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No. OF EMPLOYEES	7		
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**COLLECTIVE AGREEMENT**

**BETWEEN**

**COMMUNITY LIFECARE INC.**  
**(C.O.B. as Community Nursing Home, Alexandria)**  
**(hereinafter referred to as the "Employer")**

**AND**

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

**(PART-TIME)**

**EXPIRY: March 31, 1995**

SEP - 5 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.
- 1.03 Where the feminine or singular is used in this agreement, it shall mean and include the masculine or plural where the context so requires, and vice-versa.

**ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Community Life Care Inc., (C.O.B. as Community Nursing Home, Alexandria) in the Town of Alexandria, save and except the Administrator, Director of Care/Nursing, persons regularly employed for more than twenty-four (24) hours per week, students employed during the school vacation period and persons in bargaining units for which any trade union held bargaining rights as of April 3, 1992.
- 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 part-time nurse is one who regularly works not more than twenty-four (24) hour8 per week.
- (b) A full-time nurse is one who regularly works 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: Employees shall retire at the end of the month in which they reach age sixty-five (65).

- (b) To develop and establish standards, policies, and procedures for the care, welfare, safety and comfort of the residents and the efficient operation and management of the Home.
- (c) Maintain order, discipline and efficiency:
- (d) 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:
- (e) 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.
- 3.03 The Union agrees that except as provided for in this agreement, there will be no union activity on the premises of the Employer during the employees' working hours except by agreement with the Employer.

#### **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 X AND REPRESENTATIVES**

- 6.01 The Employer will recognize the following representation from the full-time and part-time bargaining units combined:
- (a) Two (2) nurse representatives. Upon mutual agreement of the parties the foregoing number may be altered from time to time.
  - (b) A Grievance Committee of two (2) nurses.
  - (c) A Negotiating Committee of two (2) 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.
  - (e) The Union agrees that stewards, grievance committee members and negotiating committee members appointed by the Union shall be regular Employees of the Employer who have completed their probationary period with the Employer.

The Union shall notify the Employer in writing of the names of each steward, grievance committee member and

negotiating committee member and any changes thereto.

**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 Joint Management 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) 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.
- (b) It is generally understood that an Employee has no grievance until she has given her immediate Supervisor an opportunity to adjust her complaint.

A grievance shall be in writing on a grievance form and shall include the nature of the grievance, the remedy sought and the section or sections of the agreement which are alleged to have been violated.

- 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 Director of Human Resources or designate, 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 length of service with the Employer since date of last hire. Seniority for part-time nurses shall be based on worked tours accumulated since date of last hire. It is recognized that fifteen hundred (1500) hours of part-time is the equivalent of one (1) year of full-time service.
- 9.02 A nurse shall be on probation for the first four hundred and fifty (450) hours. If retained after the probationary period, hex seniority date will be dated from the date of last hire.
- 9.03 The Employer will keep an up-to-date seniority list for part-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

- (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
1. When on leave of absence with pay;
  2. When on an approved leave of absence without pay not to exceed thirty (30) calendar days;
  3. When in receipt of Workers' Compensation up to one year.
- (b) Seniority shall be retained but not accumulate when a nurse is absent from work under the following circumstances:
1. When on approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
  2. When absent on account of accident or illness and not in receipt of sick leave credits up to one (1) year;
  3. When absent due to lay-off up to eighteen (18) months.
- (c) A nurse shall lose all seniority and her employment shall be terminated when she:
- (1) Voluntarily resigns or is retired in accordance with Article 3.01 (a);
  - (2) Is discharged for just cause and not reinstated through the Grievance or Arbitration Procedures;
  - (3) Is laid off in excess of eighteen (18) months;
  - (4) Is absent from work without permission for two (2) consecutive working days unless a reasonable explanation is given to the Employer by the nurse.
  - (5) 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;

(6) 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) Before new employees are hired by the employer into the full-time bargaining unit, notice of a vacancy in that full-time unit will be posted for five (5) calendar days for the information of nurses within this bargaining unit who will have the opportunity to apply for the vacancy and be considered in accordance with the factors set out in clause 9.07.

(d) The Employer may fill the vacancy on a temporary basis until a permanent candidate has been selected. This should not exceed 30 days.

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 informed in writing 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 lay-off 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 notice in accordance with the Employment Standards Act.
- (d) In the event of a proposed lay off of a permanent or long term nature, the Employer will:
1. provide the local Association with no less notice than that given the nurses who are to be affected; and
  2. 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.

**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 within the Home 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 within the Home at the company's request 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 part-time to full-time and vice versa.
- (b) A nurse who is transferred into this bargaining unit from full-time status shall be placed on the salary grid in accordance with her seniority as determined hereunder.
- (c) In the event a nurse is transferred from the full-time bargaining unit to this bargaining unit, years of service with the employer as a full-time nurse since the date of last hire will be counted as years of seniority within this bargaining unit but in no event will any partial year of service of such former full-time nurse count toward more than one year of seniority even if such partial year exceeded fifteen hundred (1500) paid hours of service.

#### **ARTICLE 10 - EMPLOYEE FILE**

- 10.01 In the event that it is deemed necessary by the Employer to file a letter of discipline, the Employer shall, within five (5) days thereafter, give written particulars of such discipline to the nurse. Upon request, the nurse may review her personnel file, and copies of any document will be made available to her by the Employer.

#### **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) weeks in advance of the posted schedule 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) weeks 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) consecutive days without loss of pay for scheduled time lost during those three (3) days, 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 purpose 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, sister-in-law, daughter-in-law and son-in-law.

11.04 Maternity Leave

- (a) Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The service requirement for eligibility for maternity leave shall be thirteen (13) calendar weeks of continuous employment prior to the expected birth date.
- (c) The nurse shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and a certificate from a legally qualified medical practitioner stating the expected birth date and at least four (4) weeks of the expected date of return, except where section 37 of the Act allows for a shorter period of notice.
- (d) The nurse has the right to extend the maternity leave to thirty-five (35) weeks, including parental leave. Written notice by the nurse to extend the maternity leave will be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.
- (e) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (c) or (d) above by written notification received by the Home 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.

- (f) Nurses newly hired to replace nurses who are on approved maternity leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 9.02 to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).
- (g) The Home may request a nurse to commence maternity leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (h) Effective date of ratification or award and upon confirmation by the Unemployment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, 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 and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Home of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

#### 11.05 parental Leave

- (a) Where a nurse with at least thirteen (13) weeks of continuous service becomes the parent of a child, such nurse shall be entitled to a leave of absence, without

pay, for a period of up to six (6) months duration in the case of a natural father or adoptive parent, consideration being given to any requirements of adoption authorities and for a period of **eighteen** (18) weeks in the case of a natural mother. The nurse shall advise the Home as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing. Parental leave may begin no more than **thirty-five** (35) weeks after the day the child is born or comes into the **custody**, care or control of the parent for the first time. The parental leave of a nurse who takes maternity leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care or control of a parent for the first time.

- (b) The nurse shall be reinstated to her former position, unless her **former** position has been discontinued, in which case she shall be given a **comparable** job.
- (c) Nurses newly hired to replace nurses who are on approved parental leave may be **released** and **such** release shall not be the subject of grievance or arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from the date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

The Home will outline to nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

#### 11.06 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.

#### 11.07 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. During such leave of absence, the nurse's salary, as determined from her rate of earnings over the fifty-two (52) week period prior to the commencement of such leave, will be kept whole by the Employer and the Association agrees to reimburse the Employer for such salary 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.
- (e) A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association, shall be granted upon request such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided elsewhere in this Agreement. During such leave of absence, the nurse's salary and

applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

**ARTICLE 12 - PAID HOLIDAYS**

12.01 (a) For the purpose of this Article, the following shall be considered as Holidays:

New Year's Day	Labour Day
2nd Monday of February	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day (July 1st) civic Holiday	One floating day (effective March 31, 1996)
November 11th (Remembrance Day)	

(b) 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. A nurse who is required to work on a listed holiday shall be paid at the rate of time and one-half (1-1/2) her regular straight time rate of pay for all hours worked on such holiday.

b. In order to qualify for pay for a holiday, a nurse must have earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the holiday and must work her full scheduled shift immediately preceding and immediately following the holiday unless excused by the Employer or unless the nurse was absent due to:

(1) legitimate illness or accident which commenced within one (1) month of the date of the holiday; or

(2) vacation granted by the Employer; or

(3) regular day off

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

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 Unless otherwise mutually agreed, 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.

### ARTICLE 13 - VACATION

All part-time nurses shall be granted vacation pay and, if she so requests a pro-rated amount of time off as vacation, on the following basis:

- (a) Nurses who have less than three (3) years of seniority as of July 1 shall be entitled to vacation pay in the amount of 6% of gross earnings in the twelve month period prior to July 1.
- (b) Nurses who have more than three (3) years of seniority but less than seventeen (17) years as of July 1 shall be entitled to vacation pay in the amount of 8% of gross earnings in the twelve month period prior to July 1.
- (c) Nurses who have more than seventeen (17) years of seniority by July 1 Shall be entitled to vacation pay in the amount of 10% of gross earnings in the twelve month period prior to July 1.

13.02 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.

- 13.03
- (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.
- (e) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation period.

13.04 Provided that four 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 - HOURS , OF WORK AND WORKING CONDITIONS**

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

14.02 Two rest periods of fifteen (15) minutes each shall be scheduled during each full tour of seven and one-half hours or more.

#### 14.03 **Scheduling**

(a) A minimum of two (2) days off will be scheduled during each calendar week and schedules will provide for not more than five (5) consecutive days of work unless mutually agreed otherwise.

(b) Schedules for nurses working on a regular or permanent tour 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) 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 14.03 shall be suspended for the period of December 15th and January 5th. 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. Nurses will not be allowed to add lieu days or vacation days.

14.04 (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). It is understood and agreed that no overtime will be paid if the excess hours worked resulted from shift change arrangements between employees.

- (b) Overtime at the rate of time and one-half (1-1/2) shall be paid for all work performed after working on seven (7) consecutive days.
- (c) 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.
- (d) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of any premium pay.

#### **ARTICLE 15 - MISCELLANEOUS**

- 15.01 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.
- 15.02 Provided that sufficient space continues to be available, the Employer will provide parking space to nurses without charge during their assigned work shift,
- 15.03 The parties agree to participate in a mandatory money purchase plan as follows:
  - (a) A full-time nurse and any part-time nurse will, having six (6) months service, establish an individually vested plan with the ONA Group Registered Retirement Savings Plan. The Employer shall deduct four (4) per cent of applicable wages from the nurse's pay and remit it to the credit of the nurse's individual plan, together with a matching Employer contribution.
  - (b) The definition of applicable wages for the purposes of determining contributions to the Pension 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 16 - SCHEDULES**

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

**ARTICLE 17 - PROFESSIONAL RESPONSIBILITY**

17.01 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:

- (a) 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.
- (b) 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 time frame stipulated, the panel member next scheduled to sit will be requested to act in her stead.
- (c) 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. Such recommendations shall be binding on both partners.
- (d) Each party shall pay one-half of the fees and expenses of the Nurse Assessor.

**ARTICLE 18 - ORIENTATION AND IN-SERVICE**

18.01 The Employer shall endeavour to provide two (2) days of orientation at the Home 'foreach newly hired nurse and, where possible, such orientation shall be completed before the nurse is placed in charge of the Home.

**ARTICLE 19 - DURATION**

- 19.01 (a) This agreement shall be in effect from April 1, 1992, until March 31, 1995, 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 the 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 giving notice, if requested to do so.

**APPENDIX "A"**

- A.01 (a) Part-time Registered Nurses shall be compensated for their services based on the salaries provided in the following table:

**Effective June 1, 1993**

	<b><u>Hourly</u></b>
Start	16.81
After 1 year	17.71
After 2 years	19.64
After 3 years	20.00
After 4 years	20.51
After 5 years	21.21
After 6 years	21.68
After 7 years	23.18
After 8 years	23.54
After 9 years	23.88

1. The daily rates have been determined as follows:

$$\frac{\text{Full-time Monthly Salary} \times 12}{260}$$

2. The 8% premium is paid in lieu of those, fringe benefits paid in whole or in part to a full-time nurse set out in Articles 14 and 16 of the full-time collective agreement without reduction for participating in the Pension Plan.
3. The hourly rates noted above have been determined as follows:

$$\frac{\text{Daily Rate}}{7-1/2}$$

4. Since daily hours of work may vary, only the daily rate set out above is guaranteed.

A.02 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.03 (a) A nurse who is required by her Employer to work the evening shift shall receive a shift differential of fifty cents (500) per hour for each hour worked in addition to her regular pay.

(b) A nurse who is required by her Employer to work the night shift shall receive a shift differential of fifty



cents (50¢) per hour for each hour worked in addition to her regular pay.

- A.04**
- (a) A nurse who is designated to temporarily relieve the Director of Nursing, and who accepts such assignment, shall be paid eight dollars and fifty cents (\$8.50) for each shift so worked 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.

- A.05**
- (a) On hiring, nurses shall receive recognition for relevant and recent past nursing experience on the basis that for each one (1) full year of such experience the nurse will receive one increment, in the table provided in A.01 above, to a maximum of 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.06**     **Retroactivity**

**(a) Salaries**

The salary increases as determined in Appendix "A" of the collective agreement shall be effective retroactively on the listed dates 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 has terminated from regular part-time employment since June 1, 1993, 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 payments, 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.

(c) For the contract expiring March 31, 1995, the retroactivity from June 1st, 1993, to March 8th, 1995, will be calculated as per the pre-Ready wages, and 50% of that retroactivity will be paid to each nurse entitled to retroactivity.

**A. 07 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.

SIGNED AT Scarborough, Ontario, this 20 th day of April, 1995.

FOR COMMUNITY LIFECARE, INC.

FOR ONTARIO NURSES' ASSOCIATION

[Signature]  
[Signature]  
B. Bradley  
[Signature]

[Signature]  
[Signature]  
L. Moore RN

ROSTER OF CHAIRPERSONS

PR \_\_\_\_\_ RESPONSIBILITY ASSESSMENT COMMITTEE

Myrtle Kutschke  
Associate Professor  
Laurentian University  
Ramsey Lake Road  
Sudbury, Ontario  
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Ms. M. Hunt  
Patient Care Co-ordinator  
Psychiatric Unit  
McMaster University  
Hamilton, Ontario

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

LETTER OF UNDERSTANDING

Between

COMMUNITY NURSING HOME

and

ONTARIO NURSES' ASSOCIATION

The parties hereby signing this letter agree on the following interpretation of Article 13.01 c) Part-time and Article 13.01 d) Full-time, Vacation Entitlement,

This article will be effective for the vacation year starting July 1st, 1995 to June 30th, 1996 and subsequent years unless a change is negotiated.

Signed at Scarborough, Ontario this 20<sup>th</sup> day of April, 1995.

For the Employer

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

For the Union

[Signature] ERO  
[Signature]  
[Signature]