

COLLECTIVE AGREEMENT

Between:

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

And:

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

Expiry Date: March 31, 2020

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Registered Nurses covered by this Agreement and to provide means for the prompt settlement of grievances and to establish and maintain satisfactory working conditions and wages and to promote the best possible nursing care and health protection for residents all as set forth in this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive Bargaining Agent of all registered Nurses and persons with a temporary certificate of registration employed by Bethesda Community Services Inc. working within Twin Lakes Clinical Services in Hamilton and Thorold, Ontario and within Health Services in Vineland, Ontario and employed in a nursing capacity, save and except supervisors, and persons above the rank of supervisors and persons covered by any existing collective agreements.
- 2.02 Work normally performed by the bargaining unit shall not be contracted out if said contracting out directly causes the layoff or termination of a member of the bargaining unit.
- 2.03
- (a) A permanent full-time nurse is a nurse who is hired to fill an approved permanent position, 1.0 FTE, who has successfully completed their probationary period.
 - (b) A part-time nurse is a nurse who has been hired to fill an approved position, 0.9 FTE and below, who has successfully completed their probationary period.
 - (c) A relief nurse is a nurse who has been hired to work on an irregular basis and do not have an FTE assignment.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the direction of the work force is fixed with the Employer and shall remain with the Employer. Without restricting the generality of the foregoing the Union acknowledges that it is the function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) generally to exercise the historical rights of Management save insofar as they are modified by this Agreement or by statute;
 - (c) establish and enforce reasonable rules and regulations to be observed by employees;
 - (d) generally to manage and operate in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of requirement to be used, the allocation

and number of employees required, the standards of performance for all employees and all other matters concerning the Employer's operations.

- 3.02 The Employer shall not exercise its management rights in an arbitrary or unreasonable way as to be in violation of a specific provision of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, family status, age, disability, religious affiliation, record of offences, gender identity, gender expression or any other factor which is not pertinent to the employment relations. *ref: Ontario Human Rights Code.*

- 4.02 The Employer and the Union agree there shall be no discrimination, interference, restriction, coercion, exercised or practised by any of their representatives with respect to nurses because of the nurse's membership or non-membership in the Union and there will be no Union activity, solicitation for membership or collection of dues on the Employer's premises except with the written permission of the Employer or as specifically provided for in this Agreement.

- 4.03 (a) "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 disability". *ref: Ontario Human Rights Code, Sec. 5 (2)*
- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee". *ref: Ontario Human Rights Code, Sec. 7 (2)*

The right to freedom from harassment in the workplace applies also to sexual orientation, gender identity and/or gender expression.

- (c) "Every person has a right to be free from,
- i) 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
- ii) a reprisal or 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". *ref Ontario Human Rights Code, Sec. 7 (3)*
- (d) The parties recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the Employer's harassment policies and process.

- (e) In recognizing the importance of a harassment free environment, the Employer and the Union will review Employer policies and processes with respect to harassment with the nurse during her or his orientation period.
- (f) Where a nurse requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (g) A nurse who believes that she or he has been harassed contrary to this provision may file a grievance under Article 7 of this Agreement.

4.04 Harassment & Discrimination

The parties agree to promote an effective and meaningful way of addressing discrimination, harassment and violence issues through the Employer policy titled 'Workplace Violence and Harassment Prevention Program' dated May 12, 2011 and the applicable legislation.

ARTICLE 5 – UNION SECURITY

- 5.01 The Employer will deduct an equal amount biweekly from the pay of each nurse covered by this Agreement an amount equivalent to such monthly dues as may be adopted and designated by the Union. Such monies shall be deducted from the nurse's pay biweekly and shall be forwarded to the Vice-President, Finance of the Ontario Nurses' Association.

The Employer shall provide the Ontario Nurses' Association together with the above mentioned monies, not later than the last day of the month in which the deductions were made, a list showing the names, addresses and Social Insurance Numbers of all nurses covered by this Agreement who had been employed at any time during the period of the said deduction and include therein a specific list of nurses on unpaid leave of absence and of termination.
- 5.02 Notwithstanding the above provisions the Employer will deduct from the pay due all newly employed nurses an amount equal to the monthly dues commencing from the first deduction date following date of employment.
- 5.03 The Union agrees to indemnify and save the Employer harmless from liability arising out of the operation of this Article.
- 5.04 During the orientation period an Officer of the Union or a Nurse Representative shall be allowed a reasonable period of time within regular working hours to interview new nurses and to discuss the benefits and duties of Union membership and responsibilities to the Union and to the Employer. Such interview shall not exceed fifteen (15) minutes duration.
- 5.05 At the same time that Income Tax (T4) Slips are made available the Employer shall type on such slip the amount of money remitted to the Union on behalf of each nurse in the period covered.

ARTICLE 6 – NURSE REPRESENTATIVES AND UNION COMMITTEES

- 6.01 All joint Employer/Union meetings shall be scheduled where practical during the nurse's regular working hours. The Employer will provide replacement staff where operationally required.
- 6.02 The Employer agrees to recognize the following Representatives of the Union:
- (a) A Negotiating Committee of not more than two (2) nurses who shall act on behalf of the Union members in negotiating the Agreement;
 - (b) A Grievance Committee of not more than two (2) nurses who shall assist any Union member in presentation of a grievance;
 - (c) No more than two (2) Nurse Representatives.
- 6.03 The Union shall notify the Employer in writing of the names of the nurses authorized to act in the capacities set out in 6.01 and 6.02 above, and of any changes therein from time to time before the Employer shall be required to recognize them.
- 6.04 The privilege of nurses acting in the capacity set out in 6.02 (b) and (c), to leave their work without loss of pay to attend to Union business is granted on the following conditions:
- (a) such business must be between the Union and the Employer;
 - (b) the time shall be devoted to the prompt handling of the Union business;
 - (c) the nurse concerned shall obtain the permission of his/her Supervisor before leaving his/her work, provided that such permission shall not be unreasonably withheld;
 - (d) the Employer reserves the right to limit such time if it deems the times so taken to be excessive;
 - (e) no more than two (2) full-time nurses, or one (1) part-time nurse, in addition to the grievor, at any given time will take part in Union business pursuant to Article 6.02 (b) and/or (c) during scheduled working hours.
 - (f) The Employer will not require nurses or their Union Representatives to attend meetings on their scheduled days off. If the Employer requires the nurse and their Union representative to come in on their scheduled days off, the Employer will compensate for all hours at their straight time hourly rate of pay.
- 6.05 Pay to Negotiating Committee members shall be limited to meeting with the Employer, up to, but not including Conciliation and thereafter.
- 6.06 (a) There shall be a Nurse/Management Committee composed of two (2) Representatives of the nurses in the bargaining unit and two (2) Representatives of the Employer who shall meet for the purpose of consultation and communication of information and ideas on matters of

mutual concern, including scheduling problems and requests and utilization of nursing staff and the desirability to maintain and promote the quality of nursing care, discussing the development and implementation of quality initiatives as it relates to nursing practice, and constructive relations.

- (b) The Committee will meet at the request of either party monthly if necessary, and in the event of special circumstances. The necessity for a meeting will be indicated by a letter from either party to the other delivered at least five (5) days in advance of the proposed meeting and containing an agenda of the matters to be discussed.
- (c) A record will be maintained of matters referred to the Committee and their recommended disposition (unless otherwise agreed).
- (d) While the Committee will consider and attempt to resolve those problems referred to it, it shall have no power to alter, amend, add to, or modify the terms of this Agreement. It shall, however, have power to recommend temporary changes in the Collective Agreement to the respective parties.
- (e) The Employer shall pay Committee members their respective salaries for all time lost from scheduled work while attending meetings with the Employer under this Article 6.06.

6.07 The Employer agrees to give Representatives of the Ontario Nurses' Association or Consultants for the Union access, upon request, to the Employer, with the understanding that permission will not be unreasonably withheld to the premises of the Employer for the purpose of discussing Union business, investigating grievances, attending meetings, or otherwise assisting in the administration of this Agreement. The Union agrees to provide the Employer with the date, location, general reason and the time of the meeting in advance.

6.08 All references to Officers, Representatives and Committee members in this Agreement shall be deemed to mean officers, representatives and Committee members of the duly Chartered Local who are nurses at Bethesda and members of the Ontario Nurses' Association.

ARTICLE 7 – GRIEVANCE PROCEDURE AND ARBITRATION

7.01 Any dispute involving the application, interpretation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable may be made the subject of a grievance and an earnest effort shall be made to settle such grievance as quickly as possible.

7.02 Step No. 1

A nurse(s) having a complaint or grievance shall refer it verbally to her immediate supervisor or designate when she becomes aware of the circumstances leading to the complaint or grievance. The nurse may have the assistance of her nurse representative if she so desires. No complaint or grievance shall be considered where the complaint or grievance is not brought to the attention of her immediate supervisor's or designate's attention within nine (9) days from the date of the circumstances giving rise to the complaint or grievance or the date the nurse ought

reasonably to have become aware of such complaint or grievance. The immediate supervisor or designate shall reply to the nurse within five (5) days from the date the complaint or grievance was brought to her attention.

7.03

Step No. 2

The Grievance Committee may present the grievance signed by the grievor to the Chief Human Resources Officer of Designate in writing or electronically within the nine (9) days mentioned above and such presentation shall contain a request for a meeting. The Chief Human Resources Officer or Designate shall then arrange a meeting with the Grievance Committee at the soonest possible date, but in no event, later than nine (9) calendar days following receipt of the request. A Representative of the Ontario Nurses' Association may be present at the request of either party.

The Chief Human Resources Officer or Designate shall submit a written answer within five (5) days after such meeting. If the response at this step is not satisfactory, the grievance may be referred in writing to arbitration as set out in Article 8.

7.04

Discipline, Suspension and Discharge Cases

- (a) A claim by a nurse that she has been discharged or suspended without just cause shall be treated as a grievance and filed at Step No. 2 of the grievance procedure within nine (9) days of her notice of discharge or suspension.

The grievance may be settled by confirming the Employer's action or by reinstating the nurse and making her whole in all respects or by any other arrangement which is just and equitable in the opinion of conferring parties or an Arbitration Board.

- (b) A nurse is entitled, at time of suspension or discharge to be given reasons for such action and the Employer shall notify the nurse of her right to have an Union Representative present at the time of suspension or discharge or at the meeting with the Employer to discuss the suspension or discharge.
- (c) The discharge, suspension, layoff or failure to recall after lay-off of a probationary nurse shall not be the subject of a grievance.
- (d) A claim by a nurse that she has been disciplined without just cause may be treated as a grievance.

7.05

The Union and the Employer shall have the right to file a policy grievance based on a dispute arising out of the application, interpretation, or alleged violation of this Agreement. However, an Union policy grievance shall not include any matter upon which a nurse is personally entitled to grieve unless the nurse's grievance is common to a group of nurses, in which case it shall be dealt with as a group grievance. A policy grievance may be launched by either party in writing at Step No. 2 of the grievance procedure at any time within twelve (12) days of the circumstances giving rise to the grievance or the date the parties ought reasonably to have become aware of the circumstances giving rise to such grievance. If it is not satisfactorily settled at such step, it may be referred to Arbitration in the same

manner and to the same extent as the grievance of a nurse.

Processing a grievance as a group grievance shall not be a bar to individual relief to those individuals involved, provided the individual nurse's name has been noted on the group grievance when filed.

- 7.06 Any grievance not initiated or processed within the time limit specified above shall be considered abandoned unless extended in writing by mutual agreement.
- 7.07 If the party fails to reply to the grievance within the time limit set out at any step of the grievance procedure, the grievance may be submitted to the next step of the grievance procedure.
- 7.08 At any step of the grievance procedure the time limits imposed upon either party may be extended by mutual agreement in writing.
- 7.09 For the purpose of this Article, Saturday, Sunday and paid holidays are not to be considered in the computation of time limits.

ARTICLE 8 - ARBITRATION

- 8.01 Should either party wish to refer a grievance to arbitration, then within eighteen (18) calendar days of the last written disposition by the responding party, a written request for Arbitration shall be made by mail to the other party within the time provided above and if no such written request for Arbitration is received within the time limited, then it shall be deemed to have been abandoned. The time limits may be extended by mutual agreement in writing.
- 8.02 Subject to Article 8.01, where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board.
- The recipient of the notice shall, within twelve (12) days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within seventeen (17) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.
- 8.03 In no event shall the Board of Arbitration have the power to change this Agreement, or to alter, modify or amend any of its provisions, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

- 8.04 Each party shall pay:
- (a) the fees and expenses of its nominee to the Board of Arbitration; and
 - (b) one-half (½) of the fees and expenses of the Chairperson.
- 8.05 Wherever the Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.
- 8.06 Expedited Arbitration
- Nothing in the foregoing articles shall prevent either party to this Agreement applying for a single arbitrator or single arbitrator/mediator in accordance with Sections 49(1) and 50(1) of the Ontario Labour Relations Act
- Any Arbitration Board under Section 48 or any sole Arbitration under Section 48 or 49 shall have the powers of a Mediator/Arbitrator under Section 50. The parties shall agree on the nature of the issues in dispute to facilitate the mediation/arbitration process.
- Where such an application is made the other provisions referring to the Arbitration Board shall appropriately apply.
- Where a grievance is referred to Arbitration, the parties may, in writing, mutually agree to appoint a Mediator, acceptable to both parties, to assist them to resolve the issue. Where such an agreement is reached, the parties will share equally the fees and expenses, if any, of the Mediator.

ARTICLE 9 – JOB SECURITY

- 9.01 Full-Time
- Seniority as referred to in this Agreement shall mean length of continuous service in the employ with the Employer.
- Part-Time and Relief
- A part-time nurse shall have her seniority determined by actual hours worked. Such seniority shall be dated from date of last hire.
- 9.02 The probationary period for full-time, part-time and relief nurses shall be seven hundred and fifty (750) hours. Upon completion of her probationary period, her seniority shall date from date of hire.
- 9.03 A seniority list for full-time nurses and a seniority list for part-time nurses shall be revised each six (6) months. The list shall set out the names of nurses, classifications and seniority ranking. A copy of the up-to-date list will be posted and a copy supplied to the Union.
- 9.04 The Employer agrees to post a notice of a vacancy occurring in a classification for

a period of seven (7) working days. Vacancy shall be defined as a permanent opening in a classification within the bargaining unit or when a new position within the bargaining unit is established by the Employer. Nurses may make written application for such job vacancy within such seven (7) day period. Alternatively the Employer may post such notice for a seven (7) day period prior to a vacancy occurring in the event that it expects a vacancy to occur within thirty (30) days of giving such notice. Full-time, part-time and relief nurses shall be entitled to apply for such permanent vacancy. Relief nurses who do apply will enjoy preference over applicants from outside the Employer only where the factors of performance, ability and experience are relatively equal.

9.05 The Employer will outline to the nurse selected to fill a temporary vacancy the circumstances giving rise to the vacancy, the conditions and expected duration of such vacancy. In any event, a temporary transfer shall not exceed the time required to resolve the specific circumstances which gave rise to the vacancy.

9.06 (a) In all cases of transfer or promotion within the bargaining unit, the following factors shall be considered:

- (i) Skill, ability, experience and qualifications
- (ii) Seniority.

Where the qualifications of factor i) are relatively equal, factor ii) shall govern. Notwithstanding the level of entry to practice per the College of Nurses of Ontario, the Employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

(b) The Employer agrees to acknowledge receipt of all applications, interview the applicants and post the name of the successful candidate.

(c) Nothing herein shall prevent the Employer from hiring persons from outside the bargaining unit when no qualified full-time, part-time or relief nurse applies.

(d) If senior applicants are refused a position they will be given an opportunity to discuss such refusal in a meeting with the Employer.

(e) All seniority, vacation and other credits obtained under the Agreement shall be retained and transferred with the nurse if she changes her status from part-time/relief to full-time and vice-versa. A part-time/relief nurse who changes her status to full-time will be given seniority credit on the basis of one thousand six hundred and fifty (1650) hours part-time being equivalent to one (1) year of full time service and vice versa.

(f) In the event a part-time/relief nurse transfers into a permanent full-time position and she does not successfully adapt to full-time responsibilities, she may be transferred back to her previous position and rate of pay. The nurse will be entitled to grieve an unjust transfer of this kind.

(g) A part-time/relief nurse on transfer to a permanent full-time position will carry with her the service credits she earned as a part-time/relief nurse (as calculated in accordance with Article 9.06 (e) for the purposes of placement

on the salary grid and vacation entitlement. Her seniority will date from the date of her introduction to the full-time position.

(h) Part-Time/Relief

Article 20.02 (a) in this Collective Agreement does not apply to nurses transferring from part-time/relief to full-time.

9.07

Layoff and Recall

- (a) (i) A layoff shall be defined as the cancellation of the entirety of an employee's previously scheduled shift by the Employer. This definition shall not apply to, and a layoff shall not include, situations where the cancellation is due to circumstances beyond the control of the Employer, including but not limited to emergencies, inclement weather, power outages, etc.
- (ii) In the event of a layoff, nurses shall be laid off in the reverse order of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be the first to be laid off. Relief nurses shall not be utilized while there are full-time or regular part-time on layoff.
- (b) A nurse who has received no less than ninety (90) days' notice of an impending layoff may;
- (i) accept the layoff; or
- (ii) exercise the right to bump or displace another nurse who has lesser bargaining unit seniority if qualified to perform the work.
- (iii) A nurse below a FTE of 1.0 does not have the ability to bump a nurse regardless of seniority that does have a FTE of 1.0. Bethesda will agree to include in ONA's grandfathering clause.
- (c) All full-time and part-time nurses represented by the Union who are on layoff will be given a job opportunity in the full-time or the part-time categories before any new nurse is hired, if the nurse(s) is qualified to perform the work.
- (d) Full-time and part-time layoffs and recall rights shall be separate.
- (e) In the event of a proposed layoff, the Employer shall provide no less than thirty (30) days' notice to the Union concurrent with the 90 days' notice required to the individual nurse of such layoff and shall meet with the Union to review the following:
- (i) the reasons causing the layoff;
- (ii) the service which the Employer will undertake after the layoff;
- (iii) the method of implementation including the areas of cutback and

the nurses to be laid off.

NB: The nurse's *Employment Standards Act* notice period shall run concurrently with the nurse's 90 day notice period required in this article above.

- (f) Full-time and part-time nurses shall be recalled in order of seniority. In cases of recall from layoff, nurses may be provided with any orientation determined by either the nurse or the employer. A request by such nurse for orientation shall not be unreasonably denied.
- (g) It shall be the duty of each nurse to notify the Employer promptly of any change in address. Notice required by the Employer shall be deemed to be given if forwarded to the nurse at the last address of which the Employer had notice.

9.08 Seniority shall terminate and a nurse shall cease to be employed by the Employer when she:

- (a) voluntarily quits her employment with the Employer;
- (b) is discharged and is not reinstated through the grievance procedure or Arbitration;
- (c) fails to report her intention to return to work within five (5) calendar days of receiving notice of recall after layoff or in any event, fails to report for work within fourteen (14) calendar days after being notified by the Employer of such recall by registered mail at her last known address unless a satisfactory reason is given;
- (d) fails to return to work upon termination of an authorized leave of absence unless a satisfactory reason is given;
- (e) accepts gainful employment while on a leave of absence without first obtaining the consent of the Employer in writing;
- (f) is absent from work for two (2) days or more without notice to the Employer and without a satisfactory reason for such absence.

Note: This Article will be interpreted in a manner consistent with the *Ontario Human Rights Code*.

9.09 Transfer (Permanent) to Supervisory Position

A nurse who is permanently transferred to a supervisory or confidential position beyond the scope of this Agreement and is later transferred to a position within the scope of this Agreement shall retain the seniority previously acquired in the bargaining unit and shall have added thereto the seniority accumulated while serving in such position for a period not exceeding six (6) months. She shall retain her first date of hire with the Employer, however, for the calculation of the amount of monetary benefits to which she is entitled.

9.10 Severance Pay

If a nurse is eligible for severance pay under the *Employment Standards Act*, it will be paid at the rate of two (2) weeks for each year of service.

ARTICLE 10 – LEAVES OF ABSENCE

10.01 Seniority shall be retained, but shall not accumulate during any approved leave of absence without regular pay in excess of thirty (30) continuous calendar days as hereinafter described, but to the extent possible a nurse will be returned to her former position on termination of that approved leave of absence.

10.02 (a) Leave of Absence for the President of the Ontario Nurses' Association

A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits. During such leave(s) of absence salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to Health Benefits and Pension. The nurse agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office. The nurse must reapply for such leave every two (2) years.

(b) Union Leave

Upon receipt of written request at least fourteen (14) days prior to the scheduled leave, except in cases of emergency, the Employer will grant leave of absence with pay and without loss of seniority to nurses elected or appointed to represent the Union at Union functions and Provincial Committee Meetings, provided such leave of absence does not interfere with the efficient operation of the Employer. Such leave shall not exceed a total accumulation for all nurses in the bargaining unit of thirty-five (35) working days in any calendar year and not more than one (1) nurse shall be permitted to be absent at any one time from the unit.

(c) The Union agrees to fully reimburse the Employer the nurse's pay pursuant to 10.02 (b) and (d) upon receipt of a bill from the Employer.

(d) Board of Directors Leave

Nurses elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay up to a total of fifty (50) days annually. There shall be no loss of seniority or credits for the purpose of salary advancement and vacation entitlement or other purposes during such leave.

10.03 Bereavement Leave

A nurse will be granted up to six (6) consecutive paid days off, per occasion, when a death occurs in the immediate family of a nurse. Immediate family includes parent; spouse; child; brother; sister.

A nurse will be granted three (3) paid days off, per occasion, for a Bereavement Leave of Absence to attend the funeral or make arrangements for a family member's funeral. Family members are defined as grandparents; father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law and grandchildren.

- (a) "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex.
- (b) The three or six day leave of absence must include the day of the funeral and be consecutive in nature. If a nurse is not regularly scheduled to work on these days then the nurse will not receive any pay.

Notwithstanding the above, a nurse will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding the entitlement in total, in order to accommodate religious and cultural diversity.

- (c) If a nurse wishes to take additional time off before or after the funeral, nurses are required to utilize any time owing they may have accumulated.
- (d) Bereavement Leave will be granted by the supervisor/manager. Requests for additional time off must be approved by the nurse's immediate supervisor.
- (e) For the grandparents of a spouse or the nurse's aunt, uncle, niece and nephew, each nurse is granted the day of the funeral as Bereavement Leave.

Note: This Article will be interpreted in a manner consistent with the *Ontario Human Rights Code*.

10.04 Jury and Witness Duty

- (a) If a full-time, part-time or relief 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 in connection with a case arising from the nurse's duties with the Employer, or is required to attend a coroner's inquest in connection with a case arising from the nurse's duties with the Employer, the nurse shall not lose service/seniority or regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the nurse:
 - (i) notifies the Employer immediately on the nurse's notification that she or he will be required to attend court;
 - (ii) presents proof of service requiring the nurse's attendance;
 - (iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

In addition, where a full-time nurse, regular part-time or relief nurse is selected for jury duty for a period in excess of one (1) week, she or he shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the nurse shall be returned to that point on her or his former schedule that is considered appropriate by the Employer. It is understood and agreed that the local parties may agree to different scheduling arrangement for the first week of jury and witness duty.

- (b) Where the Employer requires a nurse to attend any meetings in preparation for a case or legal proceedings which either arises from a nurse's employment with the Employer or otherwise involves the Employer, the Employer will make every reasonable effort to schedule such meetings with the Employer during the nurse's regularly scheduled hours of work. If the nurse is required to attend such meetings outside of her or his regularly scheduled hours, the nurse shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay.

Part-time and relief nurses will be credited with seniority and service for all such hours paid as provided above while in attendance at such meetings.

10.05

Maternity Leave

(a) Pregnancy/Parental Leave

- (i) Pregnancy/Parental Leave shall be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (ii) The nurse shall reconfirm her intention to return to work on the date originally approved (see sections (b) (i) and (c) (i) below) by written notification received by the Employer at least one (1) month in advance thereof. The nurse shall be reinstated to her former position upon returning to work unless the position has been discontinued in which case the nurse shall be given a comparable job, if available or provided notice of layoff upon her return to work.
- (iii) The Employer shall continue to pay its share of the premium costs of insured benefits and pension while a nurse is on pregnancy or parental leave, unless the nurse elects in writing not to participate in a benefit.

(b) Pregnancy Leave

- (i) At least one (1) month in advance of the date of commencement of the leave, the nurse shall give written notification of the date of commencement of the leave and the expected date of return.
- (ii) Effective upon confirmation by the Employment Insurance Commission (EIC) 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 completed thirteen (13) weeks of continuous service and has applied for and is in receipt of EI pregnancy/parenting benefits

pursuant to Sections 18 and 20 of the Employment Insurance Act (EIA) shall be paid a SUB. That SUB will be equivalent to the difference between seventy-five percent (75%) of the nurse's regular weekly earnings and the sum of her weekly EI benefits and any other earnings. Biweekly payment shall commence following receipt by the Employer of the nurse's EI cheque stub as proof that she is in receipt of EI pregnancy/parenting benefits, and shall continue while the nurse is in receipt of such benefits to a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying the nurses' regular hourly rate on the last day worked prior to the commencement of the leave times the nurse's normal weekly hours. The nurse does not have any vested right except to receive payments for the covered unemployment period. The plan provides that any 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.

(c) Parental Leave

- (i) At least one (1) month in advance of the date of commencement of the leave, except in cases of adoption where less than two weeks' notice is provided to the nurse adopting, the nurse shall give written notification of the date of commencement of the leave. Parental leave shall end sixty-one (61) weeks after it began if the employee took pregnancy leave and sixty-three (63) weeks after it began otherwise, or on an earlier day if the nurse gives the Employer at least four (4) weeks prior written notice of that day.
- (ii) A nurse who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the nurse, shall be entitled to parental leave as defined by the *Employment Standards Act*.
- (iii) Parental leave may begin no later than seventy-eight (78) weeks after the child is born or comes into the nurse's custody, care and control for the first time. For nurses on pregnancy leave, parental leave shall begin immediately after pregnancy leave expires.

10.06

Educational Leave

- (a) Leave of absence without pay and without loss of seniority in accordance with Article 10.01 may be granted to a nurse who wishes to enroll in a post-graduate, certificate or degree course in a university, provided that such course is designed to further her career at the Employer. Leaves of absence in excess of one year will not be permitted. Employees may request additional one year leaves of absence at the end of a one year leave of absence for educational purposes. Additional one year leaves of absence will be evaluated based on business needs and will not be unreasonably withheld.
- (b) When a nurse is on duty and authorized to attend any in-service program

with the Employer and during her regularly scheduled working hours, she shall suffer no loss in regular pay.

The Employer agrees if training is scheduled on a nurse's day off, the nurse will work that entire day and be given a substitute day off by mutual agreement.

- (c) Staff may apply to receive an educational loan from the Employer. Terms and conditions are determined by the Employer.

10.07 Emergency Leave

A nurse will be granted ten (10) emergency leave days, the first two of which are paid, annually in accordance with the *Employment Standards Act*. In addition employees shall have the option to receive payment for such "unpaid days", to a maximum of four (4), by utilizing the nurse's credits under other provisions of the Collective Agreement. Written request for payment arising from any such clause must be received within two (2) weeks of the nurse's return to work. An employee utilizing other provisions of the Collective Agreement to secure pay for an unpaid emergency leave day will not have rights to further payment under those other provisions, with respect to Emergency Leave.

10.08 Military Leave

The Employer will make provisions for absences involving reservists serving on certain domestic operations such as search and rescue operations or national disasters such as flood relief or ice storms as well as for international deployments. A nurse is entitled to a leave of absence without pay if the nurse has been employed for at least six consecutive months, is a reservist and will not be performing the duties of his/her position because:

- (a) the nurse is deployed to a Canadian Forces operation outside of Canada;
- (b) the nurse is deployed to a Canadian Forces operation inside Canada that is or will be providing assistance in dealing with an emergency or with its aftermath.

10.09 Personal Leave of Absence

- (a) Any nurse with a minimum of one (1) year of service may be granted an unpaid leave of absence, for a period not to exceed thirty (30) calendar days without loss of seniority, provided such leave can be arranged without undue inconvenience to the department. A leave of absence which exceeds thirty (30) calendar days will affect seniority by a period equal to the total leave of absence. Leave of absence in excess of one (1) year will not be considered.
- (b) For all leaves of absence in excess of thirty (30) days the nurse will be required to pay one-hundred percent (100%) of their benefit premiums.
- (c) A nurse must submit their request, in writing, to their immediate supervisor at least eight (8) weeks except in extenuating circumstances prior to the beginning of the proposed Leave of Absence. Leaves of Absence must be

approved by the immediate supervisor, the Director and by Human Resources. The immediate supervisor will respond to the nurse's request, in writing, within one week of receipt. The Manager's response will be considered an approved copy of the leave of absence request.

- (d) Leaves of Absence of five (5) days or less may be granted by the immediate supervisor without further authorization, provided that the Leave of Absence does not create unacceptable inconvenience in the normal operation of the department.
- (e) All vacation entitlement, banked paid holidays (statutory holiday pay) and time owing must be used prior to a leave of absence being granted under this section.
- (f) Leave of Absences for alternate employment will not be granted.

10.10 Family Medical Leave

- (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act*.
- (b) A nurse who is on Family Medical Leave shall continue to accumulate seniority and service and the Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the nurse is participating during the leave.
- (c) Subject to any changes in a nurse's status which would have occurred had he or she not been on Family Medical Leave, the nurse shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay. If no comparable position is available, the nurse will be given layoff notice in accordance with Article 9.0.

10.11 The Leaves of Absence defined in Part XIV of the *Employment Standards Act, 2000* (which as of the date of signing of this Agreement were found in Sections 45 to 53 of this *Act*) apply to members of this Bargaining Unit unless other provisions of this Collective Agreement provide for superior terms.

ARTICLE 11 – SICK LEAVE PLAN

11.01 Current Plan – Nurses shall keep their current plan (See Appendix C).

ARTICLE 12 – HOURS OF WORK

12.01 (a) The Employer does not guarantee to provide work for the normal hours or for any other hours. Nothing in this agreement will constitute a guarantee or hours.

(b) Full-Time

The normal tour shall be composed of 8.0 consecutive hours, inclusive of meal times.

The normal bi-weekly work schedule shall consist of eighty (80) hours over a two (2) week period.

Part-Time

The normal tour shall be composed of eight (8.0) consecutive hours inclusive of meal times.

It is understood that there is no guarantee of hours for full time or part time nurses. Part time nurses are not guaranteed hours and are scheduled on an as needed basis.

If the Employer wishes to implement shifts that are longer than eight (8) hours both parties agree to meet regarding the implementation of these shifts. Client needs will be the basis of all scheduling and no schedule should be unreasonably withheld if it is of benefit to the people Bethesda is serving.

(c) Full-Time, Part-Time and Relief

There will be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute paid lunch period in each tour.

12.02 Nurses shall not be required to remain on standby outside of their regularly scheduled working hours.

Twin Lakes nurses that carry smart phones will only be required to have their smart phones in service during regular working hours.

Health Services also carries a blackberry during work hours.

12.03 Nurses shall not be required to attend overnight vacations with clients.

12.04 Scheduling Regulations

(a) The Employer agrees to discuss any proposed changes to present scheduling practices before implementing any such changes. Such discussions will be with the Nurse/Management Committee;

Discussion with respect to scheduling practices will occur at least four (4) weeks prior to the planned changes to allow staff to prepare for the changes.

(b) Shift schedules shall be posted four (4) weeks in advance to cover a four (4) week period.

(c) A request by a nurse for a change of scheduled working hours must be submitted in writing and be co-signed by the nurse willing to make the exchange. Such exchange shall be subject to the approval of the Employer and shall not in any event result in an additional cost to the Employer.

(d) Nurses may be required to work additional hours when a client or staff member is at risk.

- (e) Relief nurses are required to be available to work all shifts. Relief nurses are required to track their own hours.
- (f) All nurses are required to keep accurate time sheets. Time sheets are to be completed at the start and end of each shift.

Orientation and In-Service Program

- 12.05 An orientation and in-service program will be provided to all nurses. These programs shall be reviewed and discussed from time to time by members of the Nurse/Management Committee as established under Article 6.06.
- 12.06 A newly-employed nurse shall not be placed in charge, until she has been fully oriented to the client care area.
- 12.07 The following minimums shall be observed in the orientation/familiarization of a newly-hired nurse:
- (a) She is to be familiarized with the physical aspects of the building(s), the applicable policies, procedures and practices in the client care area.
 - (b) The period of orientation/familiarization shall be for a minimum of three (3) days or such greater period that the Employer deems necessary.
 - (c) She shall be an additional nurse to the usual staffing pattern.
 - (d) A new nurse will complete the employer designated behavior management training as soon as possible after hire or upon request from the employee.
 - (e) The nurse (s) involved in the orientation/ familiarization will confirm that it has been completed. This will be noted on the newly-hired nurse's personnel file, which will be reviewed with such nurse. The Employer and nurse shall identify any experiences and/or additional orientation needs required to meet the expectations of the client care area and the Employer shall support the nurse in achieving these orientation needs.
 - (f) A request by a nurse for additional orientation shall not be unreasonably denied as determined by the Employer.

ARTICLE 13 – PREMIUM PAYMENT

- 13.01 (a) Overtime at the rate of one and one-half (1½) times the nurse's basic straight time hourly rate of pay shall be paid for all authorized hours worked in excess of eight (8) hours.
- (b) In addition to (a) above, once a nurse has worked in excess of eighty (80) hours in a biweekly pay period the overtime rate of one and one-half times the nurse's basic straight time hourly rate of pay shall be paid for all authorized hours.
- (c) There shall be no duplicating or pyramiding of hours or overtime rates. Overtime payment hours shall not be included or counted as part of the

normal work week. Overtime payments shall only be made once for any hour worked.

- 13.02 (a) Time off in lieu of overtime pay for all hours worked in excess of eighty (80) hours in a given bi-weekly period, may be taken on a mutually agreed upon basis between the nurse and the Employer. Such time off will be the equivalent to the overtime rate the nurse had earned for working overtime. The Employer shall revert to payment of the overtime rate if time off is not taken within ninety (90) calendar days of completion of the work.

Requests for time off in lieu of overtime may be as days off or at a minimum of fifteen (15) minute intervals.

An employee with a FTE below 1.0 shall not be allowed to accumulate time owing other than those employees acknowledged in the Grandfather Clause.

- (b) No employee shall accumulate more than sixteen (16) hours of time owing. If more than sixteen (16) hours of time owing is accumulated the Employer reserves the right to pay the nurse out or the Employer will schedule the time off at a mutually agreeable time.

- 13.03 (a) (Article 13.03 (a) applies to full-time nurses only)

The posting of work schedules shall be as set out in Article 12.04. It shall be the responsibility of the nurse to consult posted work schedules. The Employer will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the personal attention of the nurse.

- (b) (Article 13.03 (b) applies to part-time nurses only)

The posting of work schedules for part-time nurses shall be as set out in article 12.04. It shall be the responsibility of the part-time nurse to consult posted work schedules. The Employer will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the personal attention of the part-time nurse.

- 13.04 Annual Fees for Nurses

Once each year the Employer will pay, when supported by evidence, the cost of the annual College of Nurses of Ontario (CNO) fees or any other fees required by Bethesda Community Services Inc. in the form of a bonus payment to the employee. Such bonus payment would be taxable income and considered non-pensionable.

ARTICLE 14 – PROFESSIONAL RESPONSIBILITY

- 14.01 Student Supervision

Nurses may be required, as part of their regular duties, to supervise activities of

students in accordance with the current College of Nurses of Ontario *Accountability Standards for RNs and RPNs Working with Students*. Nurses will be informed in writing of their responsibilities in relation to these students and will be provided with what the Employer determines to be appropriate training. Any information that is provided to the Employer by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students. Upon request, the Employer will review the nurse's workload with the nurse and the student to facilitate successful completion of the assignment.

14.02 Mentorship

Nurses may, from time to time, be assigned a formal mentorship role for a designated nurse. Mentorship is a formal supportive relationship between two (2) nurses, which results in the professional growth and development of an individual practitioner to maximize her or his clinical practice. The relationship is time limited and focused on goal achievement. Orientation to the organization or general functioning of the area does not constitute mentorship.

After consultation with the nurse being mentored and the mentor, the Employer will identify the experiences required to meet her or his learning needs, will determine the duration of the mentorship assignment and expectations of the mentor, and appropriate training. During the consultation process, the Employer will review the mentor's workload with the mentor and the nurse being mentored to facilitate successful completion of the mentoring assignment.

The Employer will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the parties. The Employer selects and assigns the mentor for a given mentoring relationship. At the request of any nurse, the Employer will discuss with any unsuccessful applicant ways in which she or he may be successful for future opportunities.

14.03 Re: Professional Responsibility

The parties have agreed to a Professional Responsibility Workload Committee within the work place. The main purposes of this committee will be outlined in the Terms of Reference.

This committee will be comprised of no more than five (5) management representatives and no more than five (5) union representatives to review any claims of workload concerns.

The parties further agree that they will work collaboratively on any workload concerns and ensure that the best service is provided to the individuals served by Bethesda.

Should the parties be unable to mutually agree on any workload concern the item will be referred first to a sole mediator for resolution and if mediation is not able to bring about a mutually acceptable resolution then the item may be referred to a single mutually acceptable arbitrator for resolution based on the mutually agreed upon workload items created for each position.

The parties will further agree to split the costs associated with any and all mediation and arbitration associated with this article.

ARTICLE 15 - HOLIDAYS

- 15.01 The following holidays will be recognized as paid holidays:
- | | |
|--------------------------|---------------------------|
| New Year's Day/January 1 | Canada Day/July 1 |
| Family Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Christmas Day/December 25 |
| | Boxing Day/December 26 |
- 15.02 (i) Where a nurse works on a holiday, she shall be paid at the rate of time and one-half (1½) her basic hourly rate of pay for all hours worked on such holiday, together with holiday pay.
- (ii) Holiday pay shall mean a nurse's regular pay for the normal daily hours of work at straight time.
- (iii) Full-Time
- A day off with pay in lieu of holiday pay will be granted on a mutually agreeable basis provided that the Employer will revert to the payment of holiday pay if such lieu day off is not taken within sixty (60) calendar days of the holiday worked.
- 15.03 Full-Time
- In the event that a recognized holiday falls within a nurse's vacation period, or on her scheduled day off, such nurse will be given a lieu day off with pay on a mutually agreeable basis provided that the Employer will revert to payment of the holiday pay if such lieu day off is not taken within sixty (60) calendar days of the holiday.
- 15.04 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked fall during the twenty-four (24) hour period, shall be deemed to be performed on the holiday for the full period of the tour.
- 15.05 This Article save as expressly provided herein will be administered in accordance with the requirements of the *Human Rights Act* for "Public Holidays".
- 15.06 A nurse shall not be paid for any recognized holiday if she:
- (a) does not work on such holiday for which she is scheduled, unless a satisfactory reason is provided to the Employer;
- (b) if she is absent her normal shift immediately preceding or her normal scheduled shift immediately following the holiday unless a justifiable reason has been submitted to the Employer;
- (c) if she does not, upon request, produce a medical certificate for illness occurring on her normal scheduled shift preceding the holiday or following the holiday. Such medical certificate shall set out the date of the illness and the nature of the illness.

- 15.07 Where a recognized holiday falls on a Saturday or Sunday the Employer shall designate either the working day immediately preceding or the working day immediately following the recognized holiday as the day on which the holiday will be celebrated.

ARTICLE 16 - VACATIONS

16.01 Full-Time

All nurses shall be granted vacation without loss of pay as follows:

- (a) a nurse who has completed less than one (1) year of continuous service shall be granted a vacation with pay on a pro rata basis, that is 1.25 days for each completed month of service, not to exceed fifteen (15) working days;
- (b) a nurse who has completed one (1) year but less than two (2) years of continuous employment shall be entitled to an annual vacation of fifteen (15) working days at normal salary;
- (c) a nurse who completed two (2) but less than eight (8) years of continuous employment shall be entitled to an annual vacation of twenty (20) days at normal salary;
- (d) a nurse who has completed eight (8) but less than fifteen (15) years of continuous employment shall be entitled to an annual vacation of twenty-five (25) days at normal salary;
- (e) a nurse who has completed fifteen (15) but less than twenty (20) years of continuous employment shall be entitled to an annual vacation of thirty (30) days at normal salary.
- (f) a nurse who has completed twenty (20) years or more of continuous employment shall be entitled to an annual vacation of forty (40) days at normal salary.
- (g) when a nurse has completed twenty-three (23) full years of service as of April 1st, and for each full year of service completed as of April 1st thereafter, the nurse shall be entitled to an additional eight hours of vacation. When a nurse has completed thirty (30) full years of service as of April 1st, the nurse shall receive forty (40) hours of vacation in addition to that noted above.
- (h) in addition to the above, all permanent full-time staff are entitled to four (4) floater holiday days.
- (i) vacation entitlement and floater days will be granted on April 1st each year.
- (j) Vacation hours must be used by March 31st in the year they were granted. Special requests for "carryover" of vacation into the following year will be considered on an individual basis.
- (k) Any nurses that have vacation time banked for early retirement prior to

September 30th, 2008 will be allowed to continue to bank vacation up to a maximum of ninety (90) days. Nurses that are permitted to bank vacation time for early retirement based on the above criteria must use a minimum of two (2) weeks' vacation per year.

Part-Time and Relief

All nurses shall be granted vacation on the following basis:

4% in lieu of vacation will be paid on all hours worked.

- 16.02 It is understood that the vacation year for the Employer is April 1st to March 31st of the following year.
- 16.03 Vacations will be scheduled at such time of the year considering the wishes of both the Employer and the nurse. The Employer reserves the right to schedule vacations in an emergency.
- 16.04 Where possible, prior to leaving on vacation, nurses will be advised as to the date and time at which to report for work following their vacation period.

16.05 Full-Time

Vacation pay for each week of vacation shall be at the basic rate of pay effective immediately prior to the vacation period.

Part-Time/Relief

Nurses will be able to request their vacation pay be paid out at any time during the vacation year. If no request is received by the last pay of the vacation year all outstanding vacation pay will be paid out. Vacation pay out on the first pay of December each year as well as the last pay of the fiscal year.

16.06 Vacation (Definition of Service)

For the purpose of vacation entitlement, service shall mean combined service in both a full time and a part time/relief capacity accumulated on a continuous basis. For the purpose of this clause, one thousand six hundred and fifty (1650) hours of part time/relief service shall equal one (1) year of full time service and vice versa.

- 16.07 Where a nurse's scheduled vacation is interrupted due to serious illness or bereavement leave, vacation will be suspended and deemed sick leave or bereavement leave.
- 16.08 A nurse who leaves the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her or him to the date of her or his separation.
- 16.09 A vacation request, which has been submitted by the nurse and then approved by the Employer, may not be cancelled by the Employer without the consent of the nurse.
- 16.10 Individual vacation days may be requested and shall not be unreasonably denied.

ARTICLE 17 – NEW CLASSIFICATIONS

17.01 When a new classification which is covered by the terms of this Agreement is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the bargaining unit of the same.

If the Union challenges the rate it shall have the right to request a meeting with the Employer to negotiate a mutually satisfactory rate.

Such request shall be made within ten (10) days after receipt of notice from the Employer of such new classification and rate.

Any new change mutually agreed to resulting from such meeting shall be retroactive to the date that the notice of the new rate was given by the Employer.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration as provided in this Agreement if submitted within fifteen (15) days of the meeting.

ARTICLE 18 – HEALTH & SAFETY

18.01 (a) The Employer will give due consideration, on a case-by-case basis, to the reimbursement to staff for property damaged by a client while the nurse is actively on duty.

(b) In any event the Employer will reimburse the nurse for clothing, and any watch damaged due to client action. The nurse will provide the applicable receipt/documentation of the original cost for the required reimbursement. If WSIB denies a nurse's claim for damaged eye glasses Bethesda will reimburse the nurse for the value of the glasses when the nurse provides documentation/receipt of the original cost.

(c) When a nurse's own personal vehicle is damaged during regular Employer business, due to a client's actions, The Employer will consider reimbursement of the deductible portion of the nurse's vehicle insurance payment.

18.02 (a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The Employer agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical injury or that gives a person reason to believe that she/he or another person is at risk of physical injury will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will take every precaution reasonable to rectify the abusive situation. The Employer shall provide orientation and training in health and safety to new and current nurses on an ongoing basis and nurses shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and

employee under the *Occupational Health and Safety Act*, making particular reference to the following:

- (i) The Employer and the Union recognize the Employer's obligation under section 25 (2) (h) to take every precaution reasonable to protect workers and section 32.0.5 (3) of the OHS Act to provide information, including personal information to a worker related to a risk of workplace violence from a person with a history of violent behaviour.
 - a) The Employer in consultation with the Joint Health & Safety Committee or Health and Safety Representative shall develop an effective written measure and procedure to put in place a warning system for all staff that may be exposed to individuals who have a history of violent behaviour. Such a system shall include flagging measures such as:
 - i. Information about an individual's triggers
 - ii. Record of high risk behaviours
 - b) These measures and procedures will be re-evaluated annually in consultation with the JHSC and or Health and Safety Representative.
- (ii) Fit testing will be provided by a qualified fit tester. The Employer will provide health screening and fit testing to each nurse upon hire and every two years thereafter or sooner if medical conditions or facial structure change significantly so as to adversely affect the seal and fit for the respiratory. Such conditions include but are not limited to the following: significant weight gain or loss, includes pregnancy weight gain or loss (greater than 10%); and dental changes such as new dentures or major reconstruction; and facial scarring; and facial cosmetic surgery. Nurses are responsible for reporting any of the above conditions to their manager and Human Resources, and undergo retesting to ensure a proper respirator seal. Nurses with other medical conditions that may interfere with the application and use of a respirator are responsible for notifying and consulting with their manager and Human Resources.

Where it is difficult to find N95 respirators that safely fit a nurse, the Employer may provide a respirator that fits properly and provides greater level of protection than is required or be accommodated.

The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to nurses at short notice in the event there are reasonable indications of the emergence of a pandemic.

World Health Organization or Public Health will determine emergence of a pandemic.

- (iii) When the employer receives written recommendations from a health and safety representative, that employer shall respond in writing within twenty-one days.
[*Occupational Health and Safety Act*, s.8(12)].
 - (iv) The employer's response shall contain a timetable for implementing the recommendations the employer agrees with and give reasons why the employer disagrees with any of the recommendations that the employer does not accept.
[*Occupational Health and Safety Act*, s. 8 (13)].
 - (v) The employer shall ensure that the equipment, materials and protective devices as prescribed are provided.
[*Occupational Health and Safety Act*, s. 25(1)(a)].
 - (vi) The employee shall use or wear the equipment, protective devices or clothing that the employer requires to be used or worn.
[*Occupational Health and Safety Act*, s. 28(1)(b)].
 - (vii) The employee shall not use or operate any equipment, machine, device or thing or work in a manner that may endanger himself, herself or any other worker.
[*Occupational Health and Safety Act*, s. 28(2)(b)].
 - (viii) A worker who is required by his or her employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use.
[*O. Reg. 67/93 – Health Care*]
 - (ix) The parties are committed to reducing the risk of injury from sharp medical devices and exposure to blood and body fluids. To this end, the Employer will continue in its use of safety engineered medical sharps and other safe work practices aimed at reducing the risk of injury from sharp objects wherever possible.
- (b) The parties will determine appropriate solutions to promote health and safety in the workplace, including, but not limited to:
- (i) Violence in the Workplace
 - (ii) Musculoskeletal Injury Prevention
 - (iii) Nurses who regularly work alone or who are isolated in the workplace

18.03 A Health and Safety Committee shall be established which is composed of an equal number of employee and Employer Representatives, but with a minimum of one (1) Representative selected or appointed by the Union.

18.04 The pay of nurses while serving on the Health and Safety Committee will be in accordance with the provisions in that regard of the Occupational Health and Safety Act (Ontario).

Part-time and Relief nurses shall be credited for seniority and service for all paid time spent meeting with the Employer under this Article.

ARTICLE 19 – HEALTH AND WELFARE BENEFITS

19.01 A nurse who is injured while at work and as a result of such injury is certified by a Doctor as unfit to complete the working day of shift shall receive pay at the regular rate for the time lost on the day that such injury is sustained.

19.02 The Employer agrees to maintain the current benefit plan in place for all eligible nurses within the bargaining unit effective January 14, 2011, except a maximum combined orthotics of \$500. (this is understood to mean all orthotics)

See Appendix B

19.03 All nurses presently enrolled in the Employer's Pension Plan shall maintain their enrolment in the Plan (HOOPP or another Pension Plan) subject to its terms and conditions. New nurses and nurses employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the plan when eligible in accordance with its terms and conditions. If a part-time nurse is eligible to join the pension plan but chooses not to the decision is made solely by the nurse based on the terms and conditions of the pension plan.

19.04 The Employer will pay their full share of employee benefits, including health and dental for any leave of absence due to illness, or disability or injury for a period of fifteen weeks. The nurse has the option to pay the full cost of the benefits to Bethesda via prepaid cheques.

ARTICLE 20 - WAGES

20.01 Classification and wage rates are set out in Appendix "A" which is attached hereto, and forming part of this agreement.

Current grid remains.

20.02 (a) Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form of otherwise. The nurse shall cooperate with the Employer by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Employer will credit a new nurse with one (1) annual service increment for every year of experience up to the maximum grid level. If a period of more

than two (2) years has elapsed since the nurse has occupied a full time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer. The Employer may also give effect to part-time nursing experience in special circumstances.

(b) (Applies to full-time only)

Upon completion of a continuous year of service, a nurse shall advance from her present wage level to the next increment level within her classification on her anniversary date of employment.

ARTICLE 21 – ACCESS TO FILES

- 21.01 A nurse shall, upon written request, be given copies of her application form, written warnings and notations of warnings and evaluations in her personnel file.
- 21.02 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. Each nurse shall have reasonable access to her file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Human Resources Manager or Designate. A copy of the evaluation will be provided to the nurse at her request.
- 21.03 Any letter of reprimand, suspension or other sanction will be removed from the record of the 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 such twelve (12) month period.

ARTICLE 22 – RETURN TO WORK/ACCOMMODATION

- 22.01 The Employer will notify the appropriate Union Representative as identified by the Union monthly of the names of all nurses who go off work due to a work related injury or when a nurse goes on Long Term Disability.
- 22.02 The Employer agrees to provide the nurse with a copy of the W.S.I.B. Form #7, and/or any other form at the same time as it is sent to the Board.
- 22.03 The Employer agrees to inform the nurse in the event that it intends to dispute a claim of work related injury.
- 22.04 Early and Safe Return to Work

The Employer and the Union are committed to a consistent and fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Employer, and to meeting or exceeding the parties' responsibilities under the law.

To that end, the Employer and the Union agree to cooperate in facilitating the return to work of disabled employees.

Prior to return to work a nurse will provide Human Resources with medical verification of her ability to return to work including information regarding any restrictions the nurse may have that require accommodation in order to safely return to work. Upon receipt of the above noted medical verification, or at the request of either party, the Employer, the Union and the nurse will meet within five (5) days to discuss the nurse's potential return to work. Such discussion may transpire via teleconference at the agreement of all the parties. The affected nurse may request the presence of the Bargaining Union President or designate, or the Labour Relations Officer to participate in the RTW discussion. However, the availability of these additional representatives will not delay such return to work (RTW) meeting. Following the RTW meeting, a copy of the workplace modification form will be provided to the nurse, the Bargaining Unit President and the Union's return to work representative.

For occupational illnesses and/or injuries, any of the parties may request the assistance of the WSIB Return to Work Specialist or the attendance of the WSIB RTW Specialist at any meeting at any time.

The parties shall decide what the follow up schedule will be to monitor the progress of the nurse with each plan. Regularly scheduled follow up meetings shall be conducted.

Responsibilities

(a) Nurse:

- (i) assist in the determination of the essential duties of the pre accident job;
- (ii) assist in the determination of essential duties of the pre-injury job;
- (iii) active involvement in the development of an individual ESRTW plan;
- (iv) maintain contact with the parties before and after the development and implementation of ESRTW plan;
- (v) report any problems with the modified job to the Union's Return to Work representative and Human Resources.

(b) Union Representative:

- (i) assist in the determination of the essential duties of the pre-accident job;
- (ii) assist in the determination of essential duties of the pre-injury job;
- (iii) assist in the placement of the worker into suitable and safe work in conjunction with the program goals;
- (iv) assist in the development of accommodation plans;
- (v) review progress of ESRTW participants;

- (vi) ensure that any accommodation suggestions do not pose a health and safety risk to the nurse or any other bargaining unit employee and are in accordance with the Collective Agreement;
 - (vii) review accommodations to assist in the development of new prevention strategies;
- (c) Human Resources:
- (i) assist in the determination of the essential duties of the pre-accident job;
 - (ii) determine the essential duties of the pre-injury job;
 - (iii) assist in the placement of the nurse into suitable and safe work in conjunction with the program goals;
 - (iv) assist in the development of accommodation plans;
 - (v) review progress of ESRTW participants;
 - (vi) review accommodations to develop new prevention strategies;
 - (vii) to ensure that any accommodation is in accordance with the Collective Agreement;
 - (viii) to assist in interpreting medical documents pertaining to the worker's functional abilities;
- (d) Manager from nurse's department:
- (i) assist in the determination of the essential duties of the pre-accident job;
 - (ii) be flexible in providing ESRTW alternatives;
 - (iii) co-operate in any approved accommodation;
 - (iv) ensure the work performed is consistent with the accommodation agreed to;
 - (v) monitor the work performance in order to prevent a re-injury or aggravation;

ARTICLE 23 – MISCELLANEOUS

- 23.01 The parties hereto agree to share equally the cost of printing this Agreement so that each nurse and all newly hired nurses will receive a copy.
- 23.02 Whenever the feminine pronoun is used in this Agreement it includes the masculine pronoun where the content so requires. Where the singular is used it may also be deemed to mean the plural.

- 23.03 The Employer shall provide copies of all existing rules and regulations to the Union.
- 23.04 The Employer shall provide a bulletin board for the purpose of posting Union Business.
- 23.05 Nurses who are required to use their own vehicle for the Employer's business shall be reimbursed as follows: kilometre base mileage rate in accordance with the Employer policy on Mileage Reimbursement however it will be no less than .44 cents/kilometre.

23.06 Incllement Weather

The Employer management will make the decision whether to close a program or not. In the event of a closure due to weather conditions, the nurses will be contacted by their immediate supervisor or designate to inform them of the decision. Contact to nurses will provide as much notice as possible.

If a program is closed by management, nurses that were scheduled to work will be paid for their regularly scheduled hours that day. Nurses who have called in sick prior to notification of a closure, or nurses who have a scheduled day off, will not be entitled to payment for regular hours. They will be entitled to sick time (if they qualify) or vacation/float/LOA day whichever applies.

Unless notified otherwise, or pending a police ordered road closure, all nurses of the Employer who are not part of a program closure are expected to arrive, on time for regularly scheduled work.

In the event that road conditions, or weather conditions create a situation where the nurse deems it unsafe to report to work for their regularly scheduled shift, the nurse should use their own judgement. In this event, the nurse will be expected to contact their immediate supervisor. If the nurse chooses not to attend work they will not be paid. The nurse may choose to use vacation, Float Day or time owing.

23.07 Grandfather Clause

The parties agree that Miriam Bauer and Bonnie Bervoets who work less than 1.0 FTE will be grandfathered as full-time for the purposes of vacation, seniority advancement, Sick Leave and LTD, Health and Welfare Benefits, Pension, Paid Holidays, Layoff and Recall, Pregnancy/Parental Leave and salary grid placement.

ARTICLE 24 – TERM OF AGREEMENT

- 24.01 This Agreement shall continue in effect until March 31, 2020 and shall remain in effect from year-to-year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 24.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.
- 24.03 The Parties agree the Collective Agreements will include the following retroactivity provision:

- (a) All amended provisions are effective the date of the award, unless otherwise provided. Retroactivity will be paid within two full pay periods of the date of the settlement on the basis of hours paid. Retroactive pay will be paid on a separate cheque.
- (b) The Employer will contact former employees at their last known address on record with the Employer, with a copy to the union, within 30 days of the date of the settlement to advise them of their entitlement to retroactivity.

Dated at Thorold, Ontario, this 16th day of March, 2018.

FOR THE EMPLOYER

FOR THE UNION

Paul McGowan

Tam Gallagher
Labour Relations Officer

Margaret Lockhart

Miriam Bauer, RN (BUP)

Danielle Hamilton

Bonnie Bervoets, RN

Karen Hodgson

Tracy Foisey

APPENDIX "A" SALARIES**Classification – Registered Nurse**

	April 1, 2017	April 1, 2018
Start	\$29.80	\$30.10
Year 1	\$30.47	\$30.77
Year 2	\$31.16	\$31.46
Year 3	\$31.81	\$32.11

The Parties agree to a general wage increase of \$0.25 per hour effective April 1, 2017. All ONA members shall receive retroactive pay from the period April 1, 2017. Wage rates contained in Appendix A shall be adjusted to reflect this wage increase. The Employer shall provide the Union with the total gross amount of retroactive pay provided to each individual member.

A general wage increase of \$0.30 per hour effective April 1, 2018. Wage rates contained in Appendix A shall be adjusted to reflect this wage increase.

Following April 1, 2019, each ONA bargaining unit member, employed by Bethesda Community Services Inc. as of April 1, 2019, shall receive, by separate cheque, a Registered Nurse Retention Bonus in the amount of five hundred dollars (\$500.00) less applicable statutory deductions. Such payment shall be made no later than the first pay date following April 1, 2019.

NOTE: Please refer LOU in collective agreement indicating should government funding be increase the new rates will be reflected on the salary grid.

A.01 Full-time Advancement on the Salary Grid

Full-time nurses will move from year to year on the salary grid according to their Full-time start date or the start date of their most recent full-time position until they reach the highest rate of pay on the salary grid.

A.02 Maintenance of Level on Salary Grid

Nurses who change their status from part-time to full-time will maintain their same level on the salary grid.

For the purpose of this clause, a nurse who is so transferred will receive full credit for hours paid since her last advancement or placement on the grid for the purposes of further advancement on the grid.

A.03 Part-Time and Relief

- (i) The hourly salary rates inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for Regular part-time and Relief nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate plus 5%

- (ii) The hourly salary rates payable to part-time and relief nurses include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically to part-time and relief nurses in this Agreement.

- (iii) It is understood and agreed that part-time and relief nurses hourly rates (or straight time hourly rate) in this Agreement does not include the additional 5% which is paid in lieu of fringe benefits and accordingly the 5% added payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments. The payment in lieu shall be reduced to 2.5% for part-time nurses who enroll in the pension plan.

A.04 Part-Time and Relief

Maintenance of Level on Salary Grid

Nurses who change their status from full-time to part-time will maintain their same level on the salary grid.

For the purpose of this clause, a nurse who is so transferred will receive full credit for hour paid since her last advancement or placement on the grid for the purposes of further advancement on the grid.

A.05 Part-Time and Relief

Advancement on Grid

Part-time and Relief nurses will advance on their salary grid for every one thousand six hundred and fifty (1650) hours worked or until they reach the highest level on the salary grid.

A.06 Full-Time, Part-Time and Relief

Placement on the Salary Grid

All nurses will be placed on the appropriate level of the salary grid according to their seniority as of the date of certification July 16, 2010. Advancement in the salary grid will be as above for all classifications of nurses from the date of certification July 16, 2010. All current nurses will remain at their current grid placement or any higher grid placement as outlined in this agreement.

APPENDIX "B" BENEFIT SUMMARY**Healthcare**

Covered expenses will not exceed customary charges.

Deductibles

Individual	\$25.00 each calendar year
Family	\$50.00 each calendar year

The individual and family deductibles do not apply to In-Canada Prescription Drugs, Out-of-Country Emergency Care, Chronic Care, Visioncare, Global Medical Assistance and In-Canada Hospital expenses.

Reimbursement Level	100%
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Basic Expense Maximums

Hospital	Private Room
Chronic Care	\$3.00 per day to a maximum of 120 days every 12 months
In-Canada Prescription Drugs	Included
Smoking Cessation Products	\$500.00 Lifetime
Hearing Aids	\$700.00 every 5 years
Dispensing Fee Limit	The covered expense for the dispensing fee portion of a prescription drug charge is limited to \$7.00
Custom-fitted Orthopedic Shoes, Custom-made Foot Orthotics and all Orthotic-related items	Orthotics – Requirement of a Chiropractor, Podiatrist or Family Doctor note \$500.00 every 12 months
Myoelectric Arms	\$10, 000.00 per prosthesis
External Breast Prosthesis	1 every 12 months
Surgical Brassieres	2 every 12 months
Mechanical or Hydraulic Patient Lifters	\$2000.00 per lifter once every 5 years
Outdoor Wheelchair Ramps	\$2000.00 Lifetime
Blood-glucose Monitoring Machines	1 every 4 years
Transcutaneous Nerve Stimulators	\$700.00 Lifetime
Extremity Pumps for Lymphedema	\$1500.00 Lifetime
Custom-made Compression Hose	4 pairs each calendar year
Wigs for Cancer Patients	\$200.00 Lifetime

Paramedical Expense Maximums

Chiropractors	\$500.00 each calendar year
Physiotherapists	\$500.00 each calendar year
Podiatrists	\$500.00 each calendar year
Naturopaths	\$500.00 each calendar year
Osteopaths	\$500.00 each calendar year
Psychologists/Social Workers	\$500.00 each calendar year
Speech Therapists	\$500.00 each calendar year

Massage Therapists	\$500.00 each calendar year
Acupuncturists	\$100.00 each calendar year

Visioncare Expense Maximums

Eye Examinations	
- dependent children under age 18	1 every 12 months
- all others	1 every 24 months
Glasses, Contact Lenses and Laser Eye Surgery	\$200.00 every 24 months
Lifetime Healthcare Maximum	Unlimited

Dentalcare

Covered expenses will not exceed customary charges

Payment Basis	The dental fee guide in effect in your province of residence one year prior to the date treatment is rendered
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Deductible	Nil
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Reimbursement Levels

Basic Coverage	100%
Orthodontic Coverage	50%
Accidental Dental Injury Coverage	100%

Plan Maximums

Basic Treatment	Unlimited
Orthodontic Treatment	\$3000.00 Lifetime
Accidental Dental Injury Treatment	Unlimited

APPENDIX “C” – SICK PLAN SUMMARY

First 4 sick codes (incidents) - First 5 days	Paid @ 100% of employee's regular pay
- 6 th and subsequent days (up to 600 hours or 15 weeks)	Paid @ 66% of employee's regular pay
5 th sick and subsequent sick codes	- No pay for the 1 st day of illness - Paid @ 66% (up to a 600 hours or 15 weeks)
Reinstatement of Benefits	
Employee returns from an absence and works FT continuously for 3 weeks	The benefit period of 15 weeks is reinstated in full.
Employee returns to work and is absent within the first three weeks for the same or related illness	The balance of original sick pay benefit will apply. No new sick code is started.
If the employee returns to work and is absent within the first three weeks due to a different illness – not related to initial illness	The full 15 weeks benefit period will apply
After 600 hours or 15 weeks of disability Eligible to apply for Sick Pay benefits from EI	This Sick Pay benefit is available from the 16 th – 30 th weeks of disability
After 30 weeks of disability	- Eligibility for Long-Term Disability - Staff must apply for Long-Term Disability

LETTER OF UNDERSTANDING

Between:

BETHESDA COMMUNITY SERVICES
(hereinafter referred to as the "Employer")

And:

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

Re: Recruitment Bonus

A nurse who refers competent individuals to the Employer for the purposes of employment shall receive two hundred (\$200.00) dollars should the individual they referred be hired and successfully complete the probationary period.

The incentive only refers to targeted positions. Targeted positions will be those which the Employer has found to be difficult to staff. The Employer will identify on the postings, the positions that are targeted and qualify for this incentive.

Dated at Thorold, Ontario, this 16th day of March, 2018.

FOR THE EMPLOYER

FOR THE UNION

Paul McGowan

Tam Gallagher
Labour Relations Officer

Margaret Lockhart

Miriam Bauer, RN (BUP)

Danielle Hamilton

Bonnie Bervoets, RN

Karen Hodgson

Tracy Foisey

LETTER OF UNDERSTANDING

Between:

BETHESDA COMMUNITY SERVICES
(Hereinafter referred to as the "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as the "Union")

Re: Increased Funding – In Reference to Appendix “A” Salaries and Article 21 – Wages

The parties agree that if the Employer is to receive extraordinary funding providing by the Ministry of Community and Social Services (hereinafter referred to as the Government) that is wholly expressed specifically directed to the payment of wages and benefits, from April 1, 2018, to March 31, 2020, the Employer agrees to distribute the said extraordinary money as directed by the Government of Ontario; and, in the absence of such direction the Employer agrees to distribute the said money such that all employees of the Employer receive the same percentage increase. It is understood that only funding specific to wages and benefits will be paid to staff.

For the purposes of this letter Extraordinary Funding is defined as:

- I. Funding by the Government of Ontario provided outside the ordinary process of funding by the Government of Ontario, and
- II. Which is designated solely for the purposes of distribution to designated employees of the Employer with respect to the designated time period.

This letter of understanding shall expire on March 31, 2020.

Dated at Thorold, Ontario, this 16th day of March, 2018.

FOR THE EMPLOYER

FOR THE UNION

Paul McGowan

Tam Gallagher
Labour Relations Officer

Margaret Lockhart

Miriam Bauer, RN (BUP)

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