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COLLECTIVE AGREEMENT

RECEIVED
AUG 03 1994

BETWEEN

COMMUNITY LIFECARE INC.
(hereinafter referred to as the "Employer")

ERS

| | | | |
|-------------------|-------|----|----|
| SOURCE | Union | | |
| EFF. | 91 | 04 | 08 |
| TERM. | 93 | 04 | 07 |
| No. OF EMPLOYEES | 6 | | |
| NOMBRE D'EMPLOYÉS | SD. | | |

15 X

AND

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

(FULL-TIME)

EXPIRY: APRIL 7, 1993

FEB 2 1995

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish by mutual agreement an orderly collective bargaining relationship between the 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, all as set forth in this Collective Agreement.
- 1.02 It is recognized that nurses wish to work together with the Employer to secure the best possible nursing care and health protection for 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 by Community Nursing Homes Limited in a nursing capacity at Village Retirement Centre in Pickering, save and except director of nursing, persons above the rank of director of nursing and persons regularly employed for not more than twenty-four hours per week.
- 2.02 A registered nurse is defined as a person who holds a Certificate of Competence with the College of Nurses of Ontario in accordance with the Health Disciplines Act, 1974, as amended.
- 2.03 A graduate nurse is defined as a nurse with registration incomplete who is a graduate of a program acceptable to the College of Nurses of Ontario and is either in the process of being registered by the College of Nurses of Ontario or is completing registration requirements for whatever reason.
- 2.04 The word "nurses" when used throughout this Agreement, shall mean persons included in the above described bargaining unit.
- 2.05 (a) A full-time nurse is one who regularly works more than twenty-four (24) hours per week.
- (b) A part-time nurse is one who regularly works not more than twenty-four (24) hours per week.
- 2.06 Persons whose jobs are not in the bargaining unit shall not perform work normally performed by employees in the bargaining unit except;
- (a) In cases of emergency;
- (b) When instructing other employees;

- (c) When performing development or experimental work;
- (d) When regular employees are not available due to being late for work or absent from work.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Association recognizes that the management of its operation and the direction of the working forces are fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the employer to:

- (a) Hire, promote, demote, classify, transfer, retire employees, and to suspend discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that she has been discharged, disciplined or suspended without just cause may be the subject of a grievance and dealt with as hereinafter provided;

Note: Retire - i.e. "upon reaching the age of 65, except if the employee applies to continue employment and is performing the job to the acceptable standards as assessed by the Employer on a semi-annual basis.

- (b) Maintain order, discipline and efficiency;
- (c) Determine the nature and kind of operations conducted by the Employer, the kind of equipment and materials to be used, the methods and techniques of work, the content of jobs, the schedule of employees, the number of employees to be employed, the extension, curtailment, limitation, or cessation of operations or any part thereof;
- (d) Discuss with the Association, make, enforce and alter from time to time rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement.

3.02 The Employer agrees that it will not exercise its rights in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Association agree that there shall be no discrimination, interference, restriction or coercion exercised by reason of a nurse's membership or activities in, or lack of membership or activities in the Association, or while exercising their rights under the Collective Agreement.

ARTICLE 5 - NO STRIKES AND LOCKOUTS

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

ARTICLE 6 - ASSOCIATION COMMITTEES AND REPRESENTATIVES

- 6.01 The Employer will recognize the following representation from the full-time and part-time bargaining units combined:
- (a) Three (3) nurse representatives. Upon mutual agreement of the parties the foregoing number may be altered from time to time.
 - (b) A Grievance Committee of three (3) nurses.
 - (c) A Negotiating Committee of three (3) nurses.
 - (d) There shall be a Nursing Committee composed of two Association Representatives and an equal number of Employer Representatives. The meetings shall be held at the request of either party but not more often than once every month. The purpose of the Committee shall be to discuss matters of mutual concern.

6.02 Occupational Health and Safety Committee

- (a) The Employer and the Association agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.
- (b) The Employer will permit one nurse to be on the Health and Safety Committee.

The Employer will notify the nurse-representative to the Occupational Health and Safety Committee of scheduled meetings.

(c) All times spent attending meetings of the Occupational Health and Safety Committee by the nurse representative to the Committee shall be deemed to be work time for which she shall be paid by the Employer at her regular rate of pay and that time shall not be included for calculation of overtime.

- 6.03 The Association will supply the Employer with names of their representatives and any changes thereto, including the names of acting representatives appointed to serve an area temporarily.
- 6.04 Representatives of the Association have their regular work to perform on behalf of the Employer. If it is necessary for a representative of the Association to attend Association business during her working hours, she shall not leave her work without first obtaining permission of her immediate Supervisor and such permission shall not be unreasonably withheld. In return for this, the Employer agrees to compensate representatives of the Association for wages lost through loss of regular hours of work when meeting with the Employer. No compensation will be made for any conciliation, mediation or arbitration proceedings.
- 6.05 The Association Committee shall have the right to have the assistance of representatives or a consultant from the Ontario Nurses' Association.
- 6.06 The Employer agrees to provide a representative of the Association with not more than fifteen (15) minutes during the orientation program in order to meet with newly hired nurses.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer shall deduct from the pay due to each nurse who is covered by this Agreement, a sum equal to the monthly Association dues of each nurse. The Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association monthly, its cheque for the dues so deducted, along with a list of the names and Social Insurance numbers of each nurse and the amount of such deduction for each nurse. The initial list shall contain the address of each nurse.
- 7.02 The Association shall indemnify and save the Employer harmless with respect to any liability for dues so deducted and remitted.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

8.01 A grievance shall be defined as an alleged violation or misinterpretation of this Agreement, and must be presented within ten (10) working days after it arises and be processed in accordance with the following steps herein set forth.

8.02 At any Step in the Grievance Procedure, the nurse may be accompanied by her representative.

8.03 Step No. 1

A nurse may present a grievance in writing to the Director of Nursing. Such grievance must be presented within ten (10) working days of the date of its occurrence or when it first came to the attention of the nurse. The Director of Nursing shall render a decision within seven (7) working days following the day on which the grievance was submitted. If this decision is unsatisfactory to the nurse, Step 2 may be followed within seven (7) working days.

Step No. 2

A grievance shall be submitted in writing to the Administrator or her designee. The Administrator or her designee shall reply in writing within seven (7) working days. If the decision is unsatisfactory it may be referred to Step 3 within seven (7) working days.

Step No. 3

A grievance at Step 3 shall be submitted to the President or General Manager. The President or General Manager shall call a meeting of the grievance committee within seven (7) working days of the matter being referred. Within seven (7) working days following the meeting, the President or General Manager shall reply in writing. If the decision is unsatisfactory it may be referred to Arbitration pursuant to Article 8.06 within ten (10) working days.

8.04 If the Association or the Employer so wish, they may present a grievance in writing in the form of a Policy Grievance at Step No. 2 of the Grievance Procedure within ten (10) working days of the circumstances giving rise to the grievance.

8.05 A claim by a nurse who has completed her probationary period that she has been unjustly suspended or discharged shall be treated as a grievance if a written grievance is lodged with the Administrator or her designee at Step No. 2 within ten (10) working days after the discharge or suspension is effective.

- 8.06 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, after exhausting the Grievance Procedure established by this Agreement, either of the parties may notify the other party in writing of its desire to submit the difference 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) working days inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall appoint a third person who shall act as Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within the time limit, the appointment may be made by the Minister of Labour for Ontario upon request of either party. The Arbitration Board shall hear and determine the difference or differences and shall issue a decision, which decision is final and binding upon the parties and any nurse affected by it. The decision of the majority is the decision of the Board of Arbitration, but if there is no majority, the decision of the chairperson shall govern.
- 8.07 Each party shall pay the cost and expenses of its appointees and the cost and expenses of the chairperson shall be borne equally by the parties.
- 8.08 The Arbitration Board may make such decision as in the circumstances it deems just and equitable and may vary or set aside any penalty or discipline imposed and shall have full jurisdiction to settle all matters relating to or arising out of this Agreement.
- 8.09 The Arbitration Board shall not have the jurisdiction to amend, add, delete, change or alter any of the provisions in this Agreement or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.10 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.11 Any time limit referred to in the Grievance and Arbitration procedures shall be exclusive of Saturdays, Sundays and paid holidays as per Article 12 of this Agreement. It is also agreed that the time limits may be extended by mutual written agreement of the parties,
- 8.12 The Employer and the Association may by written agreement, agree to a sole Arbitrator. In such cases, the sole Arbitrator shall possess powers and be subject to the same limitations as the Board of Arbitration hereunder.

ARTICLE 9 - JOB SECURITY

- 9.01 Seniority shall be defined as the length of service with the employer as a full-time nurse since the date of last hire. In the event a nurse is transferred from the part-time bargaining unit to this bargaining unit, service with the employer as a part-time nurse since the date of last hire shall be converted so that each fifteen hundred (1500) hours of part-time service worked will equal one year of seniority in this bargaining unit and be added to any seniority such transferred nurse may have previously held in this bargaining unit.
- 9.02 A nurse shall be on probation for the first four hundred and fifty (450) hours. If retained after the probationary period, her seniority date will be dated from the date of last hire.
- 9.03 The Employer will keep an up-to-date seniority list for full-time nurses and post same in a conspicuous place. Revision of the seniority list shall be every six (6) months and a copy shall be forwarded to the Association.
- 9.04
1. Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
 - (a) When on leave of absence with pay;
 - (b) When on an approved leave of absence without pay, including maternity leave and adoption leave, not exceeding thirty (30) continuous calendar days;
 - (c) When in receipt of paid sick leave;
 - (d) When in receipt of Workers' Compensation up to six months;
 2. Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
 - (a) When on approved leave of absence without pay, including maternity and adoption leave, exceeding thirty (30) continuous calendar days;
 - (b) When absent on account of accident or illness and not in receipt of sick leave credit up to one (1) year;
 - (c) When absent due to lay-off up to one (1) year.

3. A nurse shall lose all seniority and her employment shall be terminated when she:
- (a) Voluntarily resigns or is retired in accordance with Article 3.01 (a);
 - (b) Is discharged for just cause and not reinstated through the Grievance or Arbitration Procedures;
 - (c) Is laid off in excess of one (1) year;
 - (d) Is absent from work without permission for two (2) consecutive working days unless a reasonable explanation is given to the Employer by the nurse;
 - (e) Fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted unless prevented from utilizing the leave for the purposes for which it was granted because of legitimate illness or accident;
 - (f) Fails to return to work within fourteen (14) calendar days after being recalled from lay-off by notice sent by registered mail unless a **reasonable** explanation is given to the Employer by the nurse;

9.05

- (a) In the case of all permanent vacancies within the bargaining unit, the Employer will post notices of such vacancies for five (5) calendar days.
- (b) The Employer will maintain a file wherein nurses wishing to transfer to a different shift (or location) within the Home may indicate her interest in writing and forward same to the Director of Nursing. Should a permanent vacancy **occur**, the nurse's request will be considered in the same fashion as if she had applied for the particular job during the posting.

It is understood, however, that nothing herein shall impede the filling of the vacancy.

- (c) Where as vacancy is posted within this full-time bargaining unit and no nurses within this unit are successful in obtaining the position, notice of the vacancy will be posted for a further five (5) calendar days for the information of part-time nurses who will have the opportunity to apply for the vacancy and be considered in accordance with

the factors set out in clause 9.07, before new employees are hired.

9.06 The Employer will outline to the nurse selected to fill a temporary vacancy, the conditions and duration of such vacancy. In any event, such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy. The Employer shall endeavour to reinstate an employee who has seniority and who is absent due to illness or leave of absence, or an employee who is filling a temporary vacancy, to their former position.

9.07 In all cases of transfer or promotion the following factors shall be considered;

(a) Skill, ability and experience;

(b) Seniority.

Where the factors in (a) are relatively equal, (b) shall govern. If a senior applicant is refused the position, she will be verbally informed of the reason for such refusal.

9.08 Lay-off and Recall

(a) Where there is a reduction in the workload resulting in a surplus of nurses, the Employer shall lay-off nurses on the basis of seniority.

Nurses shall be recalled in the reverse order of lay-off.

(b) All nurses who are on layoff will be given job opportunity before any new nurse is hired.

(c) No nurse who has completed the probationary period shall be laid off until she has received thirty (30) calendar days' notice.

(d) In the event of a proposed lay off of a permanent or long term nature, the Employer will:

(i) provide the local Association with no less notice than that given the nurses who are to be affected; and

(ii) meet with the local Association through the nursing committee to review the reasons causing the lay off and the method of implementation including the areas of cut-back and the nurses to be laid off.

(e) The thirty (30) days notice referred to in clause 9.08(c) above will not be required where the

Employer is prevented from giving such notice due to circumstances beyond his control such as fire, act of God, or epidemic.

9.09 Positions outside the Bargaining Unit

- (a) Any nurse who has been in the Bargaining Unit and who has been transferred to a position outside the Bargaining Unit who subsequently returns to a position within the bargaining unit shall be credited with her previous seniority within the Bargaining Unit.
- (b) The Employer agrees to provide adequate orientation to a nurse to fill the role of these positions.
- (c) In the event that a nurse is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months or an academic year whichever is appropriate, and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

- 9.10**
- (a) Seniority and vacation credits obtained by a nurse under this collective agreement shall be retained and transferred with her on any change in status from full-time to part-time and vice versa.
 - (b) A nurse who is transferred into this bargaining unit from part-time status shall be placed on the salary grid in accordance with her seniority as determined under clause 9.01.
 - (c) A nurse who changes her status from full-time to part-time and is, as a result, transferred out of this bargaining unit, shall retain any accumulated sick leave credits for future utilization in this bargaining unit in the event of a return to this unit by transfer back to a full-time position.

ARTICLE 10 - EMPLOYEE FILE

- 10.01** 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. Upon request, the nurse may review her personnel file.

ARTICLE 11 - LEAVE OF ABSENCE

- 11.01 Written requests for leaves of absence without pay will be considered on an individual basis by the Employer. Such requests are to be made at least two (2) months in advance and a written reply will be given within seven (7) days of the date of such request, (except in cases of emergency where the two (2) months requirement may be waived). Requests for leave of absence shall not be unreasonably withheld, but it is understood that due consideration will be given to the efficient operation of the Home.
- 11.02 If the Employer so requests, nurses will be permitted leave of absence with pay to attend workshops which are employment related; A nurse may also apply for unpaid leave of absence for the purpose of attending a workshop. The selection of nurses shall be made on an equitable basis from those who apply to attend such programs. Requests for leave of absence shall not be unreasonably withheld, but it is understood that consideration will be given to the efficient operation of the Home.
- 11.03 In the event of a death in the immediate family of an employee, the employee shall be granted a leave of absence for time necessarily lost from work up to a maximum of three (3) days without loss of pay for the purpose of attending the funeral or making funeral arrangements. In cases where substantial travel time is required for these purposes, additional leave of absence without pay may be granted by the Employer. For the purposes of this provision, it is agreed that immediate family shall mean spouse, parent, sibling, legal guardian, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law and sister-in-law.
- 11.04 Pregnancy Leave & Parental Leave
- (a) Parental/pregnancy leave will be granted in accordance with the Employment Standards Act (E.S.A.), 1980, as increased by amendment, except where this provision improves upon the Act.
- (i) A nurse shall be entitled to a maximum seventeen (17) weeks of pregnancy leave. As well a nurse is also entitled to parental leave to a maximum eighteen (18) weeks. All such leaves are subject to the qualifying periods and other requirements established by the Employment Standards Act.
- (ii) A nurse shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.

- (iii) Where possible, the nurse shall endeavour give the Employer four (4) weeks written notification of her intention to take such leave. In any event the nurse shall give written notification at least two (2) weeks in advance of the date of commencement of such leave. The nurse shall also give the Employer four (4) weeks notice of the expected date of return, This notice shall be waived in the event of pregnancy complications, premature birth, or the sudden coming into care of an adoptive child.
- (iv) In the event that a nurse intends to return to work at a time earlier than that referred to in subsection (i), the nurse shall provide the Employer with at least four (4) weeks written notification prior to her originally scheduled date of return. 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.
- (v) For the duration of the leave under this Article a nurse shall continue to accumulate seniority and service and shall continue to participate in all benefits. The Employer shall continue to pay its portion of the premiums for all benefits for the duration of the leave, so long as the nurse continues to pay her portion of the premiums.
- (vi) Parent shall be defined as including a person with whom a child is placed for adoption and a person who is in a relationship of permanence with a parent of a child who intends to treat the child as his or her own.
- (vii) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment benefit (SUB) Plan, a nurse who is on parenting leave as provided in this agreement and who is in receipt of Unemployment Insurance Commission maternity leave, adoption leave, or parenting leave benefits shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits, Such benefit shall commence with the two (2) week

Unemployment Insurance waiting period and receipt by the Director of Nursing of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance benefits, and shall continua while the nurse is in receipt of maternity, adoption, or parenting U.I. benefits for a maximum period of seventeen (17) weeks.

11.05 Jury and Witness Duty

- (a) A nurse who is subpoenaed as a Crown Witness or juror, or is subpoenaed to appear at the College of Nurses, will receive pay for those days of her regular schedule during which she is required to be absent, provided that such nurse promptly repays the amount (other than expenses) paid to her for such service or attendance to the Employer, and presents proof of service requiring her attendance.
- (b) A nurse shall not be required to attend work on those days in which she is fulfilling the above commitment,

11.06 Association Leave

(a) Board of Directors

A nurse elected to the Board of Directors of Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement, or other purposes during such leave.

Requests for leave of absence shall not be unreasonably withheld, but it is understood that due consideration will be given to the efficient operation of the Home.

- (b) A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted, upon request, leave of absence for up to two (2) years without loss of seniority, but without further accumulation of seniority during such leave, and without loss of benefits. During such leave of absence, salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer for such salary and any Employer contributions to benefits forthwith upon receipt of notice for payment advice from the Employer.

- (c) Leave of absence for Association business shall be given up to a cumulative total of thirty-five (35) days during the calendar year. Such leave shall be subject to the efficient operations of the Home.
- (d) The Employer agrees to keep the pay whole and bill the Association for leave as delineated above.

ARTICLE 12 - PAID HOLIDAYS

- 12.01 (a) Subject to the provisions of this Article, all nurses shall receive the following holidays with pay:

| | |
|------------------------|------------------------|
| New Year's Day | Labour Day |
| 2nd Monday of February | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | One floating holiday |
| Civic Holiday | 2nd Monday in November |

- (b) The "one floating holiday" listed in clause 12.01(a) above, shall be celebrated on the employee's anniversary date of employment or, alternatively, on a date within thirty (30) days of such anniversary date as mutually agreed between the employee and the employer, If agreement cannot be reached on a suitable alternate date, the employee's anniversary date of employment shall be considered to be that holiday.
- (c) In the event an additional statutory holiday is proclaimed during the *term* of this collective agreement, such additional holiday will replace the "2nd Monday of February" as specified in the listing under clause 12.01(a).

- 12.02 (a) Holiday pay will be computed on the basis of the nurse's regular rate for the number of hours she would have worked during her normal daily tour had there been no holiday.

- (b) In order to qualify for pay for a holiday, a nurse shall complete her full scheduled shift on each of the working days immediately preceding and following the day concerned unless excused by the Employer or unless the nurse was absent due to:

- (i) legitimate illness or accident which commenced within one month of the date of the holiday; or

- (ii) vacation granted by the Employer; or

- (iii) the nurse's regular scheduled day off; or

(iv) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

(c) A nurse who is required to work on any of the foregoing holidays shall be paid at the rate of time and one-half her regular straight time rate of pay for all hours worked on such holiday plus any holiday pay for which she qualifies. In addition she will receive an additional day off without pay. The Employer will endeavour to schedule the additional day off at a time which will accommodate the wishes of the nurse.

- 12.03 If a tour of duty begins or ends during the twenty-four (24) hour period of the above holiday, and if the majority of hours worked falls within the holiday, then for the purpose of calculating holiday pay, the full tour shall be deemed to have been performed on the holiday.
- 12.04 When a holiday falls within a nurse's vacation period, it shall be added to the end of her vacation or taken at a mutually agreeable time to the parties.
- 12.05 If any of the above-mentioned paid holidays fall on a nurse's regular day off, the nurse, at her option may elect to receive a day's pay or may elect to receive an additional day off in lieu thereof. The additional day off will be as scheduled by the Employer within the two (2) week period immediately preceding or the two (2) week period immediately following the occurrence of the paid holiday, however, the Employer shall endeavour to schedule such additional day off in conjunction with scheduled week-ends off or vacation taken during the four (4) week period.
- 12.06 The Employer shall make every effort to arrange for paid holidays off to be divided equally amongst the nurses.
- 12.07 Where any of the above holidays fall on a Friday or Monday, then where possible the Employer will endeavour to arrange schedules as follows:
- {a) If a nurse is not scheduled to work on the paid holiday, she will be scheduled off on that Saturday and Sunday preceding or following the said holiday.
 - {b) If a nurse is scheduled to work on the paid holiday, she will be scheduled to work on the Saturday and Sunday preceding or following the said holiday.
- 12.08 A nurse may accumulate not more than three (3) lieu days which may be taken at a mutually agreeable time. It is understood that nothing herein shall interfere with the efficient operation of the Home.

ARTICLE 13 - VACATION

13.01 All nurses shall receive vacations with pay based on length of full-time continuous service as follows:

- (a) Nurses who have completed less than one (1) year of full-time continuous service as of July 1st, shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of 6% of gross earnings.
- (b) Nurses who have completed one (1) or more years of full-time continuous service as of July 1st, shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c) Nurses who have completed three (3) or more years of full-time continuous service as of July 1st, shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (d) Nurses who have completed seventeen (17) or more years of full-time continuous service as of July 1st, shall be entitled to an annual vacation of five (5) weeks' pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.'
- (e) If a nurse works or receives paid leave for less than 1525 hours in the vacation year she will receive vacation in accordance with sub-clauses (a), (b), (c), or (d) of this clause 13.01, but her vacation pay will be based on a percentage of her gross salary for work performed on the following basis:

- 3 week entitlement - 6%
- 4 week entitlement - 8%
- 5 week entitlement - 10%

13.02 Nurses may carry one week of vacation until the following year. Such vacation shall not be taken in July, August, or December. This one week of vacation will be compensated at the rate at which it was earned.

13.03 When a nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such nurse's termination pay.

- .3.04 (a) Vacations may be taken at any time of the year providing this does not interfere with the efficient operation of the Home.
- (b) Where two (2) or more employees request vacation at the same time, seniority shall be the governing factor.
- (c) The weekend prior to or after a nurse's vacation shall be scheduled as a weekend off unless otherwise requested.
- (d) A week of vacation shall be defined as seven (7) consecutive calendar days which include five (5) vacation days and two (2) days off.
- (e) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation period.
- 13.05 Provided that three weeks notice is given, at the request of the nurse, vacation pay calculated on current earnings will be paid to her on the pay date immediately preceding her vacation.

ARTICLE 14 - ILLNESS ALLOWANCE

- 14.01 Sick leave credits are payable to a nurse who has completed her probationary period and who is absent from work due to illness or injury which is not compensable under the Workers' Compensation Act.
- 14.02 All full-time nurses shall accumulate sick leave credits on the basis of one and one-half (1-1/2) days per month of service. All unused sick leave credits shall accrue for future benefit.
- 14.03 Sick leave credits currently standing to the credit of a nurse at the date of signing of this Agreement shall be deemed to be unused sick leave credits.
- 14.04 When sick leave credits are payable under clause 14.01, deductions shall be made from accumulated sick leave credits for all days absent.
- 14.05 There shall be no deduction from sick leave credits when a nurse has completed half a tour or more.
- 14.06 A nurse may be required to produce a certificate from a doctor, for any illness in excess of three (3) working days, certifying that she was unable to carry out her duties due to illness.

ARTICLE 15 - HOURS OF WORK AND WORKING CONDITIONS

15.01 Nothing herein shall constitute a guarantee of hours of work per day or week or number of days per week.

The normal shift shall be composed of seven and one-half (7-1/2) consecutive hours exclusive of meal time. The normal work week shall be composed of five (5) days per week, that is thirty-seven and one-half (37-1/2) hours per week. It is understood that in some cases an eight hour day may be scheduled. Overtime shall be paid for time worked in excess of the scheduled hours.

15.02 Two rest periods of fifteen (15) minutes each shall be scheduled during each tour.

15.03 **Scheduling**

The Employer will use its best efforts to maintain the present tours of duty for nurses who are presently employed on a permanent tour of duty.

(a) Two (2) days off will be scheduled during each work week, and schedules will provide for not more than five (5) consecutive days of work.

(b) Time schedules shall be posted four (4) weeks in advance and shall cover a two (2) week period and shall not be changed by the Employer once posted without the nurse's consent. Once posted, all changes by nurses must be in writing, and approved by the Director of Nursing., It is understood that any such changes shall not result in overtime payments.

(c) A nurse will receive premium pay at the rate of time and one-half her regular rate for all hours worked on a second and subsequent week-end save and except where:

(i) such week-end has been worked by the nurse to satisfy specific days off requested by such nurse; or

(ii) such nurse has requested week-end work; or

(iii) such week-end is worked as the result of an exchange of tours with another nurse.

(d) Every effort shall be made so that nurses will receive five (5) or more consecutive days off at Christmas or New Year's. It is understood that the normal scheduling requirements as set out in Article 15.03 shall be suspended for the months of December and January. It is also agreed that no overtime will be payable by the Employer as a

result of the adjustments which have to be made in order to accommodate the five or more consecutive days off.

- (e) A nurse who is called in or reports for work as scheduled shall receive a minimum number of four (4) hours' pay.
- (f) Any nurse who arrives up to two (2) hours after the commencement of a tour because of being called with short notice shall be compensated for the full tour providing she completes her full tour.

15.04

Overtime

The nurse may have the option of selecting compensating time off at the appropriate premium rate without loss of pay in lieu of overtime or premium payment. If a nurse elects to take such compensating time off, such time should be scheduled at a mutually agreeable time.

- (a) Overtime at the rate of time and one-half (1-1/2) shall be paid for all authorized hours worked over 7.5 hours in a shift (unless a nurse's regularly scheduled shift is eight (8) hours per day, in which case overtime will be paid for hours worked over eight (8) hours). Overtime at the rate of time and one-half (1-1/2) will also be paid for authorized hours worked in excess of 37.5 hours in any standard work week (unless the standard work week is 40 hours in which case overtime would be payable for hours worked in excess of 40 hours in that standard work week). It is understood and agreed that no overtime will be paid if the excess hours worked resulted from shift change arrangement between employees.
- (b) Overtime at the rate of time and one-half (1-1/2) shall be paid when a nurse who is normally scheduled to work 75 or more hours in a bi-weekly period, is required to work on her scheduled day off.
- (c) Overtime at the rate of time and one-half (1-1/2) shall be paid for all work performed after working seven (7) consecutive tours.
- (d) Overtime compensation of double her hourly rate shall be paid to a nurse for all authorized work performed in excess of 7.5 hours on any tour for which she received time and one-half (1-1/2) her regular rate.
- (e) When a nurse who ordinarily travels from her place of employ to her place of residence by means of public transportation following completion of her

tour of duty is required to work overtime past the time when public transportation is available, if requested the employer will provide transportation to the nurse to her place of residence at its expense.

- (f) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of any premium pay.

ARTICLE 16 - BENEFITS PLAN

16.01 Subject to any probationary periods included in the individual plans, the Employer agrees to pay for:

- (a) one hundred percent (100%) of the billed premium for the Ontario Health Tax; and
- (b) ninety percent (90%) of the billed premium for Standard Extended Health Care Plan, \$10 single - \$20 family deductible with provision for generic substitution of medications. Vision Care Plan is covered for \$90/24 months and Hearing coverage for \$400/5 years; and
- (c) fifty percent (50%) of the billed premium of the Green Shield \$10 Dental Plan; and
- (d) one hundred percent (100%) of the billed premium for a group Life Insurance Plan up to twice the nurse's salary.

16.02 The Employer may, at any time, substitute another carrier for any plan (other than O.H.I.P.) provided that benefits conferred under any changed plan are not decreased from those benefits provided under clause 16.01 above, and also provided the Association is given advance notice of any such substitution of carriers.

16.03 An employee who is to commence an approved leave of absence without pay, in excess of one (1) month, may elect to maintain benefit coverage during the leave for any or all of the subsidized benefit plans (Article 16.01) in which she participates.

If the employee so elects, she must submit post-dated cheques, prior to commencing the leave, for the full amount of the premium(s) payable for the full period of the absence, commencing from the first of the month following the last full pay period prior to the date the leave commences.

If the employee does not submit such cheques prior to the date of commencing the leave, the benefits coverage will be cancelled for the duration of the leave.

16.04 The parties agree to participate in a mandatory money purchase pension plan as follows:

- (1) It will be mandatory for full-time employees after six (6) months of service and will vest at the same time.
- (2) Each eligible full-time employee will contribute 2% of earnings commencing January 1, 1989 and 4% of earnings commencing January 1, 1990.
- (3) The Employer will also contribute 2% of earnings commencing January 1, 1989 and 4% of earnings commencing January 1, 1990.
- (4) The Pension Fund will be transferred to the ONA RRSP.

ARTICLE 17 - MISCELLANEOUS

- 17.01 The Employer shall provide a bulletin board for the use of the Association. It is understood, however, that all materials shall first be approved for posting by the Administrator or his/her designee which approval shall not be unreasonably withheld.
- 17.02 Provided that sufficient space continues to be available, the Employer will provide parking space to nurses without charge during their assigned work shift.
- 17.03 If facilities are available, the Employer may grant permission to the Association to hold meetings on the Employer's premises.

ARTICLE 18 - SCHEDULES

- 18.01 Attached hereto and forming part of this Agreement are Schedule "A" - Salary and Wage Related Compensation.

ARTICLE 19 - PROFESSIONAL RESPONSIBILITY

19.01 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 is or they are being asked to perform an amount of work which prevents her or them from fulfilling her professional responsibilities, she or they may:

- (i) Complain in writing to the Chairman of the Nursing Committee, as provided in clause 6.01(d) of this Agreement, within five (5) calendar days of the alleged improper assignment. The Chairman of the Nursing



Committee shall convene a meeting of that Committee within ten (10) days of the filing of the complaint in order that the members of the Committee may hear the complaint and attempt to resolve it to the satisfaction of both parties.

- (ii) Failing resolution of the complaint within five (5) calendar days of the meeting of the Nursing Committee, the complaint shall be forwarded to an independent Nurse Assessor, who shall be chosen from a panel of four (4) independent Registered Nurses who are well respected within the profession. That panel shall be selected forthwith by the parties and members of the panel shall be requested to act in a rotation agreed upon by the parties. If any panel member is unable to sit within the timeframe stipulated, the panel member next scheduled to sit will be requested to act in her stead.
- (iii) The Nurse Assessor shall conduct a hearing into the complaint within fourteen (14) calendar days of her appointment and shall be empowered to investigate as is necessary and make such findings as she sees fit. She shall report her recommendations in writing to the parties within fourteen (14) calendar days following completion of the hearing.
- (iv) Each party shall pay one-half of the fees and expenses of the Nurse Assessor.

ARTICLE 20 - ORIENTATION AND IN-SERVICE

- 20.01 (a) The Employer shall provide two (2) days of orientation at the Home for each newly hired nurse and, such orientation shall be completed before the nurse is placed in charge of the Home.

ARTICLE 21 - DURATION

- 21.01 (a) This Agreement shall be in effect from April 8, 1991 until April 7, 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.
- (b) Notice that amendments are required or that either party desires to terminate this Agreement, may only be given within a period of 90 days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

- (c) If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of such notice, if requested to do so.

APPENDIX "A"

A.01 (a) Full-time Registered Nurses who are regularly scheduled to work 7-1/2 hours per *tour* shall be compensated for their services in accordance with the monthly salaries provided in the following grid:

| | Effective | | Effective | | Effective | |
|---------------|----------------|---------------|----------------|---------------|----------------|---------------|
| | <u>Monthly</u> | <u>Hourly</u> | <u>Monthly</u> | <u>Hourly</u> | <u>Monthly</u> | <u>Hourly</u> |
| Start | 2731.63 | 16.81 | 2731.63 | 16.81 | 2731.63 | 16.81 |
| After 1 year | 2877.88 | 17.71 | 2877.88 | 17.71 | 2877.88 | 17.71 |
| After 2 years | 3038.75 | 18.70 | 3160.63 | 19.45 | 3191.50 | 19.64 |
| After 3 years | 3094.00 | 19.04 | 3217.50 | 19.80 | 3250.00 | 20.00 |
| After 4 years | 3170.38 | 19.51 | 3297.13 | 20.29 | 3329.62 | 20.49 |
| After 5 years | 3233.75 | 19.90 | 3362.13 | 20.69 | 3396.25 | 20.90 |
| After 6 years | 3303.62 | 20.33 | 3436.87 | 21.15 | 3471.00 | 21.36 |
| After 7 years | 3381.63 | 20.81 | 3516.50 | 21.64 | 3711.50 | 22.84 |
| After 8 years | 3432.00 | 21.12 | 3570.13 | 21.97 | 3768.38 | 23.19 |
| After 9 years | 3484.00 | 21.44 | 3623.75 | 22.30 | 3823.63 | 23.53 |

Note: Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed on the "8 years" level on the salary schedule effective April 8, 1989 and on the "9 years" level on the salary schedule effective April 8, 1990.

(b) Full-time nurses who are regularly scheduled to work other than 7-1/2 hours per *tour*, shall be compensated for their services by factoring the grid in (a) above, as follows:

$$\frac{\text{monthly salary grid}}{7.5} \times (\text{regularly scheduled tour hours})$$

(c) Annual increments shall be payable to each nurse in accordance with her attainment of successive years of seniority under this collective agreement.

(d) Supervisors shall be compensated for their services in accordance with the monthly salaries provided in the following grid:

| | <u>Effective</u> <u>April 8, 1991</u> | | <u>Effective</u> <u>January 1, 1992</u> | | <u>Effective</u> | |
|---------------|--|---------------|--|---------------|------------------|---------------|
| | <u>Monthly</u> | <u>Hourly</u> | <u>Monthly</u> | <u>Hourly</u> | <u>Monthly</u> | <u>Hourly</u> |
| Start | 2830.75 | 17.42 | 2830.75 | 17.42 | 2830.75 | 17.42 |
| After 1 year | 2998.13 | 18.45 | 2998.13 | 18.45 | 2998.13 | 18.45 |
| After 2 years | 3178.50 | 19.56 | 3305.25 | 20.34 | 3337.75 | 20.54 |
| After 3 years | 3238.63 | 19.93 | 3368.63 | 20.73 | 3402.75 | 20.94 |
| After 4 years | 3313.38 | 20.39 | 3445.00 | 21.20 | 3479.13 | 21.41 |
| After 5 years | 3376.75 | 20.78 | 3510.00 | 21.60 | 3545.75 | 21.82 |
| After 6 years | 3435.25 | 21.14 | 3575.00 | 22.00 | 3609.13 | 22.21 |
| After 7 years | 3500.25 | 21.54 | 3640.00 | 22.40 | 3841.50 | 23.64 |
| After 8 years | 3552.25 | 21.86 | 3695.25 | 22.74 | 3900.00 | 24.00 |
| After 9 years | 3605.88 | 22.19 | 3750.50 | 23.08 | 3956.88 | 24.35 |

A. 02 Full-time Graduate Nurses shall be compensated at a rate of fifty (\$50.00) dollars less per month than the rates in A.01.

A.03 All changes in salary, whether the result of promotion, demotion, filing with the Employer of proof of registration or attainment of a service anniversary, shall be effective on the date of such occurrence.

A. 04 A nurse who is required by her Employer to work either the evening or the night shift shall receive a shift differential of forty-five cents (45¢) per hour for each hour worked in addition to her regular pay.

Effective February 11, 1994, a nurse shall be paid a shift premium of sixty cents (60¢) per hour for each hour worked on the evening shift and seventy-five cents (75¢) per hour for each hour worked on the night shift in addition to her regular pay.

A.05 (a) A nurse who is designated in writing to temporarily relieve the Director of Nursing, and who accepts such assignment, shall be paid \$7.00 for each shift so worked in addition to her regular rate of pay. Effective February 11, 1994, the nurse shall be paid \$9.00 for each shift in addition to her regular rate of pay.

(b) On any shift when a nurse does not have a supervising person, the Employer shall designate a nurse to be in charge and such nurse shall receive \$4.50 per shift in addition to her regular rate of pay. Effective February 11, 1994, the nurse shall be paid \$7.00 per shift in addition to her regular rate of pay.

A. 06 (a) On hiring, nurses shall receive recognition for relevant and recent past nursing experience on the basis that for each two (2) years of such

experience, the nurse will receive one (1) annual increment up to a maximum of three (3) increments provided in the salary scale.

Effective April 1st, 1986, on hiring, nurses shall receive recognition for relevant and recent past nursing experience on the basis that for each two (2) years of such experience, the nurse will receive one (1) annual increment up to a maximum of five (5) increments provided in the salary scale.

- (b) An annual increment shall be paid on each full-time nurse's anniversary date of employment and after each fifteen hundred (1500) hours worked in the case of part-time nurses.

A.07

Retroactivity

(a) Salaries

The salary increases as determined in Appendix "A" of the collective agreement shall be effective retroactively on the listed dates commencing with April 8, 1991, for all hours paid. Any employee hired since that date shall be entitled to retroactive pay as from the date of hire. Any person who was a full-time employee and who has terminated since April 7, 1991, shall have a period of sixty days, from the date of the sending of a letter by the Employer to such person to her last known address as provided to the Employer by the Association, to apply for retroactive salary. The Employer's letter in this regard will advise the terminated person of the entitlement to apply for retroactive salary and the method by which application is to be made.

Such letters will be sent to the last known address of such terminated person as soon as practicable following the release of this award and a copy of each such letter shall be forwarded to the Association.

All retroactivity shall be paid within six weeks following the signing of this agreement or the release of an interest board's award, whichever shall be sooner, and if so paid shall not bear interest. Retroactivity paid later than the said six week period shall include interest calculated at the bank rate (as defined in section 137 of the Courts of Justice Act) on 50% of the total of retroactivity accumulated as of the date of payment. The Employer shall not be obliged to provide separate cheques for retroactivity payment, but shall provide each employee with an itemized statement explaining the retroactivity payment.

(b) Other Items

Except as may be otherwise provided herein, all terms agreed by the parties shall become effective on date of notice of ratification.

A. 08 A Graduate Nurse in the employ of the Home, upon presentation of proof of current Certificate of Competence by the College of Nurses of Ontario, shall be given the salary of a Registered Nurse, as provided in this Appendix, retroactive to the date of such registration, or to the last date of hire, whichever is later.

A. 09 Where the nurse is required to wear a uniform in the performance of her duty, the Employer shall pay each nurse an annual uniform allowance of \$75.00. Such annual allowance will be payable in a lump sum on the anniversary date of the nurse's employment.

A. 10 Re-alignment of Duties and Establishment of New Positions

Where the duties of a position covered by this Agreement are changed or when a new position appropriately covered by this Agreement is established, notification of the change will be forwarded to the Association with the salary rate indicated. If the Association does not agree with the salary rate, it may submit the matter to arbitration and the Board of Arbitration shall have the power to make the salary retroactive.

Dated at Toronto Ontario, this 12th day of July, 1994.

FOR THE EMPLOYER

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE ASSOCIATION

[Signature] (ERG)
[Signature]
[Signature]
[Signature]

ROSTER OF CHAIRPERSONS

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