.09
4 Years	-	Daily	126.68	131.40
	-	Hourly	16.89	17.52
5 Years	-	Daily	129.38	134.25
	-	Hourly	17.25	17.90
6 Years	-	Daily	132.08	137.03
	-	Hourly	17.61	18.27
7 Years	-	Daily	135.15	140.25
	-	Hourly	18.02	18.70
8 Years	-	Daily		142.35
	-	Hourly		18.98

SCHEDULE "A" - COMPENSATION - PART-TIME (CONTINUED)

Percentage In Lieu of Fringe Benefits

- (a) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 14%

- (b) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits.

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 14% which is paid in lieu of fringe benefits and accordingly the 14% add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.





APPENDIX "A"

CHAIRPERSONS - NURSING ASSESSMENT COMMITTEE

Myrtle Kutschke  
Associate Professor  
Laurentian University  
Ramsey Lake Road  
Sudbury, Ontario  
P3E 2C6

Ms. Marie Belanger  
Director of Nursing  
The Wexford  
186 Lawrence Avenue East  
Scarborough, Ontario  
M1R 5B1

Ms. M.L. Peart  
Director of Nursing  
St. Joseph's Hospital  
50 Charlton Avenue East  
Hamilton, Ontario  
L8N 1Y4

Ms. M. Hunt  
Patient Care Co-ordinator  
Psychiatric Unit  
McMaster University  
Hamilton, Ontario

REGIONAL MUNICIPALITY LETTERHEAD

January 12, 1990

Ms. Elaine Lajchak,  
Employment Relations Officer,  
Ontario Nurses' Association,  
Notre Dame Plaza, Unit #1,  
760 Notre Dame Avenue,  
SUDBURY, Ontario P3A 2T3

Dear Ms. Lajchak:

RE: PIONEER MANOR COLLECTIVE AGREEMENT

This will confirm that the Employer considers the term "**child**", as used in the Bereavement Leave Clause, includes adopted and foster children.

Yours very truly

J. Luszka  
Labour Relations Officer

JL/lp

BY-LAW 90-23

BEING A BY-LAW OF THE REGIONAL MUNICIPALITY OF SUDBURY TO AUTHORIZE THE CHAIRMAN AND CLERK TO EXECUTE A COLLECTIVE AGREEMENT BETWEEN THE REGIONAL MUNICIPALITY OF SUDBURY AND ONTARIO NURSES' ASSOCIATION, LOCAL 166 - PART-TIME EMPLOYEES (PIONEER MANOR - HOME FOR THE AGED)

WHEREAS the Council of The Regional Municipality of Sudbury deems it desirable to execute a Collective agreement between The Regional Municipality of Sudbury and the Ontario Nurses' Association, Part-Time Employees;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE REGIONAL MUNICIPALITY OF SUDBURY HEREBY ENACTS AS FOLLOWS:

1. That the Chairman and Clerk be, and the same are hereby authorized to execute a Collective Agreement between The Regional Municipality of Sudbury and the Ontario Nurses' Association, Local 166, Part-Time Employees, for the term April 1st, 1988, to March 31, 1990, inclusive.
2. That this by-law shall come into force and take effect immediately upon the final passing thereof.

READ THREE TIMES AND FINALLY PASSED IN OPEN COUNCIL this 17th day of January, 1990.

Davies

CHAIRMAN

Paul Phillion

CLERK