

SOURCE	Camp		
Wages EFF.	90	12	31
TERM.	93	12	31
No. OF EMPLOYEES	10		
NOMBRE D'EMPLOYÉS	10		

COLLECTIVE AGREEMENT

between

VERSA CARE LIMITED  
(SARNIA)  
(hereinafter called the "Employer")

and

ONTARIO NURSES' ASSOCIATION  
(hereinafter called the "Association")

Expires December 31, 1993

JUL - 6 1993

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the nurses covered by this Agreement. It also provides means for the prompt settlement of grievances, and establishes salaries, hours of work and other conditions of employment.
- 1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents.

ARTICLE 2 - RECOGNITION & DEFINITIONS

- 2.01 The Employer recognizes the Association as the bargaining agent of all Registered and Graduate Nurses employed by Versa Care Limited at Bestview Health Care Centre in the City of Sarnia, Ontario in a nursing capacity save and except Director of Nurses and persons above the rank of Director of Nurses.
- 2.02 (a) In order to protect the standard of nursing care, The Employer shall not contract out the work normally performed by members of this bargaining unit **except:**
- (a) for purposes of instruction,
  - (b) in the event of an emergency situation,
  - (c) when performing developmental or experimental work, or
  - (d) when nurses are not available due to a nurse not reporting for work as scheduled or not being available for work.
- (b) Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, layoff or reduction in hours of any member of the bargaining unit.
- 2.03 The word "nurse" or "nurses" as used in this Agreement shall mean the nurses registered, pursuant to the Health Disciplines Act, which nurses are within the bargaining unit.
- 2.04 A full-time nurse shall mean a nurse covered by this Agreement who is committed to and regularly and

recurringly works the full work period of seventy-five (75) bi-weekly hours, exclusive of overtime.

2.05 A part-time nurse is one who is committed to and regularly works less than the full prescribed bi-weekly hours of work.

2.06 A casual nurse means a nurse who is called to work on a call basis, but who does not work a regular schedule, or does so only for a specified period. Such nurse has the option of refusing work when it is made available to her.

2.07 A Graduate Nurse is defined as a nurse who is a graduate of a program acceptable to the College of Nurses of Ontario and is in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of hire.

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

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

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

2.08 The terms "regular pay" and "straight pay" when used in this Agreement shall mean the amounts indicated in the wage classifications contained in Schedule "A".

2.09 The word "supervisor" or "Director of Nursing" as used in this Agreement shall mean the Nursing Supervisor in the Nursing Home.

### ARTICLE 3 - ASSOCIATION SECURITY

3.01 The Employer shall deduct monthly from the pay due to each nurse who is covered by this Agreement a sum equal to the monthly Association dues of each such nurse. The Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Association in the following month its cheque for the dues so deducted. The Employer shall provide the

Association with a list showing the names and social insurance numbers of all nurses from whom deductions have been made. The Employer will show the dues so deducted from the nurse on the nurse's T-4 slip.

- 3.02 The Association shall indemnify and save the Employer harmless with respect to dues so deducted and remitted.
- 3.03 The Employer agrees that an Association representative shall be given the opportunity of interviewing each newly hired nurse, for a period not to exceed fifteen (15) minutes, and prior to the completion of the probationary period, for the purpose of advising such nurses of **their** rights and obligations under the terms of this Agreement and the Association may provide membership forms at this interview.

#### 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, nationality, ancestry, place of origin, residence, age, political or religious affiliation, or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination, or other terms of employment.
- 4.02 There shall be no discrimination by the Employer or the Association against any nurse on account of membership or non-membership in, or activities on behalf of the Association, or by reason of exercising her rights under the Collective Agreement.
- 4.03 The Association agrees that there shall be no intimidation, interference, or coercion exercised against any employee of the Employer by any of its members or representatives, and that there shall be no Association activity on the Employer's premises except as specifically provided for in this Agreement.

#### ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 The Association agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The terms "**strike**" and "**lockout**" shall bear the meaning given them in the Labour Relations Act R.S.O. 1980, as amended, Chapter 228, 1981.

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ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 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 employees and to alter such rules and regulations from time to time. Prior to effecting any change in rules, policies and regulations which affect nurses covered by this Agreement, the Employer will discuss the changes with the Association and provide copies to the Association.
  - (c) To hire, discharge, transfer, lay-off, recall, promote, demote, assign areas of responsibility, suspend or otherwise discipline nurses for just cause, provided that a claim of transfer, promotion or demotion contrary to the terms of this Agreement 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 those rights, powers, functions or authority which are not specifically abridged or modified by this Agreement.
- 6.02 The Employer will exercise these rights in a fair manner consistent with the provisions of this Agreement.

ARTICLE 7 - ASSOCIATION REPRESENTATIVES

- 7.01 The Employer will recognize the following representatives from the bargaining unit:
- (a) Two (2) negotiating representatives whose duties shall be to negotiate renewal agreements.
  - (b) Two (2) grievance representatives who shall be responsible for the handling of all grievances.
  - (c) A Nursing Committee which shall be composed of equal representation from the Association and Employer. It shall be the function of this Committee to discuss matters of mutual concern. Meetings may be called at the request of either party, upon reasonable notice, and such notice to include a reference to the matters proposed to be discussed. Topics for discussion shall not include matters which are the concern of the Negotiating and Grievance representatives, and such discussions shall be conducted without prejudice to the rights of the parties under this Agreement.
- 7.02 The Association will provide the Employer with the names of its representatives and any changes thereto.
- 7.03 The Association committees shall have the right to have the assistance of an Association representative from outside the employment of the home.
- 7.04 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 appears necessary that a representative must leave her regular duties for a short period of time in order to attend to Association business in the home, she must first obtain the permission of her supervisor. 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.
- 7.05 Joint Health & Safety Committee
- The Employer agrees that there shall be a Joint Occupational Health & Safety Committee that will operate in accordance with the requirements of the Occupational Health & Safety Act. RSO 1980.
- 7.06 Members of the Grievance Committee, the Nursing Committee, and Negotiating Committee will be paid the

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regular rate of pay for all time used during their regular scheduled hours of work in attending meetings, up to and including conciliation, and fulfilling other duties directly related to their responsibilities as Committee members.

7.07 Group Bargaining

Should the Home participate in the group bargaining process, one member of the Negotiating Committee will be paid the regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings involved in the process, up to and including conciliation.

ARTICLE 8 - COMPLAINTS & GRIEVANCE PROCEDURE

8.01 Should any dispute arise between the Employer and a nurse, or between the Employer and the Association, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, an earnest effort shall be made to settle such differences within ten (10) days of the occurrence. The nurse shall first discuss the complaint informally with the Director of Care at the first opportunity prior to proceeding to Step 1.

Step No. 1

If further action is to be taken, then within ten (10) days of the discussion, the nurse, who may request the assistance of her nurse representative, shall submit the written grievance to the Administrator. A meeting will be held between the parties within ten (10) days. The Administrator shall give a written decision within ten (10) days of the meeting.

Step No. 2

Should the Administrator fail to render his decision or failing settlement of any grievance under the foregoing procedure, including any questions as to whether a matter is arbitrable, the grievance may be referred to arbitration by either party. If no written notice of intent to submit the matter for arbitration is received within ten (10) days after the decision under Step No. 1 is received, the grievance shall be deemed to have been settled or abandoned.

8.02 A written grievance will indicate the nature of the grievance and the remedy sought by the grievor.



- 8.03 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should a grievance not be submitted within the various time limits specified in this Agreement, unless mutually extended, the Employer or the Association will not be obliged to consider it and the same shall expire and shall not be further considered nor the subject of a further grievance.
- 8.04 Saturday, Sunday and designated paid holidays shall not be counted in determining the time within which any action is to be taken or completed under the grievance procedure.
- 8.05 In all steps of this grievance procedure an aggrieved nurse, if she so desires may be accompanied by or represented by her nurse representative. At Step 1 of the grievance procedure a representative of the Ontario Nurses' Association may be present at the request of either party.
- 8.06 Group Grievance
- Where it appears that two or more nurses have the same grievance or the same type of grievance, the Association may process the grievances simultaneously and consecutively at all levels of the grievance procedure.
- 8.07 Any grievance which has been disposed hereunder or settled between the Employer, the Association or the nurse or nurses concerned shall be final and binding upon the Employer, Association and nurse(s) involved.
- 8.08 Discharge Grievance
- A nurse shall only be discharged from the employment for just cause, except that a nurse who has not completed the probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be taken up as a grievance,
- 8.09 Such grievance shall proceed directly to Step No. 1 of the grievance procedure and must be presented in writing, dated and signed within five (5) days following the discharge.
- 8.10 If a nurse is to be reprimanded or disciplined, she may have a nurse representative present if she so requests.
- Any letter of reprimand, suspension, or other sanctions excluding incident reports will be removed from the

record of a nurse eighteen (18) months following the receipt of such letter provided that the nurse's record has remained discipline free for one (1) year.

#### 8.11 Policy Grievance - Association Grievance

The Association may institute a grievance alleging a general misinterpretation or violation of this Agreement by the Employer by submitting a written grievance at Step No. 1 within twenty (20) days after the circumstances have occurred. This clause may not be used to institute a grievance affecting a nurse(s) which such nurse(s) could themselves initiate, bypassing the grievance procedure, unless the nurse(s) have refused to file a grievance within the prescribed time limits, after being requested to file by the Association, and the alleged grievance directly affects the interest of other nurse(s). This section shall not apply to disciplinary grievances or application of competitive clauses under this Agreement.

#### 8.12 Policy Grievance - Employer Grievance

The Employer may institute a grievance alleging a general misinterpretation or violation by the Association or any nurse by filing a written grievance with the Secretary of the Local Association, with a copy to the Employment Relations Officer within twenty (20) days after the circumstances have occurred. A meeting will be held between the parties within ten (10) days. The Association shall reply within ten (10) days after the meeting, and failing settlement, the matter may be referred to arbitration.

### ARTICLE 9 - ARBITRATION

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions 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 decision to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a third person who shall be the

Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

- 9.02 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 employee affected by it.
- 9.03 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman shall govern.
- 9.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 9.05 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. The Board of Arbitration may make such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.
- 9.06 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it nor shall have any practices or customs become binding unless reduced to writing by the Association and the Employer.
- 9.07 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own arbitrator and one-half (1/2) of the expenses and fees of the Chairman.
- 9.08 The parties may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.

#### A ; 10 - SENIORITY

- 10.01 Seniority is the ranking of nurses in accordance with their continuous length of employment from the date of last hire.

- 10.02 A seniority list of nurses covered by this Agreement, showing seniority, shall be posted by the Employer yearly by January 31st. Two (2) copies of such list will be forwarded to the Secretary of the Local. Seniority for part-time nurses and relief nurses shall be expressed in the number of tours worked since the date of last hire.
- 10.03 (a) A newly hired full-time nurse must complete a probationary period of four hundred and fifty (450) hours worked.
- (b) A newly hired part-time nurse must complete a probationary period of four hundred and fifty (450) hours worked, or a period of six (6) months, whichever occurs first.
- (c) A newly hired casual nurse must complete a probationary period of three hundred and sixty (360) hours worked or eight calendar months, whichever occurs first.
- (d) With the consent of the nurse, Employer and Association, such probationary period may be extended.
- 10.04 Part-time shall accumulate seniority and service on the basis of **1500 hours paid** equals **one year** of seniority and **service**.
- 10.05 (a) The following minimums are to be observed in the orientation/familiarization of a newly hired nurse:
- (i) she is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of nurses in the Home;
- (ii) the period of orientation/familiarization shall be up to five (5) days on the day tour, and if the nurse is employed to work on another tour, she will also receive two (2) tours of orientation/familiarization on the tour she is to work:
- (iii) she shall be an additional nurse to the usual staffing pattern:
- (iv) the nurse(s) involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly hired nurse's personnel file, which

will be reviewed with such nurse and the nurse shall also be able to comment.

- (v) she shall not be placed in charge until she has been fully oriented to the Home and to the area where she will be working.
- (vi) nurses recalled from lay-off under Article 10.06 and nurses whose probationary periods have been extended under Article 10.03, and nurses who transfer from part-time (including relief) to full-time or vice versa may be provided any orientation determined necessary by the Employer. A request by such a nurse for orientation shall not be unreasonably denied.

(b) Inservice

- (i) The inservice Education Programme will be continued and input may be given through the nursing committee.
- (ii) When a nurse is required by the Employer to attend meetings, inservice, and other related functions outside of her regularly scheduled working hours, and the nurse does attend same, she shall be paid for all straight time hourly rate of pay, or at the nurse's option, she shall receive equivalent time off.

10.06

(a) Layoff and Recall

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

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

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

**Lay-off and Recall - Long Term**

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

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

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

10.07 A Part-Time nurse whose status is altered to Full-Time will be given credit for seniority and service on the basis of 1500 paid hours being equivalent to one (1) year of Full-Time seniority and service and vice versa. In addition, a nurse whose status is so altered will be given credit for hours accumulated since date of last advancement proportionate to a full year.

- 10.08 (1) A nurse shall lose all seniority and shall be deemed terminated, if she:
- (a) Resigns;
  - (b) Is discharged and not reinstated;
  - (c) Is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given:

- (d) Is laid off for more than fifteen (15) calendar months;
- (e) Retires.

10.09 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:

- (a) approved leave of absence with pay;
- (b) when in receipt of illness allowance;
- (c) when in receipt of Workers' Compensation (for up to fifteen (15) months) as the result of injury or illness incurred while in the employment of the Employer;
- (d) when on pregnancy/parental leave;
- (e) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;

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

- (a) when on an approved leave of absence without pay, exceeding thirty (30) consecutive calendar days;
- (b) when absent due to layoff for a period of fifteen (15) calendar months;
- (c) when in receipt of Workers' Compensation as a result of injury or illness incurred while in the employment of Employer for a period over fifteen (15) months and up to twenty-four (24) calendar months;
- (d) when absent on account of sickness or illness and not in receipt of sick leave credits.

10.11 In the case of transfer {except in the event of a disciplinary transfer) or a promotion within the bargaining unit, the Employer will consider the skill and ability of the nurses. In cases where these are relatively equal, seniority shall govern. In the event of a disciplinary transfer the matter may be the subject of a grievance where the nurse claims she has been disciplined without just cause.

**10.12 Transfers out of the Bargaining Unit**

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

A nurse who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three (3) months shall be given credit for all seniority and service accrued while outside the bargaining unit plus all seniority and service accrued in the bargaining unit prior to the promotion. Should the nurse return to the bargaining unit, all other nurse(s) shall revert to their previous positions.

**ARTICLE 11 - TERMINATION**

11.01 A nurse shall give a minimum of two (2) weeks' notice of termination of employment. Severance pay will be in accordance with the provisions of the Employment Standards Act.

**ARTICLE 12 - JOB**

12.01 A vacancy in a bargaining unit position shall be posted for fourteen (14) calendar days. The posting shall stipulate the hours of work, qualifications and the classification.

12.02 Until the vacancy is filled, the Employer may fill the vacancy on a temporary basis.

12.03 Applicants for a posted position must apply in writing to their immediate supervisor. Where two or more nurses apply, the Employer shall consider skill and ability, and where these are relatively equal, seniority shall govern.

12.04 If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit.

12.05 The Employer will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.

12.06 When it is decided to not fill a position following a nurse's resignation, the Home will provide the rationale



in writing for this decision to the Union. The Union may request a meeting to make representation on this matter.

#### 12.07 Temporary Vacancies

A temporary vacancy is a vacancy created by a nurse's absence due to maternity leave, compensable or non-compensable illness or injury, or any other leave of absence expected to exceed thirty (30) calendar days. Part-time nurses shall be given first opportunity to fill temporary vacancies. The Employer will outline to the nurse selected to fill the vacancy the anticipated conditions and duration of such vacancy. The nurse shall have the right to return to her former position. In instances where a nurse returns prior to estimated date of return, the Employer shall not be liable for payments to the resulting displaced nurse(s).

#### ARTICLE 13 - LEAVE OF ABSENCE;

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

#### ARTICLE 14 - COMPASSIONATE LEAVE

- 14.01 Upon the death of a nurse's spouse, parent, child or stepchild, a nurse shall be granted leave up to a maximum of five (5) continuous calendar days, a maximum of three of which shall be without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Home. when a death occurs in the immediate family of a nurse, the nurse shall be granted leave up to a maximum of three (3) consecutive days without loss of pay around the date of the funeral, provided that the nurse must be regularly scheduled to work such days to receive pay.
- 14.02 Immediate family shall be defined as the nurse's father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandmother, grandfather, grandchildren and daughter-in-law and son-in-law.

- 14.03 A nurse will not be eligible to receive payment **under** the **terms** of Compassionate Leave **for** any period in which she is receiving any other payments, **for** example: holiday pay, vacation pay, or sick pay.
- 14.04 Part-time and **casual** nurses shall be eligible **for** pay for compassionate leave.

**ARTICLE 15 - PREGNANCY LEAVE AND PARENTING LEAVE**

15.01 **A. PREGNANCY LEAVE**

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the Employment Standard Act, **except** where amended in this provision.
- (b) If possible the nurse shall give written notification at least **one** (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.

**B. PARENTAL LEAVE**

- (a) A nurse who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the nurse, shall be entitled to parental leave.
- (b) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For nurses on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the

child is born, or comes into the custody, care and control of a parent for the first time.

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

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

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

#### ARTICLE 17 - ASSOCIATION LEAVE

17.01 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 will not be unreasonably withheld.

17.02 Leave of absence will be granted according to the following:

- (a) No more than two (2) nurses shall be on leave at any one time.
- (b) The aggregate total shall not exceed thirty (30) days in any calendar year.
- (c) The Employer shall not be responsible for overtime payment for any nurse who may be required to work in place of another nurse who is absent on Association business.

- (d) The Association will give at least three (3) weeks' written notice when possible.
- (e) Such leave shall not unduly affect the operation of the Home.

17.03 Leave of Absence for Nurses on the Board of Directors of 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 of absence. Leave of absence for board members of the Ontario Nurses' Association will be separate from the Association Leave provided in 17.01 above.

17.04 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 one (1) year. During such leaves of absence salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer for such salary and Employer contributions to benefits. The nurse agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office. The Employer agrees that upon thirty (30) days of receipt of written notice from the Ontario Nurses' Association, of change of its constitution to extend the term of the President from one (1) year to two (2) years, then the above stated leave will be extended to two (2) years.

- 17.05 The Employer agrees to keep the pay whole for all nurses on Association leave and will bill the Association for such salary loss.

ARTICLE 18 - LEAVE OF ABSENCE RULES

18.01 Leave of Absence Without Pay

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

- (a) The Employer shall pay its share of the health and welfare benefits **for** the calendar month **in** which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by **the** nurse, provided that she pays the total cost of the premiums to the Employer for **each** monthly period in excess of the thirty (30) consecutive calendar days leave of absence **except as modified by (a)**.
- (c) Benefits will accrue **from** the date of return to employment following such leave of absence.
- (d) The nurse's anniversary date for salary increases shall be adjusted by the period of **time in excess** of thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, **service, sick leave credits, vacation credits** or any other benefits under **any** provision of the collective agreement or elsewhere will **not** accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for nurses who are on paid leave of absence or Workers' Compensation. It is understood that the obligation of the Employer to pay its share of the health and welfare benefits while a nurse is on Workers' Compensation shall continue only so long as the employment relationship continues or thirty (30) months, whichever occurs first unless prohibited by legislation.
- (g) It is understood that a nurse who chooses to continue benefits under (a), (b) or (f) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.

#### ARTICLE 19 - INCOME PROTECTION

- 19.01 Income protection is payable when a nurse is absent from work due to personal illness or injury which is not compensable under the Workers' Compensation Act. It is understood that payment of income protection is for the

sole and only purpose of protecting nurses against the loss of income during time of illness.

It is understood that sick credits will be used for pregnancy-related illness at any stage in the pregnancy prior to the nurse's scheduled commencement of maternity leave and subsequent to her scheduled termination of such leave.

- 19.02 Nurses who have not completed their probation shall not be entitled to income protection. Nurses who have completed their probationary period shall be credited four and one-half (4-1/2) days of income protection and shall then accumulate income protection credits at the rate of one and one-half (1-1/2) days per full month of service (a full month of service shall mean 162.5 paid hours excluding paid sick leave).

Once these credits are earned they may be used when illness forces the nurse to remain away from work. Income protection used will be deducted from the total credits accumulated.

#### WCB Top-Up

Where a nurse who is absent from work as a result of illness or injury sustained at work has been away pending approval of claim for Workers' Compensation, that nurse may utilise her sick leave credits, provided the nurse has not received payment from the Worker88 Compensation Board and two (2) weeks have elapsed from the date of her reporting the claim to the Employer. The payment will be equivalent to the lesser of the benefits she would receive from Workers' Compensation if her claim was approved or the benefit to which she would be entitled under the sick leave plan. Payment will be retroactive to the first date of absence and the nurse will submit a written undertaking that any payment will be refunded to the Employer following final **determination** of the claim by the Workers' Compensation Board. If the Workers' Compensation Board does not approve the claim, the monies paid as an advance will be applied toward the benefit to which the nurse would be entitled under the sick leave plan. Any payment under this provision will **continue** until the nurse has exhausted her sick leave credits.

- 19.03 Nurses shall receive credits for all unused income protection accumulated by them since date of hire.
- 19.04 All unused income protection may be accumulated up to a maximum of one hundred and thirty (130) days.

- 19.05 A nurse absenting herself on account of personal illness or injury must notify the Employer on the first day of illness before the time the nurse would normally report to work. Failure to give reasonable notice unless such failure is unavoidable may result in loss of income protection for that day of absence and all other scheduled working days until reasonable notification is given.
- 19.06 During any illness or injury, the nurse will notify the Employer of her intention to return to work as far in advance as possible.
- 19.07 (a) The Employer shall pay to the estate of a nurse, at the time of her death, a cash settlement equal to one hundred percent (100%) of her unused sick leave credits calculated at her then current salary rate. Otherwise, income protection benefits and credits cease on termination of employment, except as provided in Article 19.07(b).
- (b) A nurse who, after ten (10) years of service with the Employer, shall be entitled, upon termination of her employment with the Employer, to be paid fifty percent (50%) of her unused sick leave credits calculated at her then current salary rate, except when she is discharged for cause.
- 19.08 Nurses whose income protection credits are exhausted must apply in writing for further leaves of absence without pay according to the provisions of Article 13 hereof.
- 19.09 A nurse may be required to produce proof of disabling sickness or injury in the form of a medical certificate from a qualified medical practitioner for any absence. A declaration of illness shall be completed by a nurse returning from paid income protection.
- 19.10 Income protection pay shall be equal to the nurse's regular wage (exclusive of overtime, tour premiums, etc.) for hours regularly scheduled to work.
- 19.11 Income protection benefits are not payable for any illness or injury compensable under the Workers' Compensation Act, subject to the provisions of Article 19.12.
- 19.12 If a nurse is prevented from performing her regular work with the Employer on account of an occupational accident associated with her employment with the Employer and this accident is recognized by the Workers' Compensation Act, as compensable within the meaning of the Act, the

Employer will on request, supplement the award made by the Compensation Board for loss of wages to the nurse by such an amount that the award of the Compensation Board and the Employer supplementation will equal 100% of the nurse's regular wages in effect at the time of illness or injury (exclusive of any overtime etc.) and the nurse's income protection credits will be reduced proportionately. When the application for compensation is made, the nurse shall advise whether or not she wishes to accept the Employer supplementation. Any payments so made by the Employer will cease when the accumulated income protection has been claimed.

- 19.13 The Employer agrees to inform each nurse upon his/her request of their total sick credits accumulated to date.

#### ARTICLE 20 - PAID HOLIDAYS

- 20.01 Nurses shall receive the following paid holidays:

New Year's Day	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (Nov. 11)
Victoria Day	Christmas Day
Canada Day	Boxing Day

- 20.02 If an additional permanent statutory holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace the Second Monday in February specified above. The intent is that there will be not more than eleven (11) paid holidays per year for the duration of this Agreement.

- 20.03 Holiday pay will be computed on the basis of the number of hours the nurse would otherwise work had there been no holiday at her regular rate of pay.

- 20.04 In order to qualify for holiday pay a nurse must work her full scheduled tour immediately preceding and immediately following the holiday except where the nurse is absent due to illness or approved leave of absence. If the nurse is absent on a paid holiday when scheduled to work she shall forfeit all pay for the holiday unless due to illness or approved leave of absence subject to Article 18.04. A nurse who qualifies for holiday pay will be eligible for one (1) day's holiday pay during any one period of illness. A nurse who qualifies for holiday pay and is absent due to illness or injury shall not also claim payment from income protection credits.



- 20.05 Full-time nurses will be paid at the rate of one and one-half (1-1/2) times their applicable hourly rate for work performed on paid holidays, as set out in paragraph 20.01. Such nurses shall also be entitled to an additional day off with pay within a period of four (4) weeks on either side of the holiday. In the case of a full-time nurse who has not completed her probationary period, the additional day off with pay may be taken within a period of four (4) weeks after the holiday. In lieu of this provision, the Employer and the nurse may agree that the nurse will receive an additional day's pay. Failing mutual agreement as to the scheduling of the lieu days, the Employer may schedule such lieu day or pay one day's pay.
- 20.06 If any of the holidays named in 20.01 occur on a regular day off of a full-time nurse who is entitled to holiday pay or during her vacation period, the nurse shall receive an additional day off in lieu thereof within four (4) weeks on either side of the holiday. In lieu of this provision, the Employer and the nurse may agree that the nurse will receive an additional day's pay. Failing mutual agreement as to the scheduling of the lieu day, the Employer may schedule such lieu day or pay one (1) day's pay.
- 20.07 The Employer will endeavour to divide paid holidays equitably among the nurses in the Home, unless mutually agreed otherwise.
- 20.08 A part-time nurse or on-call nurse who is required to work on a paid holiday shall be paid at the rate of time and one-half (1-1/2) her applicable hourly rate for work performed on a holiday.

Part-time nurses shall, in addition, receive holiday pay on the basis of clauses 20.03 and 20.04.

Casual nurses shall, in addition, receive holiday pay in accordance with the Employment Standards Act.

#### ARTICLE 21 - VACATIONS

- 21.01 For the purpose of calculating eligibility, the vacation year shall be from January 1 of any year to December 31 of that year.
- 21.02 Scheduling

Vacation schedules shall be posted by the date established in each Home. Nurses shall arrange vacation

with the Employer on an individual basis, at a mutually agreeable time. Where more nurses request the same period of vacation than staffing permits, then seniority shall be the deciding factor. The parties agree that the proper operation of the Home will be considered at all times.

- 21.03 Requests for vacation shall not be unreasonably and/or arbitrarily withheld.
- 21.04 Vacations are not cumulative from year to year and all vacations must be taken by December 15 following the December 31 cut-off date. Nurses may not waive a vacation and draw double pay.
- 21.05 Illness During Vacation
- Where the nurse's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided that the nurse provides satisfactory documentation of the hospitalization. Where the nurse's scheduled vacation is interrupted due to a serious illness requiring the nurse to be an in-patient in a hospital, the period of such illness shall be considered sick leave provided that the nurse provides satisfactory documentation of the hospitalization. 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.
- 21.06 Nurses who have not completed one year of service as of the December 31 cutoff date will be granted one and one-quarter (1 $\frac{1}{4}$ ) days' vacation for each month of service. Vacation pay for such nurses will be six percent (6%) of gross earnings during the vacation year.
- 21.07 Nurses with one year-of service on or before December 31 of the current year shall receive fifteen (15) days' vacation. Vacation pay for such nurses will be six percent (6%) of gross earnings for the vacation year.
- 21.08 Nurses with three (3) years of service on or before December 31 of the current year shall receive twenty (20) days' vacation. Vacation pay for such nurses shall be eight percent (8%) of the gross earnings for the vacation year.
- 21.09 Nurses with fifteen (15) years of service on or before December 31 of the current year shall receive twenty-five (25) days' vacation. Vacation pay for such nurses shall

be ten percent (10%) of the gross earnings in the vacation year.

- 21.10 Part-time nurses shall receive vacation entitlement on the basis of 1500 hours paid equals one year of service.
- 21.11 When a nurse's employment is terminated for any reason, payment for vacation earned but not taken will form a portion of such nurse's termination pay.
- 21.12 By May 1st, the vacation schedule shall be posted. No changes shall be allowed in the schedule except upon consent of the nurses affected and the Employer. Nurses who are on vacation shall not be called into work unless the nurse has indicated that she is willing to work during this period of time prior to leaving on vacation.
- 21.13 For the purposes of this section, the number of days' vacation shall be considered working days. Part-time nurses shall receive a pro-rated vacation time entitlement, based upon the number of days regularly worked in a normal work week.
- 21.14 Prior to leaving on vacation nurses will be paid their vacation pay and shall be advised as to the date and time on which to report to work following vacation.
- 21.15 The Employer agrees that nurses may take their accumulated vacation entitlement in advance of the December 31st cut-off date provided that her previous year's vacation entitlement has already been taken. Such advancement of vacation shall be subject to the efficient operations of the nursing home and shall not conflict with any other nurse's normal vacation period. Any overpayment of advance vacation may be recovered by the Employer.

## ARTICLE 22 - EMPLOYEE BENEFITS

- 22.01 The Employer will pay one hundred percent (100%) of the billed rate of the O.H.I.P. premium for full-time nurses. If the nurse produces an exemption certificate indicating coverage through another source, the Employer is not liable for contribution.
- 22.02 affective July 1st, 1992, the employer will pay one hundred percent (100%) of the cost of Life Insurance equal to the amount of annual salary for all full-time nurses. This policy will include Accidental Death and Dismemberment in the same amount as the life insurance.

22.03 **Extended Health Care**

The Home agrees to offer on a voluntary basis a major medical \$10/\$20 no co-insurance plan which includes semi-private hospitalization coverage to full-time nurses who are covered by this Agreement. The Employer agrees to pay one hundred percent (100%) of the billed single/family rate for full-time nurses who participate in the plan.

Effective February 1, 1991 the EHC coverage will include:

- Hearing Aid Plan (maximum \$300/person for 5 years)
- . Vision Care Plan (\$60/person for 24 months)

22.04 Subject to any conditions in the plans themselves, coverage should begin on the first day of employment for all plans.

22.05 Subject to enrolment requirements, the Employer agrees to implement a dental plan (equivalent to Blue Cross Plan #9) and agrees to pay fifty (50%) percent of the billed single/family premium based on O.D.A. fee schedule, to eligible full-time nurses who participate in the plan. (The ODA fee schedule will lag the current calendar year by one year.)

22.06 The Employer shall continue to pay the premiums for benefit plans for nurses who are on paid leave of absence or Workers' Compensation or at any time when salary is received. Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment. It is understood that the obligation of the Employer to pay the aforesaid benefits while on Workers' Compensation shall continue only so long as the employment relationship between Employer and employee continues.

22.07 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. Upon request, the Association shall be provided with a current copy of the Master Policies, it being understood that any problems regarding payments by the insurance carriers are between the employee and the insurer.

22.08 **Group RRSP**

Effective in March 1991, a Group RRSP Plan will be established and implemented through the Association's carrier - FINSCO. The provisions of the Plan will include the following:

- (a) The Plan will be a defined contribution plan with employees and the Employer contributing 4% of earnings.
- (b) Participation in the Plan is following six (6) months of employment.
- (c) The Plan is optional for full-time employees hired prior to February 1, 1991, and compulsory for full-time employees hired on or after February 1, 1991.
- (d) The Plan will be optional for part-time employees.
- (e) The definition of applicable wages for purposes of determining contributions to the Plan shall be the **basic** straight time wages for all hours worked **including** straight time holiday pay and vacation pay. All other payments of **any** nature are **hereby** excluded.

#### ARTICLE 23 - BULLETIN BOARDS

- 23.01 The Employer shall provide to the Association adequate bulletin board space in such place so as to inform all nurses in the bargaining unit of the activities of the Association. It is agreed that no notice will be posted on the bulletin board without prior written or initialled approval of the Manager of the Nursing Home.

#### ARTICLE 24 - HOURS OF WORK

- 24.01 The normal hours of work for a full-time nurse are not a guarantee of work per day or per week or a guarantee of days of work per week.
- 24.02 The work period shall consist of seventy-five (75) hours in any bi-weekly period and the work tour shall consist of seven and one-half (7 1/2) consecutive hours exclusive of meal periods.
- 24.03 The meal period shall be at least a one-half hour (1/2), and not more than one (1) hour's duration to be scheduled by the Employer, during a nurse's tour.
- 24.04 There shall be a paid fifteen (15) minute break period during each half tour at times designated by the Employer.

- 24.05 This Article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Association and the Employer

#### ARTICLE 25 - OVERTIME

- 25.01 Overtime shall be paid for all hours worked over seven and one-half (7 1/2) hours in a tour and seventy-five (75) hours bi-weekly at the rate of one and one-half (1-1/2) times the nurse's regular rate of pay provided that all such overtime is authorized by the Supervisor or Manager. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization is not required.
- 25.02 Full-time nurses called in to 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.
- 25.03 Part-time nurses will be paid overtime for hours worked in excess of seven and one-half (7 1/2) hours per tour. A part-time nurse who is called in to work on a scheduled day off will qualify for overtime only if she works in excess of seventy-five (75) hours in a bi-weekly pay period.
- 25.04 Time less than fifteen (15) minutes per day shall not be counted as overtime. Where, however, overtime is payable payment shall include the first fifteen (15) minutes.
- 25.05 There shall be no pyramiding of any premium pay. (Overtime and paid holiday pay, etc.)
- 25.06 When a nurse is required to work on a paid holiday or on a day for which she is entitled to receive time and one half (1-1/2) her regular straight time hourly rate and she is required to work additional hours following her normal seven and one half (7-1/2) hour tour on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 25.07 If a nurse works two (2) consecutive shifts she shall be provided a meal by the Employer or if a meal can not be provided she shall receive a meal allowance of five dollars (\$5.00)

**ARTICLE 26 - MINIMUM REPORTING ALLOWANCE**

- 26.01 If a nurse reports for work at the regular 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.
- 26.02 This Article does not apply to nurses returning to work without notice after unscheduled absence.

**ARTICLE 27 - CALL BACK GUARANTEE**

- 27.01 When a nurse is required to work outside of regular hours the minimum payment will be the equivalent of four (4) hours work or one and one-half (1-1/2) times her applicable rate for hours actually worked, whichever is greater. Where the hours worked are continuous with the commencement of her regular tour, the minimum payment will not apply, and she will receive payment at the rate of time and one-half (1-1/2) for the hours worked prior to the commencement of her regular tour.
- 27.02 No nurse will be assigned to be on call.

**ARTICLE 28 - WORK SCHEDULE**

- 28.01 The Employer shall post work schedules at least two weeks prior to the effective date of the schedule.
- 28.02 Requests for specific days off shall be submitted to the Supervisor two (2) weeks prior to the posting.
- 28.03 Requests for change in posted work schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tours and are subject to the discretion of the Manager. In any event, it is understood that such a change initiated by the nurse and approved by the Employer shall not result in overtime compensation or payment, or any other claims on the Employer by any nurse under the terms of this Agreement.
- 28.04 If a nurse's requests for time off or exchange of tours result in a conflict with the provisions of this article the said request and the granting of such shall not be a violation of this Agreement.
- 28.05 A nurse may be required to work for more than five (5) consecutive days to provide for days off on a consecutive rotation basis of four (4) days off bi-weekly and shall

be taken on such days as shall be specified by the Employer. The Employer to the best extent possible shall arrange tour schedules such that a nurse is not scheduled to work for more than seven (7) consecutive days. The Employer may switch scheduled days off to accommodate an emergency situation provided the switch is mutually agreed with the nurses affected.

- 28.06 Nurses may be required to rotate over three (3) tours as necessary. Nurses will not be scheduled to work three (3) different tours in any seven (7) day period unless otherwise mutually agreed.
- 28.07 The tour commencing at or about midnight, shall be considered the first tour of each working day. A tour shall be deemed to be entirely within the calendar day in which the majority of hours fall regardless of what calendar day the tour commenced.
- 28.08 At least fifteen and one-half (15 1/2) hours time off shall be scheduled between tours or change over of tours. A shorter period of time between tours or change over of tours may be scheduled by mutual consent.
- 28.09 The Employer shall endeavour to arrange tours so that each nurse shall have a weekend off every second week.
- 28.10 The Employer shall endeavour to provide at least four (4) consecutive days off at either Christmas or New Year's.
- 28.11 Nurses as of November 28, 1985 on permanent tours, will not be rotated without their consent except for the purposes of instruction, emergencies or when regular employees on other tours are not available.
- 28.12 Nurses wishing to work permanent evenings or nights may do so upon request. The Employer shall not unreasonably deny the request.

**28.13 Cancelled Shift**

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

It is understood that call-ins or call-backs are not covered by this provision.



**28.14**      Daylight Savings Time

Where there is a change to Daylight Savings from Standard Time or vice versa, a nurse who is scheduled and works a full shift shall be paid for a 7.5 hour tour rather than the actual hours worked.

ARTICLE 29 - JURY AND WITNESS DUTY**29.01**      (a) Jury & Witness Duty

A nurse required to serve on jury duty, or as a witness of the Crown, or as a witness at an inquest, or as a witness in a case arising out of her employment, or as a witness at a hearing of the College of Nurses of Ontario, shall have her regular salary maintained. The nurse will reimburse the Employer for fees received less expenses in any of the above instances.

- (b) A nurse will normally come to work during those regularly scheduled hours that she is not required to attend court. In the event that a nurse is scheduled to the afternoon shift, she shall not be required to attend at court and then report for duty the same day.
- (c) A nurse will not be required to work on the night shift prior to such duty. Where the nurse's presence is required in court past 1700 hours she shall not be required to attend work for her night shift commencing later that day.
- (d) The nurse shall notify the Director of Care, as soon as possible, when required to serve under any of the above circumstances.

ARTICLE 30 - JOB CLASSIFICATION & WAGE RATES

**30.01**      Full-time nurses shall be classified and paid in accordance with Schedule "A" which is attached hereto and forms part of this Collective Agreement.

**30.02**      Part-time and casual nurses will be paid on the following basis:

Monthly rate in Schedule "A" x 12 = daily rate

plus 8% of the daily rate in lieu of all benefits except vacations, paid holidays, compassionate leave, professional and education leave, jury and witness duty, reporting allowance, callback guarantee, shift differential, responsibility allowance, overtime, and salaries.

Effective January 1, 1992, the ten percent (10%) premium is given in lieu of all fringe benefits excluding vacation, paid holidays, compassionate leave, professional and education leave, jury and witness duty, reporting allowance, callback guarantee, shift differential, in charge premium, responsibility allowance, overtime and salaries.

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

30.03 (a) Seniority increases for full-time registered nurses will be given on the anniversary of their last date of employment, subject to the provisions of Article 30.04.

(b) Seniority increases for part-time and casual registered nurses will be given on the basis that 1500 hours paid equals 1 year.

30.04 Individual salary increases for full-time registered nurses resulting from seniority levels shall be implemented as of the anniversary date. The anniversary date shall be adjusted forward if necessary to account for leaves of absence or other absences under which seniority accumulation is suspended.

30.05 The Employer will recognize recent related experience on the basis of one (1) annual increment for each two (2) years of service up to a maximum of five (5) increments.

Effective on the first full pay period following ratification the Employer will recognize recent related experience on the basis of one (1) annual increment for each two (2) years of service up to the maximum of the salaried grid. It shall be the responsibility of the newly hired nurse to provide reasonable proof of recent and related experience in order to be considered for a salary increment and if she fails to do so she shall not be entitled to recognition. The Employer will inform the newly hired nurse of this requirement in the Collective Agreement.

30.06 New classifications

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 which respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Home and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved.

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

30.07 Retroactivity

All salaries are retroactive to January 1, 1991, and all nurses who receive any payment since that date shall receive such retroactive payments as required. Retroactivity will be paid out by June 30, 1992. The Employer agrees to provide an explanation of the calculation of retroactivity for payments arising out of the settlement of the Collective Agreement.

ARTICLE 31 - PAY DAYS

31.01 Pay days will continue as in present practice.

31.02 Upon termination, a nurse will be paid her final pay and her vacation pay on the regular pay day.

ARTICLE 32 - TOUR DIFFERENTIAL AND RES BII ALL ES

- 32.01 Effective **January 1, 1992**, a nurse who is designated in writing to relieve the Director of Nursing, shall be paid **eight dollars and fifty cents (\$8.50)** per tour for **each** tour so worked, in addition to her regular rate of pay.
- 32.02 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 **\$5.00** per shift in addition to her regular rate of pay.
- 32.03 **Effective January 1, 1992** a nurse shall receive shift differentials for all evening and night shifts worked at the rate of **\$0.50** per hour in addition to her regular pay.

ARTICLE 33 - MISCELLANEOUS

- 33.01 Wherever the feminine pronoun is used in this Agreement it shall include the masculine pronoun where the context so requires. Where the singular is used, it may also be deemed to mean the plural.
- 33.02 Nurses are expected to keep the Employer informed of her current address. Notice may be given personally or by prepaid registered post, or by telegram to the last address shown on the Employer's records, and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.
- 33.03 Copies of the Agreement will be supplied to each nurse. The cost will be borne equally between the parties.
- 33.04 Regular Performance Review
- (a) Upon request, each nurse shall receive a signed copy of any evaluation.
  - (b) When, as a result of a formal review of a nurse's performance, the performance of a nurse judged to have been unsatisfactory, the nurse concerned must be given the opportunity to sign and review the form in question, to indicate that its contents have been read.
  - (c) Upon request, having given reasonable notice, a nurse may review his or her personal file.

**33.05      RETIREMENT**

The normal retirement age is sixty-five (65) years of age. The Employer may continue to employ a nurse beyond retirement age, if the Employer determines that the nurse can satisfactorily perform the requirements of her classification.

**33.06      PHYSICAL HANDICAP**

- (a) If a nurse becomes disabled with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.
- (b) The parties recognize the duty of reasonable accommodation for individuals under the Human Rights Code of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer to discharge that duty.
- (c) Positions established under this Article will not constitute new classifications and shall lapse upon the termination, resignation, or retirement of the employee in question.

**ARTICLE 34 - PROFESSIONAL RESPONSIBILITY**

**34.01** In the event that the Home assigns a number of patients 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 Nursing Committee within twenty (20) calendar days of the alleged improper assignment. The Chairperson of the Nursing Committee shall convene a meeting of the Committee within twenty (20) 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 twenty (20) calendar days of the meeting of the Nursing 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 Home, and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.

- (iii) The Assessment Committee shall conduct a hearing into the complaint within twenty (20) calendar days of its appointment and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Assessment Committee shall report its findings, in writing, to the parties within twenty (20) calendar days following completion of its hearing.
- (b) (i) The list of Assessment Committee Chairpersons is attached.
 

The members of the panel shall sit in rotation agreed upon by the parties. If a panel member is unable to sit within the time 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 each will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

#### ARTICLE 35 - TRANSFERS AMONG FACILITIES

35.01 The Employer agrees that nurses may be permitted to transfer from one nursing home to another in the Province of Ontario for their own personal convenience and at their own expense, subject to the following conditions:

- (a) Nurses wishing to transfer must notify, in writing, the Administrator of the home to which they would like to transfer, within thirty (30) days of leaving employment at the former home, Such notice shall include the nurse's qualification, present position, scheduling preferences (if any) and when they would be available to commence work.
- (b) An applicant, who is permitted to transfer at the Employer's discretion from one nursing home to

another as a result of this transfer procedure, will retain any seniority that she had previously accrued and the applicable wage rate shall be paid according to the position to which the employee transferred. For purposes of transfer, promotions, lay-off and reductions in staff however, a nurse so transferring will only be able to exercise home seniority.

- (c) This provision applies only to homes within the same employer and who are part of the Joint Bargaining group.

**ARTICLE 36 - DURATION OF AGREEMENT**

36.01 This Agreement shall remain in full force and effect until the 31st day of December, 1993 and shall remain in effect from year to year thereafter, unless either party gives the other party written notice of termination or desire to amend the Agreement. Such notification will be made within ninety (90) days prior to the termination of this Agreement, or in any year thereafter.

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

36.02 During the period of negotiation resulting from any of the provisions above, this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the Twelfth day of February 1992.

VERSA CARE LIMITED

[Signature]

ONTARIO NURSES' ASSOCIATION

[Signature]  
Employment Relations Officer

## SCHEDULE "A"

## FULL-TIME WAGE RATES FROM JANUARY 1, 1991 - DECEMBER 31, 1992

Date	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Dec 31/90										
Annual	32,779.49	34,534.49	35,060.89	35,704.49	36,580.87	37,303.49	38,122.49	39,019.49	39,604.49	40,208.99
Monthly	2,731.62	2,877.87	2,921.74	2,975.37	3,048.41	3,108.62	3,176.87	3,251.62	3,300.37	3,350.75
Daily	125.08	132.83	131.85	137.33	140.70	143.48	146.63	150.08	152.33	154.65
Hourly	16.81	17.71	17.98	18.31	18.76	19.13	19.55	20.01	20.31	20.62

## Apr 1/91

Annual	32,779.49	34,534.49	36,464.99	37,127.99	38,044.49	38,804.99	39,643.49	40,579.49	41,183.99	41,807.99
Monthly	2,731.62	2,877.87	3,038.75	3,094.00	3,170.37	3,233.75	3,303.62	3,381.62	3,432.00	3,484.00
Daily	126.08	132.83	140.25	142.80	146.33	149.25	152.48	156.08	158.40	160.80
Hourly	16.81	17.71	18.70	19.04	19.51	19.90	20.33	20.81	21.12	21.44

## Jan 1/92

Annual	32,779.49	34,534.49	37,927.38	38,609.99	39,565.38	40,345.49	41,242.49	42,197.99	42,841.49	43,484.99
Monthly	2,731.62	2,877.87	3,160.62	3,217.50	3,297.11	3,362.12	3,436.87	3,516.50	3,570.12	3,623.75
Daily	126.08	132.83	145.88	148.50	152.18	155.18	158.63	162.30	164.78	167.25
Hourly	16.81	17.71	19.45	19.80	20.29	20.69	21.15	21.64	21.97	22.30

## Jul 1/92

Annual	32,779.49	34,534.49	38,297.99	38,999.99	39,955.49	40,754.99	41,651.99	44,537.99	45,220.49	45,883.49
Monthly	2,731.62	2,877.87	3,191.50	3,250.00	3,329.62	3,396.25	3,471.00	3,711.50	3,768.37	3,823.62
Daily	126.08	132.83	147.30	150.00	153.68	156.75	160.20	171.30	173.93	176.48
Hourly	16.81	17.71	19.64	20.00	20.49	20.90	21.36	22.84	23.19	23.53

## Notes:

1. All rates calculated on a seven and one-half (7 1/2) hour day or a thirty-seven and one-half (37 1/2) hour week.
2. Hourly rates only are guaranteed. Monthly and daily rates may vary depending on the number of hours worked per day or per month.



## SCHEDULE "B"

PART-TIME

<u>Date</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
Dec 31,90 (8%)	18.15	19.13	19.42	19.77	20.26	20.66	21.11	21.61	21.93	22.27
Apr 1/91 (10%)	18.49	19.48	20.57	20.94	21.46	21.89	22.36	22.89	23.23	23.58
Jan 1/92 (10%) (NO RRSP)	18.49	19.48	21.40	21.78	22.32	22.76	23.27	23.80	24.17	24.53
Jan 1/92 (6%) (RRSP)	17.82	18.77	20.62	20.99	21.51	21.93	22.42	22.94	23.29	23.64
Jul 1/92 (10%) (NO RRSP)	18.49	19.48	21.60	22.00	22.54	22.99	23.50	25.12	25.51	25.88
Jul 1/92 (6%) (RRSP)	17.82	18.77	20.82	21.20	21.72	22.15	22.64	24.21	24.58	24.94

## Notes

- All rates calculated on a seven and one-half (7 1/2) hour day.
- Hourly rate only is guaranteed. Daily rate may vary depending on the number of hours worked per day.
- Effective January 1, 1992, ten percent (10%) premium is given in lieu of all fringe benefits excluding vacation pay, holiday pay, compassionate leave, professional and education leave, jury and witness duty, reporting allowance, callback guarantee, shift differential, in charge premium, responsibility allowance, overtime, and salaries.

there a casual or part-time nurse participates in the Pension Plan the ten percent (10%) shall change to six percent (6%)

**LETTER OF UNDERSTANDING**

Between

**VERSA-CARE LIMITED**

and

**ONTARIO NURSES' ASSOCIATION**

**RE: Part-Time Vacation Calculations**

For clarity in interpretation and administration of part-time vacation the parties agree as follows:

1. Where previous language refers to years from date of hire, each nurse shall have her number of years converted to 1500 paid hours for each year,
2. Effective on ratification, each part-time nurse will than advance on the basis of 1500 paid hours equalling one year.

Any problems arising from the transition will be dealt with by the parties on an individual basis.

DATED at Feb 12<sup>th</sup>, 1992.

**ONTARIO NURSES' ASSOCIATION**

Celleen Klante ERO

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**VERSA-CARE LIMITED**

Richardson

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