

SOURCE	D.N.A.		
EFF.	88	04	0
TERM.	90	03	3
No. OF EMPLOYEES	14		
NOMBRE D'EMPLOYÉS	14		

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")

FULL-TIME EMPLOYEES

0944 101

Expires: March 31/90

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 full-time Registered and Graduate Nurses employed in a nursing capacity by the Employer at Pioneer Manor Home for the Aged, Regional Municipality of Sudbury, save and except Director of Nursing Services, Assistant Director of Nursing Services, persons above the rank of Assistant Director of Nursing Services, and persons employed for not more than twenty four (24) hours per week.
- 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 check-off 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 The Employer acknowledges the right of the Association to appoint or otherwise select a Negotiations Committee

of not more than three (3) employees, who shall be employees of the Employer, and will recognize and deal with the said Committee with respect to negotiations for a new or amended Collective Agreement.

The Employer agrees that no member of the negotiating committee shall suffer any loss of earnings for time spent during her regular working hours in negotiations with the Employer for a renewal agreement, up to the point that an Application for Conciliation is made.

7.02 urse-Management Committee

The Employer hereby agrees that representatives of its administration will meet with up to two (2) members of the Association who are employees of the Employer from time to time and preferably at least three (3) times per annum during the term of the Collective Agreement, to discuss problems arising with the administration of the Collective Agreement, and discuss other problems which may further assist in improving any Employer-Association relations.

7.03 The Employer acknowledges the right of the Association to appoint or otherwise select a Grievance Committee which will be employees of the Employer, of not more than two (2) members referred to as nurse representatives. The Association agrees to notify the Employer annually, in writing, the names of the members of the Grievance Committee under this Article or upon any change thereto.

7.04 (1) In order to attend Association Grievance meetings up to and including Stage Three of the Grievance Procedure, such Nurse Representative(s) shall not leave their regular duties without first obtaining permission from their Immediate Supervisor. Such permission will not be unreasonably refused, taking into consideration the efficient operation of the Home.

(2) It is understood that for such approved absences under Article 7.04 (1), the Employer will not make any wage deductions from the affected employees.

7.05 Accident Prevention - Health & Safety Committee

(a) The Home and the Association agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.

(b) The Association shall have one (1) representative chosen from those Regional Employees covered under the Full-time or Part-time O.N.A. Agreements on the Occupational Health and Safety Committee established under the Occupational Health and Safety Act, 1978, at Pioneer Manor -Home For the Aged.

- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Home agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Accident Prevention -Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly Scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (g) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member of the Accident Prevention -Health & Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Home at her regular rate and she shall be entitled to such time off from work as is necessary to attend scheduled meetings.

**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.

8.04 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.

- 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 If an employee is discharged, disciplined or suspended and if she believes she has been unjustifiably discharged, disciplined or suspended, she shall have her grievance processed under the Grievance Procedure commencing at Stage Two, if presented in writing within twenty (20) calendar days after the date of discharge, discipline or suspension.
- 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 for full-time Nurses shall be defined as the length of continuous employment since the latest date of hire. Continuous employment shall mean all attendance and leaves of absence with pay, but shall not include leaves of absence without pay in excess of thirty (30) continuous calendar days.
- 10.02 The Employer will maintain a Seniority List for full-time employees and the same shall be posted on the three (3) bulletin boards. For information purposes only, the names of all full-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 three (3) months' duration. Upon the successful completion of the probationary period, seniority shall be established, as 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.



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 five (5) consecutive 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.

If a nurse's absence without pay exceeds thirty (30) continuous calendar days, she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of absence in excess of thirty continuous calendar days unless otherwise provided. The nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence. A nurse may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty continuous calendar days to ensure her continuing coverage.

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) Protests in regard to an 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.

- (4) Limited Job Postings

- (i) A Limited Position shall mean a position which is for a limited duration of time, not to exceed twelve (12) months or such longer period of time as may mutually be agreed upon between the Employer and the Association.
- (ii) A Limited Job Posting shall state the estimated probable duration.
- (iii) A permanent employee filling a Limited Job Posting shall, upon termination of the said job posting, revert to her permanent classification held immediately preceding the selection.
- (iv) Permanent Employees filling a Limited Job Posting shall not create a vacancy for subsequent job posting purposes. Such vacancies will be filled by selection by the Employer. Selection will be made in the spirit of selection as though the vacancy were being filled by the job posting procedure.
- (v) Notwithstanding the provisions of this Article, vacancies of twenty-one (21) or less calendar days may be filled by the Employer without recourse to the Job Posting Procedure.

- 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 (1) 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.

- (2) 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.

- (3) 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 childbirth 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

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 The Regional Policy on Educational Leave and Tuition Reimbursement shall apply to nurses of Pioneer Manor, including any further amendments.

#### ARTICLE 12 - SICK LEAVE

- 12.01 Sick leave will be granted on the following basis:

- (1) Each nurse shall be entitled to sick leave at the rate of one and one-half (1-1/2) days per month cumulative from the date of employment. The unused portion of sick leave in any year will be cumulative.
- (2) A nurse who has completed five (5) years of continuous employment shall, on termination of her employment, or her estate on death, be paid one-half (1/2) her unused sick leave credits at the nurse's then current straight time rate of pay.
- (3) Sick leave credits currently standing to the credit of a nurse at the date of signing of this Agreement shall be deemed to be earned sick leave. Within two (2) months after signing of this Agreement and by January 15th of each year thereafter, the Employer will notify each nurse of the amount of unused sick leave standing to her credit.

- 12.02 A nurse who returns to full-time service from part-time service shall have reinstated any sick leave credits accumulated during previous full-time service, provided that her employment with the Home has remained unbroken since the time of full-time service.

#### ARTICLE 13 - HOURS OF WORK

- 13.01 (1) The regular work week for all nurses shall be an average of thirty-seven and one-half (37 1/2) hours per week exclusive of a one-half (1/2) hour unpaid lunch period daily, but not to exceed seventy-five (75) hours in a two (2) week period exclusive of daily one-half (1/2) hour unpaid lunch periods.

period in each half of the daily tour.

- (2) 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.

13.02

- (1) The calendar monthly tour schedule and rotating days off shall be posted at least two (2) 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 shift.
- (3) When a nurse reports for work at the regularly scheduled time for her tour of duty and is sent home because of a 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.

ARTICLE 14 - OVERTIME;

14.01

If a nurse is authorized to work in excess of the hours referred to in Article 13.01, 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.

14.02 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 14.01 above, or premium for holiday work as set out in 15.03 (1).

14.03 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.

14.04 Shift Premiums

Effective November 1st, 1985, a nurse shall be paid a shift premium of Forty-Five Cents (.45¢) 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.

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15.01 All Permanent and Probationary Employees shall be paid a normal working day's pay at their basic rate for each of the following Statutory Holidays:

- |  |                  |
|--|------------------|
| New Year's Day                                       | Good Friday      |
| Easter Monday  | Victoria Day     |
| Dominion Day   | Civic Holiday    |
| Labour Day   | Thanksgiving Day |
| Remembrance Day                                      | Christmas Day    |
| Boxing Day   |                  |
| Effective March 31, 1990 - Second Monday in February |                  |

15.02 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.

15.03 (1) Employees who are required to work on a Statutory Holiday, shall be paid at the rate of time and one-half (1-1/2) their basic rate of pay in addition to their pay for the Statutory Holiday.

(2) Notwithstanding Article 15.03 (1), when a nurse options for a lieu day off with basic pay she shall forfeit statutory holiday pay under Article 15.01. A lieu day off must be taken within thirty (30)



statutory holiday was observed and payment shall be made to the nurse in accordance with Article 15.01.

- 15.04 For an employee to qualify for payment of any of the above noted Statutory Holidays, an employee must have worked the scheduled working day previous to the Statutory Holiday, and the scheduled working day next following the Statutory Holiday -unless the employee has been excused from duty by being on Annual Vacations, Sick Leave Absence with Pay, or on an Approved Leave of Absence with Pay.
- 15.05 Should a Statutory Holiday fall within an employee's Annual Vacation period, a day in lieu of the Statutory Holiday shall be added to the beginning or the end of the Vacation period, or taken at a time agreed upon between the employee and her respective Department Head.
- 15.06 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 16 - VACATIONS

- 16.01 (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 16.01 (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

year in which the Annual Vacation is taken.

- (4) Notwithstanding Article 16.01 (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 16.01 (1), (2), (3), and (4) hereof, any employee who has completed twenty-five (25) years 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.

16.02 The Vacation Schedule shall be posted by April 1st and finalized by May 1st of each year provided no interruption beyond the control of the Employer is encountered, and shall not be changed unless mutually agreed to by the employee and the Employer.

- 16.03
- (1) Vacation may be taken at any time of the year and the Employer will grant requests where reasonably possible.
  - (2) In the event of conflict between requests made by nurses, seniority shall prevail to resolve the conflict.
  - (3) Either the weekend prior to or the weekend following a nurse's vacation shall be scheduled as a weekend off.
  - (4) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report following vacation.

16.04 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.

16.05 Vacation pay calculated on current earnings will be paid to each nurse on the pay date immediately preceding her vacation if requested. Such a request must be made in writing at least three weeks before the pay date in

question.

- 16.06 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,
- 16.07 If a nurse applies for sick leave during her period of vacation, and provided such application has an applicable medical certificate, there shall be no deduction from vacation credits for such absence.

#### ARTICLE 17 - WELFARE BENEFITS

- 17.01 The Employer agrees to contribute one hundred percent (100%) of the total premium for each full-time nurse, unless the nurse is otherwise exempted, for the following Benefit plans:
- (i) Ontario Health Insurance Plan (O.H.I.P.)
  - (ii) Supplementary Semi-Private Hospital Care, equivalent to that of Blue Cross.
  - (iii) Comprehensive Extended Health Care equivalent to that of Blue Cross, including 35¢ deductible Drug Plan.
  - (iv) Dental Plan Blue Cross #9, or equivalent, 50% cost shared.
  - (v) For Permanent Employees, the Employer agrees to contribute one hundred percent (100%) of the employee premium cost for the Group Life Insurance Plan as underwritten for the Regional Municipality of Sudbury.
- 17.02 The Employer shall continue to pay the premiums for Benefit Plans as outlined in Article 17.01 for Nurses on Paid Leaves of Absence or Workers' Compensation. Nurses who are on layoff may continue to participate in Benefit Plans, at their request, provided they make arrangements for payment.
- 17.03 (1) The Employer shall provide each Nurse and the Association with those Information Booklets available from the carriers outlining the details of the Benefit Plans provided for in Articles 17.01, 18.01, and 18.02.
- (2) The Employer may substitute another carrier for any plan (other than OHIP) provided that the benefits conferred thereby are not decreased. The Employer

shall discuss with the Association any change in the carrier or underwriter for any plan at least sixty (60) days before implementing such change.

ARTICLE 18 - PENSION PLANS

18.01 The Pension Plan established under the Canada Pension Plan Act and the Ontario Municipal Employees Retirement System Act shall be adopted by the Association — the Employer.

ARTICLE 19 - BULLETIN BOARDS

19.01 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 20 - NEW OCCUPATIONAL CLASSIFICATIONS

20.01 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 - PROFESSIONAL DEVELOPMENT

21.01 The Employer shall encourage professional growth by providing:

- (a) an orientation program for new nurses:

- (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 review 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.

21.02 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 front 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.

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

21.04 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 22 - GENERAL

- 22.01 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.
- 22.02 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.
- 22.03 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.
- 22.04 (1) The day tour is defined as the hours of 0725 to 1525.
- (2) The evening tour is defined as the hours of 1525 to 2325.
- (3) The night tour is defined as the hours of 2325 to 0725.
- (4) 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 23 - COMPENSATION

- 23.01 All employees shall be compensated in accordance with Schedule "A" of this Agreement as attached hereto and forming part thereof.
- 23.02 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

she started in the new position.

- 23.03 (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) Increments for a full-time nurse shall be effective on the Nurse's anniversary date.
- 23.04 (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 23.04, a nurse who so transfers will be given credit for service accumulated since the date of last advancement. Her new anniversary date will be the date she accumulates a total of two hundred (200) tours since the date of last advancement, and she will be advanced one (1) increment on that date.

#### ARTICLE 24 - TERM OF AGREEMENT

- 24.01 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.
- 24.02 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.
- 24.03 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.
- 24.04 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 the parties.

#### ARTICLE 25 - PROFESSIONAL RESPONSIBILITY

25.01 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



(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

RS LEGAL
ENGINEERING
TREASURY
PLANNING
OTHER

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

*[Signature]*

Chairman

*[Signature]*

Clerk

*[Signature]*

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

SCHEDULE A - COMPENSATION - FULL-TIME

REGISTERED NURSE RATE

	<u>MONTHLY</u>	<u>HOURLY</u>
<u>AS OF APRIL 1, 1988</u>		
Start	2575.55	15.85
1 Year	2673.38	16.45
2 Years	2715.06	16.71
3 Years	2763.67	17.01
4 Years	2825.96	17.39
5 Years	2881.64	17.73
6 Years	2944.28	18.12
7 Years	3013.88	18.55

AS OF APRIL 1, 1989

Start	2627.06	16.17
1 Year	2766.95	17.03
2 Years	2810.09	17.29
3 Years	2860.40	17.60
4 Years	2931.93	18.04
5 Years	2989.70	18.40
6 Years	3054.69	18.80
7 Years	3126.90	19.24
8 Years	3173.80	19.53

SCHEDULE A (continued)

GRADUATE NURSE RATE

	<u>MONTHLY</u>	<i>HOURLY</i>
<u>AS OF APRIL 1, 1988</u>		
Start	2504.13	15.41
1 Year	2598.38	15.99
2 Years	2635.75	16.22
3 Years	2682.88	16.51
4 Years.	2744.63	16.89
5 Years	2803.13	17.25
6 Years	2861.63	17.61
7 Years	3028.25	18.02

AS OF APRIL 1, 1989

Start	2554.50	15.72
1 Year	2689.38	16.55
2 Years	2728.38	16.79
3 Years	2777.13	17.09
4 Years	2847.00	17.52
5 Years	2908.75	17.90
6 Years	2968.88	18.27
7 Years	3038.75	18.70
a Years	3084.25	18.98

APPENDIX "A"

CHAIRPERSONS - NURSING ASSESSMENT COMMITTEE

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

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

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

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 is advised that the existing Extended Health Care Plan provides for such protective medications as may be prescribed by a Physician in the prevention and treatment of communicable and infectious diseases.

Yours very truly

J. Luszka  
Labour Relations Officer

JL/lp

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

REGIONAL MUNICIPALITY LETTERHEAD

January 12, 1990

Ms. Elaine Lajchak,  
Employment Relations Officer,  
Ontario Nurses' Association,  
Notre Dame Plaza, Unit #1,  
760 Notre Dame Avenue,  
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Yours very truly

J. Luszka  
Labour Relations Officer

JL/lp

BY-LAW 90-24

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 - FULL-TIME EMPLOYEES (PIONEERMANOR - 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, Full-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, Full-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