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WAGES EFF.	87/10/28
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No. OF EMPLOYEES	5
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COLLECTIVE AGREEMENT

Between

THE HAROLD AND GRACE BAKER CENTRE
(RETIREMENT LODGE)

(hereinafter called the "Employer")

and

THE ONTARIO NURSES' ASSOCIATION

(hereinafter called the "Association")

Expires October 20, 1989

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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,
- 1.02 It is recognized that the nurses wish to work together with the Employer to secure the best possible nursing care and health protection for residents.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Association as the exclusive Bargaining Agent for all Registered and Graduate Nurses employed in a nursing capacity by Harold And Grace Baker Centre in the Retirement Lodge Section, in the Municipality of Metropolitan Toronto, save and except Lodge Director and persons above the rank of Lodge Director.
- 2.02 The Employer recognizes the following categories of nurses:
- (a) A full-time nurse is a nurse who is regularly scheduled to work more than forty-five (45) hours per pay period-
 - (b) A part-time nurse is a nurse who is regularly scheduled to work forty-five (45) hours or less per pay period.
- 2.03 A registered nurse is defined as a person who holds a Certificate of Competence from the College of Nurses of Ontario in accordance with the Health Disciplines Act 1974, as amended,
- 2.04 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.
- 2.05 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.

- 2.06 Work normally performed by members of the bargaining unit shall not be contracted out. Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, lay off or reduction in hours of any member of the bargaining unit employed at the time of the reassignment.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Association acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the the residents of the Retirement Lodge.
 - (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations from time to time.
 - (c) To hire, discharge, transfer, lay-off, recall, promote, demote, assign areas of responsibility, suspend or otherwise discipline nurses for just cause, provided that a claim of transfer, promotion or demotion contrary to the terms of this Agreement or a claim that a nurse has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
 - (d) To have the right to plan, direct, and control the **work** and direction of nurses and the operation of the Retirement Lodge. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, work schedules, the planning or splitting up of departments, and the increase or reduction of personnel in a particular area or overall.
 - (e) To exercise those rights, powers, functions or authority which are not specifically abridged or modified by this Agreement.

3.02 The Employer will not exercise these rights in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 There shall be no discrimination on the part of the Employer or the Association by reason of race, creed, colour, marital status, sex, nationality, ancestry, place of origin, residence, age, political affiliation, or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination, or other terms of employment, or as set out in the Human Rights Code as amended from time to time.

4.02 There shall be no discrimination by the Employer or the Association against any nurse on account of membership or non-membership in, or activities on behalf of the Association.

4.03 The Association agrees that there shall be no intimidation, interference, or coercion exercised against any employee of the Employer by any of its members or representatives, and that there shall be no Association activity on the Employer's premises except as specifically provided for in this Agreement.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

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

ARTICLE 6 - ASSOCIATION COMMITTEES AND REPRESENTATIVES

6.01 The Employer will recognize the following representatives from the bargaining unit:

- (a) One (1) negotiating representative whose duties shall be to negotiate renewal agreements,
- (b) One (1) grievance representative who shall be responsible for the handling of all grievances,
- (c) A nursing committee which shall be composed of one (1) Association member. It shall be the function of the nursing committee to discuss with the Employer matters of mutual concern, **For** these purposes, meetings may be called at the

request of either party upon reasonable notice, such notice to include a reference to the matters proposed to be discussed. Such topics for discussion shall be exclusive of matters which are properly the concern of the negotiating and grievance representatives and such discussions shall be conducted without prejudice to the rights of the parties under this agreement.

- 6.02 The Association will provide the Employer with the names of officers and representatives. This list will be revised when changes occur.
- 6.03 As far as is possible, all Association business will be carried on outside of the regular working hours of those nurses involved in such business. However, if it appears necessary that a representative must leave her regular duties for a short period of time in order to attend to Association business in the facility, she must first obtain permission from her supervisor. Such permission will not be unreasonably withheld. Upon completion of her business, the representative will report to her supervisor and then return to her regular duties.
- 6.04 The Association committees shall have the right to have the assistance of an Association representative from outside the employment of the facility.
- 6.05 Members of the grievance committee, the nursing committee and the negotiation committee will be paid their regular rate of pay for all time used during regularly scheduled hours of work in attending meetings, up to and including conciliation, and fulfilling other duties directly related to their responsibilities as committee members.
- 6.06 The Employer agrees to provide a Nurse Representative of the Association, with a reasonable period of time within the orientation program in order to meet with newly hired nurses.
- 6.07 Joint Health and Safety Committee
- (a) The Employer and the Association agree that they mutually desire to maintain standards of safety and health in the Lodge in order to prevent injury and illness.
 - (b) The Joint Health and Safety Committee shall be constituted, with representation of at least half by employees from the various Bargaining Units and of employees who are not represented by unions and who do not exercise managerial

functions, which shall identify potential dangers, recommend means of improving the Health And Safety Programs and obtain information from the Employer or other persons respecting the identification of hazards and standards elsewhere. One member of this Bargaining Unit shall be designated by the Association to sit on the Committee. The Committee shall normally meet at least once a month. Time spent in such meetings is to be considered time worked and will be paid at the appropriate rates. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Association.

- (c) Two representatives of the Joint Health and Safety Committee, one from management and one from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the Health And Safety Committee the results of this inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Time spent in all such activities shall be considered as time worked and will be paid at the appropriate rates.
- (d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workers' Compensation Board relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the Workers' Compensation Board may decide to disclose.
- (e) The Association agrees to endeavor to obtain the full cooperation of its membership in the observation of all safety rules and practices.

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 for 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, in the month following such deductions, its cheque for the dues so deducted, along with a list of the names and the amount of such deductions for each nurse. The list shall show the Social Insurance Number of each nurse, terminations, new hires, leaves of absence and the initial list shall contain as well, the addresses and telephone numbers of each nurse. A copy of this list will be sent to the local Association.

- 7.02 The Employer shall show the dues deducted in the previous year on the employee's T-4 slip.
- 7.03 The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

- 8.01 In all steps of this Grievance Procedure, including disciplinary interviews, an aggrieved employee shall be notified of such meeting in advance, and if they so desire, shall be accompanied by or represented by the Nurse Representative. All complaints and grievances shall be taken up in the following manner:

Step No.1

An employee having a complaint shall refer it to the Lodge Director or her designate within ten (10) days of the actual occurrence leading to the complaint. The Lodge Director or her designate shall reply to the employee giving the answer to the complaint within five (5) days from the date of submission.

Step No.2

If further action is to be taken, then within five (5) days after the decision is given in Step, No.1 the employee, who may request the assistance of the Nurse Representative shall submit the grievance in writing to the Administrator. A meeting will then be held between the Administrator or the designated representative and the employee. It is understood that at such a meeting the Administrator or the designated representative may have such counsel and assistance as they may desire, and that the employee may have a Nurse Representative and a representative of the Ontario Nurses' Association in attendance. The decision of the Administrator or the designated representative shall be given in writing within five (5) days following the meeting, Should the Administrator fail to render a decision as required in Step No.2, or failing settlement of any

grievance under the foregoing procedures arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to Arbitration by either the Employer or the Association. If no written request for Arbitration is received within ten (10) days after the decision under Step No.2 is given, or within fifteen (15) days following the meeting under Step No.2 of the Grievance Procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be subject matter for a further grievance.

8.02 Any of the time allowances above may be extended by mutual agreement of the parties in writing or as set out in Section 44 (6) of the Labour Relations Act of Ontario.

8.03 Saturdays, Sundays and **Paid** Holidays will not be counted in determining the time within which any action is to be taken or completed under each of the steps of the Grievance Procedure.

8.04 When a grievance is submitted in writing it shall set forth the nature of the grievance and the redress requested.

8.05 A policy grievance shall be defined as a grievance arising directly between the Lodge and the Association concerning the interpretation, application, administration or alleged violation of this Collective Agreement. This grievance shall be originated under Step No.2 of the Grievance Procedure, and shall be commenced within twenty (20) days after the circumstances giving rise to the grievance having occurred. Failing settlement under Step No.2 the grievance may be submitted to arbitration.

8.06 Discharge Grievances

In the event that an employee who has completed the probationary period is discharged or suspended from employment and such employee feels that the discharge or suspension is unjust, the case may be taken up as a grievance at Step No.2 of the Grievance Procedure within ten (10) days following the discharge or suspension. Notification by the Employer to such employee shall be made in the presence of the President of the Association or the appropriate representative, if possible. The employee and the Association shall be provided with written reasons(s) for discharge or suspension. Such special grievance may be settled by confirming the Employer's action in dismissing the employee or by reinstating the employee

with full compensation for time off or by another arrangement which is just and equitable in the opinion of the conferring parties or the Arbitration Board as the case may be.

8.07 Arbitration

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or when an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other part in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board.

The recipient of the notice shall, within ten (10) **days**, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and this decision is final and binding upon the parties and upon any employees affected by it.

8.08 Each party shall pay the cost and expenses of its appointee and the cost and expenses of the Chairman shall be borne equally by the parties.

8.09 No Arbitration Board shall have any power to add to, subtract from, alter, modify, or amend in any way part of this Agreement, or to consider any matter not specifically contained in this Agreement.

8.10 At any stage of the Grievance/Arbitration Procedure, the parties may have the assistance of the nurse or nurses concerned as witness and any other necessary witnesses.

All reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Retirement Lodge to view any working conditions which may be relevant to the settlement of the grievance.

- 8.11 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

ARTICLE 9 - JOB SECURITY

- 9.01 Seniority shall be defined as the length of service with the Employer since date of last hire. Seniority for a part-time nurse shall be based on 200 tours worked being equal to one year of full-time seniority.
- 9.02 (a) A newly hired full-time nurse must complete a probationary period of four hundred and fifty (450) hours worked (being equivalent of sixty (60) days worked at seven and one-half (7-1/2) hours a day).
- (b) A newly hired part-time nurse must complete a probationary period of four hundred and fifty (450) hours worked (being equivalent of sixty (60) days worked at seven and one-half (7-1/2) hours a day (or a period of six (6) months, whichever occurs first.
- (c) Once a nurse has completed her probationary period, her seniority shall date back to her date of hire.
- 9.03 The Employer shall keep a current seniority list for full-time and part-time nurses and shall post the list in a conspicuous place each year by not later than January 31 and July 31. The local Association will receive a copy of the posted list and will be given a copy of the current list prior to any long-term layoffs.
- 9.04 A nurse shall lose all seniority and shall be deemed terminated, if she:
- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) is laid off for more than fifteen (15) calendar months;

(e) retires.

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

- (a) approved leave of absence with pay;
- (b) when in receipt of illness allowance;
- (c) when in receipt of Workers' Compensation (for up to fifteen (15) months) as the result of injury or illness incurred while in the employment of the Employer;
- (d) while a nurse is on maternity leave, subject to the exception noted in Article 11.07 (e);
- (e) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;

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

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

9.07 Temporary Vacancies

A temporary vacancy is a vacancy created by a nurses' absence due to maternity leave, compensable or non-compensable illness or injury, or any other leave of absence expected to exceed thirty (30) calendar days. Part-time nurses shall be given first opportunity to fill temporary vacancies. The Employer will outline to the nurse selected to fill the vacancy the anticipated conditions and duration of such vacancy. The nurse shall have the right to return to her former position. In instances where a nurse returns prior to the estimated date of return, the

Employer shall not be liable for payments to the resulting and displaced nurse(s).

9.08 In the case of a vacancy, the Employer will post notice of such vacancy for ten (10) calendar days prior to filling the position in order that any interested nurse may apply. A copy of such notice shall be sent to the local Association. If no qualified nurse applies, then the Employer may hire a nurse from outside of the Bargaining Unit. The name of the successful applicant shall be posted by the Employer.

9.09 In all cases of transfer or promotion within the bargaining unit, the following factors shall be considered:

- (a) qualifications, skill and ability;
- (b) seniority.

When the factors in (a) are relatively equal, (b) shall govern. However, if senior applicants are refused a position, reasons will be discussed.

9.10 Lay-Off And Recall

I (a) In the event that a reduction of the nursing force is required, the Employer agrees to layoff nurses in reverse order of seniority, provided that there is sufficient proportion of full-time nurses to part-time nurses remaining to satisfactorily perform the available work.

(b) Nurses will be recalled after lay-off in order of seniority, provided that the resulting proportion of full-time nurses to part-time nurses is sufficient to satisfactorily perform the available work.

(c) All part-time and full-time nurses who have attained seniority and who are on lay-off will be given job opportunity in the Bargaining Unit before any new nurse is hired.

II In the event of a proposed lay-off at the Lodge of a permanent or long-term nature, the Lodge will:

- (a) Provide the Association with no less than thirty (30) days' notice of such lay-off.

- (b) Meet with the Association through the Nursing Committee to review the following:
 - (i) The reasons causing the lay-off.
 - (ii) The service which the Lodge will undertake after the lay-off.
 - (iii) The method of implementation including the areas of cutback and the nurses laid-off.

Any agreement between the Lodge and the Association resulting from this meeting concerning the method of implementation will take precedence over the terms of this Article.

9.11 Positions Outside The Bargaining Unit

- (a) A nurse who has agreed to substitute temporarily in a position excluded from the Bargaining Unit, shall be deemed to be covered by the Collective Agreement.
- (b) A nurse presently in the bargaining unit who elects to transfer to a position outside of the bargaining unit may be rehired in the bargaining unit after the Employer has complied with the job posting and recall provisions. In such event, the returning nurse shall be given a seniority date as of her date of last entry into the bargaining unit for purposes of job opportunity, layoff and other non-monetary benefits and provisions. She will retain her service date of date of last hire with the Employer for the purpose of determining her position on the salary schedule and for vacation entitlement.

9.12 All seniority, illness, vacation and other credits obtained under this agreement shall be retained and transferred with the nurse when she is reclassified from full-time employment to part-time employment and from part-time employment to full-time employment.

A part-time nurse who changes her status to full-time will be given seniority credit on the basis of one (1) year of full-time service per two hundred (200) tours worked as a part-time employee, and vice-versa.

ARTICLE 10 - EMPLOYEE FILES

10.01 A copy of any completed evaluation which is to be placed in a nurse's **file** shall be first reviewed with

the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the nurse.

Each nurse shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her supervisor. A copy of the evaluation will be provided to the nurse at her request.

No document shall be used against a nurse where it has not been brought to her attention in a timely manner.

10. 2 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for one year.

ARTICLE 11 - LEAVE OF ABSENCE

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

- 11.02 Upon written requests, leave of absence for Association business shall be given up to an aggregate total of twenty (20) days in a calendar year. There shall be no loss of seniority or credits for the purpose of salary advancement and vacation entitlement or other purposes during the leave of absence.

The Association agrees in making request for such leave of absence that it will not unduly affect the proper operation of the facility. However, the Employer also agrees that permission for such leave will not be unreasonably withheld.

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

Subject to written request, the nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President, shall be granted leave of absence without pay **up** to a

total of one hundred (100) days annually. There shall be no loss of seniority or credits for the purpose of salary advancement and vacation entitlement or other purposes during such leave of absence. Leave of absence for board members of the Ontario Nurses' Association will be separate from Association leave provided in 11.02 above.

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

A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave of absence without loss of seniority and benefits up to one (1) year. The nurse agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.

The Employer agrees that upon thirty (30) days of receipt of written notice of the Ontario Nurses' Association of change of its constitution to extend the term of the President from one (1) to two (2) years, then the above stated leave will be extended to two (2) years.

11.05 The Employer agrees to keep the salary and benefits whole for all nurses on Association leave as set out in 11.02, 11.03 and 11.04 above and the Association agrees to reimburse the Employer for such salary and the Employer contributions to benefits.

11.06 Professional and Educational Leave

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

(b) When a nurse is required by the Employer to attend courses outside of her regularly scheduled working hours, she shall be paid for all time spent in attendance at such courses at her regular straight time hourly rate of pay.

11.07 Maternity Leave

A nurse with ten (10) months of continuous service shall be granted maternity leave without pay subject to the following conditions:

- (a) A nurse shall be entitled to seventeen (17) weeks leave provided she requests such leave two (2) weeks in advance of the expected date of commencing leave.
- (b) The nurse shall give at least two (2) weeks of notice of her intention to return to work, however, her leave shall not end before the expiration of six (6) weeks following the actual delivery date.
- (c) Additional leave without pay up to a maximum total of six (6) months shall be granted provided the nurse makes such request at least four (4) weeks prior to her expected date of return to work.
- (d) On return to work, the nurse shall be reinstated to her former position including location and shift.
- (e) The Employer will continue to make its contributions toward subsidized employee benefits, pursuant to Article 18 in which the nurse is participating at the time of the maternity leave. Such contribution by the Employer will only continue for the first seventeen (17) weeks of unpaid maternity leave. Further, the Employer's contribution will not be required should the nurse extend the leave beyond the seventeenth (17th) week. The nurse's seniority will continue to accumulate for the first seventeen (17) weeks of maternity leave and shall not accrue, however shall be maintained, should the nurse extend such leave beyond seventeen (17) weeks.

11.08 Adoption Leave

- (a) An employee who **has** completed ten (10) months of continuous service shall, upon her written request, be granted adoption leave. Such leave shall be without pay, benefits and accrual of benefit credits. Such leave shall not exceed six (6) months following the date of adoption. A written request for such leave will be submitted to the Employer once the employee has received approval of the adoption application. This request will include a copy of the adoption approval and the date that the employee will return to work.

- (b) On return to work the nurse shall be reinstated to her former position including location and shift.
- (c) In the event that there has been a layoff while a nurse has been on adoption leave, it is agreed that on the expiration of the leave of absence, reinstatement of the nurse will be subject to the provisions of Article 9.10.
- (d) Additional leave may be granted as per Article 11.01.
- (e) While on adoption leave, credits for income protection can not be used.
- (f) Nurses on such adoption leave will continue to accrue income protection credits, if applicable, only to the end of the month in which the leave commences. The Employer shall pay its share of health and welfare benefit premiums for the calendar month in which the leave commences and for the month immediately following.

11.09 Compassionate Leave

In the event of death of a member of a nurse's family (family to be limited to the nurse's spouse/common-law partner, child, father, mother, grandmother, grandfather, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and guardian); the nurse may request compassionate leave and shall be granted such time off. Compassionate leave shall not be more than three (3) calendar days immediately following the date of the death and the nurse shall be paid for shifts in those three (3) days for which she is scheduled to work.

11.10 Jury And Witness Duty

- (a) A nurse required to serve on jury duty, or as a witness of the Crown, as a witness at an inquest, or **as** a witness at a hearing of the College of Nurses Of Ontario, shall have her regular salary maintained (without taking into account any shift premium or the like). The nurse will reimburse the Employer for fees received less expenses in any of the above instances. A nurse will normally come to work during those regularly scheduled hours that she is not required to attend court. In the event that a nurse is scheduled other than the day shift, she shall not be required to attend at a hearing under the above circumstances and then report for duty the

same day. The nurse shall notify the Lodge Director as soon as possible when required to serve under any of the above circumstances.

(b) If a nurse is required to be a witness in a case arising out of her employment with the Employer, the latter agrees to abide by the above provisions.

11.11 Where any leave of absence without pay exceeds thirty (30) consecutive calendar days:

(a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.

(b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the nurse, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence.

11.12 In the case of leaves of absence in excess of thirty (30) consecutive calendar days, the nurse's increment date shall be adjusted by the length of the leave in excess of that period.

11.13 Nurses shall not be entitled to holidays with pay which may fall during the period of leave of absence.

ARTICLE 12 - PAID HOLIDAYS

12.01 Nurses shall receive the following paid holidays:

New Year's Day	Labour Day
2nd Monday In February	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

12.02 If an additional permanent statutory holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace the second Monday in February specified above. The intent is that there will be no more than eleven (11) paid holidays per year for the duration of this Agreement.

12.03 (a) When a full-time nurse works on a holiday, she shall receive premium pay at the rate of time **and** one-half (1-1/2) for all regularly scheduled

hours worked on such a holiday, and shall receive another day off with pay, such day off to be scheduled by mutual agreement between the parties within sixty days after the nurse works the holiday. Failing such mutual agreement, the nurse shall be paid.

(b) When a part-time nurse works on a holiday, she shall receive premium pay at the rate of time and one-half (1-1/2) for all regularly scheduled hours worked on a holiday, and in addition, shall receive holiday pay to which she is entitled.

12.04 (a) In order to qualify for holiday pay, a full-time nurse must work her full scheduled shift immediately preceding and immediately following the holiday except where the nurse is absent due to illness or approved leave of absence. If the nurse is absent on a paid holiday, when scheduled to work, she shall forfeit all pay for the holiday unless due to illness or approved leave of absence subject to Article 11. A nurse who qualifies for holiday pay will be eligible for one (1) days holiday pay during any one (1) period of illness. A nurse who qualifies for holiday pay and is absent due to illness or injury shall not also claim payment from income protection credits.

(b) In order for a part-time nurse to qualify for holiday pay, she must work her full scheduled shift immediately preceding and immediately following the holiday except where the nurse is absent due to illness or approved absence and has worked four (4) days during the four (4) weeks preceding the holidays.

12.05 If any of the holidays named in 12.01 occur on a regular day off of a full-time nurse who is entitled to holiday pay or during her vacation period, the nurse shall receive an additional day off in lieu thereof within four (4) weeks on either side of the holiday. In lieu of this provision, the Employer and the nurse may agree that the nurse will receive an additional day's pay. Failing mutual agreement as to the scheduling of the lieu day, the Employer may schedule such lieu day or pay one (1) day's pay.

12.06 The Employer will endeavour to divide paid holidays equitably among the nurses in the Lodge, unless mutually agreed otherwise.

ARTICLE 13 - VACATIONS

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

13.02 Scheduling

Vacation schedules shall be posted by January 31 each year. Nurses shall arrange vacation with the Employer on an individual basis, at a mutually agreeable time. Where more nurses request the same period of vacation than staffing permits, then seniority shall be the deciding factor. The parties agree that the proper operation of the Lodge will be considered at all times.

13.03 Requests for vacation shall not be unreasonably and/or arbitrarily withheld.

13.04 Vacations are not cumulative from year to year and all vacations must be taken by December 15 following the December 31 cut-off date. Nurses may not waive a vacation and draw double pay.

13.05 Illness During Vacation

Where the nurse's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided that the nurse provides satisfactory documentation of the hospitalization. Where the nurse's scheduled vacation is interrupted due to a serious illness requiring the nurse to be an in-patient in a hospital, the period of such illness shall be considered sick leave provided that the nurse provides satisfactory document of the hospitalization. The portion of the nurse's vacation which is deemed to be sick leave under the above provisions will not be counted against the nurse's vacation credits.

13.06 (a) Nurses who have not completed one year of service will be granted one and one-quarter (1-1/4) days vacation for each month of service. Vacation pay for such nurses will be six (6%) percent of gross earnings during the vacation year.

(b) Nurses with one (1) year of service shall receive fifteen (15) days vacation. Vacation pay for such nurses will be six (6%) percent of gross earnings for the vacation year.

(c) Nurses with three (3) years service shall receive twenty (20) days vacation. Vacation pay for such

nurses shall be eight **(8%)** percent of the gross earnings for the vacation year.

(d) Nurses with fifteen (15) years service shall receive twenty-five **(25)** days vacation. Vacation pay for such nurses shall be ten (10%) percent of the gross earnings in the vacation year.

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

13.08 By May 1st, the completed vacation schedule shall be posted. No changes shall be allowed in the schedule except upon consent of the nurses affected and the Employer.

Nurses who are on vacation shall not be called into work unless the nurse has indicated that she is willing to work during this period of time prior to leaving on vacation.

13.09 For the purposes of this section, the number of days' vacation shall be considered working days. Part-time nurses shall receive a pro-rated vacation time entitlement, based upon the number of days regularly worked in a normal work week.

13.10 Prior to leaving on vacation, nurses will be paid their vacation pay and shall be advised as to the date and time on which to report to work following vacation.

13.11 The Employer agrees that nurses may take their accumulated vacation entitlement in advance of the December 31st cut-off date provided that her previous year's vacation entitlement has already been taken. Such advancement of vacation shall be subject to the efficient operations of the Retirement Lodge and shall not conflict with any other nurse's normal vacation period. Any overpayment of advance vacation may be recovered by the Employer.

ARTICLE 14 - INCOME PROTECTION

14.01 The Employer will provide the benefit program set out below for all full-time Nurses. The program will be implemented as soon as feasibly possible following the arbitration award with past service recognized for current employees.

14.02 Short Term Protection

In the event of illness, employees will advise their supervisors as soon as possible. Income continuation shall be paid by the Employer based on the following schedule:

<u>Service</u>	<u>Weeks at Normal Pay</u>	<u>Weeks at 2/3 Pay</u>
Less than Three Months	2	--
Three Months but Less than One Year	4	13
One Year but Less than Two Years	6	11
Two Years but Less than Three Years	8	9
Three Years but Less than Four Years	12	5
Four Years and Over	17	--

Sick pay for employees who work less than seventy-five (75) hours per pay period will be based on the hours that the employee normally works.

If an employee completely recovers and returns to work for two or more weeks, or does not completely recover but returns to work for at least a month; a reoccurrence of the same illness or disability will be considered separate and unrelated. In this case, the above schedule would be reinstated.

14.03 Unemployment Insurance Benefits

Sick pay coverage from the 18th to 32nd week of total disability is provided by the Unemployment Insurance Illness Benefit available through your local U.I.C. office. Note that the 2-week waiting period under U.I.C. rules is waived.

14.04 Long Term Disability

Effective after 6 months of employment, the employee will pay 100% of the premium to provide a long term disability plan which pays $66\frac{2}{3}$ of an employee's regular monthly earnings to a maximum of \$3,500 per month, following a qualifying period of 225 days.

ARTICLE 15 - HOURS OF WORK

- 15.01 The normal work period shall consist of seventy-five (75) hours in a bi-weekly pay period and the normal work shift shall consist of seven and one half (7 1/2) continuous hours, exclusive of meal periods.
- 15.02 The meal period shall be at least one-half (1/2) hour in duration, to be scheduled by the Employer during the nurses shift.
- 15.03 There shall be a paid fifteen (15) minute break during each half shift, at times designated by the Employer.
- 15.04 This Article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Association and Employer.
- 15.05 Scheduling
- (a) The first tour of the day shall be the night tour.
 - (b) There shall be no split tours.
 - (c) Work schedules shall be for four (4) weeks in duration and shall be posted two (2) weeks in advance.
 - (d) There shall be a minimum of sixteen (16) hours off between scheduled shifts or changeover of shifts unless mutually agreed otherwise.
 - (e) A nurse shall not be required to work more than seven (7) consecutive days unless mutually agreed to by the nurse and the Employer.
 - (f) The Employer shall endeavour to arrange shifts so that each nurse shall have a weekend off every second week.
 - (g) Nurses shall receive four (4) or more consecutive days off at Christmas or New Years. Christmas shall include Christmas Eve, Christmas Day and Boxing Day, and New Years shall include New Year's Eve and New Year's Day. It is understood that other scheduling provisions are waived during the period December 15 to January 15.
 - (h) Nurses shall be allowed to exchange tours of duty. Such changes initiated by the nurse will not result in an additional cost to the Employer. All changes shall be communicated to the Lodge Director.

- (i) Schedules shall not be changed unilaterally by the Employer, once posted, unless mutually agreed otherwise.
- (j) Should the Employer be required to change a schedule of shifts or days off with less than twenty-four (24) hours notice, the Employees involved in such changes shall be paid time and one-half (1-1/2) their regular straight hourly rate for their first tour of the new schedule.
- (k) Nurses may be required to rotate over three (3) tours as necessary.

Nurses hired prior to the date of the arbitration award, who are on permanent tours, will not be rotated without their consent except for the purposes of instruction, emergencies or when regular employees on other tours are not available..

- 15.06 (a) Overtime shall be paid for all hours worked over seven and one-half (7-1/2) hours in a shift and seventy-five (75) hours bi-weekly at the rate of one and one-half (1-1/2) times the nurse's regular rate of pay provided that all such overtime is authorized by the Lodge Director. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization is not required,
- (b) A nurse will be paid two times her applicable hourly rate for work performed on an overtime basis on any day that a nurse is receiving payment at the rate of time and one-half.

15.07 Minimum Reporting Allowance

If a nurse reports for work at the regular time and no work is available, such nurse will be paid a minimum of four (4) hours pay at her regular rate, providing the nurse has not been previously notified not to report either orally or by message left at her residence,

This does not apply to nurses returning to work without notice after unscheduled absence.

- 15.08 When a nurse is required to work outside of regular hours, the minimum payment will be the equivalent of four (4) hours work or one and one-half (1-1/2) times her applicable rate for hours actually worked, whichever is greater. Where the hours worked are continuous with the commencement of her regular tour, the minimum payment will not apply, and she will

receive payment at the rate of time and one-half for the hours worked prior to the commencement of her regular tour.

- 15.09 Nurses required to be on standby, shall be compensated at the rate of twelve dollars (**\$12.00**) for each tour of standby duty. If such nurse is called to work, she shall be guaranteed a minimum payment as set out in Article 15.08, above.
- 15.10 Nurses called within one-half (1/2) hour of the starting time of a shift and who arrive within one (1) hour of the call, shall be paid for the full shift providing they complete the shift for which they were called.

ARTICLE 16 - HEALTH PROGRAM

- 16.01 Where a medical examination is required to comply with a statute, a nurse may choose her personal physician.
- 16.02 The Employer will provide adequate change room and washroom facilities, individual lockers, and adequate lounge facilities.

ARTICLE 17 - MISCELLANEOUS

17.01 Bulletin Board

The Employer shall provide to the Association adequate bulletin board space in such place so as to inform all nurses in the Bargaining Unit, of the activities of the Association.

- 17.02 A copy of this Agreement in a mutually agreed form will be issued to each nurse now employed and as employed. Cost of printing this Agreement shall be equally shared between the Association and the Employer.
- 17.03 If facilities are available, the Employer shall grant permission to the Association to hold meetings on the Employer's premises.
- 17.04 Paycheques are to be issued in a sealed envelope on Thursday of pay week, and shall include a clarified, itemized statement. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above on the next regularly scheduled pay date.
- 17.05 Prior to effecting any change in the Employer's policies or rules, which would affect nurses covered by this Agreement, the Employer shall first discuss such

proposed changes with the Bargaining Unit Representatives.

- 17.06 Each nurse shall keep the Employer informed of all changes to relevant employment information.

ARTICLE 18 - EMPLOYEE BENEFITS

- 18.01 The Employer will pay one hundred percent (100% of the billed rate of the Q.H.I.P. premium for full-time nurses. If the nurse produces an exemption certificate indicating coverage through another source, the Employer is not liable for contribution.
- 18.02 The Employer will pay one hundred percent (100%) of the cost of \$30,000.00 of life insurance for all full-time nurses. This policy will include Accidental Death and Dismemberment in the same amount of the life insurance.
- 18.03 Extended Health Care
The Lodge agrees to offer, on a voluntary basis, a major medical \$10/\$20 no co-insurance plan which includes semi-private hospitalization coverage to full-time nurses who are covered by this Agreement. The Employer agrees to pay one hundred percent (100%) of the billed single/family rate for full-time nurses who participate in the plan.
- 18.04 Subject to any conditions in the plans themselves, coverage should begin on the **first** day of employment for all plans.
- 18.05 Subject to enrollment requirements, the Employer agrees to implement a dental plan (equivalent to Blue **Cross** Plan #9) and agrees to pay fifty percent (50%) of the billed single/family premium based on Q.D.A. fee schedule for 1987 to eligible full-time nurses who participate in the plan.
- 18.06 The Employer shall provide each nurse with the information on programs outlined in this Agreement. Upon request of the Association, it shall be provided with a current copy of the master policy.
- 18.07 The Employer may substitute another carrier for any of the foregoing plans, provided the level of benefits are not decreased. The Employer will advise the Association sixty (60) days prior to implementing any change.

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 or they are being asked to perform more work than is consistent with proper nursing care, she or they shall:

- (a) (i) Complain in writing to the Employer within five (5) calendar days of the alleged improper assignment. The Employer shall convene a meeting within ten (10) calendar days of the filing of the complaint. The Employer shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - (ii) Failing resolution of the complaint within five (5) calendar days of the meeting with the Employer, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses: one chosen by the Ontario Nurses' Association, one chosen by the Employer, and one chosen from a panel of four (4) independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as chairperson.
 - (iii) The Assessment Committee shall conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. *The* Assessment Committee shall report its decision in writing to the parties within fourteen (14) calendar days following completion of its hearing.
- (b) (i) The parties shall meet and select a panel of four (4) independent registered nurses who are well respected within the profession. The members of the panel shall sit in a rotation agreed upon by the parties. If a panel member is unable to sit within the time stipulated, the panel member next scheduled to sit will be appointed by the parties.

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

ARTICLE 20 - ORIENTATION AND INSERVICE

20.01 (a) The following minimums are to be observed in the orientation/familiarization of a newly hired nurse:

- (i) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of nurses in the Lodge.
- (ii) The period of orientation/familiarization shall be up to three (3) days, one on each shift.
- (iii) She shall be an additional nurse to the usual staffing pattern.
- (iv) The nurse(s) involved in the orientation/familiarization will confirm that it has been completed and this will be noted on the newly hired nurse's personnel file which will be reviewed with such nurse and the nurse shall also be able to comment,

(b) Inservice

The inservice education programme will be continued and input may be given through the Nursing Committee.

ARTICLE 21 - JOB CLASSIFICATION & WAGE RATES

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

21.02 Part-time and relief nurses will be paid on the following basis:

Monthly Rate in Schedule "A" x 12 = Daily Rate
260

*

plus 3% of the daily rate in lieu of all benefits except vacations, paid holidays, compassionate leave, professional and education leave, jury and witness duty, reporting allowance, callback guarantee, shift differential, responsibility allowance, overtime and salaries.

21.03 Annual increments shall be payable on each full-time nurse's anniversary date of employment and after each two hundred (200) tours worked in the **case** of part-time nurses. Nurses who transfer from full-time to part-time and vice-versa, shall receive full employment credits.

ARTICLE 22 - DURATION

22.01 This agreement shall remain in full force and effect until the 20th day of October, 1989, and shall automatically be renewed from year-to-year thereafter unless either party notifies the other party in writing of termination or of proposed revision, additions or deletion of the agreement or any of its provisions. Notification will be made within ninety (90) days prior to the termination of this agreement, or in any year thereafter.

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 26th day of April, 1990.

FOR THE ASSOCIATION:

Sharon Fawcett (CEO)
W. S. Mallman
Linda Bowes

FOR THE EMPLOYER:

M. A. Grogan
Gladys Burt
Richardson

SCHEDULE "A"

A. 01

(a) Registered Nurse Wage Rates (Full-Time)

Description		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
OCT 20/87	Annual	28,740.00	29,376.00	29,988.00	30,600.00	31,224.00	31,848.00	32,508.00	33,180.00
	Monthly	2,395.00	2,448.00	2,499.00	2,550.00	2,602.00	2,654.00	2,709.00	2,765.00
		110.55	112.95	115.35	117.68	120.08	122.48	125.03	127.65
	Hourly	14.74	15.06	15.38	15.69	16.01	16.33	16.67	17.02
JAN 1/88	Annual	30,300.60	30,696.24	31,177.68	31,735.92	32,373.72	33,011.64	33,729.24	34,526.52
	Monthly	2,525.05	2,558.02	2,598.14	2,644.66	2,697.81	2,750.97	2,810.77	2,877.21
	Daily	116.55	118.05	119.93	122.03	124.50	126.98	129.75	132.83
	Hourly	15.54	15.74	15.99	16.27	16.60	16.93	17.30	17.71
SEPT 1/88	Annual	30,906.60	32,080.56	32,580.72	33,164.04	33,911.52	34,579.68	35,331.36	36,166.56
	Monthly	2,575.55	2,673.38	2,715.06	2,763.67	2,825.96	2,881.64	2,944.28	3,013.88
		118.88	123.38	125.33	127.58	130.43	132.98	135.90	139.13
	Hourly	15.85	16.45	16.71	17.01	17.39	17.73	18.12	18.55
JULY 1/89	Annual	31,524.72	33,203.40	33,721.08	34,324.80	35,183.16	35,876.40	36,656.28	37,522.80
	Monthly	2,627.06	2,766.95	2,810.09	2,860.40	2,931.93	2,989.70	3,054.69	3,126.90
	Daily	121.28	127.73	129.68	132.00	135.30	138.00	141.00	144.30
	Hourly	16.17	17.03	17.29	17.60	18.04	18.40	18.80	19.24

(b) Registered Nurse Wage Rates (Part-Time)

Description	Start	200 Tours	400 Tours	600 Tours	800 Tours	1000 Tours	1200 Tours	1400 Tours
OCT 20/87	15.92	16.26	16.61	16.95	17.29	17.64	18.00	18.38
JAN 1/88	16.78	17.00	17.27	17.57	17.93	18.28	18.68	19.13
SEPT 1/88	17.12	17.77	18.05	18.37	18.78	19.15	19.57	20.03
JULY 1/89	17.46	18.39	18.67	19.01	19.48	19.87	20.30	20.78

- (b) Unless otherwise stated, all salary matters shall be retroactive to October 20, 1987. Any nurse hired since those date in the respective facilities, shall be entitled to retroactivity as from the date of hire. Any nurse who left the employ of the Employer and is entitled to retroactivity will be contacted by the Employer within thirty (30) days of ratification or release of an arbitral award. The Employer's letter will advise the nurse of the entitlement of retroactivity and the method by which application is to be made.
- (c) All retroactivity shall be paid within six (6) weeks. Retroactivity shall be paid on a separate itemized cheque.

A.04 Previous Nursing Experience

The Employer will recognize recent nursing experience on the basis of one (1) annual increment for each two (2) years of service up to a maximum of five (5) increments. It shall be the responsibility of a newly hired nurse to provide reasonable proof of recent and related experience in order to be considered for a salary increment. If she fails to do so she shall not be entitled to recognition.

A.05 Effective November 4, 1988:

- (i) A nurse who is assigned by the Employer to relieve the Lodge Director shall be paid seventy-five cents (75¢) per hour for each hour so worked in addition to her regular rate of pay.
- (ii) A nurse who is assigned by the Employer to be in-charge on evenings, nights, all shifts on weekend and paid holidays, shall receive forty cents (40¢) per hour for each hour so worked in addition to regular rate of pay.
- (iii) A nurse shall be paid a shift premium of forty-five cents (45¢) per hour for each hour worked on all evening and night shifts.

New Classification

When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step 3 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 8, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the bargaining unit and duties and responsibilities involved,

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