

COLLECTIVE AGREEMENT

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA
HOMES FOR THE AGED
(hereinafter referred to as the "Employer")

And:

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

Expiry Date: December 31, 2009

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THIS AGREEMENT IS ENTERED INTO THIS 31st DAY OF MAY 2009

BETWEEN:

THE REGIONAL MUNICIPALITY OF NIAGARA

(Hereinafter referred to as the "Employer")

And

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as the "Association")

PREAMBLE

Whereas the general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Registered and Graduate Nurses covered by this agreement;

It is recognized that Nurses wish to work co-operatively with the Employer to provide the required resident care;

to provide for the prompt settlement of grievances and for the final settlement of disputes;

and to establish salaries, hours of work, and other conditions of employment;

therefore, the Parties hereto agree as follows:

ARTICLE 1 - RECOGNITION

- 1.01
- (a) The Employer recognizes the Union as the Bargaining Agent for all Registered and Graduate Nurses employed in the Homes for Senior Citizens of The Regional Municipality of Niagara, save and except Nurse Managers and persons above those ranks.
 - (b) Nurses who are in supervisory positions excluded from the bargaining unit 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 to nurses in the bargaining unit.
 - (c) The Employer shall not contract out the work of a bargaining unit Nurse if, as a result of such contracting out, any bargaining unit Nurse other than a casual Nurse is laid off, displaced or loses hours of work or pay. Prior to contracting out any available work, the Employer will first offer the work on the basis of seniority to regular part-time Nurses in the bargaining unit. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision. This clause will 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.

- 1.02 (a) A Registered Nurse is a Nurse who holds a current Certificate of Registration from the College of Nurses in Ontario in accordance with the Regulated Health Professions Act.
- (b) A full-time Nurse is defined as one who regularly works thirty-seven and one-half (37.5) hours per week.
- (c) A regular part-time Nurse is defined as one who regularly works a pre-determined schedule of less than thirty-seven and one-half (37.5) hours per week.
- (d) A causal part-time Nurse shall mean any Nurse who does not come within the definitions in Article 1.02 (b) or (c) above.
- 1.03 All references to officers, representatives, and committee members in this Agreement shall be deemed to mean employees of the Employer and who are officers, representatives, and committee members of the Local 9, Ontario Nurses' Association.

ARTICLE 2 - DISCRIMINATION

- 2.01 There shall be no discrimination on the part of the Employer or the Union by reason of race, creed, colour, marital status, sex, or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment, or by reason of membership in or activities on behalf of the Union.
- For the purposes of this agreement and the benefits contained herein, including insurance coverage, a "common law" relationship is said to exist when an employee has a spousal relationship with another person of the same or opposite sex.
- 2.02 The Union and the Employer agree to abide by the Ontario Human Rights Code.
- 2.03 (a) The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction, or coercion exercised or practiced by any of their representatives with respect to any nurse because of the nurse's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the collective agreement.
- (b) The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on Regional premises or during working hours except with the written permission of the Corporation or as specifically provided for in this Agreement.

ARTICLE 3 – NO STRIKES OR LOCKOUTS

- 3.01 The parties agree that there will be no strikes or lockouts during the term of this Agreement. A "Strike" or "Lockout" shall be as defined in the Labour Relations Act.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the management of the Homes and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer. The Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall and suspend, discharge or discipline Nurses, provided that a claim of suspension, discharge or discipline without just cause may become the subject of a grievance and will be dealt with as hereinafter provided;
 - (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, hours of work, assignments, and methods of performing the work;
 - (d) determine the number of personnel required, the services to be performed, and the methods, procedures and equipment to be used in connection therewith;
 - (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the Nurses, provided that no change in such rules and regulations will be made without prior notice to and discussion with the Union.
- 4.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 5 - REPRESENTATION

- 5.01 The Employer will recognize:
- (a) A Negotiating Committee which shall be composed of four (4) Union members, one of whom shall be the Bargaining Unit President or her designate and whose duties shall be to negotiate renewal agreements. Members of the Negotiating Committee shall be compensated at their regular rate for time spent during scheduled working hours negotiating a renewal of this Agreement. A member shall not be required to work either the night shift or evening shift on the date of negotiations and shall have his or her pay remain whole; that is, a member shall not suffer a loss of compensation as a result of time spent as a member of the negotiating committee.
 - (b) A Grievance Committee, which shall be, composed of three (3) Union members, one of whom shall be the Bargaining Unit President or her designated representative. Members of the Grievance Committee shall be compensated at their regular rate for time spent investigating and servicing grievances during scheduled working hours and for any face to face meetings with the Employer during their non-working hours.
 - (c) Eight (8) Nurse representatives. The Nurse Representatives shall

participate in the processing of grievances, and the Nurse Representative involved in the grievance shall be present at Steps two and three.

- (d) A Nurse-Management Committee composed of up to eight (8) representatives of each of the Parties. The function of this committee will be to promote and provide effective and meaningful communication of information and ideas on matters of mutual concern.

The Committee shall meet at mutually satisfactory times, but not less than once every three (3) months; agendas will be exchanged 72 hours in advance of the meeting; and the Chair shall alternate. It is agreed that grievances will not be discussed at these meetings. Members of the Nurse-Management Committee shall be compensated at their regular rate for time spent during scheduled working hours while attending such meetings.

- (e) The Employer will pay the Bargaining Unit President his or her regular straight time hourly rate for all time spent attending meetings with the Employer outside his or her regular working hours.

- 5.02 The Union will provide the Employer with a list of its officers and Committee members. The Employer will be advised of any changes, additions, or deletions to this list.
- 5.03 It is understood that Union officials 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. It is understood that permission to leave regular work will not be unreasonably withheld.
- 5.04 Union meetings may be held in each Home with the approval of the Director or designate. Requests for such approval shall be submitted in writing.
- 5.05 The Employer and the Union shall establish a joint Occupational Health and Safety Committee in accordance with the provisions of the Ontario Occupational Health and Safety Act. The Committee shall hold meetings as required and all unsafe, hazardous, or dangerous conditions affecting staff and residents, including potential dangers and hazards shall be taken up and dealt with at such meetings. Such committee shall identify and institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to health and safety. Meetings shall take place at times mutually agreeable to both Parties except in case of emergency.
- 5.06 All time spent by a member of the Occupational Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be time worked for which she shall be paid by the Employer at her regular or premium rate, as may be applicable, and she shall be entitled to such time from her work as is necessary.
- 5.07 The Union shall have the right at any time to have the assistance of a representative or consultant of the Ontario Nurses' Association.

ARTICLE 6 – UNION SECURITY

- 6.01 The Employer shall provide the Bargaining Unit President and Secretary of the Union with the names of Nurses within one month of the date of their employment. This list will contain information as to classification, date of hiring, home address, and location of Home employed.
- 6.02 The Employer shall deduct monthly from the pay due to each Nurse who is covered by this Agreement a sum equal to the monthly Union dues of each such Nurse. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Union once each month its cheque for the dues so deducted, along with a list of the Nurses from whose pay deductions have been made including social insurance numbers, and any deletions or additions noted since the previous month. This list will be sorted by employee name alphabetically, by employee status, full-time, part-time and casual. The additions and deletions will include any leave of absence by type, start and end dates and any terminations including the end date.
- The Employer shall provide each Nurse with a statement of dues deductions for income tax purposes (T-4 supplementary slip).
- 6.03 The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 6.04 An officer of the Union or Nurse Representative shall be given an opportunity to interview each newly hired Nurse within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes for the purpose of acquainting the new employee with the benefits and duties of Union membership and her responsibilities and obligations to the Union.
- 6.05 The Corporation will recognize the signing authority deemed by ONA as having full jurisdiction on any or all documents related to bargaining unit matters.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.01 It is the mutual desire of the Parties to this Agreement that grievances be dealt with as promptly as possible, therefore, the following procedures shall apply:
- It is understood that a Nurse has no grievance until she has first given her immediate manager the opportunity of hearing the complaint. A Nurse with the assistance of a Nurse representative, if she so desires, shall discuss a complaint with her immediate manager within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Nurse and failing satisfactory settlement within three (3) days, it shall then be taken up as a grievance within ten (10) days following advice of the immediate manager's decision in the following manner and sequence:
- 7.02 All grievances shall be submitted in writing, or electronically, on an ONA grievance form.
- 7.03 Step One
The Nurse may submit a written or electronic grievance to her immediate manager. The grievance shall be on an ONA Grievance Form and shall identify the nature of the grievance and the remedy sought and shall identify the provisions of the

Agreement which are alleged to be violated. The immediate manager will deliver her or his decision in writing within five (5) days following the day on which the grievance was presented to her or him.

7.04

Step Two

Within five (5) days following the decision in Step One, the grievance may be submitted in writing or electronically to the Administrator of the Home or designate. A meeting will then be held between the Administrator or designate and the Grievance Committee within five (5) days of the receipt of the grievance at Step Two unless extended by agreement of the Parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the employee may be present at the meeting. The decision of the Employer shall be delivered in writing or electronically within five (5) days following the date of such meeting.

7.05

Step Three

If the grievance is still not settled, the grievance may, within five (5) days of receipt of the Administrator's or his representative's decision, be submitted to the Director of Human Resources. A meeting with the Management Committee and the Grievance Committee will take place within ten (10) days of the submission of the grievance. A decision shall be given, in writing or electronically within ten (10) days after the meeting at which it was discussed. A Labour Relations Officer from the Ontario Nurses' Association may attend this meeting.

7.06

If not then settled, the grievance may, within fifteen (15) days of receipt of the decision under Step Three be referred to Arbitration as follows:

- (a) Written notice shall be given to the other party formally stating the subject of the grievance and, at the same time, nominating an Arbitrator. Within (10) days after receipt of such notice, the other party shall name an arbitrator. The Arbitrators representing the two Parties shall meet as soon as possible and will attempt to agree upon a Chairperson of the Arbitration Board and failing such agreement within five (5) days after they have first met, either party may within five (5) days request the Minister of Labour for the Province of Ontario to name a Chairperson. No person shall be selected as a Chairperson who has been directly involved in attempts to negotiate or settle the grievance, or one who has any pecuniary interest in the Employer or the Union.
- (b) As soon as possible after the Arbitration Board has been completed by the selection of a Chairperson, it shall meet and hear the evidence and representatives of both parties, and shall render a decision as soon as possible, the intention being that all decisions shall be given within thirty (30) days after the Arbitration has been completed. The decision of the Arbitration Board shall be final and binding on both Parties to the Agreement, and in the event that it is not possible for the Board to reach a majority decision, then the Chairperson's decision, shall be final and binding.
- (c) The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of the Agreement, or to substitute any new provisions thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitration Board shall have power to vary or set aside the decision of the Committee of Management or any penalty imposed upon the grievor.

- (d) Each of the Parties will bear the expense of its representatives and the Arbitrator appointed by it, and the Parties shall share equally the expenses of the Chairperson of the Arbitration Board.
- (e) Nothing in this Article shall prevent the Parties from agreeing to the appointment of a sole arbitrator that is acceptable to both Parties.

- 7.07 No grievance shall be considered in any step unless it has been carried through all previous steps of the grievance procedure required by this Agreement, unless agreed by both Parties.
- 7.08 If a grievance is not submitted within the time limits provided at each step of the grievance procedure, it shall be deemed to be abandoned.
- 7.09 Within ten (10) days of the event upon which the grievance is based, the Employer or the Union may submit a policy grievance in writing to the other alleging the violation of its rights under this Agreement. Such a grievance shall set out the facts and the Section or Sections of the Agreement claimed to be violated or relied upon and the matter shall be dealt with in accordance with Article 7.06, Step Three of the grievance procedure. A grievance under this Article shall be restricted to matters of policy as between the Employer and the Union and shall not be submitted for the purpose of obtaining any remedy for individual employees.
- 7.10 In this Article the word "days" shall exclude Saturdays, Sundays and paid holidays.
- 7.11 The Parties may agree in writing to waive or extend any of the time limits established in this procedure.
- 7.12 Where a number of Nurses have identical concerns and the Union would be entitled to grieve each separately, a group grievance in writing may be presented to the Director of Human Resources and the Director of Social Services and Senior Citizens Department, or his designate within ten (10) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step Three and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

ARTICLE 8 – DISCIPLINE, SUSPENSION AND DISCHARGE

- 8.01 Whenever the Employer deems it necessary to discipline, suspend, or discharge an Employee, the Employer shall, within five (5) days thereafter give written particulars of such discipline, suspension or discharge to the employee with a copy to the Union.
- 8.02
- (a) Notwithstanding any other provision in this Article, should the Employer discipline, discharge or suspend a Nurse, notification by the Employer to such Nurse shall be made in the presence of the appropriate Nurse representative.
 - (b) The Employer agrees that where a nurse is required to attend a meeting with the Employer that may lead to disciplinary action, it will inform the employee of the purpose of the meeting in advance provided that in the opinion of the Corporation that such information does not compromise the matter.

- 8.03 (a) A grievance claiming unjust discipline other than suspension or discharge shall be submitted in writing to the Administrator of the Home within five (5) days of the date of notification of discipline and shall commence at Step Two of the grievance procedure.
- (b) A grievance claiming unjust suspension or discharge shall be submitted in writing to the Director of Social Services and Senior Citizens and the Director of Human Resources or designates within five (5) days of the date of notification of discipline and shall commence at Step Three of the grievance procedure.
- 8.04 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 the Nurse's record has been discipline-free for one year.
- 8.05 A Nurse shall have the right to make an appointment upon 72 hours notice to the Human Resources Department to have access to and review her Human Resources file in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

ARTICLE 9 – PROBATIONARY PERIOD

- 9.01 Newly hired full-time Nurses shall be subject to a probationary period of four hundred and fifty (450) hours worked and newly hired part-time and casual nurses shall be subject to a probationary period of four hundred and fifty (450) hours worked. During the probationary period, Nurses shall be entitled to all rights and privileges of this Agreement except with respect to discharge. The employment of such Nurses may be terminated at any time during the probationary period without recourse to the grievance procedures, unless the Union claims discrimination as noted in Article Two as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment. Stated probationary periods may be extended with the written agreement of the Nurse, the Union, and the Employer.

ARTICLE 10 - SENIORITY

- 10.01 Seniority lists shall be made available electronically. The seniority dates of full-time and part-time Nurses will be shown on separate lists.
- 10.02 The seniority date for all Nurses shall be the date of commencement of service with the Employer, provided that those employees who were assumed by the Employer as of January 1, 1970, shall retain the seniority dates held by them as of December 31, 1969 with the Municipality, Board or Commission from which they were assumed.
- 10.03 (a) A part-time Nurse will accumulate seniority on the basis of fifteen hundred (1500) hours worked constituting one (1) year of seniority.
- (b) For the purposes of application of seniority, fifteen hundred (1500) hours of part-time seniority shall equal one (1) year of full-time seniority.

10.04

Layoff

- (a) No Nurse may be laid off until she has received thirty (30) working days' notice of layoff, or pay for the balance of the notice period.
- (b) In the event of a proposed layoff of a permanent nature, the Employer will, except in circumstances beyond its control,
 - (i) provide the Local Union with no less than three (3) months' notice of such layoff, or pay the affected nurse for the balance of the notice period, and
 - (ii) meet with the Local Union through the Nurse Management Committee to review any and all matters that relate to the proposed layoff.
- (c) In the event of a layoff, Nurses shall be laid off on the basis of seniority provided that Nurses retained on staff are willing and qualified to perform available work. The Employer will not hire a new Nurse to fill a vacancy if there is a Nurse on layoff who is willing and qualified to perform the normal requirements of the position including hours of work. Where a full-time Nurse is laid off, she can exercise her seniority only to displace a less senior full-time Nurse by making a decision within three (3) working days following date of letter. Where a part-time Nurse is laid off she can exercise her seniority only to displace a less senior part-time Nurse by making a decision within three (3) working days following date of letter.

(d) Job Posting

Any vacancies anticipated to exceed ninety (90) calendar days will be posted, and Nurses, who are not working and deemed laid off, shall have the right to apply for job postings in accordance with Article 13, provided that no more than twenty-four (24) months have elapsed since the Nurses' layoff.

(e) Distribution of Extra Hours

- (i) Nurses, who are not working and deemed laid off, shall receive any extra tours from the Home they were originally laid off from, and shall advise their manager in writing, of their preference of other Home(s) of their choice. The Nurse will be given orientation to the Home(s) of her choice, as required.
- (ii) Nurses, who are not working and deemed laid off, shall notify their manager, in writing, within one (1) week of notice of layoff, which additional Home(s) they are willing to work in, along with any restrictions on the shifts or available days. The notification by the Nurse shall remain valid for six (6) months. Following the six-month commitment period, the laid off Nurse shall advise their manager, in writing, of any changes to their original selection of Home(s), as noted in (c) (i) if applicable.
- (iii) Extra tours to laid-off full-time and part-time Nurses will be offered in accordance with Article 10.04 (c) (i) and (ii) as follows:

Less Than Five Tours - (Part Time)

Tours that become available as a result of short-term replacement absences of less than five tours, shall be distributed to part-time Nurses in order of seniority, as per Article 10.04 (c) (i) and (ii). A part-time laid-off Nurse shall be offered the number of hours they held prior to being laid off, where the manager determines those hours are available in the respective Home. Once tours of less than five have been offered to part-time laid-off Nurses, the balance of tours deemed available by the manager shall be offered to any full-time laid-off Nurse in order of seniority and prior to casual Nurses receiving such hours.

Five Tours or More – (Full-Time)

Tours of a long-term nature of five tours or more, but not anticipated to exceed sixty (60) calendar days, shall be offered to full-time laid-off Nurses in order of seniority, as per Article 10.04 (c) (i) and (ii). A full-time Nurse shall be offered the number of hours they held prior to being laid off, where the manager determines those hours are available in the respective Home. Once these tours have been offered to full-time laid-off Nurses, the balance of the tours deemed available by the Manager shall be offered to part-time laid-off Nurses in order of seniority and prior to casual Nurses receiving such hours.

- 10.05 A Nurse, who accepts a temporary position outside the bargaining unit subsequent to the signing of this agreement, shall have such temporary assignment limited to a period not to exceed twelve (12) months. The Nurse shall return to her former permanent position upon completion of this assignment, if it exists, or exercise their seniority rights in accordance with Article 10.04. Seniority shall be retained but not accumulated during this period.
- 10.06 Any regular full-time or part-time employee within the Corporation who becomes a member of ONA Local 9 as the result of a permanent workplace accommodation due to a disability, shall transfer all accumulated seniority and/or credited service with the Employer to ONA Local 9.

ARTICLE 11 – TRANSFERS BETWEEN PART-TIME AND FULL-TIME POSITIONS

- 11.01 All seniority, illness, vacation and other credits obtained under this Agreement shall be retained and transferred with the Nurse if she changes her status from full-time to part-time and vice versa. A part-time Nurse who changes her status to full-time will be given seniority credit on the basis of fifteen hundred (1500) hours part-time being equivalent to one (1) year of full-time service and vice versa.

ARTICLE 12 – LOSS OF SENIORITY

- 12.01 (a) Seniority shall be retained and accumulated when a Nurse is absent from work under the following circumstances:
- (i) approved leave of absence with pay;

- (ii) when in receipt of sick leave allowance, including Long Term Disability;
 - (iii) when in receipt of Workplace Safety & Insurance Board (WSIB);
 - (iv) when on approved leave of absence without pay, not exceeding thirty (30) continuous calendar days;
 - (v) when absent due to Pregnancy and/or Parental Leave;
 - (vi) when absent due to family medical leave or emergency leave as provided for under Employment Standards Act of Ontario.
- (b) Seniority shall be retained but not accumulated when a Nurse is absent from work under the following circumstances:
- (i) when laid off due to reduction in the nursing staff for a period of twenty-four (24) months;
 - (ii) approved leave of absence without pay exceeding thirty (30) continuous days.
- (c) Seniority shall be lost when a Nurse is absent from work under the following circumstances:
- (i) discharge for just cause;
 - (ii) resignation;
 - (iii) laid off due to a reduction in the nursing staff for more than twenty-four (24) months;
 - (iv) absence in excess of five (5) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible;
 - (v) failure to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Nurse to keep the Employer informed of her current address.

ARTICLE 13 – JOB POSTING

- 13.01 (a) Prior to any appointment to a new or vacant position falling within the scope of this Agreement, the Employer shall post notice of the vacancy for five (5) working days in order that all staff will be aware of the vacancy and be able to make application for the position. The posted notice shall include the location of the vacancy, the unit and shift presently being worked. The Union shall receive a copy of all such notices in all Homes and will receive a copy of the acceptance letter to the successful applicant.
- (b) Applications for job postings shall be submitted to a designated person at

the Home in which the applicant is employed or Human Resources during regular office hours (from 8:30 a.m. to 4:30 p.m.) on a regular working day. Such designated personnel shall issue a signed receipt to the applicant acknowledging having received the application and shall have upon it the time and date upon which the application was received.

Effective the date electronic kiosks are available twenty-four (24) hours per day in each Home and the nurses have received appropriate training, applicants for job postings are responsible for submitting an application to the Human Resources Department within the designated dates and times.

- (c) For the purposes of this Article, working days shall exclude Saturdays, Sundays and paid Holidays.

13.02 In all instances involving promotion, demotion, transfer, the following factors will be considered:

- (a) seniority
- (b) knowledge, qualifications, efficiency and ability to perform the work of the position
- (c) physical fitness to perform the duties of the job

and when factors (b) and (c) are relatively equal, factor (a) shall govern. If senior applicants are refused a position, they will be given the reason for such refusal in writing.

13.03 Part-time Nurses who apply for a posted Nurse vacancy will be considered for such vacancy prior to the hiring of an outside applicant. Where part-time Nurses fill full time temporary vacancies, such nurses shall be considered regular part-time and shall be covered by the provisions of the collective agreement applicable to regular part-time.

13.04 Short-term vacancies of this bargaining unit up to ninety (90) calendar days need not be posted. If the Employer intends to fill the short-term vacancy, the Employer shall appoint a qualified Nurse who indicates an interest. Where no nurse indicates an interest, the Employer has the right to appoint the least senior nurse in that classification.

Short-term vacancies of this bargaining unit over ninety (90) days duration which the Employer intends to fill shall be posted as a temporary position in accordance with Article 13.01.

After twelve (12) months, such temporary vacancy within the bargaining unit which the Employer intends to fill, shall be posted as a permanent position in accordance with Article 13.01, unless otherwise mutually agreed between the Employer and the Union.

A Nurse, who is absent due to illness or leave of absence, shall have the right to return to her former position unless the position has been discontinued or posted permanently, in which case she shall be required to exercise her seniority rights.

Nurses newly hired on a temporary basis to replace Nurses who are on approved

leave may be terminated, and such termination shall not be the subject of a grievance or arbitration. If retained by the Employer as a result of a posted vacancy, the Nurse shall be credited with seniority from date of hire, subject to successfully completing her probationary period. Upon completion of the temporary vacancy, the Employer will return the replacing Nurse to her former position, if it exists, or the Nurse shall be required to exercise her seniority rights.

- 13.05 The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure provided herein has been compiled with and arrangements have been made to permit the Nurse selected to fill the vacancy to be assigned to the job.
- 13.06 When the approval for a transfer has been granted, a date of transfer has been granted, a date of transfer must be set and the Employer shall make every reasonable effort to meet that date of transfer.
- 13.07 If a Nurse posts out of a position within six (6) weeks of working in the position, the vacancy shall not have to be reposted and shall be awarded to the next qualified applicant in the original posting file.
- 13.08 A Nurse selected as a result of a permanent posted vacancy, within the preceding six (6) months need not be considered for a subsequent permanent position competition. However, the above shall not apply to nurses applying for postings within the same home in which they currently work.

ARTICLE 14 – LEAVE OF ABSENCE

- 14.01 The Employer will grant leave of absence without pay and without loss of accumulated seniority, provided that such leave is for good and sufficient reason and can be granted consistent with the requirements of the Employer. Requests shall be in writing and shall be submitted to the Director of Resident Care of the Home at least two (2) weeks in advance of the commencement of the requested leave, unless the circumstances make it impossible to do so. Replies shall be in writing and shall include the reason if the request is not granted. Such leaves shall not exceed two (2) months and shall not be granted during the months of July, August or December, unless in the opinion of the Employer there are exceptional circumstances. Requests for leave of absence shall not be unreasonably withheld.

14.02 BEREAVEMENT LEAVE

- (a) A Nurse will be granted leave of absence with pay on the death of:
- (i) her spouse, common law spouse, same sex spouse, child, grandchild, parent, legal guardian, - up to five (5) days in conjunction with the day of the funeral or a memorial service. A Nurse shall be paid for such of those days as are scheduled working days.
 - ii) Her grandparent, mother-in-law, father-in-law, brother, or sister – up to three (3) days. A Nurse shall be paid for such of those days as are scheduled working days.
 - iii) her brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew and grandparents of spouse – one (1) day if

funeral or a memorial service is held on a regular working day.

Part time Nurses will be credited with seniority and service for all such leave.

- (b) Additional travel time, where required will be provided without pay.
- (c) Where bereavement leave is required during a nurse's approved vacation, the nurse shall be permitted to reschedule those vacation days at a later time.

14.03

PREGNANCY LEAVE

- (a) Pregnancy leave will be granted in accordance with 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 Employer at least four (4) weeks in advance thereof. Upon return from such leave, the Nurse shall be reinstated to her former position, if it still exists, or exercise her seniority rights.
- (d) Nurses newly hired to replace Nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, 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 to a maximum of 30 tours (225 hours for Nurses whose regular hours of work are other than the standard work day).

The Employer 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 Employer may request a Nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) Effective December 1, 1989, on confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer'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 Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eight-four per cent (84%) of her regular weekly earnings, and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and

receipt by the Employer of the Nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the Nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The Nurse 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.

14.04

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 a pregnancy leave under Article 14.03 is eligible to be granted a parental leave of up to thirty five (35) 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 Employer 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 parental leave may be released, and in such release shall not be the subject of grievance or arbitration. If retained by the Employer in a permanent position, the Nurse shall be credited with seniority from the date of hire, subject to successfully completing her probationary period. The Nurse shall be credited with tours worked (hours worked for Nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 9.01 to a maximum of 30 tours (225 hours for Nurses whose regular hours of work are other than the standard work day).

The Employer 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) Effective March 31, 1993, on confirmation by the Unemployment Insurance Commission of the appropriateness of the Supplemental Unemployment Benefit (SUB) Plan, a Nurse who is on parental leave as provided under

this Agreement, who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four per cent (84%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Employer of the Nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits, and shall continue while the Nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The Nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The Nurse 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.

14.05 (a) **UNION LEAVE**

Upon written request of the Union, leave of absence without pay shall be granted for the purpose of attending Union meetings. No more than one (1) Nurse may be absent from any Home at the same time for this purpose and such absence shall not exceed an aggregate of sixty (60) days in any calendar year for all Homes. The Employer will continue to pay the Nurse's salary and benefits and invoice the Union as follows:

-in the case of a full-time nurse, reimbursement shall be at the current hourly rate plus the following payroll related costs (CPP, EI, EHT and WSIB)

-in the case of a part-time nurse, reimbursement shall be at her current hourly rate which includes the percent in lieu plus the following payroll related costs (CPP, EI, EHT and WSIB)

If the leave lasts more than thirty (30) consecutive days, the union will reimburse the Corporation for all payroll related costs including extended health and dental premiums.

(b) **LOCAL COORDINATOR'S LEAVE**

A nurse who is elected as a Local Coordinator of the Ontario Nurses' Association will be granted leave of absence without pay up to a total of thirty-five (35) days annually.

There shall be no loss of seniority for the purpose of salary advancement and vacation entitlement or other purposes 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 Union agrees to reimburse the Employer in the amount of the full costs of such salary and applicable benefits.

Leave of absence for a Local Coordinator of the Ontario Nurses' Association will be separate from the Union's leaves provided in Article 14.05 (a) of this Agreement.

(c) **PRESIDENT'S LEAVE**

Upon application, in writing, by the Union 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 two (2) years. Such nurse may reapply for subsequent two year terms and such application shall not be unreasonably denied. 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 Union agrees to reimburse the Employer in the amount of the full costs of such salary and applicable benefits. The Nurse agrees to notify the Employer of her intention to return to work at least two (2) weeks prior to the date of such return.

(d) **BOARD LEAVE**

A Nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, will be granted such leave of absence as he or she may require to fulfill the duties of the position for a period of two (2) years. Such nurse may reapply for subsequent two year terms and such application shall not be unreasonably denied.

There shall be no loss of seniority for the purpose of salary advancement and vacation entitlement or other purposes 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 Union agrees to reimburse the Employer in the amount of the full costs of such salary and applicable benefits.

Leave of absence for the Board members of the Ontario Nurses' Association will be separate from the Union's leaves provided in Article 14.05 (a) of this agreement.

14.06 **ELECTIONS**

Nurses shall be entitled to time off for the purpose of voting in any Federal, Provincial, or Municipal election or referendum in accordance with legislation applicable to such election or referendum. If the normal hours of employment do not permit this, such additional time shall be given at the convenience of the Employer as may be necessary to provide the required number of hours while the polls are open. The Nurse shall suffer no loss of pay for such absence.

14.07 **EXAMS FOR COURSE OF STUDY**

When it is necessary to take an examination following completion of a course of study, approved through the Employer's Staff Training and Development Policies and Procedures, time off without loss of pay or seniority will be granted, sufficient to take such an examination. Travel or other expenses will not be covered. Application for approval of such courses must be made to the Director of Social Services and Senior Citizens Department.

14.08 **PROVINCIAL CLASSIFIER LEAVE**

Nurses offered assignments as classifiers by the Province will be granted leave of absence without pay consistent with the requirements of the Employer.

The Employer will maintain the Nurse's regular straight time wages, and will provide full accumulation of seniority and service, as well as all other benefits under the Collective Agreement.

14.09 Leave of absence without pay and without loss of accumulated seniority may be granted for the purpose of attending postgraduate courses which, in the opinion of the Director, Social Services and Senior Citizens Department, are related to Geriatric Nursing.

14.10 Unless otherwise provided for in this Agreement and/or by legislation, if a full-time Nurses' absence without pay from the Home including absences under Article 14, Leaves of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority or service for any purpose under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days.

14.11 **QUALIFICATIONS AND EXAMS – COLLEGE OF NURSES**

(a) When required by the College of Nurses of Ontario to update a Nurses' qualifications, the Employer may grant a leave of absence with or without pay, subject to contingency of service requirements.

(b) The Employer will make reasonable effort to accommodate paid time off by granting lieu time or vacation for the purpose of writing exams arising out of the QA Program required by the CNO. In the event the Nurse is scheduled to work the night shift immediately before exams, the Employer will similarly make reasonable effort to accommodate paid time off by granting lieu time or vacation time.

14.12 **PROFESSIONAL AND EDUCATION LEAVES**

(a) Leave of absence with pay or without pay may be granted to Nurses to attend professional and educational meetings, courses or other events which, in the judgment of the Employer, will be beneficial to the Nurses' professional development.

(b) Notwithstanding any other clause contained herein, when a Nurse is required in writing by the Employer to attend meetings, in-service, and other work-related functions outside of her regularly scheduled working hours, she shall be paid for all such time in attendance (not including travel time) at her regular straight time hourly rate of pay to a maximum of 7.5 hours; or at the Nurse's option, shall receive equivalent time off.

14.13 **JURY & WITNESS DUTY**

If a full-time or part-time 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 Home, the Nurse shall not lose regular pay because of such attendance and shall not be required

to work on the day of such duty provided that the Nurse:

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

14.14 **FAMILY MEDICAL LEAVE**

A Nurse is entitled to family medical leave in accordance with the provisions of the Employment Standards Act.

14.15 **CNO/RNAO LEAVES**

- (a) Professional leave without pay will be granted consistent with the requirements of the Employer to full-time and regular part-time nurses who are elected to or appointed to the College of Nurses to attend regularly scheduled meetings of the College of Nurses. Such request shall not be unreasonably denied.
- (b) Professional leave without pay will be granted consistent with the requirements of the Employer to full-time and regular part-time nurses who are elected to or appointed to the Registered Nurses' Association of Ontario to attend regularly scheduled meeting of the board or its provincial committees. Such request shall not be unreasonably denied.

ARTICLE 15 – PAID HOLIDAYS

15.01 The following days shall be recognized as paid holidays:

New Year's Day	Easter Monday	Civic Holiday	Remembrance Day
Family Day	Victoria Day	Labour Day	Christmas Day
Good Friday	Canada Day	Thanksgiving Day	Boxing Day

and one floater, scheduled at mutually agreed upon times.

15.02 (a) A full-time Nurse who works on a paid holiday shall receive time and one-half (1.5) for all hours worked and shall receive equivalent paid time off in lieu of the holiday. Such time off shall be scheduled by the Employer at a mutually agreeable time within thirty (30) days prior to or succeeding the paid holiday.

As of the last pay period in November, equivalent cash payment shall be made for accumulated time in the Nurse's bank with the exception of five (5) days which shall be carried over into the following year.

- (b) A part-time Nurse who works on a paid holiday as defined under Article 15.01 shall receive double time and one-half (2.5) for all hours worked.
- (c) A full-time Nurse who is not scheduled to work on a paid holiday shall

receive normal salary for that day, or equivalent paid time off in lieu of the holiday. Such time off shall be scheduled by the employer at a mutually agreed-upon time within thirty (30) days prior to or succeeding the paid holiday.

- (d) When a holiday falls during a scheduled vacation period, an additional day off with pay will be added to the vacation period.
- (e) Where a Nurse is required to work on a paid holiday and she is required to work additional hours following her full tour on that day, the Nurse shall receive two (2) times her regular salary for such additional hours worked (but no further premium payment for such additional hours).

15.03 Where a part-time Nurse does not work on a paid holiday as set out in Article 15.01, entitlement to such a Nurse who is not scheduled to work on such holiday, shall be subject to the qualifications in Section 26 (1) (a), and (b), (c), (d) of the Employment Standards Act.

ARTICLE 16 - VACATIONS

16.01 All full-time Nurses shall receive an annual vacation with pay based on the length of their continuous service prior to May 31st of the vacation year as follows effective the beginning of the next month following the date of ratification.

Term of Service	Vacation
Less than one (1) year	1.25 days per month (maximum 15)
One (1) year but less than three (3)	Three (3) weeks
Three (3) years but less than thirteen (13)	Four (4) weeks
Thirteen (13) years but less than twenty-four (24)	Five (5) weeks
Twenty four (24) years or more	Six (6) weeks

Nurses shall receive one additional vacation day with pay for each year of service over 30 years.

16.02 Part-time Nurses shall be entitled to an annual vacation in accordance with credited service, with pay calculated at the appropriate percentage of vacationable earnings in the vacation year ending May 31st as follows.

Years of Credited Service As of May 31 of Current Year	Vacation	Vacation Pay
Less than one (1) year	1.25 days for each month worked (maximum 15)	6%
One (1) year but less than three (3)	Three (3) weeks	6%
Three (3) years but less than thirteen (13)	Four (4) weeks	8%
Thirteen (13) years but less than twenty-four (24)	Five (5) weeks	10%
Twenty-four (24) years or more	Six (6) weeks	12%

Two Hundred (200) shifts worked shall constitute one year's service.

Nurses shall receive one (1) additional vacation day with pay for each year of service over thirty (30) years.

16.03 Nurses who have been absent without pay for more than thirty (30) consecutive calendar days for any reason shall receive a pro-rata reduction in their vacation entitlement.

16.04 (a) For the vacation period from December 1st to May 31st, each home shall post a list by October 15th and the Nurse shall indicate by November 1st the vacation period she wishes.

The Director of Resident Care shall post this list of vacation periods by November 15th.

The Director of Resident Care shall then set the vacation periods, taking into account the wishes of the Nurses on the basis of seniority, insofar as the Director of Resident Care considers consistent with the efficient functioning of the department.

(b) For the vacation period June 1st to November 30th, each home shall post a list by April 15th and the Nurse shall indicate by May 1st the vacation period she wishes.

The Director of Resident Care shall post this list of vacation periods by May 15th.

The Director of Resident Care shall then set the vacation periods, taking into account the wishes of the Nurses on the basis of seniority, insofar as the Director of Resident Care considers consistent with the efficient functioning of the department.

For those homes where self-scheduling is the current practice self schedulers shall comply with the dates as above.

16.05 Vacation pay shall be computed so that a Nurse will receive the amount of money normally earned on a regular work schedule.

16.06 When a Nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form part of such Nurse's termination cheque.

16.07 For part-time and casual Nurses, vacation shall be paid with each pay.

16.08 Vacation entitlement for full-time nurses not taken or not scheduled at the request of the nurse as of January 1st of each year shall be assigned by the Corporation, except for five (5) days which shall be carried over into the following year.

ARTICLE 17 – INTEGRATED HEALTH AND DISABILITY INCOME INSURANCE PLAN

17.01 Effective upon ratification of this collective agreement by the principals, or no later than December 31, 1996, any and all prior articles or by-laws, pertaining to an

accumulative sick leave credit plan and lump sum payment or gratuity, are null and void, it being understood that the sick leave disability income protection and outstanding lump sum gratuity credit shall be administered as noted in this article.

- 17.02 The Employer will provide an integrated health disability income protection plan for full-time Nurses as follows:

An Employer-funded short-term disability plan (1-150 days) with coverage based on recognized service time with the Employer, and a long-term disability plan (151st day of disability or expiration of sick leave credits, whichever the greater) and as detailed in the attached Schedule "B".

- 17.03 The number of days or part-days for which a Nurse receives sick pay shall be charged in accordance with Schedule "B" and deducted from her accumulated frozen sick leave credit plan, where not otherwise covered under Schedule "B". Deductions shall be made from accumulated sick leave of all normal working days absent on sick leave (exclusive of holidays) as defined in this Article. All absences due to sickness shall be deducted on a straight time basis and charged to the nearest 1/4 hour. A payment for sick leave will be at the Nurse's basic rate of pay excluding shift, overtime or other premiums. It is understood that it is permissible to have up to six (6) hours of paid leave for medical/dental appointments within the calendar year. Any appointment or combination of appointments exceeding six (6) hours absence will result in a charge to the accumulated frozen sick credits, if available, or charged to the Nurse's lieu or vacation record unless agreed otherwise with the Manager through a temporary flex-time arrangement.

In any event a Nurse's eligibility to receive benefits under the current Integrated Health Disability Income Protection Plan under this agreement and as amended from time to time shall receive an amount which will not be less than the amount required to meet the Employment Insurance Premium Reduction Criteria.

- 17.04 The accumulative sick leave credit plan shall be capped and frozen effective the date of ratification of this collective agreement by the principals, or no later than December 31, 1996, it being understood that each eligible Nurse shall receive a statement from the Employer advising of the number and value of the frozen credits. On an annual basis, the Employer will re-calculate and adjust the number of sick leave credits (days/hours) resulting from any change in rates of pay. The Nurse shall be provided the following options:

- i) Sick Leave Credit Utilization - Frozen sick leave credits may be used by the Nurse to replace or supplement income during illness on the basis that one (1) hours will be charged to sick leave bank for every hour used by the Nurse, to the nearest quarter hour.
- ii) Gratuity Payout - Any Nurse leaving the service of the Employer after December 31, 1996 will receive fifty (50) per cent of the value of the balance of frozen sick leave credits remaining at the time of termination to a maximum payment of six (6) months' salary, payable at the Nurse's regular base rate on December 31, 1996, provided such Nurse has more than five (5) years of service with the Employer as of December 31, 1996.

- 17.05 The Corporation agrees that should any changes be necessary to the Treatment Memorandum form, these changes will not be made without prior consultation with and input from the Union.

- 17.06 A Nurse returning from sick leave of more than one (1) month shall notify the Employer forty-eight (48) hours in advance of her intention to return.
- 17.07 If a Nurse has scheduled vacation and that vacation is interrupted or does not commence because of sick leave requiring hospitalization, bereavement leave (as per Article 14.02), or any other approved leave, there shall be no deductions from vacation credits for part of vacation hospitalized.

By mutual agreement the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date.

ARTICLE 18 – EMPLOYEE BENEFITS

- 18.01 The Employer agrees, during the term of the collective agreement, to contribute towards the premium coverage of participating eligible Nurses in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements, subject to coordination of benefit payments where an Nurse or spouse has coverage under more than one plan:

A. Ontario Health Insurance Plan

The Employer will pay 100% of the premiums for plan A on behalf of eligible full-time Nurses.

B. Semi-Private Hospital Care Benefits

The Employer agrees to contribute 100% of the billed premiums toward coverage of eligible Nurses in the active employ of the Employer under the Greenshield Extended Health Care Plan for Semi Private Hospital Care.

C. Extended Health Care

The Employer agrees to contribute seventy five percent (75%) of the billed premiums toward coverage of eligible Nurses in the active employ of the Employer under the Greenshield Extended Health Care Plan, with the balance of monthly premiums paid by the Nurses through payroll deductions.

Greenshield Extended Health Care Formulary 3 mandatory generic plan (or equivalent) with an annual employee deductible adjusted every January 1, and representing 90 percent of the average total prescription fee paid by the Employer for one prescription drug claim of the bargaining unit for the previous 12-month period, with a cap of \$30 single/\$60 family. Prescription dispensing fee capped at \$7 per prescription. In addition to the standard benefits, coverage will include hearing aids, \$600 per year; and vision care (maximum \$300 every 24 consecutive months for adults/\$150 per year for children as defined by the carrier); and physiotherapy \$8.00 per visit (unlimited visits) Reimbursement provided through provider-paid plan and/or mail order reimbursement for prescription drugs.

\$15 per visit, maximum of 12 visits per calendar year for services of registered masseur, when authorized by an attending physician.

D. Dental

The Employer agrees to contribute 75% of the billed premiums toward coverage of eligible Nurses in the active employ of the Employer under the Greenshield Dental Code 9 Plan, with the balance of monthly premiums paid by the Nurses through payroll deductions.

Greenshield Code 9 Dental Plan or comparable coverage with another carrier (based on the previous O.D.A. fee schedule as amended from time to time) with oral recall examination and preventative recall package of the Dental 9 Plan to be amended to nine (9) months, children 12 years of age or under shall have a six month oral recall and examination and preventative recall package.

The above plan will provide additional coverage to a lifetime maximum of \$2,000 50/50 co-insured as follows:

- Capping and crowns
- Complete orthodontia services

It is agreed that the Employer has the right to change carriers under Plan B, or C, or D, at any time provided no Nurse suffers loss of benefit by such change.

18.02 Full-time Nurses shall participate in a group plan of life and accidental death and dismemberment insurance with the Employer paying 100% of the required premium. Coverage for life insurance shall be equal to one and one-half (1.5) times the annual basic salary or wages to the closest \$500.00.

Coverage for A.D. & D. shall be equal to two (2) times the annual basic salary or wages to the closest \$500.00.

Retired full-time Nurses up to the age of seventy (70) shall have coverage of \$2,000.00.

18.03 The Employer agrees to pay its share of the premiums up to the end of the month in which the sick leave credits are exhausted.

18.04 The Employer will contribute its share of the premiums for all coverage under this article commencing with the first full month following completion of the probationary period, but in no event shall it be beyond the first day of the fourth full month following the month in which the newly hired Nurse was employed.

18.05 Participation for eligible Nurses in the above plans shall be compulsory to the extent that there is no duplication of coverage.

18.06 In addition to the Canada Pension Plan, every new full-time Nurse shall join the Ontario Municipal Employees Retirement System. The Employer and Nurses shall make contributions in accordance with the provisions of the plan.

Nurses who are employed other than full-time shall have the option of enrolling in OMERS under the regulations applicable to such Nurses.

18.07 (a) The Employer agrees to administer a 100% employee premium paid Long Term Disability Plan as described in Schedule "B", it being understood that representatives of the Union will be included in the annual review of Long

Term Disability premium adjustments affecting the Union and the selection of the carrier of the plan. Employee premium payments will be paid through payroll deduction or in accordance with Article 18.09 where applicable.

- (b) The Corporation agrees to provide a wage supplement effective August 1, 1998 to a maximum of the difference (in employee-paid premiums) between the 25 per cent employee share and the revised August 1, 1998 per cent employee share at 55 per cent coverage or the lesser of any subsequent amended premium for a Corporate disability plan.
- 18.08 (a) The Employer will continue its share of payments for the above plans during any period of paid leave including any period when a Nurse is in receipt of Workplace Safety & Insurance Board benefits other than Workplace Safety & Insurance Board permanent loss of earnings.
- (b) Notwithstanding any other article in this agreement, all Employer-paid Employee benefits provided under Article 18.01 and Article 18.02 shall be continued while the full-time nurse is in receipt of LTD, STD, or WSIB benefits other than WSIB permanent loss of earnings to a maximum of thirty (30) months, following which the Employer will remain responsible for its share of the premium for single enrolled benefit coverage. The Employer will pay its share of the premium for the benefit plans to the extent required by the Employment Standards Act for Nurses who are on pregnancy/parental leave or family medical leave or emergency leave.
- 18.09 Where a full-time Nurse has been approved for an unpaid leave of absence or is laid off exceeding thirty (30) calendar days, she may submit written application to the Human Resources Department for continual enrolment in specified employee benefits at 100 per cent of her costs. The Employer shall approve such requests unless precluded otherwise by the policy carrier, subject to the Nurse submitting post-dated cheques covering the first day of benefits entitlement following the initial thirty (30) calendar days leave period. The Employer shall discontinue benefits should a nurse become one month in arrears of payment.
- 18.10 Nurses exercising retirement options under the OMERS 90 Factor shall receive benefits paid by the Employer as follows (integrated with provincial benefit plans for senior citizens):
1. Ontario Health Insurance Plan
 2. Dental and Extended Health Care Plan, combined maximum \$12,500 lifetime for each enrolled member or until the retired Nurse attains 65 years of age, whichever the earlier. (Applies only to Nurses who retire after March 1, 2006)

ARTICLE 19 – HOURS OF WORK

- 19.01 (a) It is understood and agreed that the Home is a twenty-four (24) hours, seven (7) days per week continuous operation and that services must be maintained on a rotating basis. It is agreed that Nursing staff may be required to work three (3) shifts on a rotating basis. A Nurse requesting specific tours on a permanent basis shall be granted such request when possible.

- (b) The regular work day shall consist of seven and one-half (7.5) hours of work exclusive of meal period. Unpaid meal time of thirty (30) minutes shall be scheduled during a Nurse's tour. Should a Nurse be recalled to duty during mealtime, additional time shall be provided later in the tour. It is further understood that any work schedule that constitutes a regular work day to be greater than seven and one-half (7.5) as prescribed under Article 19.06 shall not be considered a violation of this Article.
- (c) Two (2) consecutive days off will normally be scheduled during each work week, however, schedules may provide for as many as seven (7) consecutive days of work as long as four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split.
- (d) Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for change in posted time schedules must be submitted in writing and co-signed by the Nurse willing to exchange days off or tour of duty. In any event it is understood that such change in tour of duty, initiated by the Nurse and approved by the Employer, shall not result in overtime compensation or payment.

19.02 The Employer does not guarantee the above standard hours of work, but before any change is made or new or different shifts are established or changes are made to the start or stop times in Article 19.06(a), there will be prior notice to and discussion with the Union.

19.03 All scheduled shifts for all departments shall be posted two (2) full weeks in advance and shall cover a six (6) week period. Such schedules will show the Nurse's regular days of work, together with regular assigned time off. Once the schedule has been posted, there will be no rearrangement of said schedule without forty-eight (48) hours notice, except in case of emergency or with the agreement of the Nurse(s) affected.

All regular part-time Nurses will be scheduled up to their committed hours by seniority before any casual part-time Nurses are utilized.

When regular part-time Nurses have been given the opportunity to work up to their commitment, the Home will endeavour to offer additional tours to regular part-time Nurses on the basis of seniority, prior to offering tours to casual Nurses, subject to the following:

- (i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Home;
- (ii) A tour will be deemed to be offered whenever a call is placed;
- (iii) It is understood that a Home will not be required to offer tours which would result in overtime premium pay.

19.04 No Nurse shall be required to work a split shift.

19.05 A Nurse reporting for work on her regular shift shall be paid her regular rate of pay for the period worked, with a minimum of four (4) hours' pay.

19.06 (a) Starting and stopping times of regular shifts shall be:

Day Tour	0700 – 1500 Hours
Afternoon Tour	1500 – 2300 Hours
Night Tour	2300 – 0700 Hours

- (b) By mutual agreement of the parties only, tours greater than seven and one half (7.5) hours per day may be developed in order to improve quality of working life, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. The Parties agree that such innovative schedules may be determined by each Home and the Union subject to the following principles:
- (i) These schedules shall pertain to full-time and part-time nurses;
 - (ii) The introduction of such schedules and trial periods, if any, shall be determined by the Parties through a Letter of Understanding. Such schedules may be discontinued by either Party with notice as determined in the Letter of Understanding.
 - (iii) Upon written agreement of the Corporation and the Union, the Parties may agree to amend the collective agreement provisions to accommodate any innovative home schedules.

19.07 During each day tour, there shall be provided two rest periods of fifteen (15) minutes each.

During each afternoon or night tour, there shall be provided one rest period of thirty (30) minutes.

19.08 Regular scheduling may be waived between December 15th and January 15th by mutual agreement to facilitate the granting of Christmas time off.

Requests for time off during this period should be submitted by October 15th and the schedule shall be posted by November 15th.

The Employer will not unreasonably refuse to implement a Christmas/New Year holiday schedule presented by the Union that complies with the provisions of the collective agreement and does not increase the Employer's costs (eg. Through overtime).

19.09 Nurses shall be paid at the rate of one and one-half (1.5) times their normal basic wage rate for all time worked in excess of seven and one-half (7.5) hours per day or seventy-five (75) hours in any two week period. In lieu of such payment, a Nurse may choose to receive time off at the overtime rate. Such time off shall be taken at a mutually agreeable time. As of the last pay period in November, equivalent cash payment shall be made for accumulated time in the Nurse's bank with the exception of five (5) days which shall be carried over into the following year.

19.10 When a full-time Nurse works on her day(s) off, such Nurse will be compensated at the rate of time and one-half (1.5) her regular straight time hourly rate.

19.11 Nurses required to work more than two (2) hours overtime shall be provided with a hot meal or six dollars (\$6.00) if the Employer is unable to provide the hot meal.

- 19.12 The Employer will not assign work contrary to the applicable hours of work provisions of the Employment Standards Act.
- 19.13 The increase or reduction in the duration of a shift as a result of changes in Day Light Saving and Standard Time will not result in the increase or decrease of normal pay for such shift.

ARTICLE 20 – SALARIES AND ALLOWANCES

- 20.01 The Employer shall pay salaries and wages by direct deposit bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement.
- 20.02 All monetary increases shall be paid out in accordance with the Pay Equity Memorandum Agreement between the Parties dated November 15, 2002, based on the pay equity plan of November 3, 1995 (escalator 106.22%).

Summary:

The Parties agree that all future wage increases agreed or awarded are global in nature such that they include economic and pay equity obligations. Negotiated increases shall set a minimum upon which any further increases required to maintain pay equity shall be applied. That is, the cumulative wage increases in any collective agreement will be the minimum the Registered Nurses will receive over the course of the collective agreement and the time they are set to receive them will be the latest that they will in fact receive them.

For further clarity, any future pay equity increases as a result of the male comparator receiving a wage increase will count towards any economic increase agreed or awarded in their collective agreement. As an example, if the Parties agree or are awarded in their collective agreement 3% wage increases in 2003, 2004 and 2005, and their male comparators are given 2% in those years, the employees will receive 2% pay equity in each year and 1%.

The above is to be interpreted in the context of the entire agreement.

ARTICLE 21 - GENERAL

- 21.01 Where possible the Employer will continue to provide separate lounge facilities and change rooms.
- 21.02 The Employer will provide a bulletin board in each Home for the posting of Union notices. All such notices shall be submitted by the Union to the Director, Social Services and Senior Citizens Department or his designate before posting.
- 21.03 A copy of this Agreement will be issued by the Employer to each Nurse now employed and each Nurse employed in the future.

Both Parties agree to pay 50 per cent of the cost of the Collective Agreement to be printed in booklet form and distributed by the Union.

The Union will prepare the draft and final collective agreement documents for proofing and signing purposes.

- 21.04 All newly employed Nurses shall not be assigned responsibilities in a Home until they have received an orientation period of a minimum of four (4) tours on which she will be scheduled to work. Effective August 1, 1990, payment for such orientation will be at the hourly start rate of a Registered Nurse.
- 21.05 A copy of any completed performance appraisal which is to be placed in a Nurse's file shall be first reviewed with the Nurse. The Nurse shall sign such performance appraisal as having been read and shall have the opportunity to add her views to such performance appraisal prior to it being placed in her file. A copy of the performance appraisal will be provided to the Nurse at her request.
- 21.06 Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context so requires.
- 21.07 The last day of the month following the nurse's 65th birthday will be the normal retirement date.
- 21.08 The Employer agrees to pay up to a maximum of one thousand, two hundred dollars (\$1,200.00) per year, including tuition and required text, toward the cost of any academic or technical course of study approved by the Employer for full time and part time nurses. A casual nurse shall only be eligible for the above noted tuition if such nurse has worked a minimum of three hundred and ninety (390) hours during the previous calendar year. Application for approval shall be made by the Nurse as required by the Employer, which shall have the exclusive right to determine whether or not such course is appropriate for the Nurse involved. A response from the Employer to the Nurse shall be within one (1) month of the date of application. If the course is not deemed appropriate, the reason shall be given in writing to the Nurse. The Employer shall also be made and shall advise the Union immediately of any change of policy.
- 21.09 The Corporation acknowledges and understands and will comply with its duty to accommodate under the Ontario Human Rights Code.
- 21.10 Upon written request, the Employer will provide to the Nurse upon termination of employment a letter detailing her or his employment dates and length of services.
- 21.11 Nurses, at their request, will be provided with a copy of their employee health file at no cost to the Nurse in accordance with applicable legislation.
- 21.12 Each nurse shall be responsible to advise her Director of Resident Care or designate and Human Resources of her current mailing address and telephone number and advise of any such changes within seven (7) days of the effective date of the change.
- Each enrolled nurse shall be responsible to advise the Human Resources Department of all dependents or beneficiaries for purposes of benefit eligibility and advise of any such change within seven (7) days of the effective date of the change.
- 21.13 A period of not less than fourteen (14) consecutive days notice is required by the Corporation for a Nurse who resigns from her position.
- 21.14 In order to avoid unnecessary delays in processing retirement requests, a Nurse is encouraged to provide a minimum of six (6) months notice of intent to retire in

writing to the Human Resources Department.

ARTICLE 22 – PROFESSIONAL RESPONSIBILITY

- 22.01 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 or electronically to the Director of Resident Care within five (5) calendar days of the alleged improper assignment. If the issue is still unresolved, it may then be submitted in writing to the Nurse Management Committee within ten (10) calendar days. The Chairperson of the Nurse Management Committee shall convene a meeting of the Nurse Management Committee within ten (10) 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 five (5) calendar days of the meeting of the Nurse Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) Registered Nurses; one chosen by the Union, one chosen by the Employer and one chosen by the other two from a panel of four independent registered Nurses who are well respected within the profession. The member of the Committee chosen from the panel 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 properly assess the merits of the complaint. The Assessment Committee shall report its findings in writing to the Parties within thirty (30) calendar days following completion of its hearing.
 - (b) (i) the List of Chairpersons – Assessment Committee is attached to and forms part of this Agreement.
 - (ii) each party will bear the cost of its own nominee and 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 23 – DURATION OF AGREEMENT

- 23.01 This agreement shall be binding and remain in effect for a period of twenty-four (24) months from January 1, 2008 to December 31, 2009 and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.
- 23.02 Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working

days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both Parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives

this 7th day of February, 2010: 2011

**ONTARIO NURSES' ASSOCIATION
HOMES FOR THE AGED**

Johnne Shannon

John Allan BOP

[Signature]

J. Marchand

**THE REGIONAL MUNICIPALITY OF
NIAGARA**

[Signature]
Peter Partington
(Regional Chair) **Car Burroughs
Regional Chair**

[Signature]
Kevin Bain
(Regional Clerk)

[Signature]
The Deputy
Legal Services

J. Marchand

ONA HOMES FOR THE AGED SALARY GRIDS

January 1, 2008

***PAY EQUITY ADJUSTMENT**

Regular Full Time			
Grade	Steps	Position	Hourly Rate
H20	1	Regular Full Time Nurse	\$26.8000
H20	2	Regular Full Time Nurse	\$27.8303
H20	3	Regular Full Time Nurse	\$29.2218
H20	4	Regular Full Time Nurse	\$30.6829
H20	5	Regular Full Time Nurse	\$32.2170
H20	6	Regular Full Time Nurse	\$33.8279
H20	7	Regular Full Time Nurse	\$35.5193
H20	8	Regular Full Time Nurse	\$37.2952
H20	9	Regular Full Time Nurse	\$39.1600
H20		Regular Full Time Nurse – 25 Yrs of Service	\$39.8061
Regular Part Time - No OMERS			
Grade	Steps	Position	Hourly Rate
H30	1	Regular Part Time Nurse No OMERS	\$30.1500
H30	2	Regular Part Time Nurse No OMERS	\$31.3091
H30	3	Regular Part Time Nurse No OMERS	\$32.8745
H30	4	Regular Part Time Nurse No OMERS	\$34.5182
H30	5	Regular Part Time Nurse No OMERS	\$36.2442
H30	6	Regular Part Time Nurse No OMERS	\$38.0564
H30	7	Regular Part Time Nurse No OMERS	\$39.9592
H30	8	Regular Part Time Nurse No OMERS	\$41.9571
H30	9	Regular Part Time Nurse No OMERS	\$44.0550
H30		Regular Part Time Nurse No OMERS – 25 yrs of service	\$44.7819
Regular Part Time - OMERS Enrolled			
Grade	Steps	Position	Hourly Rate
H30P	1	Regular Part Time Nurse OMERS Enrolled	\$28.8100
H30P	2	Regular Part Time Nurse OMERS Enrolled	\$29.9176
H30P	3	Regular Part Time Nurse OMERS Enrolled	\$31.4134
H30P	4	Regular Part Time Nurse OMERS Enrolled	\$32.9841
H30P	5	Regular Part Time Nurse OMERS Enrolled	\$34.6333
H30P	6	Regular Part Time Nurse OMERS Enrolled	\$36.3650
H30P	7	Regular Part Time Nurse OMERS Enrolled	\$38.1832
H30P	8	Regular Part Time Nurse OMERS Enrolled	\$40.0924
H30P	9	Regular Part Time Nurse OMERS Enrolled	\$42.0970
H30P		Regular Part Time Nurse OMERS Enrolled – 25 years of service	\$42.7916

Pay Equity Notes:

Regular Full Time Nurse Rate – Pay Equity Calculation: NU Grade 5 Job Rate / by 1950 X 1.0622 (escalator)

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ONA Local 9 - Homes
April 1, 2008
Award - 3:25%

Regular Full-Time		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	25 Yrs
Registered Nurse	H20	\$27.6710	\$28.0840	\$29.3643	\$30.8305	\$32.3689	\$33.9899	\$35.6935	\$37.4694	\$39.3486	\$39.9991

Pay Equity Notes:

Regular Full Time Nurse Rate - Pay Equity Calculation: NU Grade 5 Job Rate ÷ by 1950 X 1.0622 (escalator)

New Grade

Effective December 1, 2008 New Grade H21 added. This Grade is used for the nurse Practitioner job.

Part-time & Casual Employees

1) In addition to the hourly rate of pay part-time and casual employees will receive the following:

- a) 6.00% of the hourly rate upon hire
- b) 8.00% of the hourly rate at 3 years
- c) 10.00% of the hourly at 13 years
- d) 12.00% of the hourly rate at 24 years

2) In lieu of Employee Benefits - additional of either 7.50% - OMERS Enroled or 12.50% - No OMERS of the current hourly rate in lieu of employee benefits.

These hourly rate adjustments for both the vacation % entitlement and the % in lieu of benefits will be reflected by two separate lines on the individual pay receipt:

	a-1)	RN Step 9	\$39.3486		a-2)	RN Step 9	\$39.3486
	Vacation	6.00%	2.3609		Vacation	6.00%	2.3609
Benefits OMERS Enroled		7.50%	2.9511	Benefits - No OMERS		12.50%	4.9186
			44.6606				46.6281
			44.6606				46.6281
	b-1)	RN Step 9	\$39.3486		b-2)	RN Step 9	\$39.3486
	Vacation	8.00%	3.1479		Vacation	8.00%	3.1479
Benefits OMERS Enroled		7.50%	2.9511	Benefits - No OMERS		12.50%	4.9186
			45.4476				47.4151
			45.4476				47.4151
	c-1)	RN Step 9	\$39.3486		c-2)	RN Step 9	\$39.3486
	Vacation	10.00%	3.9349		Vacation	10.00%	3.9349
Benefits OMERS Enroled		7.50%	2.9511	Benefits - No OMERS		12.50%	4.9186
			46.2346				48.2021
			46.2346				48.2021
	d-1)	RN Step 9	\$39.3486		d-2)	RN Step 9	\$39.3486
	Vacation	12.00%	4.7218		Vacation	12.00%	4.7218
Benefits OMERS Enroled		7.50%	2.9511	Benefits - No OMERS		12.50%	4.9186
			47.0215				48.989
			47.0215				48.989

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ONA Local 9 - Homes
December 1, 2008
Grade H21 Added

Regular Full-Time		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	25 Yrs
Registered Nurse	H20	\$27.6710	\$28.0840	\$29.3643	\$30.8305	\$32.3689	\$33.9899	\$35.6935	\$37.4694	\$39.3486	\$39.9991
Nurse Practitioner	H21	\$41.5425	\$42.1572	\$42.7811	\$43.4142	\$44.0566	\$44.7086	\$45.3702	\$46.0415	\$46.7230	\$47.4939

Pay Equity Notes:

Regular Full Time Nurse Rate - Pay Equity Calculation: NU Grade 5 Job Rate ÷ by 1950 X 1.0622 (escalator)

New Grade

Effective December 1, 2008 New Grade H21 added. This Grade is used for the nurse Practitioner job.

Part-time & Casual Employees

1) In addition to the hourly rate of pay part-time and casual employees will receive the following:

- a) 6.00% of the hourly rate upon hire
- b) 8.00% of the hourly rate at 3 years
- c) 10.00% of the hourly at 13 years
- d) 12.00% of the hourly rate at 24 years

2) In lieu of Employee Benefits - additional of either 7.50% - OMERS Enroled or 12.50% - No OMERS of the current hourly rate in lieu of employee benefits.

These hourly rate adjustments for both the vacation % entitlement and the % in lieu of benefits will be reflected by two separate lines on the individual pay receipt:

Examples:							
a-1)	RN Step 9		\$39.3486	a-2)	RN Step 9		\$39.3486
	Vacation	6.00%	2.3609		Vacation	6.00%	2.3609
	Benefits OMERS Enroled	7.50%	2.9511		Benefits - No OMERS	12.50%	4.9186
			44.6606				46.6281
b-1)	RN Step 9		\$39.3486	b-2)	RN Step 9		\$39.3486
	Vacation	8.00%	3.1479		Vacation	8.00%	3.1479
	Benefits OMERS Enroled	7.50%	2.9511		Benefits - No OMERS	12.50%	4.9186
			45.4476				47.4151
c-1)	RN Step 9		\$39.3486	c-2)	RN Step 9		\$39.3486
	Vacation	10.00%	3.9349		Vacation	10.00%	3.9349
	Benefits OMERS Enroled	7.50%	2.9511		Benefits - No OMERS	12.50%	4.9186
			46.2346				48.2021
d-1)	RN Step 9		\$39.3486	d-2)	RN Step 9		\$39.3486
	Vacation	12.00%	4.7218		Vacation	12.00%	4.7218
	Benefits OMERS Enroled	7.50%	2.9511		Benefits - No OMERS	12.50%	4.9186
			47.0215				48.989

**ONA Local 9 - Homes
01-Jan-09
Pay Equity Adjustment**

Regular Full-Time		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	25 Yrs
Registered Nurse	H20	\$28.3631	\$28.5936	\$30.0232	\$31.5244	\$33.1006	\$34.7556	\$36.4934	\$38.3181	\$40.2340	\$40.8979
Nurse Practitioner	H21	\$43.6640	\$44.3102	\$44.9660	\$45.6315	\$46.3068	\$46.9921	\$47.6876	\$48.3934	\$49.1096	\$49.9199

Pay Equity Notes:

Regular Full Time Nurse Rate - Pay Equity Calculation: NU Grade 5 Job Rate ÷ by 1950 X 1.0622 (escalator)

New Grade

Effective December 1, 2008 New Grade H21 added. This Grade is used for the nurse Practitioner job.

Part-time & Casual Employees

1) In addition to the hourly rate of pay part-time and casual employees will receive the following:

- a) 6.00% of the hourly rate upon hire
- b) 8.00% of the hourly rate at 3 years
- c) 10.00% of the hourly at 13 years
- d) 12.00% of the hourly rate at 24 years

2) In lieu of Employee Benefits - additional of either 7.50% - OMERS Enroled or 12.50% - No OMERS of the current hourly rate in lieu of employee benefits.

These hourly rate adjustments for both the vacation % entitlement and the % in lieu of benefits will be reflected by two separate lines on the individual pay receipt:

a-1)	RN Step 9	\$40.2340	a-2)	RN Step 9	\$40.2340
Vacation	6.00%	2.414	Vacation	6.00%	2.414
Benefits OMERS Enroled	7.50%	3.0176	Benefits - No OMERS	12.50%	5.0293
		<u>45.6656</u>			<u>47.6773</u>
b-1)	RN Step 9	\$40.2340	b-2)	RN Step 9	\$40.2340
Vacation	8.00%	3.2187	Vacation	8.00%	3.2187
Benefits OMERS Enroled	7.50%	3.0176	Benefits - No OMERS	12.50%	5.0293
		<u>46.4703</u>			<u>48.482</u>
c-1)	RN Step 9	\$40.2340	c-2)	RN Step 9	\$40.2340
Vacation	10.00%	4.0234	Vacation	10.00%	4.0234
Benefits OMERS Enroled	7.50%	3.0176	Benefits - No OMERS	12.50%	5.0293
		<u>47.275</u>			<u>49.2867</u>
d-1)	RN Step 9	\$40.2340	d-2)	RN Step 9	\$40.2340
Vacation	12.00%	4.8281	Vacation	12.00%	4.8281
Benefits OMERS Enroled	7.50%	3.0176	Benefits - No OMERS	12.50%	5.0293
		<u>48.0797</u>			<u>50.0914</u>

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ONA Local 9 - Homes
April 1, 2009
Award - 3.00%

Regular Full-Time		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	25 Yrs
Registered Nurse	H20	\$28.5011	\$28.9265	\$30.2452	\$31.7554	\$33.3399	\$35.0096	\$36.7643	\$38.5935	\$40.5290	\$41.1990
Nurse Practitioner	H21	\$43.9839	\$44.6349	\$45.2955	\$45.9659	\$46.6462	\$47.3366	\$48.0372	\$48.7482	\$49.4697	\$50.2860

Pay Equity Notes:

Regular Full Time Nurse Rate - Pay Equity Calculation: NU Grade 5 Job Rate ÷ by 1950 X 1.0622 (escalator)

New Grade

Effective December 1, 2008 New Grade H21 added. This Grade is used for the Nurse Practitioner job.

Part-time & Casual Employees

1) In addition to the hourly rate of pay part-time and casual employees will receive the following:

- a) 6.00% of the hourly rate upon hire
- b) 8.00% of the hourly rate at 3 years
- c) 10.00% of the hourly at 13 years
- d) 12.00% of the hourly rate at 24 years

2) In lieu of Employee Benefits - additional of either 7.50% - OMERS Enroled or 12.50% - No OMERS of the current hourly rate in lieu of employee benefits.

These hourly rate adjustments for both the vacation % entitlement and the % in lieu of benefits will be reflected by two separate lines on the individual pay receipt:

	a-1)	RN Step 9	\$40.5290		a-2)	RN Step 9	\$40.5290
	Vacation	6.00%	2.4317		Vacation	6.00%	2.4317
Benefits OMERS Enroled		7.50%	3.0397	Benefits - No OMERS		12.50%	5.0661
			46.0004				48.0268
	b-1)	RN Step 9	\$40.5290		b-2)	RN Step 9	\$40.5290
	Vacation	8.00%	3.2423		Vacation	8.00%	3.2423
Benefits OMERS Enroled		7.50%	3.0397	Benefits - No OMERS		12.50%	5.0661
			46.811				48.8374
	c-1)	RN Step 9	\$40.5290		c-2)	RN Step 9	\$40.5290
	Vacation	10.00%	4.0529		Vacation	10.00%	4.0529
Benefits OMERS Enroled		7.50%	3.0397	Benefits - No OMERS		12.50%	5.0661
			47.6216				49.648
	d-1)	RN Step 9	\$40.5290		d-2)	RN Step 9	\$40.5290
	Vacation	12.00%	4.8635		Vacation	12.00%	4.8635
Benefits OMERS Enroled		7.50%	3.0397	Benefits - No OMERS		12.50%	5.0661
			48.4322				50.4586

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SCHEDULE "A"

It is understood and agreed that casual part-time Nurses shall progress from the "start" rate on the basis of hours worked in the employment of Regional Niagara whereby 1,500 hours constitute one year.

The daily rate of pay for part-time Nurses shall be calculated on the following formula:

$$\frac{\text{Applicable Monthly Rate of the Full-Time Classification} \times 12}{260} + 12.5\%$$

Effective the first month following ratification, in lieu of benefits for part time and casual Nurses, an additional 12.5% or 7.5%, whichever is applicable, of the Nurses current full time hourly rate shall be paid in lieu benefits and shall be reflected as a separate amount on the Nurse's pay advice.

For the purpose of clarification, the percentage is in lieu of the following fringe benefits which are paid to full time Nurses in whole or in part by the Employer:

OHIP, Semi-Private coverage, Extended Health Care coverage, Dental Plan, Life Insurance, Sick Leave Plan, Long-Term Disability Insurance and Pension Plan.

All other monetary entitlements shall apply to part-time Nurses. It is understood that the above percentage in lieu of benefits is included in the wages of a part-time Nurse.

In the event any part-time Nurse participates in the Ontario Municipal Employees Retirement System Pension Plan (OMERS), that Nurse's daily rate of pay in lieu of fringe benefits shall reduce from 12.5% to 7.5% effective August 1, 1997.

1. Increments shall be effective on the Nurse's anniversary date subject to the provisions of Article 14.08.
2. Experience
Starting salaries of nurses hired after the signing of this Agreement shall include recognition of related experience in full-time and part-time nursing service to the applicable level on the salary schedule at the rate of one (1) increment for each continuous year of long term care, or other recent related nursing service at the time of hire, provided that:
 - (a) such service is documented to the satisfaction of the Employer, and;
 - (b) a period of not more than two (2) years has elapsed since the nurse has occupied a nursing position. If more than two (2) years has elapsed, the number of increments to be paid, if any, shall be at the discretion of the Employer;
 - (c) the formula for determining equivalent full-time service shall be 200 tours (1500 hours) equals one (1) year;
 - (d) the Nurse shall be responsible for providing to the Employer written proof of past service and related experience.
3. In case of promotion, the starting salary shall be the corresponding step in the new scale and the same anniversary date shall be retained.
4. When the principal duties of a classification covered by this Agreement are changed or when a new classification appropriately covered by this Agreement is established, notification will be forwarded to the Union and the salary for the new classification shall be

negotiated. If the Parties are unable to agree, the arbitration provisions of this Agreement will apply.

5. Shift Premiums

Effective April 1, 2009 tour differential of one Dollar and forty cents (\$1.40) for each hour worked on the afternoon and one Dollar and forty-five cents (\$1.45) for each hour worked on night tour.

6. Nurses who change their status from full-time to part-time and vice versa will maintain their same level on the salary grid. In addition, a Nurse who is so transferred will receive full credit for service accumulated since date of last advancement.

7. Responsibility Allowance

(a) Where the Employer temporarily assigns a registered staff Nurse to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of more than one full tour, at times when the incumbent in any such classification would otherwise be working, she shall be paid a premium of \$10.00 per complete tour for such duty. The Employer agrees that it will not make work assignments which will violate the purpose and intent in this provision.

(b) where there is an absence of Nursing Management in a Home, a Nurse shall be assigned the responsibility of being "in charge" and shall receive an allowance of one dollar and fifteen cents (\$1.15) per complete hour of "in charge" assignment effective April 1, 2009.

8. Weekend Premium

Effective April 1, 2009, a Nurse shall be paid a weekend premium of one dollar and forty-five cents (\$1.45) per hour for all hours worked between 2330 hours Friday and 2330 hours Sunday.

SCHEDULE "B"

INTEGRATED HEALTH DISABILITY INCOME INSURANCE PLAN

THE ONTARIO NURSE'S ASSOCIATION - HOMES FOR THE AGED

100%	Nurse receives 100% of salary	Nurse can top up with sick leave credits at 25% of salary	Nurse will use sick leave credits at 100% of salary before going to EI	Nurse continues to access sick leave credits at 100% until all credits have been exhausted THEN 100% Nurse-paid LTD At 55% Basic Salary
75%		Nurse receives 75% - 100% of salary based on sliding scale	EI	
50% 0%				
Working Days	0 - 5 days	6 - 75 days	76 - 150 days	151 st day
Working Weeks	1 working week	14 weeks	15 weeks or expiration of sick leave credits	31st week or expiration of sick leave credits

LENGTH OF SERVICE	100% PAY	75% PAY
Less than 3 months	0 weeks	0 weeks
3 months but less than 3 years	1 week	13 weeks
3 years but less than 5 years	3 weeks	11 weeks
5 years but less than 7 years	6 weeks	8 weeks
7 years but less than 9 years	9 weeks	5 weeks
9 years but less than 10 years	12 weeks	2 weeks
10 years or more	14 weeks	0 weeks

SCHEDULE "B"**THE REGIONAL MUNICIPALITY OF NIAGARA
REGION OF NIAGARA HOMES FOR THE AGED**

and

THE ONTARIO NURSE'S ASSOCIATION**HOMES FOR THE AGED****INTEGRATED HEALTH DISABILITY INCOME INSURANCE PLAN****Introduction**

The Regional Municipality of Niagara provides two integrated periods of health disability income protection for full time Nurses: short term and long term disability benefits.

Plan Highlights

During the first five (5) working days of absence due to disability, per calendar year based on 37.50 hours per week as per your respective collective agreement, the Employer pays 100% of base salary, regardless of the number of absences due to disability in the calendar year.

As of the sixth (6) working day and extending to the seventy-fifth (75) working day of absence due to disability (week 2 to week 15), the Employer pays the base salary as per the sliding scale under Schedule "B" of the collective agreement and the Nurse shall use existing sick credits, if available, to top up to an upset maximum of 100% of base salary with offsetting charges to the Nurse's sick leave bank.

After the seventy-fifth (75) working day of absence due to disability (15th week) of absence, the Nurse shall:

- access existing sick credits at 100% base salary regular earnings until exhaustion;
- access sick pay benefits provided by the Employment Insurance Commission, if required, to a maximum number of weeks determined by the Employment Insurance Commission.

After the one hundred and fiftieth (150) working day of absence due to disability (30 weeks), the Nurse may be eligible to qualify for Long Term Disability (LTD) benefits as per Schedule "B" of the collective agreement.

Eligibility for Disability Benefits

If you are disabled as a result of illness or injury, excluding compensable accidents such as those covered by Workers' Compensation, you will receive disability benefits that are paid by your Employer. You are eligible for sick pay benefits upon completion of your probationary period.

Recurrence of Disability

When you return from an absence due to disability for three (3) continuous weeks and perform your regular duties, your benefit period of fourteen (14) weeks of base salary as per the sliding scale will be reinstated in full. However, if within three (3) regular work weeks of performing your regular duties following your return to work, you are disabled from the same or a related cause,

only the remainder of the fourteen (14) calendar week benefit period will apply.

If, within three (3) regular work weeks following your return to active work, you become disabled from an unrelated cause of illness or injury, your benefit period of fourteen (14) calendar weeks of base salary as per the sliding scale will be reinstated in full.

If you are absent from regular work and a new disability occurs, your benefits period of fourteen (14) calendar weeks of base salary as per the sliding scale will continue until expiration.

GLOSSARY OF DEFINITIONS

Absence Due to Disability	When an illness/accident has occurred which is not WCB compensable which prevents a Nurse from attending and performing his regular duties.
Absence/Authorized	An absence where the Nurse is away from work as entitled by law or under the terms of the collective agreement. These absences are defined as: vacations/holidays, floating days, lieu time, overtime days, compassionate leave, witness/jury duty, authorized leave without pay (ALWOP), maternity or parental leave, suspension, union business, or temporary layoff.
Absence/Unauthorized	An absence where the Nurse fails to report for work and fails to notify her manager or delegate according to her collective agreement and/or established procedures. These absences may be subject to disciplinary action.
Actively at Work/Active Work	Where a Nurse attends at her regular occupation and is able to perform all the regular duties of her occupation.
Base Salary	Hourly rate as per the collective agreement times full-time hours per week. (e.g. 37.50 hours per week x 52 weeks = 1,950 hours per year x hourly rate)
Calendar Year	January 1 - December 31 inclusive.
Continuous Service	A period of unbroken employment with the Region of Niagara, plus any additional eligible service as a result of transfer from another participating Employer including: vacation days and holidays granted temporary layoffs interruptions of services as approved by the LTD carrier where applicable authorized absences
Disability	When a Nurse has a medically determinable physical or mental impairment due to injury or disease which prevents her from performing the duties of her occupation.
Earnings	Base salary as previously defined, excluding overtime, premiums, or any other compensation.
Existing Sick Credits	Those earned sick day credits accumulated through the course of employment up to and including the effective date of ratification of the collective agreement.
Illness	When a Nurse becomes disabled due to non-occupational illness/injury and is unable to perform the essential duties of her regular work.
Long Term Disability	An absence resulting from non-occupational or occupational illness/injury as determined by a qualified health care provider which renders a Nurse totally disabled and unable to attend regular work. A Nurse may qualify for Long Term Disability (LTD) benefits defined by the LTD carrier after the one hundred and fiftieth (150) working day of absence due to disability (30 weeks) and expiration of existing sick leave credits, whichever is greater.

Modified Work	<p>Any job, task, function or combination thereof that a Nurse with temporary or permanent partial disability may perform safely without unreasonable risk re-injury or unreasonable risk to others. Modified work may be either temporary or permanent in nature.</p> <p>Modified work may be available where an Nurse can perform: her regular duties for shorter or alternate hours; part of her regular duties for regular, shorter or alternate hours; alternate duties for regular, shorter or alternate hours.</p>
Regular Duties	Where a Nurse is able to perform the essential duties of her regular occupation.
Short Term Disability	An absence where the Nurse notifies her manager or delegate that she is unable to work due to non-occupational illness/injury on the first day of absence and extending no longer than the seventy-fifth (75) day (15 weeks). Payment of short term disability (STD) benefits will be authorized by the manager.
Working Day	Regularly scheduled shift.

LETTER OF UNDERSTANDING # 1

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

And:

ONTARIO NURSES' ASSOCIATION

HOMES FOR THE AGED

Re: Article 19 – Hours of Work – Full-Time Nurses – Hours Averaging Scheduling

The parties agree that when a schedule for full-time nurses in a home requires nurses to work more than 37.5 hours in a week but work a total of 75 hours over a two week period, the articles listed below shall be applied as follows:

1. Article 10 - Seniority

When a full-time nurse who is working a schedule as noted above is laid-off, then the distribution of extra hours of work to such nurse shall be as if the nurse was not working the above noted schedule and therefore will be 37.5 hours per week.

2. Articles 14.03 & 14.04 – Pregnancy Leave and Parental Leave

When a nurse who is working a schedule as noted above commences a pregnancy or parental leave, for the purposes of calculating supplementary unemployment benefits, regular weekly earnings shall be based on standard hours of 37.5 regardless of hours worked each week.

3. Article 16 - Vacations

When a nurse takes vacation, such vacation shall be deducted on an hour for hour basis. For example, when a nurse takes vacation on the week in which (s)he is to work 45 hours, then 45 hours shall be deducted from her/his vacation bank.

4. Article 17 – Integrated Health Disability Income Insurance Plan

When a nurse is absent and eligible for payment, under this article, such deductions shall be based on an hour for hour basis. For example, when a nurse takes one sick leave day in the week in which (s)he is to work 45 hours, then 7.5 hours shall be deducted from her/his sick leave plan, if the nurse takes the full 45 hours sick leave in the week (s)he works 45 hours, the 45 hours shall be deducted from her/his sick leave plan.

5. Article 19 – Hours of Work

Overtime hours shall be calculated and paid in accordance with the Collective Agreement, Article 19.09.

6. The Parties agree that any other articles in the Collective Agreement not mentioned in this letter of understanding that could be affected as a result of the hours averaging schedule for full-time nurses be applied on an hour for hour basis.

- 7. It shall remain the nurses responsibility to contact payroll with respect to making arrangements for additional tax deductions from their paycheque.
- 8. Either party may review and discontinue the hours averaging schedule with 30 days notice.

Dated at Thorold, Ontario, this 24th day of August, 2010.

FOR THE REGION

[Signature]

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[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING # 2

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

And:

ONTARIO NURSES' ASSOCIATION

HOMES FOR THE AGED

Re: RN Staffing

The Corporation will maintain at least the equivalent to the bargaining unit RN staffing hours each week that was in effect as of December 9, 2002 for the duration of this collective agreement (i.e. Until December 31, 2007) unless the Corporation cannot reasonably maintain this commitment due to a decrease in Provincial funding or a decrease in the number of beds in which latter case the ratio of RNs to beds will be maintained.

Dated at Thorold, Ontario, this 24th day of August, 2010.

FOR THE REGION

[Signature]

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FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

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LETTER OF UNDERSTANDING # 3

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

And:

ONTARIO NURSES' ASSOCIATION

HOMES FOR THE AGED

Re: Educational Bonuses for Recognized Nursing Courses

(a) In addition to the salaries prescribed, the Employer will pay the monthly bonuses set forth hereunder to all Nurses, subject to the following conditions;

- (i) Proof of the degree or certificate from a school of recognized standing must be submitted by the Nurse to the Director of Resident Care
- (ii) payment of the bonus shall commence the first of the following month from when the Director of Resident Care has approved the required proof of standing, except that a newly hired Nurse who is qualified for an education bonus on her date of hiring shall be paid from that date.
- (iii) A Nurse must have worked during the month in order to be eligible for the monthly bonus.

(b) Monthly Education Bonus

Approved & Completed current Gerontology Certificate	\$15.00/ month
Approved & Completed Dementia Care Certificate	\$15.00/ month
Approved & Completed Certificate in Nursing Unit	
Administration Certificate	\$15.00/ month
Baccalaureate Degree in Nursing	\$25.00 /month

It is understood that the monthly education bonus for a Baccalaureate Degree in Nursing shall only apply to Nurses who hold such a degree and are in receipt of such payment as of January 19, 2005.

Dated at Thorold, Ontario, this 24th day of August, 2010.

FOR THE REGION

[Signature]

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[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

[Signature]

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LETTER OF UNDERSTANDING # 4

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

And:

ONTARIO NURSES' ASSOCIATION

HOMES FOR THE AGED

Re: Baccalaureate Degree

Subject to mandated requirements of obtaining a Baccalaureate degree in Nursing:

Notwithstanding the level of entry to practice (baccalaureate degree in Nursing which will become effective in 2005), the Corporation will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

Registered Nurses on staff shall not be terminated by the Corporation for failing to obtain a University degree.

Registered Nurses without a degree may be allowed to transfer from full time to part time and vice versa, and a degree alone shall not be sufficient reason to deny a request to transfer.

It is understood that if the Corporation posts a position requiring a degree as a basic requirement, full time and part time Registered Nurses currently on staff shall not be denied the right to apply.

Dated at Thorold, Ontario, this 24th day of August, 2010.

FOR THE REGION

[Signature]

[Signature]

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FOR THE UNION

[Signature]
Labour Relations Officer

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LETTER OF UNDERSTANDING # 5

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

And:

ONTARIO NURSES' ASSOCIATION

HOMES FOR THE AGED

Re: Prepaid Leave

The following terms and conditions shall apply to a plan for Nurse financed leaves to be instituted by agreement between the Parties.

1. A Nurse and the Corporation may enter into an agreement whereby the Nurse may request and the Employer shall grant a leave of absence during which the Nurse would be paid from accumulated funds deducted from his/her pay plus accrued interest on a four (4) for five (5) plan. Whereby, the Nurse receives four-fifths (4/5) salary in the 1st, 2nd, 3rd, and 4th years. One fifth (1/5) salary is deducted in each of the 1st, 2nd, 3rd, 4th year and placed in trust for the leave in the 5th year.
2. The granting of such leaves shall be at the sole discretion of the Corporation having due regard for work requirements and shall not result in an increase in cost to the Corporation.

Applications from Nurses wishing to enter into an agreement with the Corporation on such leave must be in writing no less than 30 working days in advance of the intended commencement of the wage deferral program.

3. Monies deducted under any of the options in (1) above shall be deposited on behalf of the Nurse in the financial banking institution and shall accrue interest at prevailing rates as allocated by receiving agency.
4. Deduction in accordance with the selected option shall be made from the prevailing salary in each year of the option agreement. The accumulated amount including accrued interest shall then be paid out to the Nurse in weekly installments in the year of the leave. Payments will be made on the normal pay dates of the pay schedule for that year.
5. Salaries in each year of the option plan except the year of the leave shall be subject to the full deductions for income tax and OMERS with full service being credited for each year. The year of the leaves does not constitute a year of service but may be purchased by an Nurse on his/her return from the leave as a year of broken service. Purchase of broken service shall be in accordance with the rules and regulations of OMERS at the time of purchase and shall be at the total expense of the Nurse.
6. The Nurse's seniority shall continue to accumulate during the year of the leave.
7. Where the leave has been granted the Corporation shall post the vacated position as a temporary one and the vacancy shall be filled in accordance with the Collective

Agreement. The Corporation shall reinstate the person on leave in the same or a similar position to the one they left. The Nurse taking the leave shall be advised of his/her position status at the beginning of his/her leave and advised to consult with the Union. The replacement Nurse shall be advised of the temporary nature of his/her position upon his/her appointment to that position.

- 8. In the event that the position of the person on leave ceases to exist by reasons of staff reduction or organizational changes requiring layoff, then the leave plan ceases and the funds accumulated together with accrued interest shall be paid out to the Nurse concerned in a manner agreed to by both Parties.
- 9. In the event of death of the Nurse, all remaining funds plus accrued interest shall be payable to the Nurse's estate or designated beneficiary.
- 10. Should the Nurse requesting the leave resign his/her position before taking the leave, all accumulated funds and accrued interest shall be paid to him/her in a manner agreed to by the Parties at the time of his/her termination and the Corporation shall be relieved of any and all obligation to the Nurse at that time.
- 11. An Nurse on an employee financed leave who decides that he/she will not be returning to employment with the Corporation shall notify the Employer as soon as possible of his/her decision and in any event no later than two (2) weeks prior to the date of his/her return.

On such termination all rights, benefits and seniority shall cease at the end of the month in which the termination occurs.

Employee benefits under Article 18 as held by the Nurse in the year prior to the leave may be continued subject to the approval of the carriers concerned. The cost of premiums for such benefits while on an employee financed leave shall be the responsibility of the Nurse.

Dated at Thorold, Ontario, this 24th day of August, 2010.

FOR THE REGION

FOR THE UNION

[Signature]

[Signature]
Labour Relations Officer

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LETTER OF UNDERSTANDING # 6

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

And:

ONTARIO NURSES' ASSOCIATION

HOMES FOR THE AGED

Re: Job Sharing

The Parties recognize and agree to the following:

- That the job sharing position(s) will only be permitted in a Home if the Union and the Employer agree to such position(s)
- That the schedule to be worked by the job shares shall equal one (1) full-time position
- That there will be no more than one job sharing position in each Home
- That this Letter of Understanding forms part of the collective agreement
- That the Collective Agreement shall be in effect except as modified below;

1. Implementation of Job Sharing

- (a) Job Sharing shall be considered on a job by job basis and shall be initiated through a written application by the incumbent in a permanent full-time position to the Director of Resident Care. The incumbent in a permanent full-time position fills one part of the job sharing. The other half of the job sharing position will be posted and selection shall be made in accordance with the Collective Agreement.
- (b)
 - (i) When more than one (1) Nurse wishes to job share, written application by the incumbents in the permanent full-time positions must be submitted to the Director of Resident Care.
 - (ii) Consideration on the job-sharing request shall be done on a job by job basis and one of the full time positions shall become a job shared position. The full time Nurse with the most seniority shall be granted one of the job shared positions and the other half of the job shared position shall be posted and selection shall be made in accordance with the collective agreement.
- (c) When a full-time position has been posted in accordance with the Collective Agreement and there are no successful applicants, a job sharing position may be posted and selection shall be made in accordance with the Collective Agreement. This clause will only apply if this job sharing position is the one job sharing position for that Home.

- (d) The duties performed, or responsibilities of other staff members, shall not be altered or changed to accommodate the job sharing position(s).
- (e) It shall be the responsibility of each job sharer to communicate all pertinent information to each other and to keep informed of current workplace communications and activities.

2. Status of Job Sharers

Upon entering a job sharing partnership, each Nurse's status shall be considered as regular part time and shall be covered by the part time provisions of the Collective Agreement unless noted herewith in this Letter of Understanding.

3. Hours of Work, Paid Holidays, Extra Hours and Absenteeism Coverage

- (a) Total hours worked by one pair of job sharing partners shall equal one (1) full-time position with the expectation that each partner shall work at least thirty percent (30%) of the available time (i.e. 3 days/2 days; but not less than 8 days per month). The division of hours of work shall be determined by mutual agreement between the two (2) Nurses and their Manager. The Manager shall be notified in writing at least two (2) weeks in advance regarding any changes to prescheduled shifts.
- (b) Job sharers shall not be required to work, in total, more paid holidays than would one (1) full-time Nurse, unless mutually agreed otherwise.
- (c) Scheduling coverage over Christmas and New Year's shall be in accordance with the full-time scheduling provisions of the Collective Agreement.
- (d) Job sharers shall be offered extra hours of work only after regular part time and casual part time nurse have been offered extra hours in accordance with Article 19.03.
- (e) Job sharers shall endeavour to cover their partner's, planned leaves of absence and incidental leaves, including illness. Job sharers shall be required to cover their partners' vacation unless there are extenuating circumstances. These arrangements shall be made in consultation with the Director of Resident Care to ensure reasonable notice to all Parties. This coverage shall occur without a change in employment status. Job sharers shall not be expected to cover for their partner in cases of temporary absence exceeding six (6) weeks.

4. Vacant Job Sharing Position

- (a) If one (1) of the job sharers leaves the partnership, the vacant half of the job sharing position shall be posted and selection shall be made in accordance with the Collective Agreement.
- (b) If the vacant half of the position is not able to be filled than the shared position shall revert to a full-time position and posted and selection shall be made in accordance with the Collective Agreement. The remaining nurse shall vacate the position. She/he has the option of either applying for the full time position, exercising her/his seniority rights in accordance with Article 10.04 of the collective agreement or accepting a casual position, if such a position exists.

5. Termination of Job Sharing

- (a) The job sharing may be terminated by either the Employer or the Union on sixty

(60) days written notice to the other Parties indicating the reason for discontinuance of the job sharing. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

(b) The former job sharer(s) may elect to exercise one the following options:

(i) revert to his/her former full time position, if the job sharer is the original sharer as per 1(a).

(ii) apply for any vacant positions with the selection made as per collective agreement.

(iii) exercise his/her seniority rights in accordance with Article 10.04 of the collective agreement.

(iv) accept a casual position, if such a position exists.

Dated at Thorold, Ontario, this 24th day of August, 2010.

FOR THE REGION

FOR THE UNION

[Signature]

[Signature]
Labour Relations Officer

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LETTER OF UNDERSTANDING # 7

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

And:

ONTARIO NURSES' ASSOCIATION

HOMES FOR THE AGED

Re: Scheduling

Further to our discussions on this matter, this will serve as a Letter of Understanding between the Parties such that the Employer shall make every effort to accommodate scheduling preferences in accordance with the staffing needs of the Employer and taking into account the preference of the majority of Nurses in each Home.

Dated at Thorold, Ontario, this 24th day of August, 2010.

FOR THE REGION

FOR THE UNION

[Signature]

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Labour Relations Officer

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LETTER OF UNDERSTANDING # 8

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

And:

ONTARIO NURSES' ASSOCIATION

HOMES FOR THE AGED

Re: Nurse Staffing During Peak Periods

PURPOSE: To address nursing staff coverage as a result of nursing shortage over the peak vacation and Christmas/New Years periods.

RECOGNIZING: That the peak vacation period is from May 1st to September 30th, inclusive and the one week school break during March;

That the peak Christmas/New Year period is from December 1st to January 7;

That the Employer will advise the Union on a regular basis of their efforts to recruit regular part-time and casual nurses through the Nurse/Management Committee.

The Employer and the Union agree as follows:

That this letter outlines nursing staff coverage during the peak periods and it forms part of the Collective Agreement.

That the Collective Agreement shall be in effect except as modified below:

1. The Parties agree that the Employer may hire *Vacation Relief Nurse(s)* for the purpose of being employed during the peak vacation period as identified above and the peak Christmas/New Year period as identified above. Nurse(s) hired for this purpose shall be classified as Temporary Casual part-time and shall be in the bargaining unit. However, the Parties agree that the temporary part-time nurse(s) shall have no claim to any position or rights and provisions of the Collective Agreement beyond the specific term of the employment agreement. In the event of a layoff, the Temporary Casual part-time Nurse(s) shall be laid off immediately followed by the probationary nurse(s). The Parties further agree that the nurse(s) shall be terminated at the end of the assignment and have no further claim under any provision of the Collective Agreement, and such release shall not be subject of a grievance or arbitration.
2. Regular part-time nurse(s) in the Home will be asked in advance if they wish to work additional and available shifts in the peak vacation and Christmas/New Year periods as defined above. These additional shifts will be granted in accordance with the Collective Agreement in advance of the peak periods.
3. Once regular and part-time nurses in the Home have been given the first right to the additional available shifts during the peak periods, the remaining shifts will be then

offered first to casual nurses in the Home and then to Temporary Casual Part-time nurse(s). These remaining shifts will be granted in accordance with the Collective Agreement in advance of these periods.

- 4. Casual nurses in the Home and Temporary Regular Part-time nurses can be advised and scheduled these remaining shifts during these peak periods in advance of these periods.
- 5. This advanced scheduling during the peak periods of the casual nurses in the Home and the Temporary Regular Part-time nurses will not be deemed to be in violation of the Collective Agreement.
- 6. Either Party may request to meet and reconsider this Letter of Understanding with at least sixty (60) days' notice in advance of the requested meeting between the Parties.
- 7. If a vacation relief nurse (temporary casual part-time) while employed for the temporary casual assignment is successful in obtaining a permanent position within the bargaining unit, then the nurse shall receive credit for all hours worked and served from the date of hire of the temporary assignment. Such hours worked shall be credited toward the completion of the probationary period provided that there has not been any break in service between the time of the temporary assignment and the permanent position.

Dated at Thornhill, Ontario, this 24th day of August, 2010.

FOR THE REGION

FOR THE UNION

[Signature]

Johanne Shannon
Labour Relations Officer

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LETTER OF UNDERSTANDING # 9

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

And:

ONTARIO NURSES' ASSOCIATION

HOMES FOR THE AGED

Re: Violence in the Workplace

Violence shall be defined by any incident in which a nurse is abuse, threatened or assaulted during the course of the nurse's employment.

The Employer has policies on "Abuse Free Long Term Care Environment and Aggressive Behaviour in the Workplace." These policies address the prevention of and management of violent situations and support employees who face violence in the workplace. A copy of these policies will be provided to all Bargaining Unit members.

Dated at Thorold, Ontario, this 24th day of August, 2010.

FOR THE REGION

FOR THE UNION

Menthesee

Jolene Shannon
Labour Relations Officer

in Short

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Justine Arment

[Signature]

P. Marchand

LETTER OF UNDERSTANDING # 10

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

And:

ONTARIO NURSES' ASSOCIATION

HOMES FOR THE AGED

Re: Benefit Strategy

Whereas the Parties agree that it may be mutually beneficial to discuss the harmonization of benefit plans within the Corporation the Parties agree as follows:

1. The Employer and the Union agree to jointly participate in future discussions regarding the development and implementation of a Corporation Benefits Strategy.
2. It is understood by the Parties that these discussions may include any or all other bargaining groups within the Corporation.

Dated at Thorold, Ontario, this 24th day of August, 2010.

FOR THE REGION

FOR THE UNION

[Signature]

Johanne Manno
Labour Relations Officer

M. Short

[Signature]

[Signature]

[Signature]

J. Marchand

LETTER OF UNDERSTANDING # 11

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

And:

ONTARIO NURSES' ASSOCIATION

HOMES FOR THE AGED

Re: Senior Services Division Policies and Procedures

The Parties agree to form an ongoing Committee to review and amend the Senior Services Division Policies and Procedures as noted below to address the concerns raised by ONA. The Committee will also review the Corporate Policies and Procedures as noted below and submit a recommendation to the appropriate Corporate authority for consideration. Other policies and procedures may be considered, as deemed appropriate:

The Committee shall include a minimum of two (2) ONA Local 9 representatives and may include other employee groups.

Senior Services Division Policies and Procedures

- Abuse Free Long Term Care Environment
- Lift and Transfer
- Responding to Aggressive Behaviour of Cognitively Impaired Residents
- Prevention of Needle Stick Injuries
- Infection Control Committee
- Person Protective Equipment
- Influenza Immunization Policy

Corporate Policies

- Aggressive Behaviour
- Blood Borne Pathogen
- Employee Incident Reporting Process/WSIB Claim Reporting Process
- Work Related Personal Injury Response
- Temporary Transitional Work Program

Dated at Thorold, Ontario, this 24th day of August, 2010.

FOR THE REGION

[Signature]

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FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

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LETTER OF UNDERSTANDING # 12

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

And:

ONTARIO NURSES' ASSOCIATION

HOMES FOR THE AGED

Re: Harassment

POLICY STATEMENT

It is the policy of the Regional Municipality of Niagara to prevent and resolve any employment-related incidents of harassment. Every reasonable effort shall be made to ensure that no employee is subject to any form of harassment. The Regional Municipality of Niagara also endorses the concept that all employees have the right to be treated fairly in the workplace in an environment totally free of harassment with the Ontario Human Rights Code.

1. Definitions

Personal Harassment

Any behaviour, whether overt or subtle, that is directed to any employee and considered by another employee to be offensive and may be related to any of the grounds of harassment and discrimination prohibited by the Canadian Human Rights Act, Ontario Human Rights Code or other Applicable statutes.

Sexual Harassment

Sexual harassment may be direct, as in the exploitation of a power position to gain sexual favours, or indirect – as in the negative stereotypes directed towards persons of a particular gender. It has many forms including but not limited to:

- (a) intermittent or persistent unwanted sexual attention by a person who knows or ought to know that such attention is unwanted;
- (b) threats or promises by word or action, which exploit a power relationship in order to obtain sexual favours;
- (c) being made the brunt of sexual innuendo, jokes, comments on one's body, clothing or sexual orientation;
- (d) sexual or gender-oriented commentary that has the effect of creating an intimidating, hostile, offensive work or learning environment;
- (e) physical and/or sexual assault.

2. Responsibility

It is the primary responsibility of all levels of management, particularly immediate supervisors, to prevent, investigate and resolve complaints of harassment. The complainants are responsible to make their disapproval and/or unease known to the offender immediately and to report the incident to their supervisor. Should the supervisor be the offender, complainants are responsible to contact a Regional representative. Complaints may also be made to a union official or union representative.

3. Implementation

Complaints shall be conscientiously investigated and will be processed in a confidential manner. The name of a complainant and the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures. It should be noted that protection against such acts extends to their occurrence either at or away from the usual workplace, during or outside normal working hours, provided the acts may interfere in the employment relationship.

Procedure Guidelines

4. Role of Supervisor

Supervisors (at all levels) shall:

- (a) ensure that the right of freedom from harassment for all employees is respected;
- (b) ensure employees are fully aware of the policy;
- (c) make every effort to prevent any form of behaviour which may be construed as harassment;
- (d) investigate promptly and take the appropriate corrective action should they become aware of such behaviour;
- (e) recommend the imposition of preventive and corrective measures upon the offenders in accordance with the seriousness of the misconduct and the applicable disciplinary policy;
- (f) cooperate in the investigation and in the implementation of any remedial action undertaken by the Employer.

5. Role of Complainant

- (a) Notify offender the behaviour is considered an affront and will not be tolerated;
- (b) Keep a written record of:
 - (i) dates
 - (ii) times
 - (iii) places
 - (iv) nature of behaviour
 - (v) witnesses, if any,
- (c) If the offensive behaviour continues, notify your supervisor or other person, as appropriate;
- (d) Contact the appropriate Employer representative if the offensive action continues despite the intervention of your supervisor;

- (e) If covered by a collective agreement, assistance may be sought from a union representative;
- (f) If management's action does not remedy the circumstances, be aware that a complaint may also be lodged with the Ontario Human Rights Commission.

Investigation Process

Steps in the investigation of a complaint shall include the following procedure:

- (a) Interview the complainant;
- (b) Interview the alleged offender;
- (c) Interview any witnesses;
- (d) Document the situation accurately and completely;
- (e) Decide if the complainant has grounds;
- (f) Follow the most appropriate process to resolve the complaint which may include one or more of the following measures:
 - (i) counselling one or both Parties to attempt to conciliate and arrive at a solution to the problem;
 - (ii) review the complaint with the next level of supervisors;
- (g) Follow up to ensure corrective action is taken;
- (h) Prepare a summary report upon completion of the investigation.

Dated at Thorold, Ontario, this 24th day of August, 2010.

FOR THE REGION

[Signature]

[Signature]

[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

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Excerpts From Ontario Human Rights Code

Harassment in Employment

"Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap."

Harassment Because of Sex in Workplace

"Every person who is an employee has a right to freedom from harassment in the workplace because of sex by her Employer or agent of the Employer or by another employee."

Sexual Solicitation by a Person in Position to Confer Benefit, Etc.

"Every person has a right to be free from:

- (a) A sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or*
- (b) A reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person."*

Reprisals

"Every person has a right to claim and enforce her rights under this Act, to institute and participate in proceedings under this Act and to refuse to infringe a right of another person under this Act, without reprisal or threat of reprisal for so doing."

LETTER OF UNDERSTANDING # 13

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

And:

ONTARIO NURSES' ASSOCIATION

HOMES FOR THE AGED

Re: Retention and Recruitment Strategies

The parties agree to meet within six (6) months of the signing of this Letter of Understanding to discuss innovative strategies for the attraction, recruitment, retention and scheduling of nurses.

Dated at Thorold, Ontario, this 24th day of August, 2010.

FOR THE REGION

FOR THE UNION

[Signature]

[Signature]
Labour Relations Officer

[Signature]

[Signature]

[Signature]

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LETTER OF UNDERSTANDING # 14

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

And:

ONTARIO NURSES' ASSOCIATION

HOMES FOR THE AGED

Re: Regular Part-time Commitment and Scheduling

Whereas the Parties have agreed to establish two categories of RPT nurses and changes to scheduling, therefore, it is agreed that:

- A. RPT "A" nurses are available to work in accordance with the master schedule which is regular and pre-determined. In addition, RPT "A" nurses who have agreed to an increased commitment must be available to be scheduled up to their new declared level of commitment.
- B. RPT "B" nurses are available to work as follows:

- (i) 44 weeks of the year including December and July or August.

No more than 50% of RPT "B" nurses in any given Home may make themselves not available in any one month. If there is a conflict in the non-availability indicated by nurses, the conflict will be resolved on the basis of applying:

1. Alternating July and August each year and on a rotational basis for other months.
2. Seniority where 1. does not resolve the conflict.

If a RPT "B" nurse is unavailable for a period of one week or more, the nurse must submit this information to the employer, within the time frame of the vacation request process as outlined in Article 16.04.

- (ii) Available 3 out of 6 weekends.
- (iii) Available 45 hours/pay of which at least 50% must be evenings or nights.
- (iv) Available for 2 out of 3 shifts (Days/Evenings, Days/Nights or Evenings/Nights). Availability for permanent evening or night shift will be permitted.
- (v) Available Christmas (Christmas Eve, Christmas Day, Boxing Day) or New Year's (New Year's Eve, New Year's Day) each year on an alternating basis.
- (vi) Available for 3 other stats in addition to (v) above in conjunction with the weekend where applicable.
- C. Scheduling of RPT "B" nurses will be done based on seniority and availability.

- D. If a nurse has not indicated his/her availability on the availability calendar, he/she shall be deemed to be available for all shifts up to their level of commitment during the posted schedule.
- E. After the schedule has been posted, the nurse will have no obligations to availability except as scheduled.
- F. The Employer is responsible for providing all existing and future RPT "A" nurses a letter offering them the opportunity to increase their level of commitment above that of their current master rotation. RPT nurses will indicate in writing their choice to accept or decline such offer and will include their new level of hours of commitment if applicable.
- G. The Employer is responsible for providing all existing and future CPT nurses a letter offering them the opportunity to transfer to RPT "B" status. CPT nurses will indicate in writing their choice to accept or decline such offer.
- H. An availability calendar will be submitted to the Employer by all RPT "A" and "B" nurses at least two (2) weeks prior to the posting date of each posted schedule. It is understood that CPT nurses may submit availability calendars within the same time frame to facilitate scheduling of CPT nurses.

Additional Shift Scheduling

- I. A RPT "A" nurse who is scheduled for less than their declared level of commitment, will be offered additional shifts based on seniority and availability up to their declared level of commitment.
- J. A RPT "B" nurse who is scheduled for less than 45 hours per pay will be offered additional shifts based on seniority and availability, up to 45 hours per pay.
- K. When all RPT "B" nurses have been given the opportunity to work up to 45 hours per pay, additional shifts will then be offered to all RPT nurses (includes RPT "A" and RPT "B" based on seniority and availability, up to 75 hours per pay.
- L. Additional shifts remaining after K. above will be offered to RPT nurses from all Regional Homes and Seniors Community Programs who have been oriented to such Home and who have indicated availability for additional shifts in that Home, based on seniority and availability.
- M. CPT nurses will not be scheduled to work at any Home until all available hours of work have been offered to all RPT nurses as in L. above.
- N. CPT nurses will be offered shifts based on seniority where no RPT nurses are available.
- O. All provisions of the collective agreement remain in full force and effect except as specifically modified by this agreement as described above.

Dated at Thorold, Ontario, this 24th day of August, 2010.

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

[Signature]

[Signature]

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