

COLLECTIVE AGREEMENT

BETWEEN

BRANTWOOD RESIDENTIAL DEVELOPMENT CENTRE
(hereinafter referred to as the "Employer" or the "Centre")

AND

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

EXPIRY DATE: December 31, 1998

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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 In accordance with the Certificate issued by the Ontario Labour Relations Board and dated the 12th day of June 1987, the Centre recognizes the Ontario Nurses' Association as the bargaining agent of all registered and graduate nurses, engaged in a nursing capacity, of Brantwood Residential Development Centre, in Brantford, save and except the Director of Residential Services, persons above the rank of Director of Residential Services and persons regularly employed for not more than twenty-four (24) hours per week.
- 2.02 The Employer recognizes the following categories of nurses:
 - (a) A Full-Time nurse is a nurse who is scheduled to work an average of five (5) tours per week.
 - (b) A Part-Time nurse is a nurse who works less than the normal Full-Time hours.
- 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 Regulated Health Professions Act, 1992, as amended.
- 2.04 A graduate nurse is defined as a nurse with certification incomplete who is a graduate of a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed at the earliest opportunity following date of hire. Where a

nurse fails to complete such certification requirements, she will be terminated from the employ of the Centre. The nurse shall not be terminated before twenty-four (24) months in the event she fails the examination and has another opportunity to write it.

- 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 Supervisors and other employees excluded from the bargaining unit, other than Part-Time nurses, shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits of nurses in the bargaining unit.

The Centre shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any employees of the bargaining unit follows. Contracting out to an Employer who is organized and who will employ the nurses of the bargaining unit who would otherwise be laid off is not a breach of this provision. This Clause shall not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Centre and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement.
- 3.02 The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on Centre premises or during working hours except with the written permission of the Centre or as specifically provided for in this Agreement.
- 3.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, religious affiliation, handicap as defined in the Ontario Human Rights Code or any other factor which is not pertinent to the employment relationship.
- 3.04 Both the Employer and the Association agree to abide by the terms of the Human Rights Code.

ARTICLE 4 - NO STRIKES AND LOCKOUTS

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

ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS

- 5.01 The Association acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;

- (b) hire, discharge, direct, transfer, promote, demote, layoff and suspend or otherwise discipline nurses subject to the right to lodge a grievance in the manner and to the extent provided for in this Agreement;
- (c) make and alter from time to time reasonable rules and regulations to be observed by the nurses;
- (d) generally to manage the Centre and direct the work of the nurses and, without restricting the generality of the foregoing, to determine the number of nurses required and the methods, procedures, and equipment to be used, and other matters concerning the Employer's operation.

5.02 The exercise of management's rights shall not be inconsistent with the provisions of this Agreement.

ARTICLE 6 - ASSOCIATION COMMITTEES AND REPRESENTATION

6.01 Association-Management Committee

There will be an Association-Management Committee composed of an equal number of representatives of the Employer and the Association. Meetings of this Committee shall be held at the request of either party, but at least every other month. The purpose of this Committee shall be to discuss matters of mutual concern. Minutes of meetings shall be maintained and signed by both parties. The role of chairperson shall rotate between the parties.

6.02 The Association may appoint a Grievance Committee which shall be composed of two (2) members of the Association and which shall be responsible for the handling of all grievances in both the Full-Time and Part-Time bargaining units. The members of the Grievance Committee have their regular work to perform on behalf of the Employer and will not leave their work without obtaining permission from their immediate supervisor and reporting to such supervisor on their return to work. The time spent away from the duties will be without loss of pay. It is further understood that permission to leave regular work will not be unreasonably withheld.

6.03 The Association shall elect a Negotiating Committee composed of up to two (2) Association members, not more than one of whom shall be a nurse covered by the Part-Time Collective Agreement. The Negotiating Committee shall negotiate both the Full-Time and the Part-Time Collective Agreements, and shall include as an additional member an Employment Relations Officer.

6.04 The Association will provide the Employer with a list of personnel showing its officers and representatives. This list will be forwarded to the Executive Director of the Centre in writing.

6.05 It is understood that the members of the Negotiating Committee have their regular work to perform on behalf of the Employer and will not leave work without obtaining permission from their immediate supervisor and reporting to such supervisor on their return to work. The members will not lose pay for all meetings held in direct negotiations with the Employer and in Conciliation. It is further understood that permission to leave regular work will not be unreasonably withheld.

- 6.06 Any of the Association Committees may have the assistance of a representative of the Ontario Nurses' Association from outside the employ of the Employer when negotiating or when meeting with the Employer.
- 6.07 The Employer agrees to provide a Representative of the Association with a reasonable period of time within the Orientation Programme in order to meet with newly hired nurses.
- 6.08 The Employer agrees that when nurses are required by the Employer to serve on committees, the meetings shall be scheduled during the nurses regular working hours, or the nurse shall be paid for all hours spent outside her regular working hours at her regular rate of pay.
- 6.09 Occupational Health & Safety Committee
- (a) The Employer and the Association agree that they mutually desire to maintain standards of health and safety in the Centre, in order to prevent accidents, injury and illness.
 - (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, one (1) Representative selected or appointed by the Association from the bargaining unit.
 - (c) Such Committee shall identify potential dangers and hazards, institute means of improving Health and Safety programmes, and recommend actions to be taken to improve conditions relating to Occupational Health and Safety.
 - (d) The Centre and the Association agree to co-operate reasonably in providing each other the necessary information to enable the Committee to fulfil its functions.
 - (e) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the Committee and carrying out the duties of a member, shall be deemed to be work time for which she shall be paid by the Centre at her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.
 - (f) Meetings shall be held every second month or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
 - (g) The Association agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
 - (h) Pregnant nurses may request to be transferred from their current duties, if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
 - (i) Where the Centre identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer shall deduct from the pay 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, following such deductions, its cheque for the dues so deducted, along with a list of the names and the amount of such deduction for each nurse. The list shall show the social insurance number of each nurse, terminations, new hires, and any unpaid leaves of absence in excess of one month. The initial list shall contain, as well, the address of each nurse. A copy of this list will be sent to the Local Association.
- 7.02 The Employer shall provide each nurse with a T-4 supplementary slip, showing the dues deducted in the previous year for income tax purposes.
- 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 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 8.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her nurse representative. In the case of suspension or discharge, the Centre shall notify the nurse of this right in advance.

It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of her immediate supervisor's decision in the following manner and sequence:

8.03 Step No. 1

The nurse may submit a written grievance signed by the nurse to her immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver his/her decision in writing within nine (9) calendar days following the day on which the grievance was presented to him/her. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Centre's Executive Director or his designate. A Meeting will then be held between the Executive Director or his designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties.

It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Centre's Executive Director or his designate may have such counsel and assistance as he may desire at such meeting. The decision of the Centre shall be delivered in writing within nine (9) calendar days following the date of such meeting.

8.04 A complaint or grievance arising directly between the Centre and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Centre shall be filed with the Local President or her designate.

8.05 Group Grievance

Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing signed by each nurse who is grieving to the Director of Residential Services or his/her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step No.1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.06 The release of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this Agreement. A claim by a nurse who has completed her probationary period that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Centre at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Centre's action in dismissing the nurse; or
- (b) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

The Centre agrees to provide written reasons within seven (7) calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed her probationary period, without just cause.

8.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2 it will be deemed to have been received within the time limits.

8.08 All agreements reached under the grievance procedure between the representatives of the Centre and the representatives of the Association will be final and binding upon the Centre and the Association and the nurses.

8.09 When either party requests that a matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure.

The two nominees shall attempt to select by agreement, a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

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 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

8.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the nurse or nurses concerned.

8.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.

8.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.

8.16 Wherever arbitration board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

ARTICLE 9 - JOB SECURITY

9.01 (a) Newly hired nurses shall be considered to be on probation for a period of sixty (60) tours worked from date of last hire (450 hours of work for nurses whose regular hours of work are other than the standard work day) or six (6) months whichever occurs first. If retained after the probationary period, the nurse shall be credited with seniority from date of last hire. With the written consent of the Centre, the probationary nurse and the President of the Local Association or her designate, such probationary period may be extended. Where the Centre requests an extension of the probationary period, it will provide notice to the Association at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty tours (450 hours) worked and, where requested, the Centre will advise the nurse and the Association of the basis of such extension.

- (b) A nurse who transfers from Part-Time to Full-Time status shall not be required to serve a probationary period where she has previously completed one since her date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) during the six (6) months immediately preceding the transfer, shall be credited towards the probationary period.
- 9.02 A seniority list shall be established for all Full-Time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all Full-Time probationary nurses shall be included in the seniority lists. A copy of the current seniority list will be filed with the President of the Local Association or her designate on request but not more frequently than once every six (6) months on the 2nd Monday in January and the 2nd Monday in July of each year. A copy of the seniority list shall also be posted at the same time.
- 9.03 A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from Full-Time to Part-Time or vice versa. A nurse whose status is changed from Full-Time to Part-Time shall receive credit for her full seniority and service on the basis of fifteen hundred (1500) hours worked for each year of Full-Time seniority or service. A nurse whose status is changed from Part-Time to Full-Time shall receive credit for her full seniority and service on the basis of one (1) year of seniority or service for each fifteen hundred (1500) hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of the transfer.
- 9.04 If a nurse's absence without pay from the Centre including absences under Article 12, Leaves of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Centre to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure her continuing coverage.

Notwithstanding this provision, seniority shall accrue for a period of one (1) year if a nurse's absence is due to disability resulting in W.C.B. benefits or L.T.D. benefits including the period of the disability program covered by Unemployment Insurance. Seniority shall also accrue during any period of pregnancy or parental leave.

9.05 Job Posting

In the case of a permanent vacancy, the Employer will post notice of such vacancy, for five (5) calendar days excluding Saturdays, Sundays and Holidays 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 new nurse from outside of the employ. The name of the successful applicant shall be posted by the Employer.

- 9.06 Part-Time nurses shall be given the first opportunity to fill temporary vacancies. The Employer will outline the conditions and duration of such vacancy. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy.

On the nurse's return, she will be placed in her former position unless the position has been discontinued in which case she will be given a comparable job.

- 9.07 A nurse may make a written request for transfer by so advising the Centre, in writing, indicating her requested area of assignment. The request shall become active as of the date it is received, and shall remain so until December 31 following. Such request will be considered as an application for any posted vacancy in the requested area of assignment.
- 9.08 (a) A nurse who is transferred to a position outside of the bargaining unit shall, subject to (b) below, retain, but not accumulate, her seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- (b) A nurse who is transferred to a position outside of the bargaining unit for a definite term or task not exceeding six (6) months shall not suffer any loss of seniority, service or benefits and shall remain covered by the Collective Agreement. It is understood and agreed that a nurse may decline such transfer.

The period of time referred to above may be extended by agreement of the parties.

- 9.09 Nurses shall be selected to fill vacancies on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal among the nurses concerned, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. At the request of the nurse the Centre will discuss with the unsuccessful applicant ways in which the nurse can improve her qualifications for future postings.
- 9.10 A nurse shall lose all service and seniority and shall be deemed to have terminated if she:
- (a) leaves of her own accord;
 - (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
 - (c) has been laid off for twenty-four (24) calendar months;
 - (d) refuses to continue to work or return to work during an emergency which seriously affects the Centre's ability to provide adequate resident care, unless satisfactory reason is given to the Centre;
 - (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Centre of such absence and providing a satisfactory reason to the Centre;
 - (f) fails to return to work (subject to the provisions of 9.10(e)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
 - (g) fails upon being notified of a recall to signify her intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Centre and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties.

ARTICLE 10 - LAYOFF AND RECALL

10.01 (a) In the event of a layoff, those nurses with lesser seniority will be the first to be laid off, provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Recall of nurses will be in reverse order of the layoff procedure.

Seniority for the purpose of this Clause means all seniority earned in the employ of this Employer as a registered or graduate nurse. Therefore, in the event of lay-off, a Part-Time nurse with more seniority than a Full-Time nurse would be retained and vice versa.

- (b) In the event of a proposed layoff at the Centre of a permanent or long term nature, the Employer will:
- (1) provide the Local Association with no less than thirty (30) days notice of such layoff and,
 - (2) meet with the Local Association to review the following:
 - i) the reasons causing the layoff;
 - ii) the service which the Centre will undertake after the layoff;
 - iii) the method of implementation including the areas of cutback and the nurses to be laid off.

10.02 No new nurse will be hired while there is a nurse on layoff who is qualified to perform the available work, and who accepts the available work.

ARTICLE 11 - ACCESS TO FILES

11.01 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.

11.02 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.

11.03 The Employer agrees that all censures issued prior to certification shall not be part of the nurse's record.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 Personal Leave

Written requests for personal leave of absence without pay will be considered on an individual basis by the Director of Residential Services or his/her designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days, except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

12.02 Leave For Association Business

The Employer agrees to grant leaves of absence without pay, to one (1) nurse selected by the Association to attend Association business, including conferences and conventions. 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 daily rate of the nurse.

12.03 Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay. Nurses shall continue to accrue seniority and service during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

12.04 President, ONA

Upon application, in writing, by the Association on behalf of the nurse, to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to two (2) years. The nurse shall continue to accrue seniority and service during her absence. During such leave of absence the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits. The nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of return.

12.05 Education Leave

(a) A request for leave of absence, without pay, for the purpose of further education directly related to the nurse's employment with the Centre may be made on written application by the nurse to the Director of Residential Services. Requests for such leave will not be unreasonably denied.

12.06 (a) A nurse who notifies the Centre as soon as possible following a bereavement shall be granted three (3) consecutive days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means father, mother, husband, wife, son, daughter, mother-in-law, father-in-law, brother or sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents or grandchild.

(b) The Centre, in its discretion, may allow additional leave without pay to accommodate travelling requirements. Such leave is to be requested prior to taking Bereavement leave.

12.07 Jury and Witness Duty

If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or Coroner's inquest in connection with a case arising from the nurse's duties at the Centre, the nurse shall not lose regular pay because of such attendance provided that the nurse:

- (a) notifies the Centre immediately on the nurse's notification that he/she will be required to attend court;
- (b) presents proof of service requiring the nurse's attendance;
- (c) deposits with the Centre the full amount of compensation received, excluding mileage, travelling and meal allowances, and an official receipt thereof.

A nurse shall not be required to work on the day of such duty.

12.08 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Centre 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.
- (d) 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 Centre, 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 9.01 (a) to a maximum of thirty (30) tours (two hundred and twenty-five (225) hours for nurses whose regular hours of work are other than the standard work day).

The Centre 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.

- (e) The Centre 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 of non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Centre's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied

for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Sections 18 and 20 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (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 (2) week Unemployment Insurance waiting period, and receipt by the Centre 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 rates on her last day worked prior to her commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

12.09 Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A nurse who has taken pregnancy leave under Article 12.08 is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to six (6) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Centre 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.
- (c) 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.
- (d) Nurses newly hired to replace nurses who are on approved adoption leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Centre in a permanent position 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 9.01 (a) to a maximum of thirty (30) tours (two hundred and twenty-five (225) hours for nurses whose regular hours of work are other than the standard work day).

12.10 Prepaid Leave Plan

Brantwood Centre agrees to introduce a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The Plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section

680I, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The nurse must make written application to the Director of Nursing at least six (6) months prior to the intended commencement date of the program (i.e.: the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall not exceed one. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Local Association and the Centre.
- (d) Written applications will be reviewed by the Director of Residential Care or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the Plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Centre.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Centre and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The nurse will not be eligible to participate in the disability income plan during the year of the leave.
- (i) A nurse may withdraw from the Plan at any time during the deferral portion provided three (3) months notice is given the Director of Nursing. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Centre, plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Centre will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Centre is unable to find a suitable replacement, it may postpone the leave. The Centre will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.

- (l) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the prepaid leave program will be subject to the nurse entering into a formal agreement with the Centre in order to authorize the Centre to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - (a) A statement that the nurse is entering the prepaid leave program in accordance with Article 12.10 of the Collective Agreement.
 - (b) The period of salary deferral and the period for which the leave is requested.
 - (c) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Centre to enter the prepaid leave program will be appended to and form part of the written agreement.

ARTICLE 13 - PAID HOLIDAYS

- 13.01 (a) A nurse who otherwise qualifies under Article 13.04 hereunder shall receive the following paid holidays:
- | | |
|---------------------------------------|-----------------|
| New Year's Day | Civic Holiday |
| Heritage Day (2nd Monday in February) | Labour Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day (July 1st) | |
- (b) Should the Centre be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Centre shall be established as the legislative holiday after discussion with the Union, so that the Centre's obligation to provide for twelve (12) paid holidays remains unchanged.
- 13.02 Holiday pay will be computed on the basis of the nurse's regular straight time hourly rate of pay times the number of hours for a normal daily tour.
- 13.03 Except as provided in Article 15.01 (iv), a nurse required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1 ½) the nurse's regular straight time rate of pay for all hours worked on such holiday. In addition, he/she will receive a lieu day off at regular straight time pay within thirty (30) days following the holiday. Such lieu day off is to be selected by the nurse and his/her supervisor by mutual agreement. Failing such mutual agreement, the lieu day will be scheduled by the immediate supervisor.
- 13.04 In order to qualify for pay for a holiday, a nurse shall complete a full scheduled shift on each of his/her working days immediately preceding and following the holiday concerned unless the nurse was absent due to:
- (a) verified illness or accident which commenced within a month of the date of the holiday;
 - (b) vacation granted by the Centre;
 - (c) the nurse's regular scheduled day off.

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day.

- 13.05 (a) Where a holiday falls during a nurse's scheduled vacation period, her vacation shall be extended by one (1) day unless the nurse and the Centre agrees to schedule a different day off with pay.
- (b) Where a holiday falls on a nurse's scheduled day off, an additional day off with pay will be scheduled.
- 13.06 The Employer will endeavour to arrange time off on paid holidays so that it is divided equitably among the nurses.
- 13.07 For purposes of clarification, if the majority of the hours worked on a regular shift falls within the holiday, the shift shall be deemed to be work performed on the holiday for the full period of the shift.
- 13.08 Where a paid holiday falls on a Monday or a Friday, the Employer will endeavour to schedule so that a nurse who is scheduled off on the Saturday and Sunday in conjunction with the holiday shall be scheduled off on the holiday unless she requests otherwise.

Conversely, if a nurse is scheduled to work on the Saturday and Sunday in conjunction with the holiday, the Employer will endeavour to schedule so that the nurse works on the holiday, unless she requests otherwise.

ARTICLE 14 - VACATION

- 14.01 Nurses working for the Centre in the twelve (12) month period preceding June 30, shall be entitled to vacation computed on the following basis according to the individual nurse's length of continuous service:
- (a) Nurses who have completed less than one (1) year of continuous service as of June 30, shall be entitled to an annual vacation of 1.67 days for each completed month of service to a maximum of twenty (20) working days and shall be paid eight percent (8%) of their earnings during the vacation year calculated as of the pay period immediately preceding June 30.
- (b) A nurse with more than one (1) year of continuous service but less than seventeen (17) years of continuous service as of June 30 of any year shall be entitled to an annual vacation of four (4) weeks with pay.
- A nurse with more than one (1) year of continuous service but less than fifteen (15) years of continuous service as of June 30, 1990 or any subsequent June 30, shall be entitled to an annual vacation of four (4) weeks with pay.
- (c) A nurse who has completed seventeen (17) years of continuous service or more shall be entitled to an annual vacation of five (5) weeks with pay.
- A nurse who has completed fifteen (15) years of continuous service as of June 30, 1990 or any subsequent June 30, shall be entitled to an annual vacation of five (5) weeks with pay.
- (d) A nurse who has completed twenty-five (25) years of continuous service or more as of June 30, 1990 or any subsequent June 30, shall be entitled to an annual vacation of six (6) weeks with pay.

- (e) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following the vacation.
- (f) The Centre shall schedule a nurse off either the weekend before or the weekend after her approved vacation leave, and shall endeavour to schedule both weekends off.

14.02 Nurses shall notify the Centre of their vacation preference by March 31st in each year. The Centre will advise the nurse of her approved vacation by April 30th in each year.

14.03 Scheduling

A nurse will be granted and shall take his/her vacation at such time or times as the Centre determines, consideration in each case being given to the nurse's wishes, seniority and the efficient operation of the Centre. Vacation requests will not be unreasonably denied.

- (a) In the event of conflict, seniority shall govern with respect to scheduling of vacations.
 - (b) A week of vacation shall be defined as seven (7) consecutive calendar days which include five (5) vacation days and two (2) days off.
 - (c) Vacation may commence on any day of the week.
 - (d) Vacation may be taken at any time of the calendar year.
- 14.04 (a) Where a nurse's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where a 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 hospitalization shall be considered sick leave.
- (c) 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.
- 14.05 When a nurse's employment is terminated she shall receive full payment for vacation earned but not taken. This notwithstanding, a nurse who terminates his/her employment without giving the Centre at least two (2) weeks' written notice shall receive only such percentage vacation pay as may be due to him/her under The Employment Standards Act.
- 14.06 Vacation pay for Full-Time nurses shall be at their regular straight time rate of pay at the time of taking vacation.
- 14.07 If a pay day falls within a nurse's vacation period the nurse, on written request to the Centre at least twenty-one (21) days prior to leaving on vacation, shall be paid before leaving on vacation.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.01 (i) The following provision designating regular hours on a daily tour and regular daily tours over the nursing schedule determined by the Centre shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule.

- (ii) Effective the beginning of the first pay period following the date of the Award of the Arbitration Board, the normal daily tour shall be seven and one-half (7 ½) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (½) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 15.01 (iii).
 - (iii) Effective the commencement of the first pay period following the date of the Award of the Arbitration Board, all hours worked by a nurse, which have been authorized by the Employer, which authorization shall not be unreasonably withheld, and which exceed seven point five hours (7.5) in any one day or exceeds seventy-five hours (75) hours in a bi-weekly period, shall be paid at the rate of time and one-half (1 ½) the nurse's regular straight time rate of pay.
 - (iv) Where a nurse is required to work on a paid holiday or on an overtime tour, or on a tour that is paid at a rate of time and one-half (1½) her regular straight time rate as a result of the scheduling regulation in Article 15, and she is required to work additional hours following her full tour on the day (but not including hours on a subsequent regularly scheduled tour for such nurse), she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 15.02 Where a nurse notifies her supervisor that she has been or will be unable to take the normal lunch break due to the requirement of providing resident care, every effort will be made to reschedule that period of missed lunch break and if this is not practical the nurse shall be paid time and one-half (1 ½) her regular straight time hourly rate for all time worked in excess of her normal daily hours.
- 15.03 There shall be a paid fifteen (15) minute break period during each half (½) shift at times designated by the Employer.
- 15.04 A nurse who is called in to work a regular shift less than one (1) hour prior to the commencement of the shift, and arrives within one (1) hour of being called, will be paid for the full tour provided that she worked until the normal completion of the tour.
- 15.05 (a) The tour commencing at or about midnight shall be considered the first tour of each day. A tour shall be deemed to be entirely within the calendar day in which the majority of hours falls regardless of what calendar day the tour commenced.
- (b) There shall be no split tours.
- (c) Time schedules shall be posted four (4) weeks in advance, and will cover a period of four (4) weeks.
- (d) There shall be a minimum of sixteen (16) hours between changes of tour unless mutually agreed otherwise between the Employer and the nurses.
- (e) The Centre will endeavour not to schedule a nurse more than seven (7) consecutive days. If the Centre schedules a nurse to work more than seven (7) consecutive days each subsequent scheduled day shall be paid at one and one-half (1½) times her rate of pay.
- (f) A weekend is defined as being a minimum of fifty-six (56) hours off, commencing on completion of the Nurses's Friday shift.

- (g) Provided the Registered Nurse staffing requirements of the Centre are adequately met, nurses shall be scheduled to receive every second weekend off.

If a nurse is required to work a third consecutive and subsequent weekend, she will receive premium payment of time and one-half (1½) her regular straight time hourly rate for all hours worked on that weekend and on subsequent weekends until a weekend is scheduled off, save and except where:

- (i) Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;
 - (ii) Such nurse has requested weekend work;
 - (iii) Such weekend was worked as a result of an exchange with another nurse;
OR,
 - (iv) Weekend work is required of nurses between December 15th and January 15th in order to accommodate time off for nurses under Article 15.05 (h).
- (h) The Employer shall schedule each nurse off four (4) days, and shall endeavour to schedule each nurse off five (5) days, at either Christmas or New Year's. For purposes of this Article, the days off at Christmas shall include December 24th and December 25th, and the days off at New Year's shall include December 31st and January 1st.
- (i) Nurses shall continue to be allowed to exchange days off or tour(s) of duty subject to the approval of the Director of Residential Services. Such approval shall not be unreasonably withheld. Such exchange shall not create premium payments.

- 15.06 (a) Where a nurse has worked and accumulated overtime hours (other than overtime hours relating to paid holidays), she shall have the option of selecting compensating time off, at a mutually agreed time, equivalent to the appropriate overtime rate, in lieu of overtime payment. Where no mutual agreement is reached, the nurse will be paid.
- (b) If the Employer fails to schedule a period of sixteen (16) consecutive hours off between tours of duty, the Employer will pay to the nurse time and one-half (1½) her regular straight time rate for the following tour of duty worked.
- (c) A nurse who reports for work as scheduled, unless otherwise notified by the Centre, shall receive a minimum of four (4) hours pay at her regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the Centre which she is capable of doing, if her regular duties are not available.

- 15.07 The posting of schedules shall be in accordance with Article 15.05 (c). It shall be the responsibility of the nurse to consult posted work schedules. The Centre will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse. Where less than twenty-four (24) hours notice is given personally to a nurse, time and one-half (1½) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule.

- 15.08 Where a nurse has completed her regularly scheduled tour and left the Centre and is called in to work outside her regularly scheduled working hours, she shall receive time and one-half (1½) her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours pay at time and one-half (1½) her regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her regularly scheduled shift. In such a case, she will receive time and one-half (1½) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.
- 15.09 Overtime premiums shall not be duplicated or pyramided.

ARTICLE 16 - SICK LEAVE AND LONG-TERM DISABILITY

- 16.01 The Centre will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure.

The Centre will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction.

- 16.02 When a nurse has completed any portion of her regularly scheduled tour prior to going on sick leave benefits or Workers' Compensation benefits, she shall be paid for the balance of the tour at her regular straight time hourly rate. This provision will not disentitle the nurse to a lieu day under Article 13 if she otherwise qualifies.
- 16.03 Nurses returning from work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.
- 16.04 The Centre further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- 16.05 Absence due to pregnancy related illness shall be considered as sick leave under the Sick Leave Plan.
- 16.06 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Centre for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short-term sick portion of the Disability Income Plan (HOODIP or equivalent Plan).

Payment will be provided only if the nurse provides evidence of disability satisfactory to the Centre and a written undertaking satisfactory to the Centre that any payments will be refunded to the Centre following final determination of the claim by the Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

- 16.07 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.

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

- (a) (i) Complain in writing to the Director of Residential Services within ten (10) calendar days of the alleged improper assignment. The Chairperson of the Association Management Committee shall convene a meeting of the Committee within fourteen (14) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- (ii) Failing resolution of the complaint within fourteen (14) calendar days of the meeting of the Association Management Committee, the complaint shall be forwarded to an independent Assessment Committee, composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Employer, and one (1) chosen from a panel of four (4) independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as chairperson.
- (iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment, and shall be empowered to investigate as is necessary, and make what findings as are appropriate under the circumstances. The Assessment Committee shall report its findings in writing, to the parties within twenty-one (21) calendar days following completion of this hearing.
- (b) (i) The list of Assessment Committee Chairpersons is attached as Appendix "B" and forms part of this Agreement.

The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.

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

ARTICLE 18 - MISCELLANEOUS

18.01 The Centre shall provide space on the main bulletin board for the sole use of the Association. Notices that the Association wishes to post must be signed by the representative of the Association designated for that purpose and must be submitted to the Executive Director or his designate. Only notices that have been thus submitted and approved by the Executive Director or his designate will be permitted to be posted.

18.02 The cost of printing this Agreement shall be equally shared between the Association and the Employer.

- 18.03 Pay cheques are to be issued on a regular day of the week, with an itemized statement of all deductions, premiums and changes of increment in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date.
- 18.04 Each nurse shall keep the Employer informed of changes to relevant employment information.
- 18.05 Where a medical exam is required to comply with the statute governing the operation of the Centre, the nurse may choose her personal physician.
- 18.06 Benefits on Early Retirement

The Centre shall endeavour to make provision with its insurer to allow a nurse who hereafter retires early under the terms of the Centre's pension plan, to maintain to age sixty-five (65) at the nurse's full cost, his/her participation in the following group plans:

- i) Extended Health Care, including Vision Care and Hearing Aid Allowance;
- ii) Dental Plan

The nurse will pay the premiums directly to the carrier, and any issues which arise regarding coverage will be issues to be resolved between the nurse and the carrier.

ARTICLE 19 - HEALTH AND WELFARE BENEFITS

- 19.01 The Centre agrees to contribute towards the premium coverage of participating eligible nurses in the active employ of the Centre under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:
- (a) The Centre agrees to contribute Seventy-Five (75%) of the billed premiums towards coverage of eligible nurses in the active employ of the Centre under the existing Extended Health Care Benefits Plan or comparable coverage with another carrier providing for Fifteen Dollars (\$15.00) (single) and Twenty-five Dollars (\$25.00) (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum Sixty Dollars (\$60.00) every 24 months), and hearing aids (maximum Three Hundred Dollars (\$300.00), per person, lifetime).

Replace the current drug plan with a drug plan providing coverage for all drugs that legally require a prescription, including coverage for life sustaining drugs. Formulary drugs and mandatory generic substitutions are required, unless physician prescribes, in writing, no substitution, in which case coverage will be brand name.

Limit private duty nursing to \$10,000 per calendar year.
 - (b) The Centre agrees to contribute one hundred percent (100%), of the billed premiums towards coverage of eligible nurses in the active employ of the Centre under H.O.O.G.L.I.P. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount for the Group Life Insurance to which the nurse is entitled.

- (c) The Centre also agrees to make the Hospitals of Ontario Voluntary Life Insurance Plan (HOOVLIP) available to the nurses subject to the provisions of HOOVLIP at no cost to the Centre.
 - (d) The Centre agrees to contribute seventy-five percent (75%), of the billed premium towards coverage of eligible nurses in the active employ of the Centre under the Dental Plan (based on previous year's ODA fee schedule, example, 1996 ODA fee schedule applicable for 1997 claim).
 - (e) The Centre agrees to pay seventy-five percent (75%) of the billed premiums towards coverage of eligible nurses in active employ of the Centre under the Semi-Private Plan or comparable coverage with another carrier. This will become effective as soon as possible following ratification of this settlement by the nurses.
- 19.02 For newly hired nurses, coverage as set out in Article 19.01 shall be effective the first billing date in the month following the month in which the nurse was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for a nurse occur later than the first of the fourth full month following the month in which the newly-hired nurse was first employed.
- 19.03 The Centre may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby is not decreased. The Centre will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 19.04 All present nurses enroled in the Centre's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New nurses and nurses employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.
- 19.05 The Centre shall continue to pay the premiums for benefit plans for nurses who are on paid leave of absence or Workers' Compensation or at any time when salary is received, or as provided in Article 9.04 or as provided for pregnancy and parental leaves under the Employment Standards Act. Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the layoff does not exceed one (1) year.
- 19.06 (a) The Centre shall provide each nurse with information booklets outlining all of the current provisions in the benefit plans defined in Article 19. Upon request, the Centre will make the Plans available to the Association for inspection.
- (b) The Centre shall notify the Association of the name(s) of the carrier(s) which provide the benefit plans. The Centre shall also provide the Association with a copy of all current information booklets provided to the nurses.
- 19.07 Unemployment Insurance Rebate
- The Short-Term Sick Leave Plan shall be registered with the Unemployment Insurance Commission (UIC). The nurse's share of the employer's unemployment insurance premium reduction will be retained by the Centre towards offsetting the cost of the benefit improvements contained in this agreement.

ARTICLE 20 - ORIENTATION AND INSERVICE

- 20.01 (a) It is agreed that an orientation program will be provided to all new nurses. This program will be reviewed and updated from time to time by members of the Association Management Committee.
- (b) Before a newly hired nurse is assigned to her duties, the Centre will first provide orientation to the Centre and to the Residential Health Office. It is understood that such nurse may be assigned to any tour as part of her orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in this Collective Agreement.
- (c) Where there is a significant change in duties, a request by such nurse for further orientation shall not be unreasonably denied.
- 20.02 Nurses required by the Employer to attend in-service and education programs at Brantwood Centre, whether during or outside of their normal working hours, shall be paid for time in attendance at their regular hourly rate of pay.

ARTICLE 21 - DURATION

- 21.01 This Agreement shall continue in effect up to and including December 31, 1998, 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.
- 21.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

ARTICLE 22 - COMPENSATION

- 22.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix "A" attached to and forming part of this Agreement.
- 22.02 Increases to the salary schedule including the ninth step but excluding percentage in lieu shall be retroactive and apply to all employees in the bargaining unit as of April 1, 1991 on the basis of each hour paid to them from April 1, 1991 to the date the salary rates are increased. Such retroactive pay shall be paid out within three pay periods (approximately six weeks) of the date of the ratification of this settlement by the employees.

Any new employees hired since April 1, 1991 shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. Except as otherwise provided, all other items of the Collective Agreement come into effect the date of the ratification of this settlement by the employees.

The Centre shall be responsible to contact in writing at their last known addresses, any employees who left the employment of the Centre and/or bargaining unit since April 1, 1991 to advise them of their entitlement to any retroactivity adjustment within fifteen (15) days following the date of the ratification of this settlement by the employees. Such employees will have a period of thirty (30) days after the mailing of the notice in which to claim such adjustments, and not thereafter.

- 22.03 (a) A graduate nurse in the employ of the Employer upon presenting proof of current Certificate of Competence by the College of Nurses of Ontario shall be given the salary of the registered staff nurse as provided in this Article retroactive to the date of

successfully passing the certification examination or the date of last hire, whichever is later.

- (b) A registered nurse is required to present to the Director of Residential Services or her designate before February 15th of each year her current Certificate of Competence. Such time shall be extended for satisfactory reasons. Failure to provide proof of certification by the above date (or extended date) shall result in the nurse being reverted to the salary status of a graduate nurse. Reinstatement to the status of registered nurse shall be effective the first pay period following the date of presentation of proof of certification as above.

22.04 Effective January 1, 1992 a nurse shall be paid a shift premium of Fifty Cents (\$0.50) per hour for each hour worked outside the normal hours of the day shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate.

22.05 A nurse who is in charge of the Centre, when there are no supervisory staff present, shall receive One Dollar (\$1.00) per hour, or Seven Dollars and Fifty Cents (\$7.50) per tour in addition to her regular hourly rate and any applicable allowance.

22.06 Recent Related Experience

- (a) Claim for recent related experience, if any, shall be made in writing by the nurse at the time of hiring on application for employment form or otherwise. The nurse shall co-operate with the Centre by providing verification of previous experience so that her recent related experience may be determined and evaluated during her probationary period. Having established the recent related experience, the Centre will credit a new nurse with one (1) annual service increment for every two (2) years of experience up to a maximum of Level 6 (i.e., 5th year increment).

If a period of more than two (2) years has elapsed since the nurse has occupied a Full-Time or Part-Time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Centre. The Centre may also give effect to Part-Time nursing experience in special circumstances.

- (b) Subject to Article 9.04, an increment shall be paid on each nurse's anniversary date of employment.
- (c) A Part-Time nurse whose status is altered to Full-Time will assume her same level on the Full-Time grid. A Full-Time nurse whose status is altered to Part-Time will assume her same level on the Part-Time grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of her last advancement.

22.07 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, or where a nurse alleges she has been improperly classified, 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 review 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 #2 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure it may be referred to Arbitration.

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

- 22.08 Full-Time nurses who are required to wear a uniform will receive a uniform allowance of Ten Dollars (\$10.00) per month.
- 22.09 A nurse shall be paid a weekend premium of Forty-Five Cents (\$0.45) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. If a nurse is receiving premium pay with respect to consecutive weekends worked, she will not receive weekend premium under this provision.
- 22.10 The Employer shall reimburse the nurse at the rate of Twenty-Seven Point Five Cents (27.5) per kilometre for the use of her own vehicle while on the Centre's business.

ARTICLE 23 - HEALTH AND SAFETY

- 23.01 (a) The Centre will notify the President of the Local Nurses' Association of the names of all nurses who go off work to a work related injury or when a nurse goes on LTD.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Centre will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Centre agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

APPENDIX "A" - SALARY SCHEDULES

APPENDIX "B" - CHAIRPERSONS

APPENDIX "C" - O.N.A.'s GRIEVANCE FORM

APPENDIX "D" - LETTER OF UNDERSTANDING RE: PERMANENT SHIFTS

APPENDIX "E" - LETTER OF UNDERSTANDING RE: DIFFERENTIAL

Dated at Brantford, Ontario, this 14th day of June, 1998.

FOR THE EMPLOYER

FOR THE ASSOCIATION

Dianne Belliveau

Raymonde Boileau, ERO

Sylvia Meggs, Contact

LETTER OF AGREEMENT

Between

BRANTWOOD RESIDENTIAL DEVELOPMENT CENTRE
(hereinafter called the Employer)

- and -

ONTARIO NURSES' ASSOCIATION
(hereinafter called the Union)

Subject: PROXY PAY EQUITY

The Employer and the Union agree that the Employer's Pay Equity Schedule "J" obligations are met and all Pay Equity disputes between the parties are resolved as follows:

1. The Employer has incorporated the Pay Equity adjustments into the hourly rate in line with the attached full-time schedule effective on the pay period commencing on or before April 1, 1996.
2. The retroactive portion of the Pay Equity funding will be distributed to all nurses based on the adjustments set out in the schedule for full-time nurses, for all hours paid by the Employer from April 1, 1995, to the date the above adjustment commenced. There will be no RRSP contributions or payment in lieu of benefits paid and/or deducted from the Pay Equity adjustments for the period April 1, 1995 through March 31, 1996. Nurses receiving vacation pay as a percentage of earnings shall be paid vacation pay on their Pay Equity adjustment in line with current vacation pay practices. Such payment may be made by separate cheque or as part of a regular pay as determined by the Employer.
3. The Employer will calculate the retroactive pay owing and issue cheques as soon as practically possible, but no later than six weeks following notification that the employees have ratified this settlement.

Dated at Brantford, Ontario, this 14th day of June, 1998.

FOR THE EMPLOYER

FOR THE ASSOCIATION

Dianne Belliveau

Raymonde Boileau, ERO
Sylvia Meggs, Contact

APPENDIX A - SALARY SCHEDULE

Based on a thirty-seven point five (37.5) hour week:

	<u>March 31/96</u>	<u>+Pay Equity April 1/96</u>	<u>Jan 1/97</u>	<u>Jan 1/98</u>
Start	16.81	17.31	17.40	17.49
1 Year	17.71	18.21	18.30	18.39

2 Years	19.64	20.14	20.24	20.34
3 Years	20.00	20.50	20.60	20.70
4 Years	20.49	20.99	21.09	21.20
5 Years	20.90	21.40	21.51	21.62
6 Years	21.36	21.86	21.97	22.08
7 Years	22.84	23.34	23.46	23.58
8 Years	23.19	23.69	23.81	23.93
9 Years	23.53	24.03	24.15	24.27

Note: The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

A.02 The Graduate Nurse(s) rate of pay shall be Thirty Cents (\$0.30) less per hour than the Registered Nurse(s) rate of pay.

Amendments that are made to the salary grid contained in the Agreement between the Ontario Nurses' Association and the forty-six (46) participating nursing Homes as a result of the January 1, 1993 reopener under that Agreement that becomes effective prior to March 31, 1993 are to be incorporated into the salary grid under Appendix A of this Agreement to be effective on the same date.

APPENDIX "B"

The parties agree that the roster of Article 17 of the Collective Agreement shall consist of the following:

Ms. P. Morden
210 Goodram Drive
Burlington, Ontario
L7L 2J5

Ms. D.W. Wylie
65 Scadding Avenue Apt. 304
Toronto, Ontario
M5A 4L1

Ms. Elizabeth Ada
Consultant Instructional
Technology
Curriculum and Program
Development
Algonquin College of Applied Arts
and Technology
1644 Bank Street
Ottawa, Ontario
K1V 7Y6

Ms. M.L. Peart
Director Of Nursing
St. Joseph's Hospital
Hamilton, Ontario

APPENDIX C - ONA GRIEVANCE FORM

APPENDIX "D"

LETTER OF UNDERSTANDING

Between

BRANTWOOD RESIDENTIAL DEVELOPMENT CENTRE

- and -

ONTARIO NURSES' ASSOCIATION

RE: Permanent Shifts

The parties agree that a nurse on a permanent shift as at March 31, 1989 will not be transferred to another shift and/or will not rotate on shifts except for the purpose of instruction, emergencies, or when regular employees are not available.

Dated at Brantford, Ontario, this 14th day of June, 1998.

FOR THE EMPLOYER

Dianne Belliveau

FOR THE ASSOCIATION

Raymonde Boileau, ERO
Sylvia Meggs, Contact

APPENDIX "E"

LETTER OF UNDERSTANDING

Between

BRANTWOOD RESIDENTIAL DEVELOPMENT CENTRE

- and -

ONTARIO NURSES' ASSOCIATION

The parties agree to protect the Fifteen Hundred Dollars Salary (\$1,500.00) differential of Ms. Sylvia Meggs R.N.

Ms. Meggs R.N. will receive the appropriate wage rate as determined by the calculation of her service and seniority and in addition to that she will receive Fifteen Hundred Dollars (\$1,500.00) per annum.

The Fifteen Hundred Dollars (\$1,500.00) per annum will be paid in twenty-six (26) equal payments of Fifty-Seven Dollars and Sixty-Nine Cents (\$57.69) each and will be in addition to Ms. Meggs biweekly salary.

Dated at Brantford, Ontario, this 14th day of June, 1998.

FOR THE EMPLOYER

FOR THE ASSOCIATION

Dianne Belliveau

Raymonde Boileau, ERO

Sylvia Meggs, Contact