

9583

SOURCE	Hosp		
EFF.	90	07	0
TERM.	96	02	3
No. OF EMPLOYEES	9		
NOMBRE D'EMPLOYÉS	9		

COLLECTIVE AGREEMENT

- BETWEEN -

RIVERVIEW MANOR NURSING HOME
[hereinafter referred to as the "Employer"]

- and -

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

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July 1, 1990 - December 31, 1996

I N D E X

	<u>Page No.</u>
ARTICLE 1 - PURPOSE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - MANAGEMENT RIGHTS	2
ARTICLE 4 - NO DISCRIMINATION	3
ARTICLE 5 - NO STRIKES AND LOCKOUTS	3
ARTICLE 6 - ASSOCIATION COMMITTEES AND REPRESENTATIVES	4
ARTICLE 7 - ASSOCIATION SECURITY	6
ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES	7
ARTICLE 9 - JOB SECURITY	10
ARTICLE 10 - EVALUATION AND ADVERSE REPORTS	14
ARTICLE 11 - LEAVES OF ABSENCE	14
ARTICLE 12 - PAID HOLIDAYS	21
ARTICLE 13 - VACATIONS	23
ARTICLE 14 - ILLNESS	24
ARTICLE 15 - HOURS OF WORK	25
ARTICLE 16 - MISCELLANEOUS	28
ARTICLE 17 - BENEFITS	29
ARTICLE 18 - PROFESSIONAL RESPONSIBILITY	30
ARTICLE 19 - ORIENTATION AND IN-SERVICE	31
ARTICLE 20 .DURATION	32
ARTICLE 21 - COMPENSATION	32
APPENDIX "A" - SALARY SCHEDULE	34
APPENDIX "B" - ASSESSMENT COMMITTEE CHAIRPERSONS	35
Memorandum Re: Article 18 - Professional Responsibility	36

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish by mutual agreement, an orderly collective bargaining relationship between the Employer 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 the nurses wish to work together with the Employer to secure the best possible nursing care and health protection for the residents.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Employer save and except the Director of Nursing and persons above the rank of Director of Nursing.
- 2.02 The Employer recognizes the following categories of nurses:
- (a) A full-time nurse is a nurse who is scheduled to work more than 22.5 hours per week.
 - (b) A part-time nurse is a nurse who is scheduled to work 22.5 hours or less per week.
- 2.03 A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario, in accordance with the Health Disciplines Act 1974, as amended. A registered nurse is required to present to the Director of Nursing, by the 1st of January of each year, her current registration certificate or proof of payment.
- 2.04 A Graduate Nurse is defined as the 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 or is completing the registration requirements for whatever reason.
- 2.05 The word "nurses" when used throughout this agreement shall mean persons included in the above described bargaining unit.

- 1.06 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.
- 2.07 Persons excluded from the bargaining unit will not take the place of any employee such as to cause an employee to suffer a loss of work or pay.
- 2.08 When a new position appropriately covered by the Agreement is established, the salary will be negotiated. If the parties are unable to agree, such dispute may be submitted to Arbitration. The salary shall be retroactive to the time that the position was first filled by the nurse.
- 2.09 The Employer agrees that to maintain the current standard of nursing care, the employer shall replace an R.N. with an R.N. where possible, subject to any change in the Ministry Staffing Contract.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Association acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the nursing home.
 - (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations, policies and practices from time to time to be observed by its nurses and to alter rules and regulations from time to time.
 - (c) To hire, discharge, transfer, lay off, recall, promote, demote, classify, schedule, assign areas of responsibility, suspend or otherwise discipline nurses for just cause, provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that a nurse has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
 - (d) To have the right to plan, direct, and control the work and direction of nurses and the operation of the nursing home. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision

necessary, work schedules, the planning or splitting up of departments, and the increase or reduction of personnel in a particular area or overall.

- (e) To exercise any of the rights, powers, functions or authority which the Employer held, prior to the signing of this Agreement, except those rights, powers, functions or authority which are specifically abridged or modified by this Agreement.
- (f) The Employer will not exercise these rights in a manner inconsistent with the provisions of this Agreement.

3.02 The Association acknowledges that it is the function of the Employer to make, enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 There shall be no discrimination on the part of the Employer or the Association by reason of race, creed, colour, marital status, sex, sexual orientation, nationality, ancestry, place of origin, residence, age, political affiliation, or other factors *not* pertinent to performance with respect of employment, placement, promotion, salary determination, or other terms of employment.
- 4.02 There shall be no discrimination by the Employer against any nurse on account of membership in, or activities on behalf of, the Association.
- 4.03 The Association agree⁶ there will be no Association activity on the Employer's premises without permission of the Employer or as specifically provided for in this Agreement.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01 The Association agrees that there will be no strikes, and the Employer agrees that there will be no lockouts in the term of this Agreement. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act R.S.O. 1980, as amended.

ARTICLE 6 - ASSOCIATION COMMITTEES AND REPRESENTATIVES

- 6.01 The Employer shall recognize two representatives of the Association and an alternate who shall form a committee. An alternate may take the place of a representative who is unavailable.
- (a) To discuss matters arising out of the interpretation or administration of this Agreement.
 - (b) To be responsible for the handling of all grievances and to assist nurses in the presentation of any complaints or grievances that may arise.
 - (c) To meet with representatives of the Employer as a joint committee, to discuss and make recommendations on matters of concern including the quality and quantity of nursing care.
 - (d) To represent the nurses in negotiations for the renewal of the Collective Agreement.
- 6.02 The committee referred to in 6.01 shall meet with representatives of the Home as a Joint Nurse/Management Committee. Meetings of this Committee shall be held as required at the request of either party, to examine and discuss those matters which are of mutual concern but excluding matters pertaining to negotiations and matters pertaining to actual grievances. The duties of the chairperson and secretary shall alternate between the parties. Where possible, agenda items shall be exchanged at least five (5) days prior to the meeting. Minutes of the meetings shall be maintained and signed by both parties.
- 6.03 The Employer shall recognize a Negotiations Committee which shall be composed of the two (2) Association members identified in Article 6.01.
- 6.04 The Association Committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association.
- 6.05 The Association will provide the Employer with the names of its officers and committee members. This list will be revised when changes occur.
- It is understood that this provision shall include notice to the Employer of a vacancy or a temporary appointment.
- 6.06 (a) The Employer shall pay Committee members as defined in Article 6.01 their respective regular hourly rates for all time spent during regularly scheduled hours investigating and/or processing grievances, up to the end of Step 2.

(b) Committee members as defined in Article 6.01 and who are required to be in attendance at formal negotiating sessions during their regularly scheduled hours shall be paid their regular hourly rate up to and including Conciliation. Such payment shall not exceed the amount the employee would normally have earned for a regular working day.

(c) In determining eligibility for payment as defined in (b), a member of the Negotiating Committee who is required to attend a formal negotiation session will be paid in accordance with (b) if she is regularly scheduled to work:

- the night shift prior to the meeting
- the day shift on the day of the meeting
- the evening shift on the day of the meeting.

6.07 When a nurse is required by the Employer to serve on committees, the meetings shall be scheduled during her regular working hours, or she shall be paid at the appropriate rate for all time spent at the meeting.

6.08 As far as it is possible, all Association business will be carried on outside of the regular working hours of those nurses involved in such business. However, if it is necessary that a representative must leave her regular duties for a short period of time in order to attend to her duties for this Facility, she must first obtain the permission of her supervisor (or her designata). Such permission will not be unreasonably withheld. Upon the completion of her business, the representative will report to her supervisor and then return to her regular duties.

6.09 Occupational Health and Safety

(a) The Employer and the Association agree that they mutually desire to maintain Standards of Health and Safety in the Home, in order to prevent accidents, injury and illness.

(b) Recognizing its responsibilities under applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Association from the Bargaining Unit. The Association shall advise the Employer, in writing, of the name of such representative.

- (c) Such committee shall identify potential dangers and hazards, institute means of improving Health and Safety programs, and recommend actions to be taken to improve conditions related to Occupational Health and Safety.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every three (3) months 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) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the committee and carrying out her duties, shall be deemed to be time worked for which she shall be paid by the Employer at her regular or premium rate, as may be applicable, and she shall be entitled to such time from her work as is necessary.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer shall deduct from the pay of each nurse who is covered by this Agreement, a sum equal to the monthly Association dues of each Nurse. The Association shall notify the Employer, in writing, of the amount of such dues'; The Employer will forward to the Ontario Nurses' Association on the fifteenth (15th) day of the month following the pay dates from which such deductions were made, its cheque for the dues so deducted along with a list of the names and the amount of such deduction for each nurse. This list will incorporate new hires, terminations and nurses on leave of absence. The initial list shall contain the Social Insurance Number, address and telephone number.
- 7.02 The Employer shall provide each nurse with a T-4 Slip showing the dues deducted in the previous year for income tax purposes.
- 7.03 The Union shall indemnify and save the Employer harmless with respect to any dues so deducted and remitted.
- 7.04 The Employer agrees to provide a representative of the Bargaining Unit with a fifteen (15) minute period within the orientation program, in order to meet newly hired nurses.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

- 8.01 (a) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable.
- (b) At any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her Nurse Representative.
- 8.02 (a) A nurse having a complaint will first discuss it with her immediate Supervisor. Such complaint shall be discussed within nine (9) calendar days after the circumstance giving rise to it have occurred or ought reasonably to have come to the attention of the Nurse.

It is understood that where a complaint is related to remuneration due under the terms of the Agreement, the day the circumstances giving rise to it shall be deemed to be the pay day when payment was due.

The Supervisor shall reply to the Nurse within nine (9) calendar days of the complaint being brought to her attention. Failing settlement at that time it may be taken up as a grievance within nine (9) calendar days of the Supervisor's response in the following manner and sequence:

Failing Settlement then:

Step 1

- (b) The Nurse may submit a written grievance to her immediate supervisor and shall identify the nature of the grievance, the remedy sought, the parties involved and shall identify the article or articles of this agreement said to be violated. The immediate Supervisor will deliver her decision in writing within nine (9) calendar days following the day on which the grievance was presented to her.

Step 2

- (c) If further action is then to be taken, then within nine (9) calendar days after the decision is given in Step 1, the nurse who may request assistance of her nurse representative, shall submit her grievance in writing to the Administrator. A meeting will then be held between the Administrator or her designate and the nurse within nine (9) calendar days following the day the grievance was

submitted to the Administrator or at a mutually agreeable time. The decision of the Administrator or her designate shall be given, in writing, within nine (9) calendar days following the meeting.

Step 3

- (d) Failing settlement at Step 2, the grievance shall be referred back to the Administrator within nine (9) calendar days of the decision at Step 2. A meeting will then be held between the Chief Operations Officer or her designate and the Employer Representatives and the Employment Relations Officer and the Grievance Committee within nine (9) calendar days of submission of the grievance at Step 3, unless extended by agreement of the parties.

The decision of the Chief Operations Officer or her designate shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the third step grievance reply will be provided to the Employment Relations Officer.

Should the Chief Operations Officer or her designate fail to render her decision as required in Step 3, or failing settlement of any grievance as defined in Article 8.01(a), the grievance may be referred to arbitration by either the Employer or the Association. If no written notice of intent to proceed to Arbitration is received within nine (9) calendar days after the decision under Step 3 is given, the grievance shall be deemed abandoned. A formal application for arbitration shall be provided within nine (9) calendar days of the Notice of Intent.

- 8.03 (a) Time limits fixed in the Grievance and Arbitration Procedures may be extended by the mutual, written consent of the parties. Should the Employer not respond within the time(s) fixed, such failure to respond shall be deemed to be denial of the grievance. Should a grievance not be submitted within the various time limits specified in this Agreement, unless mutually extended, it shall be considered to have been settled or abandoned.
- (b) Notwithstanding any other provision in this Article, the Employer will notify the nurse of her right to have representation present at the time a discharge, suspension or discipline is imposed.

- (c) i) Should the nurse(s) or the Association wish to file a grievance against a discharge or suspension, it shall be reduced to writing and filed within nine (9) calendar days under Step 3 of the grievance procedure.
- ii) Should the nurse(s) or the Association wish to file a grievance against a discipline it shall be reduced to writing and filed within nine (9) calendar days under Step 2 of the Grievance Procedure.

- 8.04 A grievance may be submitted in writing by either the Employer or the Nurse in accordance with the procedure established in Article 8.02 (a).
- 8.05 Where a dispute involves a question of general application or interpretation, the Association or the Employer may present a grievance, in writing, in the form of a Policy Grievance at Step 2 of the Grievance Procedure within nine (9) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Local Contact Person or her designate.
- 8.06 It is expressly understood that the provisions of Article 8.05 above may not be used to institute a complaint or grievance directly affecting a nurse or nurses which such nurse or nurses could herself or themselves institute and the regular Grievance Procedure shall not be thereby bypassed.
- Nothing in the above restricts the Association from filing a Policy Grievance.
- 8.07 The release of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this Agreement.
- 8.08 All agreements reached under the Grievance Procedure between the Employer and its representatives, and the Association and its representatives will be final and binding upon the Employer, the Association and the nurse(s) involved.
- 8.09 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to

Arbitration in accordance with Article 8.02 - Step 3. The notice shall contain the name of the first party's appointee to the Arbitration Board.

The recipient of the notice shall, within eighteen (18) calendar days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected, shall, within ten (10) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, or if the two (2) appointees fail to agree upon a Chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario, upon request of either party.

- 8.10 The Arbitration Board shall hear and determine the difference or allegation, and shall issue a decision, and the decision is final and binding upon the parties, and upon any nurse affected by it.
- 8.11 The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.
- 8.12 Each party shall pay the costs and expenses of its appointees, and the costs and expenses of the Chairperson shall be borne equally by the parties.
- 8.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify, or add to any part of this Agreement.
- 8.14 No person may be appointed as an arbitrator who has been involved in the attempt to negotiate or settle the grievance.
- 8.15 No matter may be submitted to Arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.16 Where the parties agree, a single arbitrator (expedited Arbitration) may be substituted for a Board of Arbitration. The appointment of an expedited Arbitrator shall conform to the provisions of this Article.

ARTICLE 9 - JOB SECURITY

- 9.01 (a) Newly employed nurses will be considered probationary for four hundred and fifty (450) hours or six (6) months -whichever comes first.

- (b) Upon completion of the probationary period, full-time nurses shall be credited with seniority from their last date of hire and part-time nurses shall be credited with the number of hours paid.
- (c) Part-time nurses shall accumulate seniority on the basis of one (1) years credit for each fifteen hundred (1500) hours paid.

9.02 A part-time nurse who changes her status to full-time will be given seniority credit on the basis of fifteen hundred (1500) paid hours of part-time being equivalent to one (1) year of full-time service and vice versa.

9.03 The Employer will keep up-to-date seniority lists for full-time and part-time nurses, post the same in a conspicuous place and supply copies of the current lists to the Association once a year and prior to any lay off.

9.04 (a) A nurse shall lose all service and seniority and shall be deemed to have been terminated if she:

- i) leaves of her own accord;
- ii) is discharged and the discharge is not reversed through the Grievance or Arbitration Procedure;
- iii) has been laid off for twenty-four (24) calendar months;
- iv) refuses to continue work or return to work during an emergency which seriously affects the Home's ability to provide adequate resident care, unless a satisfactory reason is given to the Home.

(b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions:

- i) approved leave of absence without pay in excess of twenty (20) regularly scheduled shifts or four (4) weeks in a calendar year, whichever is the shorter;
- ii) when laid off due to a reduction in the nursing staff for a period of up to twenty-four (24) calendar months;
- iii) when in receipt of Workers' Compensation as a result of injury or illness incurred while in the employment of the Employer for a period over twenty-four (24) months and up to thirty (30) calendar months.

- iv) when absent on account of accident or illness and not in receipt of illness allowance.

9.05 In the case of a vacancy, the Employer will post notice of such vacancy for seven (7) calendar days prior to filling the position in order that any interested nurse may apply. A copy of such notice shall be sent to the Local. If no qualified nurse applies, then the Employer may hire from outside. The name of the successful applicant shall be posted by the Employer,

9.06 (a) The Employer will outline on the job posting the conditions and duration of temporary vacancies.

(b) Temporary vacancies expected to last more than ninety (90) days shall be posted in accordance with the Job Posting Procedure. Where the Employer could not be reasonably aware of a vacancy lasting more than ninety (90) days, such vacancy shall be posted when the Employer becomes aware, or after ninety (90) days, whichever comes first.

(c) Temporary vacancies expected to last ninety (90) days or less need not be posted but shall be offered to the most senior part-time nurses with the required qualifications to the maximum of twenty-two and one half (22.5) paid hours per week.

9.07 A nurse who is absent due to illness or leave of absence shall have the right to return to her former position.

9.08 In all cases of transfer or promotion, the following factors shall be considered:

(a) skill, ability, and experience;

(b) seniority;

Where factors in (a) are relatively equal, (b) shall govern.

9.09 (a) Where there is a reduction in the workload resulting in a surplus of nurses, and the Employer intends to conduct a lay off, the Employer shall lay off nurses in the inverse order of seniority at the time of lay off,

(b) Nurses shall be recalled in reverse order of lay off subject to their capabilities to perform the work for which they are recalled.

- (c) In the event of a proposed lay off of a permanent or long term nature, the Employer will:
- i) provide the Local Association with thirty (30) days notice of such lay off;
 - ii) meet with the Association to review the reasons for and the method of lay off.
- (d) In the event of a proposed lay off at the Home which is not of a permanent or long-term nature or a bed cut-back or a cut-back in service which will result in displacement of staff, the Home will provide the Local Association with reasonable notice. If requested, the Home will meet with the Local Association to review the reasons and expected duration of the bed cut-back or cut-back in service, realignments of service or staff and its effect on the nurses in the Bargaining Unit.
- (e) No nurse may be laid off until she has received fifteen (15) days notice of lay off or appropriate pay in lieu thereof; and a copy of the notice will be sent to the Association.
- Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by Registered Mail.
- Provided the circumstances causing the lay off are not beyond the control of the Employer (i.e. fire, flood, Ministry requirement, etc.)
- (f) No new nurse shall be hired while a nurse who has the skill, ability and experience to perform the work is on lay off.

9.10

Positions Outside the Bargaining Unit

- (a) A nurse who has been required to substitute temporarily in a classification that is excluded from the Bargaining Unit, may refuse to do so. If she consents, she shall be deemed to be covered by this Collective Agreement.
- (b) If a nurse is transferred to a position outside of the Bargaining Unit, she shall retain her seniority accumulated up to the date of leaving the Bargaining Unit, but shall not accumulate any further seniority.

(c) A nurse selected or appointed to a position not covered by this Collective Agreement shall have the right for up to three (3) months to return to her former position without loss of seniority or benefits.

9.11 All seniority accumulated under this Agreement shall be retained and transferred with the nurse if she changes her status from full-time to part-time or vice versa.

ARTICLE 10 - EVALUATION AND ADVERSE REPORTS

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

In the event that it is deemed necessary by the Employer to file a report of censure, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Nurse involved.

10.02 After giving due notice, a nurse shall have access to her personnel file for the purpose of reviewing any evaluation or disciplinary notations contained therein.

10.03 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice or other employment related matters is completed with respect to any nurse, it is understood and agreed that such nurse shall be given an opportunity to sign the document, indicate any area of disagreement and she shall also be provided with a copy of the document.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 The Administrator may grant a request for leave of absence for personal reasons provided that he receives at least one (1) month's notice, in writing, unless impossible and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. The Administrator shall provide a response within fourteen (14) days of such request. Nurses when applying for such leave shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.

11.02 Association Leave

(a) Upon written request, leave of absence without pay shall be granted to nurses for Association business, in accordance with the following

provisions. Permission for such leave shall not be unreasonably withheld.

Leave of absence will be granted according to the following:

- i) No more than one nurse shall be on leave at any one time.
- ii) The aggregate total shall not exceed thirty (30) days in any calendar year.
- iii) The Association will give at least three (3) weeks written notice when possible.
- iv) Such leave shall not unduly affect the operation of the Home.

(b) Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of fifty (50) days annually. In the event a nurse is elected as Secretary-Treasurer or President-Elect, she shall be granted a leave of absence without pay up to a total of one hundred (100) days.

(c) president, O.N.A.

Upon application, in writing, by the Association, on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of the President of the Ontario Nurses' Association, for a period of up to two (2) years. The nurse shall continue to accrue seniority and service during her absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer the amount of the full costs of such salary and applicable benefits as invoiced by the Employer. The nurse agrees to notify the Employer of her intention to return to work at least two (2) weeks prior to the date of such return.

11.03

Nurses may be granted leave(s) of absence without pay or expenses to attend workshops, seminars and short courses which are employment related. Should the Employer direct a nurse to attend a workshop, seminar, or short course, she will be paid for any hours regularly scheduled during the period of absence at her regular hourly rate.

1.04

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 a University or Community College or other institutions. Leaves of absence shall not be unreasonably withheld.

11.05

Bereavement Leave

- (a) When a death occurs in the immediate family, the employee shall be paid at her regular rate for the necessary time off including the day of the funeral to a maximum of three (3) consecutive days. Additional leave of absence without pay, will be granted in the event of the death of an employee's spouse, common-law spouse, or child.
- (b) It is agreed that the immediate family shall mean the employee's spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-brother, step-sister, step-children, legal guardian, grandparents and grandchildren, and common-law relationships as recorded with the Employer shall apply to all of the above as listed.
- (c) ~~When~~ an employee is unable, due to distance of travel, to attend the funeral of a member of her immediate family as defined in Article 11.05 (b) above, she shall be entitled to leave for mourning on the day of the funeral without loss of pay.
- (d) A nurse will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving any other payments, for example: holiday pay, vacation pay or sick leave.
- (e) Additional leave of absence without pay may be granted for travel.

11.06

Pregnancy and Parental Leave

- (a) Pregnancy and Parental Leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.
- (b) A nurse who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date. The nurse shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the

Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (c) The nurse must have started employment with the Employer at least thirteen (13) weeks prior to the expected date of birth.
- (d) The nurse shall give at least two (2) weeks notice of her intention to return to work. The nurse may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- (e)
 - i) The Employer shall pay the first two (2) weeks of Pregnancy Leave at seventy-five percent (75%) of the nurses current regular weekly earnings.
 - ii) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Manor's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Manor of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. In order to be entitled to SUB Plan Benefits, the nurse shall provide the Employer with each Unemployment cheque stub.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred

remuneration or severance pay benefits are not reduced or increased by payments received under the plan. SUB Plan payments will be made in accordance with the payroll schedule of the Home providing proof of UI benefits is received by the Employer no later than the Thursday preceding the payday.

- iii) Notwithstanding Article 11.06 (e) above, an employee must complete five (5) months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit, or a 75% supplement for the first two (2) weeks of leave as identified in (e) i) and ii).
- (f) A nurse who does not apply for leave of absence under Article 11.06 (b) and who otherwise entitled to pregnancy leave shall be entitled to and shall be granted leave of absence in accordance with Article 11.06 (b) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (g) During the period of leave to the maximum of thirty-five weeks, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension, and other benefits included and prescribed by the Employment Standards Act if the nurse elects, in writing, to continue her share of premiums. If deductions for the nurse's share of the premiums are required such deductions may be made from the supplemental benefit when applicable, beyond which time the nurse shall make such payment to the Employer on or before the first day of each month for the duration of the leave.
- (h) A nurse who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time nurse returns to work at the expiry of the normal pregnancy or parental leave, and the nurse's former permanent position still exists, she will be returned to her former job and former shift, if designated.

All nurses who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (i) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the nurse to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the nurse in accordance with the provisions of Article 11.06 (h).
- (j) Additional leave without pay up to a maximum total of twelve (12) months shall be granted provided the nurse makes such request in advance.
- (k) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (l) Upon expiry of seventeen (17) weeks pregnancy leave, a nurse may immediately commence parental leave, as provided under Article 11.06 (m) of this Agreement. The nurse shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.
- (m) Parental Leave
 - i) A nurse who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
 - ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
 - iii) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For a nurse on pregnancy leave, parental leave will begin immediately after

pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

- iv) The nurse shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental Leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

- v) For the purposes of Parental Leave under Article 11.06(m) Parental Leave, the provisions under 11.06 (a), (g), (h), (i), (j), and (k) shall also apply.

11.07 professional Leave

Professional leave without pay will be granted to nurses who are elected to the College of Nurses or the Registered Nurses' Association of Ontario to attend the regularly scheduled meetings.

11.08 Leave of Absence Rules

- i) Where any leave of absence without pay exceeds four (4) consecutive weeks:
 - (a) The Employer shall pay its share of the Health and Welfare Benefits for the calendar month in which the leave commences and in the month immediately following;
 - (b) If the leave of absence exceeds four (4) consecutive weeks, benefit coverage may be continued by the nurse, provided that she pays the total costs of the premiums to the Employer for each monthly period in excess of the four (4) consecutive weeks of the leave of absence.
- ii) Benefits will accrue from the date of return to employment following such leave of absence. No nurse will accumulate seniority, illness allowance or earned vacation nor will other benefits be paid or accrue while on leave of absence unless otherwise stated, but seniority established at the point of leave of absence will be reinstated on return to work.

- iii) In the case of leaves of absence in excess of twenty (20) consecutive regularly scheduled shifts or four (4) consecutive weeks in the calendar year, whichever is the shorter, the nurses increment date shall be adjusted by the length of leave of absence in excess of that period.
- iv) Nurses shall not be entitled to paid holidays with pay which fall during the period of leave of absence unless the nurse qualifies for the holiday in accordance with Article 12.02 (ii).

11.09

Jury and Subpoena Duty

If a nurse is required to serve as a juror in any court of law, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties at the Nursing Home, the nurse shall not lose regular pay because of such attendance.

The nurse shall promptly remit to the Employer, the amount paid to her for such service. The nurse must present proof of service and will notify her supervisor within twenty-four (24) hours upon receipt of her notification that she will be required to attend court as a witness or juror.

A nurse shall not be required to attend work on the day or evening shift on those days on which she is on Jury and subpoena duty. Nurses working the night shift will not be required to attend work on the shift preceding jury and subpoena duty.

ARTICLE 12 - PAID HOLIDAYS

12.01 The following days shall be recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1st)	Boxing Day
Civic Holiday	Float Holiday

The Float Holiday shall be taken at a mutually agreeable time.

Employees shall be allowed an additional day off with pay in accordance with Article 12.07. This additional day Off shall be scheduled at either Christmas or New Year's in accordance with scheduled time off.

- 12.02 i) When a nurse works on a paid holiday, she shall receive premium pay at the rate of time and one-half ($1\frac{1}{2}$) for all hours worked on such paid holidays in addition to the holiday pay.
- ii) When a nurse works on ten (10) of the days in the two full pay periods immediately preceding the holiday but does not work on the holiday, she shall receive a day's pay.
- 12.03 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.
- 12.04 If another Federal, Provincial or Municipal holiday shall be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace the employee's float holiday referred to in Article 12.01 above. The intent is that there will be no more than eleven (11) paid holidays per year for the duration of this Agreement.
- 12.05 In order to qualify for holiday pay, a nurse must work her full scheduled tour immediately preceding and immediately following the paid holiday.
- 12.06 When a nurse is absent from the preceding and/or following tours due to illness and verified by a medical doctor's certificate, the nurse will not be denied holiday pay.
- 12.07 The Manor will schedule three (3) consecutive days off at either Christmas or New Year's. This schedule shall be:
- (a) Christmas Eve, Christmas Day, and Boxing Day; or
 - (b) New Year's Eve, New Year's Day and either the day preceding or the day following the aforementioned.

Each year, an employee's assignment to (a) or (b) will be alternated unless two employees mutually agree in writing to exchange in accordance with the provisions of Article 15.12.

The Home will schedule Christmas and New Year's holiday so that nurses will not be required to work on Christmas or New Year's two (2) years in a row unless the previous year's schedule was as a result of a change agreed between two employees.

ARTICLE 13 - VACATIONS

- 13.01 For the purposes of calculating eligibility, the vacation year will be the period from June 1st to May 31st of the following year.
- 13.02 Employees who have less than six (6) months service will receive vacation pay in the amount of four percent (4%) of their total earnings accrued up to and including June 30th of any given year.
- 13.03 Employees *who* have less than one (1) year's service but more than six (6) months service as of June 30th of any given year, will be granted one (1) week vacation with pay at four percent (4%) of their total earnings to June 30th inclusive of all overtime.
- 13.04 Employees with more than one (1) year of service but less than four (4) years of **service** as of June 30th of any given year, will be granted **three** (3) weeks vacation with pay at six percent (6%) of their total earnings to June 30th inclusive of all overtime.
- 13.05 Employees with more than four (4) years of service but less than fifteen (15) years of service as of June 30th of any given year, will be granted four (4) weeks vacation with pay at eight percent (8%) of their total earnings to June 30th inclusive of all overtime.
- 13.06 Employees with more than fifteen (15) years of service as of June 30th of any given year, will be granted five (5) weeks vacation with pay at ten percent (10%) of their total earnings to June 30th inclusive of all overtime.
- 13.07 Vacation entitlement for part-time nurses shall be based upon hours worked: 1500 hours = 1 year.
- 13.08 ~~Where~~ there is conflict between nurses concerning vacation preference, seniority shall prevail.
- 13.09 (a) Vacation quotas shall only include members of the Bargaining Unit.
- (b) A week of vacation shall be defined as seven (7) consecutive calendar days.
- (c) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following the vacation.
- (d) Vacation may be taken at any time of the year.
- (e) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the

period of such hospitalization shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

- 13.10 The Employer will endeavour to remit vacation pay by one (1) o'clock p.m. on the last regular banking day before the start of the nurse's vacation unless other arrangements are made.
- 13.11 (a) Nurses shall indicate their vacation preference for the months of June, July, August and September by April 1st of each year, and the Home shall post the final vacation schedule by May 15th of each year. Vacation assignments will be in accordance with seniority.
- (b) Requests for vacation during the remaining months shall be in writing and submitted to the Director of Nursing at least three (3) weeks in advance of the posting of the schedule. Such requests will be considered on a "first come first served" basis.
- 13.12 An employee shall not be permitted to accumulate her vacation from one year to another.
- 13.13 Payment of vacation pay on termination of employment will be in the amount the employee is entitled to receive in accordance with the foregoing except where the termination is a discharge for just cause in which case vacation pay will be paid in accordance with entitlement to a maximum of six percent (6%).
- 13.14 All normal deductions made from an employee's pay will be made from vacation pay. Vacation pay will be issued in accordance with the set vacation schedule.

ARTICLE 14 - ILLNESS

- 14.01 The Employer shall continue to provide the following insurance coverage for full-time employees subject to the terms of the contract with the insurer. Benefit will be effective upon the nurse's successful completion of their probationary period:
- (a) Weekly Indemnity - Employer pays one hundred percent (100%) of the premium for a Weekly Indemnity Plan to provide benefits on a 1/4/17 basis at sixty-six and two-thirds percent (66 2/3%) of normal earnings. The Employer shall be entitled to the full U.I.C. premium rebate.

- (b) A nurse qualifying for the Weekly Indemnity benefit will be granted six (6) sick leave credits per calendar year to be utilized in conjunction with the Weekly Indemnity Plan when benefit coverage is not effective until the fourth (4th) day of illness. Such credits shall be non-cumulative.

ARTICLE 15 - HOURS OF WORK

15.01 The normal tour is not a guarantee of hours of work per day.

The normal tour shall be composed of seven and one-half (7 1/2) hours, exclusive of meal time.

15.02 A meal break of one-half (1/2) hour unpaid time shall be Scheduled during a nurse's normal tour. Should the nurse be recalled to duty during a meal break or is unable to *take* her normal meal break, additional time shall be provided later in the tour or the nurse shall be paid overtime rates in accordance with the Collective Agreement.

15.03 A rest period of fifteen (15) minutes will be granted during each one-half (1/2) normal tour.

15.04 (a) The regular schedule shall provide a weekend off every second week.

(b) The Employer shall post work schedules of a two week period at least two (2) weeks prior to the effective date of the schedule.

(c) At least two (2) consecutive shifts off shall be scheduled between shifts and at least thirty-two (32) hours time shall be scheduled off following night duty. A shorter period of time between changes of shift may be agreed upon by mutual consent.

(d) A nurse shall not be required to work more than five (5) consecutive days except by mutual consent.

(e) The first shift of the day shall be the day tour.

(f) Split tours shall not be scheduled.

(g) A weekend is defined as being fifty-six (56) hours off during the period following completion of the Friday shift until the commencement of the Monday shift.

(h) If a full-time nurse is required to work a third consecutive 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:

- i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;
- ii) such nurse has requested weekend work; or
- iii) such weekend was worked as a result of an exchange with another nurse.
- iv) Schedules shall not be change unilaterally by the Employer once posted, unless mutually agreed otherwise.

Furthermore, it is understood that those previously regularly scheduled part-time nurses who wish to continua to do so shall be scheduled primarily over casual nurses.

- (i) Once posted, schedules shall not be changed unless by mutual agreement between the nurse and the Employer.

Part-time nurses will be called into work in order of seniority.

Part-time nurses will be scheduled to work in accordance with their seniority up to the maximum of 22.5 paid hours per week.

15.05 Work performed in excess of seven and one-half (7 1/2) hours per day, unless scheduled in excess of seven and one-half (7 1/2) hours per day, or seventy-five (75) hours in each two (2) week period, shall be compensated at the rate of time and one-half (1 1/2) times the nurse's regular hourly rate, provided that all such overtime is authorized by the Employer. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization is not required.

15.06 If a nurse is scheduled to work more than seven (7) consecutive days, she shall be paid at the premium rate of time and one-half (1 1/2) her regular straight time rate for the eighth (8th) and each successive day scheduled until a day off is scheduled save and except when a nurse requests that she work more than seven (7) consecutive days.

15.07 Full-time nurses called into work on their scheduled day off, where a mutually agreeable alternate day off is not scheduled, shall be paid overtime rate for hours required

to be on duty, provided that such nurse is normally required to work seventy-five (75) hours in a bi-weekly pay period.

- 15.08 Part-time nurses will be paid overtime for hours worked in excess of seven and one-half (7 1/2) hours per shift. A part-time nurse who is called into work on a scheduled day off will qualify for overtime only if she works in excess of seventy-five (75) hours in the bi-weekly pay period.
- 15.09 Nurses required to work more than two (2) hours beyond their scheduled tour shall be provided with a meal.
- 15.10 (a) A nurse who is called in shall receive a minimum of four (4) hours pay.
- (b) When a nurse is called in with less than two (2) hours notice before the beginning of a tour, the nurse shall be paid her full tour provided that she arrives for work within one (1) hour of the commencement of the tour.
- 15.11 If a nurse reports for work at the regular scheduled time, and no work is available, such nurse will be paid a minimum of four (4) hours pay at her regular rate, provided the nurse has not been previously notified not to report either orally or by message left at her residence.
- This Article does not apply to nurses returning to work without notice after an unscheduled absence.
- 15.12 Requests for change in posted time schedules must be submitted, to the Director of Nursing or her designate in writing, and co-signed by the nurse willing to exchange days off or tour of duty. Requests for change must be submitted to the Director of Nursing or her designate at least one (1) week in advance of the posting of the schedule. Changes will not be effected without the written approval of the Director of Nursing or her designate. It is agreed that requests for change which are not received at least one (1) week in advance of the posting of the schedule will be considered in extenuating circumstances. It is understood that such a tour of duty, initiated by the nurse and approved by the Employer, shall not result in overtime compensation or payment.
- 15.13 Nurses who have attained a permanent regular schedule shall continue to do so unless the nurse requests otherwise through the job posting procedure subject to change in the Registered Nurse Staffing development in the Home.

- 15.14 A nurse shall not be scheduled to work overtime without her consent. Nurses will not be required to take time off in lieu of overtime.
- 15.15 If the Employer fails to schedule a period of two (2) consecutive shifts off between tours of duty, the Employer will pay to the nurse time and one-half (1 1/2) her regular straight time rate for the following tour of duty worked, unless such schedule has been by mutual agreement.

ARTICLE 16 - MISCELLANEOUS

- 16.01 The Employer shall provide a bulletin board for the use of the Association.
- 16.02 A copy of this Agreement, in a mutually agreed form, will be issued by the Association to each nurse now employed and as employed. Costs shall be shared by the Employer and the Association.
- 16.03 The Employer shall provide adequate parking space to the nurses without charge.
- 16.04 It shall be the responsibility of the nurse to keep the Employer informed of her current address, in case it is necessary to notify any nurse of matters under this Agreement. Notice may be given personally or by prepaid registered post or telegram to the last known address on record with the Employer. Such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.
- 16.05 The Employer will keep the Local Association advised, in writing, of changes in rules which affect nurses covered by this Collective Agreement, prior to implementation.
- 16.06 Where a medical examination is required to comply with the statute, a nurse may choose her personal physician. Where the Employer has just cause to believe that a second opinion is warranted, the nurse may be required to seek the opinion of a physician designated by the Employer.
- 16.07 (a) The Association representative on the Occupational Health and Safety Committee will notify the contact person of the local Nurse Association of the names of all nurses off work due to a work related injury, whether or not the nurses are in receipt of WCB benefits.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Employer in

consultation with the Worker's Compensation Board and Ontario Nurses' Association, will consider the provision of modified work in accordance with the Worker's Compensation Act. A member of the Local Association and/or a staff representative of the Ontario Nurses' Association may accompany the employee at any scheduled meetings concerning his/her return to work. It is understood that where the employee chooses to have such representation she shall arrange for such attendance.

- (c) The Employer agrees to provide the employee with a copy of the Worker's Compensation Board Form 7 at the same time as it is sent to the Board.

ARTICLE 17 = BENEFITS

- 17.01 The Employer shall continue to provide the following insurance coverage for full-time employees subject to the terms of the contract with the insurer:
- (a) Dental Plan #9 - 50% Employer paid and 50% employee paid with updating of the O.D.A. Schedule of Fees annually.
 - (b) The Employer agrees to maintain their shared cost of all Health and Welfare Benefits for sick leave and maternity leave for the first four (4) months.
- 17.02 The Employer shall pay the full cost of a group life insurance plan for all full-time nurses. The plan will include the following benefit provisions:
- (a) Coverage equal to twice (2x) her annual rate of earnings rounded to the nearest five hundred dollars (\$500.00).
 - (b) Accidental death and dismemberment in the same amount as the life insurance.
- 17.03 The Employer shall continue to provide, subject to the terms the terms of the contract with the insurer, a Major Medical \$10/\$20 deductible plan which includes semi private hospitalization coverage. The Employer shall pay one hundred percent (100%) of the billed rate for full-time nurses who participate in the plan.
- 17.04 The Employer shall pay one hundred percent (100%) of the billed rate of OHIP premium for full-time nurses or equivalent coverage by payroll health tax for all nurses.
- 17.05 The Employer shall make available to each nurse and the Association a copy of the information booklets for those

insurance programs defined in the Collective Agreement and changes thereto. Upon request, the Association shall be provided with a current copy of the master policy,

17.06 The Employer agrees to assist the nurse with any dispute arising concerning a nurse's entitlement to benefits.

17.07 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Association of any change in carrier or underwriter as soon as possible prior to implementing a change in the carrier.

17.08 pension Plan

The ONA Group RRSP Pension Plan will be mandatory for all nurses.

- (a) Each nurse will contribute two percent (2%) of earnings commencing December 1, 1994 and increasing to four percent (4%) December 1, 1996.
- (b) The Manor will also contribute two percent (2%) of earnings commencing December 1, 1994 and increasing to four percent (4%) December 1, 1996.
- (c) The ONA Group RRSP Pension Plan is administered by Atlas Asset Management.
- (d) The Employer will forward said contributions to the Plan.

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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, 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 to properly assess the merits of the complaint and make what findings are appropriate 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 as Schedule "B" 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 - ORIENTATION AND IN-SERVICE

19.01 An orientation program as required with pay, will be provided for all newly employed nurses,

19.02 The Employer will endeavour to arrange in-service meetings during working hours on subject pertaining to an employee's duties and responsibilities. If the Employer is not able to schedule in-service meetings during an employee's working hours, each employee shall be given an allowance of five dollars (\$5.00) per in-service attendance.

ARTICLE 20 - DURATION

- 20.01 This Agreement shall be in effect from July 1, 1990 to December 31, 1996 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 20.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

ARTICLE 21 - COMPENSATION

- 21.01 The salary rates in effect during the terms of this Agreement shall be set forth in Appendix "A" attached to and forming part of this Agreement.

21.02 Retroactivity

Wages and shift premiums shall be retroactive to July 1, 1990. Any nurse hired subsequent to July 1, 1990 shall be entitled to retroactive compensation as of date of hire. Any nurse who left the employ of the Employer and who is entitled to retroactivity shall be notified by registered mail, directed to the employee's last known address, of her entitlement within thirty (30) days of the date of ratification. The notice shall advise the employee of the nature of the entitlement, and inform the employee that application for entitlement must be made, in writing, within thirty (30) days of receipt of the notice, otherwise, the Employer shall no longer be obliged to pay the retroactive entitlement awarded.

All outstanding retroactivity shall be paid to current employees and terminated employees in February, 1995.

21.03 Certification

A graduate nurse in the employ of the Employer shall be given the salary of a Registered Nurse as provided in this Article effective on the date she presents her registration certificate with the College of Nurses of Ontario to the Employer.

21.04 Shift Premium

Where the majority of hours worked by an employee occur between 1500 hours and 0700 hours the following day, the employee shall receive forty-five cents (\$.45) per hour for all hours worked on her shift.

21.05 Responsibility Pay

- (a) A nurse who is designated to temporarily relieve the Director of Nursing, and who accepts such assignment, shall be paid ten dollars (\$10.00) for each shift so worked in addition to her regular rate of pay.
- (b) A nurse designated to be in charge shall receive forty cents (\$.40) per hour in addition to her regular salary and applicable premium allowance.

21.06 Nurses will be paid in accordance with Appendix "A".

21.07 Uniform Allowance

The Employer agrees to provide, effective on the successful completion of probation, of all full-time employees with a uniform allowance of eight dollars (\$8.00) per month, and all part-time employees with a uniform allowance of four dollars (\$4.00) per month. Payment will be made on the first pay period of December of each year or upon termination.

21.08 Pay Days

The Employer agrees that employees will be paid every two (2) weeks. Employees will be paid during working hours.

21.09 Direct deposit slips, indicative of wages, are to be issued on a regular day of the week, as a clarified, itemized statement of all deductions, premiums and current hourly rate. Each slip will be in a sealed envelope. Errors or omissions in excess of thirty dollars (\$30.00) shall be paid by a manual cheque as soon as possible. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date.

21.10 Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid. Nothing herein will disentitle the nurse to payment of any tour differential or responsibility pay.

APPENDIX "A"SALARY SCHEDULEREGISTERED NRSSES

	<u>July 1/90</u>	<u>Jan. 1/91</u>	<u>July 1/91</u>	<u>Jan. 1/92</u>	<u>June 13/93</u>	<u>Apr. 1/</u>
Start	16.08	16.58	17.08	17.58	17.58	17.5
1 Year	16.42	16.92	17.42	17.92	17.92	17.9
2 Years	16.75	17.25	17.75	18.25	19.08	19.6
3 Years					20.00	20.0
4 Years					20.49	20.4
5 Years					20.90	20.9
6 Years					21.36	21.3
7 Years						22.8
8 Years						23.1
9 Years						23.5

NOTE #1: Full and Part-Time Graduate Nurses shall be paid fifty cents (\$.50) per hour less than the start rate for a Registered Nurse.

NOTE #2: Payment In-Lieu of Benefits

Benefits for full-time nurses under Articles 14 and 17 unless otherwise provided shall not apply to part-time nurses.

In lieu of benefits, all part-time nurses will be paid one dollar (\$1.00) for each hour worked. Payment in lieu of benefits shall not constitute a part of a nurse's straight time hourly rate, but shall be in addition thereto, and will not be included for the purpose of the calculation of any premium payment. This shall be effective on the date of ratification.

APPENDIX "B"ASSESSMENT COMMITTEE CHAIRPERSONS

The parties agree that the roster of Article 18 of the Collective Agreement shall consist of the following:

1. Ms. M. Elizabeth Ada
Consultant/Instructional Technology
Curriculum & Program Development
Algonquin College of Applied Arts & Technology
1644 Bank Street
OTTAWA, Ontario
K1V 7Y6

2. Ms. Pat Morden
210 Goodram Drive
BURLINGTON, Ontario

3. Ms. D. Wylie
65 Scadding Avenue
Apt. #304
TORONTO, Ontario
M5A 4L1

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

RIVERVIEW MANOR

Memorandum

TO: Ms. C. McCluskey
Employment Relations Officer
Ontario Nurses' Association

RE: ARTICLE 18.01 - PROFESSIONAL RESPONSIBILITY

WITH PREJUDICE

Riverview Manor shall agree to the Association's proposed language for Article 18.01 of the Collective Agreement. However, please be advised that our position is as follows:

In order for the procedure defined in Article 18.01 - Professional Responsibility to be of value, the following shall apply:

- (1) In exercising their duties under this Article, the Nurse/Management Committee and Assessment Committee shall recognize and adhere to the requirements of the Nursing Homes Act and the Staffing Agreements for which the facility is contractually funded by the Ministry of Health.
- (2) Any issue having been addressed through the procedure defined in Article 18.01 shall not be the subject of a further complaint for the duration of the Collective Agreement.

September 27, 1990

FOR THE ASSOCIATION

Paul Zankov

FOR THE EMPLOYER

Patricia A. Jones

Mark S. Wilson

D. Bruce Jones

Dated at Peterborough, Ontario this 10th day of July, 1995.

FOR THE EMPLOYER

Patricia Adams
Robert S. Wilson
Deborah Payne

FOR THE ASSOCIATION

Paul Mackay F.R.O.
Marie Calberg Reg'd