

SOURCE	O.N.A.		
EFF.	88	12	23
TERM.	90	12	31
No. OF EMPLOYEES	8		
NOMBRE D'EMPLOYÉS	8		

COLLECTIVE AGREEMENT

BETWEEN

LEISURE WORLD HEALTH CARE INC., BRANTFORD

AND

ONTARIO NURSEES' ASSOCIATION

EXPIRY: DECEMBER 31, 1990

0955201

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish by mutual agreement an orderly collective bargaining relationship between the Home and the nurses concerned, and to provide for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all nurses within the bargaining unit.
- 1.02 It is recognized that nurses wish to work together with the Home to secure the best possible nursing care and health protection for patients.

ARTICLE 2 - RECOGNITION

- 2.01 The Home recognizes the Association as the sole bargaining agent of all registered and graduate nurses employed in a nursing capacity by Leisure World Health Care Inc. in Brantford, save and except the Director of Resident Care and persons above the rank of Director of Resident Care.
- 2.02 A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario in accordance with The Health Disciplines Act 1974, as amended. A Registered Nurse is required to present to the Director of Resident Care, by the 15th of February of each year, her current registration certificate.
- 2.03 A Graduate Nurse is defined as a nurse with registration incomplete who is a graduate of a program acceptable to the College of Nurses of Ontario and is either in the process of being registered by the College of Nurses of Ontario or is completing registration requirements. This registration to be completed within twenty-four (24) months of employment. This applies to all new employees within the scope of this Agreement.
- 2.04 All references to officers, representatives and Committee members in this Agreement shall be deemed to mean officers, representatives and Committee members of the duly chartered local.
- 2.05 For the purpose of interpretation, wherever herein, the feminine gender shall mean and include the masculine and vice versa, and similarly the singular shall include the plural and vice versa, as applicable.
- 2.06 Persons whose jobs are not in the bargaining unit shall not perform work normally performed by employees within

the bargaining unit, except:

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

ARTICLE - NO DISCRIMINATION

- 3.01 The Home and the Association agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practised by any of its representatives with respect to any nurse because of her membership, activities or lack of activities on behalf of the Association, or non-membership in the Association, and that there will be no Association activities, solicitation from membership or collection of dues on the Home's premises, except with the written permission of the home or as specifically provided for in this Agreement.
- 3.02 The Home will continue its policy of no discrimination, interference, restriction or coercion being exercised or practised with respect to any employee by reason of age, sex, marital status, race, colour, political or religious affiliation or other factors not pertinent with respect to employment.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 The Association agrees there will be no strikes and the Home agrees there will be no lockouts during the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Management of the Home's operation and the selection and direction of all nurses shall continue to be exclusively vested with the Home, except where specifically abridged by the terms of this Agreement.
- 5.02 The Home may make and enforce reasonable rules and regulations which where applicable shall not be inconsistent with the terms of this Agreement.

ARTICLE 6 - COMMITTEE REPRESENTATION

- 6.01 The Home will recognize the following representation, upon being duly advised by the Association of the names of the representatives and of alternates:
- (a) up to four (4) Representatives.
 - (b) A Grievance Committee of up to two (2) nurse8 plus the grievor if requested by either party.
 - (c) A Negotiating Committee of up to three (3) nurses.
 - (d) *An Association-Management Committee* composed of up to three (3) representatives from each of the parties. The duties and functions of the Association-Management Committee shall be to discuss matters of mutual interest pertaining to nursing care. Meetings of the Committee shall be as required, but not more often than every two (2) months. *An agenda shall be submitted by the party requesting the meeting.*
 - (e)
 - (i) 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;
 - (ii) At least one representative on the Health and Safety Committee will be a nurse from amongst the bargaining unit employees, selected or appointed by the Association;
 - (iii) Such committee shall identify potential dangers and hazards and recommend means of improving the health and safety programmes and obtain information from the Employer or other persons respecting the identification of hazards and standards elsewhere;
 - (iv) Meetings shall be held at least every second (2nd) month or more frequently, if required;
 - (v) Time off for such representatives to attend meetings of the Health and Safety Committee shall be granted, and any representative attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
 - (vi) The Association agrees to endeavour to obtain the full co-operation of its membership in

observation of all safety rules and practices.

(vii) All time spent by a member of the Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Home at her regular rate, and she shall be entitled to such time from work as is necessary to attend scheduled meetings.

- 6.02 Representatives of the Association have their regular work to perform on behalf of the Home. If it is necessary for a representative of the Association to attend Association business during her working hours, she shall not leave her work without first: obtaining the permission of her Immediate Supervisor. When resuming her regular work, she shall again report to her Supervisor. (Such permission will not be unreasonable withheld). In return for this, the Home agrees to compensate representatives of the Association for wages lost through loss of regular hours of work when meeting with the Home. Compensation will be made for any meetings up to but not including arbitration.
- 6.03 The Home agrees to provide an officer of the Association or Nurse Representative with a fifteen (15) minute period within the Home's orientation program in order to meet with newly hired nurses to discuss Association business. Such meeting to be arranged by the Home.
- 6.04 It is agreed that a representative of the Ontario Nurses' Association shall, after making suitable arrangements with the Home, have access to the premises of the Home.

ARTICLE 7 - ASSOCIATION DUES

- 7.01 The Home shall deduct from the first payroll of each month, from the pay due to each nurse who is covered by this Agreement, a sum equal to the monthly Association dues of each nurse. The Association shall notify the Home, in writing, of the amount of such dues from time to time. The Home will send to the Ontario Nurses' Association monthly, by the 15th of the following month, its cheque for the dues so deducted, along with a list of the names for the nurses and the amount of such deduction for each nurse. Each list shall show the social insurance number of each nurse.
- 7.02 The Association shall save the Home harmless with respect to any liability which the Home might incur as a result of such deduction and remittance.

ARTICLE 8 - GRIEVANCE PROCEDURE**8.01 Complaint**

Any nurse may present a complaint at any time without recourse to the formal written procedure. An earnest effort will be made on the part of both parties to settle the dispute promptly.

A nurse may present a complaint to her Director of Nursing or designate, Such complaint must be presented within ten (10) days of the date of its occurrence. The Director of Nursing or designate shall render her decision within five (5) days following the date on which the complaint was submitted. If this decision is unsatisfactory to the nurse Step No, 1 may be followed within five (5) days.

8.02 Step No. 1:

Within five (5) days following the decision of the Director of Nursing or designate', the nurse may submit the written grievance to her Director 'of Resident Care or her delegate, who will deliver her decision, in writing, within five (5) days from the date on which the written grievance was presented to her. Failing settlement, then:

Step No. 2:

Within seven (7) days following the decision under Step No. 1, the nurse may submit a written grievance to the Administrator or her designate. The parties, including the Association Grievance Committee, will, if either party so requests, meet to discuss the grievance at a time and place suitable to them both. A representative of the Ontario Nurses' Association may attend if requested by the Local Association or the Home.

The Administrator or her designate shall reply to the grievance within seven (7) days following the meeting at Step No. 2 of the Grievance Procedure. If such reply is not satisfactory to the grievor, the grievance may be referred to Arbitration in accordance with the provisions of Article 9.

8.03 Policy Grievance

A complaint or grievance arising directly between the Home and the Association concerning the interpretation, application, administration or alleged violation of this Agreement shall originate at Step No. 2 of the Grievance

Procedure within fifteen (15) days after the circumstances giving rise to the complaint have occurred. No matter may be grieved as a Policy Grievance which involves a complaint from an individual nurse.

- 8.04 All agreements reached under the Grievance Procedure between the representatives of the Home and the grievor or the representative of the Association will be final and binding upon the Home and the Association, and the Nurses.
- 8.05 Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 8.06 The parties may agree to waive or extend any of the time limits established in the Grievance and Arbitration Procedure. However, no matter may proceed to arbitration which has not been properly carried through the Grievance Procedure.
- 8.07 (a) A Nurse Representative may assist the grievor at any stage of the grievance procedure if so requested.
- (b) The Employer will give a nurse notice of her right of representation, if practicable, of any meeting with the Employer where a reprimand, discipline or termination (including resignation) may be discussed.

8.08 Discharge and Suspension Grievances

A claim by a nurse that she has been unjustly suspended or discharged from her employment, will be treated as a special grievance commencing at Step No. 2 of the Grievance Procedure, provided the nurse submits her written grievance dated and signed within five (5) days after the suspension or discharge occurs. Such special grievances may be settled, confirming the action of the Home or by reinstating the suspended or discharged person with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitration Board.

8.09 Group Grievance

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 his / her designate, within fifteen (15) calendar days

after the circumstances giving rise to the complaint have occurred. The grievance shall then be treated as being initiated at Step #2.

ARTICLE 9 - ARBITRATION

- 9.01 If the Home or the Association requests that a grievance be submitted to Arbitration, it shall make such requests within ten (10) days, in writing, addressed to the other party to this Agreement, and at the same time shall name a nominee. Within ten (10) days thereafter, the other party shall name a nominee and notify the other party. The two nominees so nominated shall, within ten (10) days of the nomination of the latter of them, attempt to settle, by agreement, on a third person to be Chairman of the Arbitration Board. If they are unable to agree on such a Chairman, they may request the Labour-Management Arbitration Commission for the Province of Ontario to appoint a Chairman. In the event of default of either party in nominating its representative to the Board of Arbitration, the other party may apply to the Ministry of Labour for the Province of Ontario who shall have the power to affect such an appointment.
- 9.02 No person may be appointed as a arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.03 The Arbitration Board shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.04 The written decision of the majority of the Board of Arbitration or, if there is no majority, the decision of the Chairperson shall be final and binding upon the Home, the Association and the nurse or nurses concerned.
- 9.05 Each of the parties will bear the expense of the nominee appointed by them, and each shall pay half of the remuneration and expenses of the Chairperson.
- 9.06 Upon mutual agreement of the parties, in writing, a single arbitrator maybe substituted for a Board of Arbitration; in such a case, all of the other provisions of this Article shall continue to apply as with a Board of Arbitration.
- 9.07 Saturdays, Sundays and Paid Holidays shall not be counted in determining the time in which any action is to be

taken or completed in any steps of the Grievance or Arbitration Procedures.

ARTICLE 10 - JOB SECURITY

- 10.01 (a) Full-time seniority is defined as length of continuous service with the Home since date of last hire.
- (b) Part-time seniority is defined as the number of hours worked from the date of last hire. Fifteen hundred (1500) hours worked of part-time seniority shall equal one (1) year of full-time seniority.
- 10.02 Newly employed nurses will be considered probationary for four hundred and fifty (450) hours or sixty (60) tours, whichever comes first. During the period of probation, she shall enjoy all the rights and privileges prescribed in this Agreement except that she shall have no seniority but if she is retained beyond the probationary period, her seniority shall then be credited as of the date of last entry into the service of the Employer and shall be cumulative.
- 10.03 Two (2) seniority lists showing the names of full-time and part-time nurses who have completed their probationary period, their length of service with the Home (for part-time nurses this shall be number of tours worked) from the most recent date of hire as a nurse, and who are covered by this Agreement, shall be posted by the Home on December 1st and June 1st of each year. A copy of the seniority lists will be filed with the Association. Errors in the list brought to the attention of the Home shall be corrected forthwith but a nurse who brings an error to the attention of the Home later than thirty (30) calendar days from the posting of the list is not entitled to retroactive remedial relief.
- 10.04 A nurse shall lose all seniority and shall be deemed terminated if she:
- (a) leaves of her own accord;
 - (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
 - (c) is laid off for a period in excess of twenty-four (24) continuous months;
 - (d) is absent from scheduled work for a period of three (3) or more consecutive working days without

notifying the Home of such absence and providing a satisfactory reason to the Home.

- (e) fails to return to work (subject to the provisions of 10.05 (e)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;

10.05 Lay-off and Recall

- (a) Where there is a reduction in the workload resulting in a surplus of nurses, the Home shall layoff nurses on the basis of seniority.. Probationary nurses and then the most junior nurses shall be laid off first.
- (b) Nurses who have attained seniority and who may be laid off due to lack of work, will be retained on the Home's records for a period of twenty-four (24) consecutive months. During that period they will be subject to recall if work becomes available. Notice of recall to work will be by registered letter or telegram, addressed to the last address recorded with the Home by the Nurse concerned.
- (c) Nurses shall be recalled in reverse order of lay-off. A nurse being recalled to work must signify her intention to report for work within two (2) days of receipt of the notice of recall being sent out, and must report within a further seven (7) days or forfeit her right of recall.
- (d) All nurses who are on layoff will be given job opportunity before any new nurse is hired.
- (e) In the event of a lay-off of a permanent or long-term nature at the Home, the Home will:
 - (i) provide the Association with no less than thirty (30) calendar days's notice of such lay-off and
 - (ii) meet with the local association through the executive to review the following:
 - (a) the reasons causing the lay-off;
 - (b) the service which the Home will undertake after the lay-off; and

(c) the method and implementation including the areas of cutback and the nurses to be laid off.

10.06 In cases of promotion and transfer (other than appointments to positions outside the scope of the bargaining unit) the following factors shall be considered:

(a) skill, ability and experience;

(b) seniority.

Where the factors (a) are relatively equal, seniority shall govern. Senior applicants who are unsuccessful will be given reasons for their non-acceptance.

10.07 Notice of all vacancies within the scope of this Agreement shall be posted within the Home for seven (7) working days in advance of the appointment. When circumstances require that a vacancy be filled *before the* expiration of seven (7) working days, it shall be filled during that interval only on a temporary relief basis.

A list of vacancies filled in the preceding month and names of the successful applicants, will be posted, with a copy to the Contact Person.

10.08 When a nurse is transferred from full-time to part-time or vice versa her seniority and service shall be retained on the basis of fifteen hundred (1500) hours worked equals one (1) year for the purposes of wage progression vacation and seniority.

10.09 In temporary vacancies due to illness, accident and leaves of absence (including parenting leave): the Home, in filling such vacancies, will give consideration to interested part-time nurses on the basis of seniority prior to employing a newly hired nurses on a temporary basis.

Where part-time nurses fill temporary full-time vacancies, such nurses shall continue to be part-time nurses and shall be paid as such. Upon completion of the temporary vacancy, the Home will return the replacing nurse to her former position.

Nurses newly hired to replace these temporary vacancies may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully

completing her probationary period., The nurse shall be credited with all tours worked towards the probationary period provided in Article 10.02.

At the time of hiring these nurses, the Home will outline to them the circumstances giving rise to the vacancy and the special conditions relating to such employment.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 *Personal*

The Home may grant leave of absence, in writing, and without pay to any nurse for personal reasons. A nurse who has received such permission to be absent will continue to accumulate seniority during her absence up to, but not beyond forty-five (45) continuous calendar days.

11.02 ASSOCIATION BUSINESS

The Home may grant leave of absence without pay or loss of seniority for up to two (2) nurses at any one time to attend Association conventions or educational sessions. Such leave must be applied for at least two (2) weeks in advance, and all leaves for all nurses shall not exceed thirty-five (35) working days per year.

11.03 If a nurse's absence without pay from the Home exceeds forty-five (45) continuous calendar days;, she will not accumulate service for purposes of vacation entitlement and sick leave benefits for the period of the absence. In addition;, the nurse will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence in excess of forty-five (45) continuous calendar days. In case of unpaid approved absences in excess of forty-five (45) calendar days, a nurse may arrange with the Home to prepay the full premium of the subsidized employee benefits for the entire period of the leave of absence to ensure coverage, for the period in excess of forty-five (45) continuous calendar days.

11.04 Leave of Absence for Nurses on the Board of Directors - the Ontario Nurses' Association

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President, shall be granted leave of absence without pay up to a total of fifty (50) days annually. There shall be no loss of seniority or credits for the purposes of

salary advancement and vacation entitlement or other purposes during such leave(s) of absence. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Association leave provided in 11.02 above.

11.05 Leave of Absence for the President of the Ontario Nurses' Association

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

11.06 Jury Duty

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

- (a) notifies the Home immediately upon her notification that she will be required to attend Court;
- (b) presents proof of service requiring her attendance;
- (c) promptly repays the amount (other than expenses) paid to her for such service or attendance, to the Home.

Where the nurse is scheduled to work the night shift immediately prior to the day of jury duty she shall be relieved of working on that shift and shall have the shift rescheduled to a point later in the pay period.

11.07

A nurse will be allowed up to three (3) consecutive days' leave of absence with pay following the death in the event of the death of her father, mother, sister, brother, husband (wife), child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild or legal guardian. Only that portion of the three (3) days which would otherwise have been working days or paid holidays, will be paid by the Home.

Where it is necessary, because of distance, the nurse may apply for personal leave of absence in addition to the bereavement leave. Permission for such leave shall not be unreasonably withheld.

11.08 Pregnancy and Parenting Leave

A nurse with thirteen (13) weeks of continuous service shall be granted pregnancy and parenting leave, subject to the following conditions:

- (a) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse, with ten (10) months of continuous service, shall be entitled to seventeen (17) weeks' leave, of which fifteen (15) weeks will be paid provided she requests such leave in writing two (2) weeks in advance of the expected date of commencing the leave. The fifteen (15) week entitlement under the Unemployment Insurance Act shall be topped up by the Employer so that the nurse will receive seventy-five percent (75%) of current earnings.
- (b) The nurse shall give at least two (2) weeks' written notice of her intention to return to work. However, her leave shall not end before the expiration of six (6) weeks from the actual delivery date, unless otherwise mutually agreed.
- (c) Additional leave without pay up to a maximum total of thirty-five (35) weeks shall be granted, provided the nurse makes such request, in writing, at least four (4) weeks prior to the originally expected date of her return to work.
- (d) On returning to work, the nurse shall be reinstated to her former position, including location and shift.
- (e) During the first thirty-five (35) weeks of leave the Employer shall continue to pay its contributions towards the cost of subsidized employee benefits in which the nurse is participating, and the nurse's seniority, service and all other benefits shall continue to accumulate for that same period.

11.09 Adoption Leave

A full-time nurse with more than one (1) year of service who is in the process of adopting a child will be given unpaid leave of absence, the duration of which will be

six (6) months. The request for such leave shall be made in writing by the nurse requesting the leave and shall be made as far in advance as possible. The nurse shall continue to accumulate seniority for the entire period of the leave.

11.10 Education Leave

At the discretion of the Home, nurses will be allowed to attend workshops which are employment related, and to attend professional meetings. Selection of the nurses shall be made on an equitable basis from those who apply to attend such programs. In the event of conflict among nurses who are applying to attend such programs, seniority shall be the deciding factor. Leave of absence without pay may be granted to a nurse who wishes to enroll in a post graduate course, certificate or degree course from university or community college, or other institutions which are employment related. Leaves of absence shall not be unreasonably withheld.

ARTICLE 12 - HOURS OF WORK

- 12.01 (a) The normal daily tour shall be seven and one-half (7-1/2) hours exclusive of an unpaid thirty (30) minute meal period.
- (b) The average weekly hours are thirty-seven and one-half (37-1/2), which shall be averaged over a two (2) weeks' pay period.
- 12.02 There will be a fifteen (15) minute rest period during each half tour.
- 12.03 Should a nurse be recalled to duty during her meal time, additional time shall be provided later in the shift.
- 12.04 Overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of changeover to daylight saving from standard time.
- 12.05 The Employer will endeavour to arrange schedules so as to provide for every other weekend off. If a nurse is required to work a third and subsequent weekend, she will receive premium payment of time and one-half (1-1/2) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:
- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or

- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as a result of an exchange.

12.06

If a nurse is required to work in excess of the hours worked in Article 12.01 (a) and 12.01 (b) she shall receive overtime premium of one and one-half (1-1/2) times her regular straight time hourly rate, which overtime premium shall be compensated by either:

- (a) payment of overtime premium at the rate of one and one-half (1-1/2) times the nurse's regular straight time hourly rate of pay for times worked, or
- (b) lieu time off at the rate of one and one-half (1-1/2) times the time worked, at a mutually agreeable time.

12.07

The Home shall arrange work schedules to provide:

- (a) no split shifts;
- (b) nurses will not be scheduled to work more than seven (7) consecutive days unless otherwise mutually agreed;
- (c) a request by a nurse for a change of scheduled working hours must be submitted, in writing, and co-signed by the nurse willing to exchange tours. Such change initiated by the nurse will not result in additional cost to the Home. All such exchanges must have the prior approval of the Director of Nursing, or her designate which approval shall not be unreasonably withheld.
- (d) All nurses will receive five consecutive days off at either Christmas or New Year's. Christmas time off will include Christmas Eve, Christmas Day, Boxing Day and New Year's time off will include New Year's Eve and New Year's Day. Each nurse will be advised of time off four weeks in advance.

It is understood that the scheduling objectives may be waived between December 15th and January 15th only if necessary so that employees will receive the consecutive days off at either Christmas or New Year's.

- (e) The midnight shift is the first shift of the day.
- (f) The present practice of employing nurses on specific tours on a permanent basis shall be continued.

Nurses will not be rotated without their consent when employed on a permanent shift.

- 12.08 when a nurse is required to work on any day for which she receives one and one-half (1-1/2) times her regular straight time hourly rate (other than overtime premium compensation) for her regular hours worked on that day, and she is required to work additional hours following her full tour on that day, (but not including hours on a subsequently regularly scheduled shift for such nurse) she shall receive two (2) times her regular straight time hourly rate of pay for such additional hours worked but no further premium payment for such additional hours.
- 12.09 ~~Where~~ a nurse reports for work at her assigned starting time without being told in advance by the Home not to report at said time, then the nurse shall receive work or pay in lieu of work, for four (4) hours during that day. This obligation on the part of the Home shall cease if no work can be provided due to fire, Acts of God or other circumstances beyond the control of the Home, or failure on the part of the nurse to keep the Home informed of her current address and telephone number.
- 12.10 Where practical, nurses will be given two (2) days off each week. The shift schedules shall be posted at least two (2) weeks before being effective for a four (4) week period.
- 12.11 (a) The provisions contained in 12.01 above do not represent a guarantee of daily or weekly hours and nurses may be required to work less than thirty-seven and one-half (37-1/2) hours per week, or less than seventy-five (75) hours in a two week period. In such circumstances they will be the same two weeks as the pay period.
- (b) Nurses shall have a reporting for work period of up to ten (10) minutes before each shift, which shall be scheduled by the Administrator or her designate, and which shall be unpaid nor used in calculation in Section 12.06.
- 12.12 Scheduling Part-time Nurses
- (a) Work for part-time nurses shall be made available as equitably as possible with consideration for the nurse's ability to perform the work available.
- (b) Should a part-time nurse be called in to work with less than four (4) hours notice prior to the commencement of a tour and arrive up to one (1) hour

after the beginning of such tour, she shall receive a full payment for the tour.

12.13 Whenever the Home wishes to change the work schedule of a nurse, it shall give notice to the nurse of the change at least twenty-four (24) hours in advance of the scheduled reporting time of the nurse. In the event of failure to comply with this provision, the nurse shall receive four (4) hours' pay or four (4) hours' work.

ARTICLE - COMPENSATION

13.01 Registered Nurse Full-Time

Effective October 6, 1988

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

Note: Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "8 years" level on the salary schedule effective December 23, 1988.

Effective April 1, 1990

	<u>Monthly</u>	<u>Hourly</u>
Start	2732.14	16.81
After 1 Year	2877.63	17.71
After 2 Years	2922.49	17.98
After 3 Years	2974.82	18.31
After 4 Years	3049.21	18.76
After 5 Years	3109.29	19.13
After 6 Years	3176.88	19.55
After 7 Years	3251.98	20.01
After 8 Years	3300.75	20.31
After 9 Years	3350.26	20.62

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

13.02 Registered Nurse - Part-Time**Effective October 6, 1988****Hourly**

Start	18.11
After 1 Year	19.07
After 2 Years	19.37
After 3 Years	19.72
After 4 Years	20.21
After 5 Years	20.61
After 6 Years	21.05
After 7 Years	21.55
After 8 Years	21.87

Note: Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "8 years" level on the salary schedule effective December 23, 1988.

Effective April 1, 1990**Hourly**

Start	18.83
After 1 Year	19.83
After 2 Years	20.14
After 3 Years	20.50
After 4 Years	21.02
After 5 Years	21.43
After 6 Years	21.90
After 7 Years	22.41
After 8 Years	22.75
After 9 Years	23.09

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

The above Part-Time Registered Nurses rate of pay are based on the full-time pay schedule calculated as follows:

$$\text{Hourly Rate} = \frac{\text{Full-time monthly} \times 12}{1990} + 12\%$$

Included in the above hourly rate for part-time nurses is twelve percent (12%) in lieu of Health and Welfare Benefits in Article 16 and Sick Leave Benefits in Article 17 except Article 17.05.

13.03 Effective September 23, 1988, a nurse shall receive shift differentials for all evening and night shifts at the rate of forty-five cents (45¢) per hour in addition to

her regular pay. Shift differential will not form part of the nurse's straight time hourly rate.

- 13.04 (a) A Nurse who is designated in writing to relieve the Director of Nursing, all be paid ten dollars (\$10.00) per tour for each tour so worked, in addition to her regular rate of pay.
- (b) The Employer shall, where no supervisor is on duty, designate a nurse to be in charge on evenings, nights and all shifts on weekends. Such nurse shall receive six dollars and thirty-five cents (\$6.35) per shift, in addition to her regular rate of pay.

13.05 Recognition of Experience

Nurses shall receive recognition for relevant and recent past nursing experience as follows:

- (a) Nurses in the employ of the Home on December 23, 1986 or hired since that date shall be placed on the salary grid in accordance with their service since date of hire and in accordance with their previous experience pursuant to the formula set out in clause (b). Nurses shall have one (1) month from the issuance of the Arbitration Award to claim recognition for their external experience;
- (b) For newly hired nurses, a starting salary shall include recognition of relevant and recent past nursing experience, on the basis that for every two (2) years of such experience, the nurse shall receive one (1) annual increment, up to and including the maximum provided in the salary scale.
- (c) Annual increments shall be paid on the anniversary date of employment for each full-time nurse and after each fifteen hundred (1500) hours worked in the case of part-time nurses;
- (d) Nurses who change their status from full-time to part-time and vice versa will maintain their same level on the salary grid. In addition, a nurse who is so transferred will be given credit for tours worked since the date of her last advancement in accordance with the formula in clause (c).

- 13.06 **When** a new classification in the bargaining unit is established by the Home or the Home makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Home shall advise the Association

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

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

ARTICLE 14 - PAID HOLIDAYS

- 14.01 (a) The following days shall be recognized as paid holidays:

New Year's Day	Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
(effective January 1, 1991)	Christmas
Victoria Day	Boxing Day
Dominion Day	

It is understood that it is the intent of the parties to recognize a maximum of eleven (11) named holidays. Therefore, if another statutory holiday is legislated, the parties will meet to discuss which day the newly legislated statutory holiday will replace in the above list.

- (b) In order to qualify for any of the above holidays, a nurse must work her scheduled work day immediately preceding and work her scheduled work day immediately following the holiday unless the absence is due to an authorized leave of absence.

- 14.02 (a) When a full-time nurse works a holiday, she shall receive premium pay at the rate of time and one-half

(1-1/2) her straight time hourly rate of pay and shall receive another day off with pay.

- (b) When a part-time nurse works on a holiday, she shall receive premium pay at the rate of time and one-half (1-1/2) her straight time hourly rate of pay. In addition, a part-time nurse regardless of whether or not she works on the holiday, shall receive a full days's holiday pay at her regular rate of pay if she has worked twelve (12) or more days in the preceding twenty-eight (28) days prior to the holiday.

- 14.03 A tour that begins or ends during the 24 hour period of the above holidays and where the majority of hours worked fall within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.
- 14.04 When a holiday falls within a full-time nurse's vacation period, it shall be added to the end of her vacation.
- 14.05 When a full-time nurse works on a holiday or when a holiday falls on a scheduled day off, the Employer will endeavour to schedule compensating time off concurrently with scheduled weekends off, vacation, or at a mutually agreeable time, provided that other scheduling requirements allow that to be done.

ARTICLE 15 - VACATI

- 15.01 All full-time nurses shall be granted vacation with pay as follows:
- (a) Up to one (1) year - 1-1/4 working days for each month;
 - (b) One (1) year and less than three (3) years - 3 weeks;
 - (c) Three (3) years or more - 4 weeks.
- Vacation pay will be paid on the regular pay day in advance of the nurse's vacation period.
- 15.02 All part-time nurses shall be granted vacation with pay as follows:
- (a) Nurses who have less than one (1) year of continuous employment shall be entitled to an annual vacation of 1-1/4 days for each completed month of employment, not to exceed fifteen (15) working days with pay at six percent (6%) of their gross earnings.

- (b) Nurses who have completed one (1) or more years of continuous employment but less than three (3) years of continuous employment shall receive an annual vacation of three (3) weeks with pay at six percent (6%) of their gross earnings.
- (c) Nurses who have completed three (3) or more years of continuous employment shall receive an annual vacation of four (4) weeks with pay at eight percent (8%) of their gross earnings.
- (d) Vacation pay for part-time nurses will be paid by the first pay period in the month of July of each year.
- (e) For purposes of calculating eligibility for vacation, part-time service shall be based on the formula of one (1) year equals 1500 hours worked.

- 15.03 For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year.
- 15.04 Nurses who were in the employ of the Home on December 23, 1986 or who were hired since that date shall receive vacation in accordance with all their service since date of hire.
- 15.05 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- 15.06 A nurse who leaves the employ of the Home for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation, it being understood and agreed that the nurse will endeavour to provide at least two (2) weeks' notice of termination.
- 15.07 Vacation schedules shall be posted by the Home on or before April 13th. The nurses shall indicate their preferred time for vacation leave on the vacation schedule by no later than May 15th. The Home shall prepare and post a final vacation schedule on or before May 30th. It is understood that where two or more nurses wish the same vacation time, the more senior nurse shall receive preference. A nurse's preferred time for vacation leave shall not be unreasonably denied.
- 15.08 (a) Where a nurse's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the

period of such illness shall be considered sick leave.

- (b) Where a nurse's scheduled vacation is interrupted due to serious illness requiring the nurse to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- (c) The portion of the nurse's vacation which is deemed to be sick leave under the above provisions will not be counted against the nurse's vacation credits.

ARTICLE 16 - HEALTH AND WELFARE BENEFITS - FULL-TIME NURSES

- 16.01
- (a) The Home will pay for one hundred percent (100%) of the billed premium (both married and single) of the Ontario Health Insurance Plan for all eligible nurses.
 - (b) The Home will pay one hundred percent (100%) of the billed premium for Semi-Private coverage.
 - (c) Effective on the first of the month following satisfaction of enrolment requirements, and subject to the requirements of the Carrier, eligible nurses in the bargaining unit who have so elected, shall be entitled to participate in a Group Dental Plan (Blue Cross #9) or its equivalent, based on the current O.D.A. fee schedule, as amended from year to year, subject to the terms and conditions of the plan.

Effective October 1, 1991 the Employer shall contribute seventy-five percent (75%) of the billed premium toward coverage of the eligible participating nurses under the Plan in its employment. Such nurses shall pay the remaining premium through payroll deductions.

- 16.02 Effective October 1, 1991, the Employer shall pay one hundred percent (100%) of the premium of group term life insurance up to the value of two times (2x) the yearly salary of the nurse to the nearest hundred dollars (\$100.00).

- 16.03 A Major Medical Plan will be instituted similar in coverage to Blue Cross E.H.C. (\$10-\$20 annual deductible with no co-insurance) with the premium cost contributed by the Employer to be seventy-five percent (75%). Effective October 1, 1991 this plan shall include Vision Care coverage at the level of \$150.00 every twenty-four

(24) months and Hearing Aid coverage at the level of \$300.00 per person every five (5) years.

16.04 The Home shall continue to pay premiums for benefit plans for nurses who are on paid leave of absences, WCB, or anytime a salary is received. **Nurses** who are on a layoff may continue to participate in **the** benefit plans, as **they** request, provided that **they** make arrangements for payment.

The Home agrees to pay premiums for those nurses on approved absence without pay till the end of the month following the month that the leave of absence commenced in.

In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Home to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure her continuing coverage.

16.05 The Home shall provide each nurse and the Association with information booklets outlining all of the benefit plans defined in this Article. The Association shall be provided with a current copy of the master policies.

16.06 The Home may at any time substitute another carrier for any plan (other than OHIP) provided that the benefits conferred thereby are not decreased. Such substitution will not occur on less than sixty (60) days' notice to the Association.

16.07 ONA Group RRSP

Effective September 1, 1991, an ONA Group Registered Retirement Savings Plan shall be established with deductions commencing on this date. The Home agrees to match the nurse's contribution of four percent (4%) of the nurse's gross earnings. Nurses employed by the Home(s) on September 1, 1991 may participate in the plan if they choose. For full-time nurses hired after September 1, 1991, participation in the plan is mandatory. Part-time nurses hired after this date have the option of participating or not.

ARTICLE 17 - PAID LEAVE FOR ILLNESS - FOR FULL-TIME NURSES

17.01 Sick leave is a period of time the nurse is permitted to be absent from work with full pay by reasons of being

sick or disabled or because of an accident which is not compensable under the Workers' Compensation Act.

- 17.02 All nurses shall be granted sick leave with pay on the basis of one and one-half (1-1/2) days per month retroactive to the first day of employment. In any one year where a nurse has not been absent on sick leave or has used only a portion thereof, she shall be entitled to accrue the unused portion of her sick leave for her future benefit, up to a maximum of ninety (90) days. Sick leave credits will continue to accrue on this basis when a nurse is in receipt of illness allowance, except in the case of long term illness exceeding one (1) month of duration.

The Home will notify the nurse of the amount of unused sick leave standing to her credit by January 15th of each year.

- 17.03 If a nurse has completed half of a tour or more, she shall be credited with the full tour.

- 17.04 (a) If a nurse is off duty for illness for three (3) or more tours the Home shall require a doctor's certificate upon returning to duty.

- (b) A doctor's certificate may also be required for illness of less than three (3) days' duration.

- 17.05 In the event that the status of a full-time nurse is altered to part-time, she shall be entitled to attain her accumulated sick leave credits for utilization on her return to full-time status.

ARTICLE 18 - PROFESSIONAL RESPONSIBILITY

- 18.01 '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 resident care, she or they shall:

- (a) (i) complain in writing to the Director of Nursing within ten (10) calendar days of the alleged improper assignment. The Chairperson of the Association Management Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve

the complaint to the satisfaction of both parties.

(ii) Failing resolution of the complaint within ten (10) calendar days of the meeting of the Association Management Committee, the complaint shall be forwarded to an independent assessment committee, composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association and one (1) chosen by the Employer, and one (1) chosen from a panel of four (4) independent registered nurses who are well respected within the profession. The member of the committee chosen from the panel of independent registered nurses shall act as chairperson.

(iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment, and shall be empowered to investigate as is necessary, and make what findings as are under the circumstances. The Assessment Committee shall report its findings in writing to the parties within twenty-one (21) calendar days following completion of its hearing.

(b) (i) The list of Assessment Committee Chairpersons is attached to and forms part of this agreement.

The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.

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

ARTICLE 19 - GENERAL

19.01 A bulletin board shall be available to the Association for the posting of Association notices. All such notices must be signed by an Association Officer and submitted to the Home Administrator or her designate, for approval before posting.

19.02 The cost of printing the Collective Agreement shall be shared on an equal (50% - 50%) basis between the Home and the Association.

19.03 Performance Review File

A nurse shall be given an opportunity to sign the final review of her performance and shall also be given an opportunity to sign all adverse reports pertaining to the performance of her duty in her current position, which are placed in her personnel file. Upon request, a nurse may review her personnel file once a year in the presence of her Supervisor.

19.04 *Orientation*

Each newly hired nurse will be given a minimum of one (1) day orientation on days plus a minimum of two (2) tours on each shift she is expected to work during the first three (3) working days after hire.

19.05 The Home will continue to provide a lunch room. Any change to the lunch room location will be discussed at the Association-Management Committee.

19.06 Where the Home requires the wearing of a uniform, such will be provided and laundered by the Home, otherwise the nurse shall be paid a uniform allowance of five cents (5c) per hour in addition to her regular rate.

19.07 The Home will arrange for paycheques to be automatically deposited to the banking institution of the nurse's choice.

ARTICLE 20 - DURATION/RETROACTIVITY

20.01 This Agreement shall be in force from December 23, 1988 until December 31, 1990, and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of a proposed revision, addition or deletion to the Agreement OR any of its provisions. Such notification will be made within ninety (90) days prior to the termination of this Agreement or in any year thereafter.

20.02 Retroactivity

The rates of pay in Article 13.01 and 13.02 shall be implemented retroactive to their effective dates. Any employee hired since that date shall be entitled to

