

COLLECTIVE AGREEMENT

Between:

KNOLLCREST LODGE
(Hereinafter referred to as the "Employer")

And:

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

Expiry Date: March 31, 2022

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish by mutual agreement an orderly collective bargaining relationship between the Employer and the nurses concerned, and to provide for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work, and wages for all nurses within the bargaining unit.
- 1.02 It is recognized that the nurses wish to work together with the Employer to secure the best possible nursing care and health protection for residents.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Knollcrest Lodge, save and except the In-service Co-ordinator, Director of Nursing and persons above the rank of Director of Nursing.
- 2.02 (a) In order to protect the standard of nursing care, the Employer agrees that no one outside of the above-mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit except for the purpose of instruction or experimentation or on a once only basis where the immediate health of a patient requires it, if the performance of such work results in the layoff or reduction in hours of any member of the bargaining unit.
- This clause shall be interpreted so as to allow the continued assignment of duties to RPN's that overlap with the work normally performed by members of this bargaining unit, and shall also permit the assignment of the administration of medications to certified RPNs.
- (b) The Employer will not contract out registered nursing services. The Existing Registered Nurses Scheduled work shifts per week shall not be reduced as a result of contracting-out. The Employer shall endeavour to maintain the present ratio of full-time to part-time employees.
- (c) The Employer agrees that the minimum staffing level for RNs at Knollcrest will be one (1) RN per shift (157.5 hours per week), as per practice as of April 1, 2003. Nothing herein prevents the Employer from creating additional RN positions at Knollcrest. If any additional RN hours are added, 2.02 (a) shall not apply so as to prevent the Employer from returning to the minimum level of RNs set out herein.

The Employer will provide to the Union with copies of anything in the Service Agreement with the Ministry of Health and Long Term Care that it is required to post.

- 2.03 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and the *Nursing Act*.
- 2.04 A nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses of Ontario must obtain their General Class Certificate of Registration prior to the expiry of their Temporary Class Certificate. If the nurse fails to obtain their General Class Certificate of Registration prior to the expiry of their Temporary Class Certificate of Registration they will be deemed to be not qualified for the position of registered nurse and they will be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration.
- 2.05 The word "nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- 2.06 The Employer agrees to give representatives of the Ontario Nurses' Association access to the Lodge for the purposes of discussing Association business with the Employer, such as investigating grievances, attending meetings or otherwise assisting in the administration of this Agreement.
- The Employer recognizes the Staff Representative of the Ontario Nurses' Association as the sole signing authority for the Association.
- 2.07 (a) A full-time employee shall mean an employee covered by this Agreement who is committed to and regularly works the full work period of *seventy-five (75)*, exclusive of overtime.
- (b) A regular part-time employee is one who is committed to and regularly works less than the full prescribed bi-weekly hours of work.
- (c) A casual part-time employee means an employee who is called to work on a call in basis, but who does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is made available to them.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Association recognizes that the management of the Lodge is fixed and shall remain with the Employer. Without restricting the generality of the foregoing, the Association acknowledges that it is the function of the Employer to:

- (a) carry out the direction of the working forces; exercise the right to plan, direct and control the operation of the Employer; exercise the right to introduce new and improved therapeutic methods, facilities and equipment; determine the amount of supervision necessary and work schedules; establish, in co-operation with the professional nursing staff, standards of care and quality; and determine the extent to which the Employer will be operated and increase or decrease in employment;
- (b) maintain order, discipline and efficiency;
- (c) hire, promote, demote, lay-off, recall, suspend, discharge for just cause, or otherwise discipline, provided that a claim of discriminatory promotion, or demotion, or a claim that an employee has been unjustly discharged, suspended or disciplined, may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- (d) establish and enforce reasonable rules and regulations, provided that the Employer advises the Association of changes in rules and regulations before implementation.

3.02 The Employer will not exercise its rights or make or enforce rules or regulations in a manner inconsistent with the provisions of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Parties agree that there will be no discrimination, interference, restriction or coercion being exercised or practised with respect to any nurse by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability; nor by reason of membership, activity, or lack of activity on behalf of the Association.
- 4.02 The Employer agrees that no members of Management will seek by interference, restriction or coercion to persuade a nurse not to exercise their rights under this Collective Agreement.
- 4.03 The Union and Employer agree to abide by the Ontario Human Rights Code.
- 4.04 "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome".
ref: *Ontario Human Rights Code, Sec. 10 (1)*.

- (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, same-sex partnership 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 their employer or agent of the employer or by another employee," [ref: *Ontario Human Rights Code*, Sec. 7 (2)].
- (c) Every person who is an employee has a right to freedom from workplace harassment in accordance with *Occupational Health and Safety Act*, Sec. 1 (1).

"Workplace Harassment" means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome". Ref: *Occupational Health and Safety Act*, Sec. 1 (1).

The employee rights set out above shall be interpreted within the context of the Ontario Human Rights Code.

An employee who believes that they have been harassed, contrary to this provision shall be encouraged by both parties to follow the Employer's policy on harassment and process. Failing resolution, an employee may follow the process set out in the Complaint, Grievance and Arbitration procedure in Article 8 of the Collective Agreement. The employee shall be encouraged by both parties to exhaust these processes prior to filing a complaint with the Ontario Human Rights Commission.

ARTICLE 5 - NO STRIKES AND NO LOCKOUTS

- 5.01 The Association agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the Labour Relations Act, R.S.O. 1980, c. 228 as amended.

ARTICLE 6 - ASSOCIATION SECURITY

- 6.01 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association. The Provincial Secretary Treasurer of the Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Provincial Secretary Treasurer of the

Association, monthly its cheque for the dues so deducted, along with a list of the names of the nurses and the amount of such deduction for each nurse. Each list shall show the Social Insurance Number of each nurse and the initial list shall contain the address of each nurse. The Employer also agrees to inform the Association of those nurses who are on paid leave of absence, who have terminated, or who have transferred from full-time to part-time and vice versa.

- 6.02 The Association shall indemnify and save the Employer harmless with respect to any liability for dues so deducted and remitted.
- 6.03 The Employer will provide each nurse with a T-4 supplementary slip showing the dues deducted in the previous year, for income tax purposes.

ARTICLE 7 - ASSOCIATION COMMITTEES AND REPRESENTATIVES

- 7.01 The Employer will recognize the following representation:
- (a) Two (2) nurse representatives. One of these representatives will be recognized as the Bargaining Unit President. Upon mutual agreement of the parties, the foregoing numbers may be altered from time to time.
 - (b) A Grievance Committee of one (1) nurse.
 - (c) A Negotiating Committee of two (2) nurses.
 - (d) A Nursing Committee composed of an equal number of Employer representatives and members of the Union will meet at the request of either party. The parties further agree to meet at least once every three months. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content and other matters of mutual concern. Minutes of these meetings shall be maintained.
 - (e) Joint Health and Safety Committee
 - i) Recognizing its responsibilities under the applicable legislation, the Employer and the Association agree that they mutually desire to maintain standards of safety and health in the Lodge in order to prevent accidents, injury and illness.
 - ii) An Joint 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 Association from amongst bargaining unit employees. The representative of

the Ontario Nurses' Association will be certified as per the Occupational Health and Safety Act, or the Employer will use the funds from the ONA Education Fund as set out in Article 7.07 to pay for the representative to receive the education to become certified as soon as possible after being elected as the ONA representative. The Health and Safety Committee shall hold meetings every second month or more frequently at the call of the chair if required for jointly monitoring, inspecting, investigating and reviewing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Association. The responsibility for chairing meetings and for minutes shall be determined by the Committee.

- iii) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to safety and health.
- iv) When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable actions(s) that reduces risk and protects employees.
- v) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- vi) All time spent by a member of the Accident Prevention-Health and Safety Committee attending meetings of the Committee and carrying out their duties shall be deemed to be work time for which they shall be paid by their Employer at their regular or premium rate as may be proper, and they shall be entitled to such time from their work as is necessary.
- vii) The representative selected or appointed by the Association shall be entitled to paid leave(s) of absence for education on occupational health and safety, as recommended by the Occupational Health and Safety Committee and approved by the Administrator.
- viii) Violence in the Workplace
 - A) The parties agree that violence shall be defined as any incident in which a nurse is abused, threatened or assaulted while performing their work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The

parties agree that such incidents will not be condoned.
Any nurse who believes

they have been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.

- B) The Employer agrees to develop formalized policies and procedures in consultation with the Accident Prevention - Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
 - C) The Employer will report all incidents of violence as defined herein to the Accident Prevention - Health and Safety Committee for review.
 - D) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new nurse's orientation and updated as required.
 - E) Subject to appropriate legislation, the Employer will inform the Union within three (3) days of any nurse who has been subjected to violence while performing their work. Such information shall be submitted in writing to the Union as soon as practicable.
- ix) The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not limited to:
- Musculoskeletal Injury Prevention
 - Needle Stick Injury Prevention
 - Personal Protective Equipment
 - competency under the Act for those persons with supervisory responsibilities.
- x) When faced with occupational health and safety decisions, the Home will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing reasonably accessible personal protective equipment (PPE) that reduces risk and protects employees.

The Home will ensure there is an adequate supply of Pandemic PPE. The Home will advise the JHSC the supply of Pandemic PPE on an annual basis and whenever they are required to advise the government.

- 7.02 The Association will supply the Employer with the names of their representatives and any changes thereto.
- 7.03 The Employer shall pay all nurse representatives and all committee members their respective salaries for all time spent in the performance of their duties.
- 7.04 The Association shall have the right to have the assistance of representatives or consultants from outside the employ of the Employer.
- 7.05 The Employer agrees to provide a representative of the Association with a fifteen (15) minute period within the orientation program in order to meet with newly hired nurses.
- 7.06 All references to representatives and Committee members in this Agreement shall be deemed to mean representatives and Committee members of the duly chartered local.
- 7.07 An education fund will be maintained by the Employer based on the following formula:
- One hundred and twenty dollars (120.00) annually for each full time nurse
PLUS
Sixty dollars (\$60.00) annually for each part time nurse.
- 25% of number of nurses in bargaining unit x 4 days pay per nurse

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

- 8.01 Any nurse(s) or the Association may present a complaint at any time without recourse to the formal written procedure contained herein, but in the normal course of events grievances shall be registered with the Employer as follows:

STEP NO. 1

A nurse(s) or the Association on their behalf or in its own stead may present a grievance in writing to the Director of Nursing. Such a grievance must be presented within ten (10) days of the date of its occurrence or when it came to the attention of the nurse or the Association. The Director of Nursing shall render a decision in writing within five (5) days following the day on which

the grievance was submitted. If the decision is unsatisfactory to the nurse(s) or the Association, Step No. 2 may be followed within ten (10) days.

STEP NO. 2

The grievance shall be referred to the Chief Executive Officer or designate who shall call a meeting with the Union Representative at the request of either party at a time mutually convenient to both parties. Within seven (7) days following the meeting or within five (5) days following submission to the Chief Executive Officer, if no such meeting is held, the Chief Executive Officer shall reply in writing to the nurse(s) and the Chairperson of the Union Representative. If the decision is unsatisfactory to the nurse(s) or the Association, it may be referred to arbitration, if it relates to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable.

- 8.02 At the first step of this grievance procedure an aggrieved nurse, if they so desires, may be accompanied by a nurse representative. At Step II of the grievance procedure a representative of the Ontario Nurses' Association may be present at the request of the local Association or the Employer, and the Employer may have such counsel and assistance as it may decide.
- 8.03 Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step.
- 8.04 When a grievance is submitted it shall be in writing, clearly setting forth the nature of the grievance, and the remedy sought.
- 8.05 Time limits fixed in the Grievance and Arbitration Procedures may be extended by mutual consent.
- 8.06 A nurse is entitled prior to the imposition of discipline, suspension or discharge, to be given written reasons for such action and the Employer must notify the nurse of their right to have an Association representative present at any meeting to be held with the Employer to discuss the discipline, suspension or discharge. If a nurse declines their right to have an Association representative present, the Employer agrees to notify the Association within three (3) days of any such discharge, discipline or suspension. Should the nurse(s) or the Association wish to file a grievance against any such discharge, suspension or discipline, it shall be reduced to writing and filed within ten (10) days. It is understood that probationary employees may be suspended or discharged for any reason, so long as the discharge or suspension was not done in a manner that was arbitrary, discriminatory or in bad faith.
- 8.07 A grievance claiming discipline, suspension or discharge without just cause may be settled by confirming the Employer's action or by reinstating the

nurse and making them whole in all respects, or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitration Board.

- 8.08 Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Association has a grievance, such a question or grievance may be directly submitted to the 2nd Step of the Grievance Procedure as outlined within ten (10) working days after the circumstances giving rise to it occurred or originated therein by-passing any prior step of the Procedure.
- 8.09 The Employer may institute a grievance consisting of an allegation of a general misinterpretation or a violation of this Agreement in writing, dated and signed, by forwarding a written statement of said grievance to the local representative of the bargaining unit, with a copy to the Employment Relations Officer of the Ontario Nurses' Association, provided it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred. A meeting will then be held between the Employer and the Association within ten (10) days. The Association shall give its decision in writing within ten (10) days after receiving the written grievance, and failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with the Arbitration procedure.
- 8.10 Subject to subsection 48(16) of the Labour Relations Act R.S.O. 1995, c. 228, the time limits specified in the grievance and arbitration procedure are mandatory and not merely directory. A grievance or submission to arbitration outside the time limits herein shall be deemed withdrawn and inarbitrable.
- 8.11 All agreements reached under the grievance procedure between the Employer and its representatives, the Association and its representatives and the grievor will be final and binding upon the Employer, the Association and the grievor involved.
- 8.12 The Employer will provide the necessary facilities for grievance meetings.
- 8.13 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or 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 ten (10) days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a third

person who shall be Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario, upon request of either party.

- (b) Within ten (10) days of the receipt of notice referred to in Article 8.13 (a) above, either party may require a process for a sole arbitrator, selected from arbdates, or where that is not possible, as appointed by the Ministry of Labour, where the grievance concerns:
 - i) a job posting
 - ii) a short term layoff
 - iii) responsibility pay, premiums, overtime and call-in pay
 - iv) entitlement to leave
 - v) scheduling issues
 - vi) any other grievance as mutually agreed

All references in Article 8 to an Arbitration Board shall be taken to include a sole arbitrator.

Once appointed the sole arbitrator shall have the power to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 8.14.

- 8.14 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 nurse affected by it.
- 8.15 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it nor shall any practices or customs become binding unless reduced to writing by the Association and the Employer.
- 8.16 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.
- 8.17 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own appointee and one-half ($\frac{1}{2}$) of the expenses and fees of the Chairperson.
- 8.18 Upon mutual agreement of the parties in writing, a single arbitrator may be substituted for the Board of Arbitration. In such a case, all of the other provisions of this Article shall continue to apply as with the Board of Arbitration.
- 8.19 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

- 8.20 Any time limits referred to in the Grievance and Arbitration Procedures shall be exclusive of Saturdays, Sundays, Paid Holidays and the days off of the aggrieved nurse.

ARTICLE 9 - JOB SECURITY

- 9.01 (a) The Employer shall keep up-to-date separate seniority lists for both full-time and part-time nurses and shall forward three (3) copies of same to the Association which shall be posted thirty (30) days after the signing of this collective Agreement and by January 31st thereafter.
- (b) Seniority for full-time nurses shall be defined as the length of employment with the Employer since date of last hire.
- (c) Seniority for part-time nurses shall be based on the total number of hours worked since the date of hire.
- (d) It is agreed that 1500 hours of part-time seniority shall be the equivalent of one year of full-time seniority and vice-versa.

- 9.02 Newly employed nurses shall be considered probationary for sixty (60) worked tours or six (6) months, whichever comes first. If retained, the nurse shall be credited with seniority from date of hire, to be calculated in accordance with Article 9.01.

Only one probationary period need be completed by a nurse irrespective of their change in status from full-time to part-time or vice versa.

The release of a probationary nurse shall not be subject to the grievance procedure unless the nurse is released for exercising their rights under this Agreement, or the decision to release them has been arbitrary, discriminatory, or in bad faith.

- 9.03 In the case of all vacancies, the Employer will post notices of such vacancies, stating the area of the vacancies, in locations to be determined mutually for six (6) calendar days prior to making an appointment to any such position in order that any interested nurse may apply. A copy of such notice shall be sent to the Association. The name(s) of the successful applicant(s) shall be posted by the Employer.
- 9.04 A nurse may make a written request for transfer by advising the Lodge and filing a request for transfer indicating their name, qualifications and requested area of assignment. A request for transfer shall become active as of the date it is received by the Lodge and shall remain so until December 31 following. Such requests will be considered as applications for posted

vacancies and subsequent vacancies created by the filing of a posted vacancy.

9.05 In all cases of transfer, promotion or demotion, the following factors shall be considered:

- (a) ability, experience and performance, and
- (b) seniority.

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern. However, if senior applicants are refused a position, they will be given the reason for such refusal in writing, if requested.

9.06 Layoff and Recall

- (a) Where there is a reduction in the regularly scheduled hours of work of any nurse, the Employer shall layoff such nurse in order of seniority with the most junior nurse being laid off first.
- (b) Nurses shall be recalled in reverse order of layoff.
- (c) All nurses who are on layoff will be given job opportunity before any new nurse is hired.
- (d) No nurse may be laid off until they have received twenty-one (21) calendar days' notice of layoff or pay in lieu thereof.

9.07 The Employer will outline to the nurse(s) selected to fill a temporary vacancy, caused by whatever reason, the conditions and duration of such vacancy. In any event, such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy. A nurse who is absent due to illness or leave of absence shall have the right to return to their former position.

Regular Part Time and Casual Nurses, and Nurses hired as an external applicant will be deemed to retain their part time status or have part time status as the case may be. For greater clarity, and without limiting the generality of the forgoing, such nurses will receive the payment in lieu of benefits for the duration of their temporary position. It is also understood that in the case of any job posting all internal applicants will be considered before any external applicants are considered.

9.08 (a) A nurse who has been requested to substitute temporarily in a classification that is excluded from the bargaining unit, may refuse to do so. If they consent they shall be deemed to be covered by the Collective Agreement, but shall be compensated in accordance with the excluded classification.

- (b) The Employer agrees to provide adequate orientation to a nurse to fill the role of these positions.

9.09 All seniority, vacations and other credits obtained under this Agreement shall be retained and transferred with the nurse if they change their status from full-time to part-time and vice versa, on the basis of 1500 part-time hours worked being the equivalent of one (1) year full-time employment and vice versa.

9.10 Seniority and service shall be retained and accumulated when a nurse is absent from work under the following circumstances:

- (a) when on an approved leave of absence with or without pay not exceeding thirty (30) continuous calendar days;
- (b) when in receipt of sick leave credits;
- (c) when in receipt of Workplace Safety and Insurance Board benefits;
- (d) when on pregnancy or parenting leave.

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

- (a) when on an approved leave of absence without pay exceeding thirty (30) continuous calendar days;
- (b) when absent on account of accident or illness and not in receipt of sick leave credits, or of Workplace Safety and Insurance Board Benefits;
- (c) when absent due to lay-off;

9.12 A nurse shall lose all seniority and shall be deemed to have quit the employ of the Employer if they:

- (a) resigns;
- (b) is discharged for cause and the discharge is not reversed through the grievance procedure;
- (c) is absent for three (3) consecutive scheduled days without notifying the Employer unless a satisfactory reason is given, and such employee shall be deemed to have quit the employ of the Employer without notice;
- (d) fails to contact the Employer for the purpose of making arrangements for return to work within two (2) weeks from the receipt of a notice of

recall sent by Registered Mail, after layoff. The notice shall be sent to the address of the employee, last on file with the Employer, and a copy shall be sent to the Local Association;

- (e) is laid off for more than twelve (12) consecutive months.

ARTICLE 10 - EMPLOYEE FILES

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

ARTICLE 11 - LEAVES OF ABSENCE

- 11.01 Written requests for leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be as far in advance as possible, and a written reply will be given within seven (7) days of the date of such request, except in cases of emergency in which case a reply will be given as soon as possible. If the leave of absence is denied, such written reply shall contain the reasons for the denial. Requests for leave of absence shall not be unduly withheld. It is understood that leaves of absence with or without pay may be granted for purposes other than those listed below.
- 11.02 Nurses will be allowed leave of absence with pay to attend workshops which are employment related and professional meetings. Selection of the nurses shall be made on an equitable basis from those who apply to attend such programs.
- 11.03 Leave of absence with or without pay and without loss of seniority will be granted by the Employer, if possible, to any nurse who wishes to enrol in a post-graduate course, certificate or degree course from a university or community college or other institution offering employment related courses.
- 11.04 Compassionate Leave
- In the event of the death of a nurse's spouse (including common-law spouse), child (including step-child), such nurse shall be granted five (5) consecutive days off, ward, parent, guardian, brother, sister, mother-in-law, father-in-law, foster parent, step-child, grandparent, grandchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, or relative living in the same household, such nurse shall be granted three (3) consecutive days off, without loss of their regular pay for their scheduled hours. It is recognized that additional leave where necessary shall be deducted from sick leave credits. In cases where travel time is required

additional leave of absence, with or without pay, may be granted by the Employer.

11.05 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. A nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to their former position unless the position has been discontinued in which case they shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing their probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) The Employer may request a nurse to commence pregnancy leave at such time as the duties of their position cannot reasonably be performed by a pregnant woman or the performance or non-performance of their work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental

employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

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

The employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours (determined as per Service Canada Guidelines) for the full duration of the pregnancy leave in addition to pension contributions if applicable.

11.06 Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) Parental Leave can commence up to seventy-eight (78) weeks after the birth of a child. A nurse who has taken a pregnancy leave under Article 11.07 is eligible to be granted a parental leave immediately after the end of the pregnancy leave of up to thirty-five (35) weeks' duration, in accordance with the *Employment Standards Act*. In cases of adoption, the nurse shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

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

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four (84%) percent of the nurse's regular weekly earnings and the sum of their or his weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of twelve (12) weeks. The nurse's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

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

The employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours (determined as per Service Canada Guidelines) for the portion of the parental leave for which SUB payments are being made, i.e. 12 weeks, in addition to pension contributions if applicable.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

NOTE: (Note 1 applies to full-time nurses only)

Provisions in existing Collective Agreements providing for paternity leave shall be continued in effect and added to the above provisions in such Collective Agreements.

11.07 Association Leave

(a) Board of Directors

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. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leave. During such leave of absence, salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer in the amount of the daily rate of the nurse, excluding benefits. Reasonable notice – sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Director of Care or designate for any such leave.

(b) President

A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave of absence without loss of seniority and benefits up to two (2) years. During such leave of absence, salary and benefits will be kept whole by the Employer, and the Association agrees to reimburse the Employer for such salary and Employer contributions to benefits. It is understood however that during such leave of absence the nurses shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Employer of their intention to return to work at least six (6) weeks prior to the date of their return if it differs from the date set out in their original leave of absence.

(c) Leave for Association Business

The Employer agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences and conventions. The number of nurses in accordance with this clause will be limited to a total of two nurses from both full-time and part-time at any one time. As much advance notice as possible but not less than forty-eight (48) hours' notice in writing will be given. The cumulative total of thirty-five (35) working days per calendar year will be granted. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Local Association agrees to reimburse the Employer in the amount of the full cost of such salary.

11.08 Pre-Paid Leave Plan

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

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Administrator at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Lodge.
- (d) Written applications will be reviewed by the Administrator or his designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. One nurse shall be allowed to enter the plan each year.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse.
- (f) The manner in which the deferred salary is held shall be decided by the nurse and the Lodge.

- (g) All deferred salary, plus accrued interest, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Lodge and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given the Administrator. Deferred salary, plus accrued interest, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Lodge plus accrued interest, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Employer will hire a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest paid out to them within a reasonable period of time.
- (l) The nurse will be reinstated to their former position unless the position has been discontinued, in which case they shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Lodge in order to authorize the Lodge to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 11.09 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.

- iii) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Lodge to enter the pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 12 - PAID HOLIDAYS

- 12.01 All nurses shall receive the following holidays with pay:

| | |
|---------------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day – July 1 | Boxing Day |

- 12.02 When a full-time nurse works on a holiday they shall receive premium pay:

- (a) at the rate of time and one-half ($1 \frac{1}{2}$) for the first seven and one-half ($7 \frac{1}{2}$) hours worked on such a holiday and such nurse shall receive another day off with pay, or at the option of the nurse,
- (b) two and one-half ($2 \frac{1}{2}$) times for the first seven and one-half ($7 \frac{1}{2}$) hours worked on the holiday.

- 12.03 A part time nurse works on a paid holiday shall receive premium pay at the rate of time and one-half ($1 \frac{1}{2}$) for the first 7.5 hours worked on such a holiday.

- 12.04 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

- 12.05 When a holiday falls within a nurse's vacation period, it shall be added to the end of their vacation or scheduled at a mutually agreeable time.

- 12.06 Lieu days off with pay earned in accordance with Article 12.02 shall be scheduled concurrently with scheduled weekends off, vacation, or at a mutually agreeable time.

- 12.07 The Employer shall arrange for paid holidays off to be divided equitably among the nurses.

- 12.08 When a nurse is scheduled off on a weekend, they shall also be scheduled off on the Monday or Friday holiday that occurs in conjunction with such

weekend. If the nurse is scheduled to work on a weekend they shall also be scheduled to work on the Monday or Friday holiday that occurs in conjunction with such weekend.

ARTICLE 13 – VACATIONS

13.01 For the purposes of calculating vacations and eligibility the vacation year shall be the anniversary date of employment. Vacation schedules shall be posted on May 1st in each year. Nurses will submit their written request for vacation not later than April 1st of any year.

13.02 (a) All Full-time nurses shall be granted vacations with pay as follows:

- i) less than one (1) year of employment
- 1.25 days per months of employment
- ii) more than one (1) year of employment but less than three (3) years of employment
- 3 weeks' vacation
- iii) more than three (3) years employment but less than twelve (12) years - 4 weeks' vacation.
- iv) more than twelve years of employment
- 5 weeks' vacation.
- v) more than twenty (20) years of employment
- 6 weeks' vacation
- (vi) more than twenty-five (25) years of employment
- 7 weeks' vacation

(b) All part-time nurses shall be granted vacation on the following basis:

- i) less than one (1) year - 6% vacation pay
- ii) more than one (1) year but less than 3 years
- 6% vacation pay
- iii) more than three (3) years but less than twelve (12) years
- 8% vacation pay.
- iv) more than twelve (12) years but less than twenty (20) years
- 10% vacation pay
- v) more than twenty (20) years of employment
- 12% vacation pay

- vi) more than twenty-five (25) years of employment
- 14 % vacation

- 13.03 Nurses shall not be entitled to accumulate vacation beyond one (1) year's entitlement. However a nurse may make a special request and such request shall not be unreasonably withheld.
- 13.04 When a nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such nurse's termination pay.
- 13.05 Nurses may request to draw vacation days in advance. Should any nurse terminate prior to completing the service requirements to earn such days, appropriate deduction shall be made from their termination pay.
- 13.06 When a nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such nurse's termination pay.
- 13.07
 - (a) Vacations may be taken any time of the year. The Employer will grant all requests, subject to any vacation quotas which shall not be unduly restrictive. Vacation shall not be unreasonably withheld.
 - (b) In the event of conflicts, seniority shall prevail.
 - (c) The weekend prior to a nurse's vacation shall be scheduled as a weekend off unless otherwise requested.
 - (d) All vacation shall be scheduled to commence on a Monday unless otherwise requested by the nurse.
 - (e) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- 13.08 For the purpose of vacation entitlement, fifteen hundred (1,500) hours of part-time service shall equal one (1) year of full-time service and vice versa.
- 13.09 At the request of a full-time nurse, vacation pay calculated on current earnings will be paid to them on the pay date immediately preceding their vacation.
- 13.10 If preferred a nurse may take up to five (5) days of vacation in single days.

ARTICLE 14 - SICK LEAVE

14.01 Income protection is payable when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the Workplace Safety and Insurance Act. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during time of such illness. Seniority and service will accrue and the Employer shall continue to pay its share of the premium for the benefit plans during the period of the income protection noted in this provision.

- (a) The Employer will pay seventy percent (70%) of the full-time employees straight-time scheduled wages lost as a result of legitimate personal illness or injury up to the fifth(5th) day [first (1st) week] of such illness or injury.
- (b) The employee shall apply for E.I. sick leave for weeks 2 through 16 of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, they shall receive seventy percent (70%) of their straight time wages for weeks 2 through 16 of any legitimate illness or injury but shall not be eligible for benefits under (c) below. The employee will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the employee's EI benefit.
- (c) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury for weeks 17 through 31 of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of scheduled straight-time wages lost.

It is understood, that this benefit commences like all other insurances, after the third month of employment.

14.02 The parties agree that sub-article 14.01 (a) (i-ii) will be applied in the following manner during the employer self-insured period:

- (a) For any absence for which sick pay is claimed, an employee must provide the Employer with a certificate, in the form attached hereto as Schedule "A", signed by the employee and confirming that personal illness or injury has prevented the employee's attendance at work on those days.
- (b) The employee will be required to provide the Employer with a medical certificate as set out in Schedule "B", confirming that the

employee's personal illness or injury prevented the employee's attendance at work, if:

- i) The employee has been absent for at least three consecutively scheduled shifts, and the Employer has requested such certificate; or
 - ii) The employee has an established pattern of absenteeism, and the Employer has given the employee written notice that they must provide such a certificate.
- (c) The employee will be required to provide the Employer with a medical certificate as set out in Schedule "B", confirming that the employee's personal illness or injury prevented the employee's attendance at work, if the Employer requests that the employee provide a certificate from their physician (or nurse practitioner) that they are sufficiently recovered from the personal illness which caused their absence and is capable of performing their former duties and responsibilities; the employee's reinstatement after sick leave will be conditional on them supplying such certificate.
- (d) The Employer reserves the right to require a medical certificate at the Employer's expense in special circumstances, such as:
- i) when the information provided in the standard form is insufficient to substantiate illness or injury; or
 - ii) when additional information is required to establish that the employee is medically able to return to work with or without accommodation; or
 - iii) under other circumstances, subject to a reasonable rationale.

It is understood that the Employer is not entitled to request or receive a medical diagnosis, except or unless it is required by a statutory or regulatory body or organization, but is entitled to request and receive a prognosis concerning the employee's medical condition.

14.03 If the WSIB does not approve a claim for benefits, the employee may apply for benefits under Article 14.01 notwithstanding the delay inherent in awaiting the ruling from WSIB and notwithstanding any procedural rules of any insurance carrier administering the benefit.

14.04 An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1½) hours prior to the commencement of the shift

unless impossible. Late notice does not cause forfeiture of sick pay benefits.

ARTICLE 15 - HOURS OF WORK AND WORKING CONDITIONS

- 15.01 (a) The normal shift shall be composed of 7.5 consecutive hours, exclusive of meal time. The normal work week for a full- time nurse shall be composed of five (5) tours, that is 37.5 hours per week.
- (b) The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or otherwise.

15.02 A meal time of one-half (½) hour shall be scheduled away from the floor during a nurse's tour of duty.

15.03 A rest period of fifteen (15) minutes will be granted during each half tour. Nurses will have the option of taking one rest period of thirty (30) minutes per tour.

15.04 Scheduling Regulations

The following scheduling regulations shall apply:

- (a) Nights will be the first shift of the day.
- (b) Two (2) consecutive days off will be scheduled during each work week. Schedules may however be agreed upon to provide for up to seven (7) consecutive days of work as long as four (4) days off are scheduled in a two (2) week period.

It is agreed that days off shall be consecutive and that no single days off shall be scheduled.

- (c) Time schedules shall be posted four (4) weeks in advance and shall cover a four (4) week period. The Employer will endeavour to accommodate requests by nurses for specific days off and also requests for changes in the posted time schedules once the schedule has been posted. It is understood that such a change of shift requested by the nurse shall not result in overtime compensation or payment.
- (d) The Employer will normally schedule each nurse off every second weekend. A nurse will receive premium payment in accordance with Article 15.05 for all regular hours worked on a second and subsequent consecutive weekend except where:

- i) such weekend is being worked by the nurse to satisfy specific days off required by such nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is the result of an exchange of shift with another nurse.
- (e) Nurses shall be scheduled off for at least four (4) calendar days at either Christmas or New Years. The Employer shall make all efforts to schedule up to six (6) days off where practicable. Where the Employer schedules only four (4) days off, a formal explanation shall be provided to the Association. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day. Time off at New Year's shall include New Year's Eve and New Year's Day. Scheduling provisions in paragraph 15.04 (b), (c) and (d) shall be waived between December 15 and January 7 to accomplish this time off. Upon request made by November 1, the Employer will endeavour to allow nurses to work their regular schedule.
- (f) A nurse who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at their regular straight time hourly rate. They shall be required to perform any nursing duties assigned by the Employer, if their regular duties are not available.
- (g) Nurses shall not be scheduled or required to work in excess of the normal daily or weekly hours without their consent, except in situations of unexpected urgency where the Employer has attempted unsuccessfully to staff as required.
- (h) At least sixteen (16) hours time off shall be scheduled between a change of tours of duty and at least forty-seven (47) hours time off be scheduled following night duty.
- (i) The shifts available to part-time nurses shall be distributed on an equitable basis. Casual Part-Time nurses may be pre-scheduled after Regular Part-Time schedules have been developed.

Available shifts will be offered to RN's in order of their seniority first to RPT and then to Casual Part-Time nurses, it being understood that the Employer will bypass a nurse who would be entitled to overtime pay if they work the shift as long as there is another nurse who can work the shift at straight time.

- (j) A nurse requesting specific tours on a permanent basis will be given consideration, if convenient to the Employer, to make such an

arrangement. Such arrangement shall be terminated at the request of the nurse.

- (k) A weekend off shall be defined as sixty-four (64) consecutive hours off between the end of the Friday day shift and the start of the Monday day shift.
- (l) Requests for changes in posted time schedules must be submitted in writing and co-signed by the other nurse involved and approved by the Director of Nurses.

15.05 Overtime

- (a) Work in excess of 7.5 hours in a standard day shall be compensated at the rate of time and one-half (1 ½).
- (b) A full-time nurse who is required to work on the scheduled day off shall receive overtime premium of time and one-half their regular straight time hourly rate.
- (c) Time and one-half (1 ½) shall be paid for all work performed in excess of seven (7) consecutive tours and until two (2) consecutive days off are provided.
- (d) Time and one-half (1 ½) shall be paid for all work performed on their second consecutive and subsequent weekend worked at the Employer's request.
- (e) Where a nurse is required to work on a paid holiday or on a tour that is paid at overtime rate and they are required to work additional hours following their full tour on that day, they shall receive two (2) times their regular straight time hourly rate for such additional hours worked.
- (f) No overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of their normal daily tour. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment.
- (g) Where a nurse has worked and accumulated overtime hours, such nurse shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate.

15.06 Call-In

- (a) When a nurse is called to work and reports to work outside of their regularly scheduled hours, they shall be compensated at time and one-half (1½) their straight time hourly rate from the time they are called until they arrival home with a minimum of four (4) hours' pay at time and one-half (1½). A nurse shall have the option of taking compensating time off at the appropriate premium rate.
- (b) Such a nurse will receive taxi fare for transportation to and from their place of employ, or a mileage allowance of thirty cents (\$.30) per kilometre with a minimum of four (\$4.00) dollars per round trip in the event that they use their own automobile.

15.07 Short Notice Call

Where a nurse is called into work less than two (2) hours prior to the commencement of a shift and arrives not more than two (2) hours following the commencement of such shift, they will receive pay at the appropriate rate for the complete shift.

15.08 It shall be the responsibility of the nurse to consult posted work schedules. The Lodge will endeavour to provide as much advance notice as is practicable of a change in posted schedule. Changes to the posted work schedules shall be brought to the attention of the nurse. Where less than forty-eight (48) hours' notice is given personally to the nurse, time and one-half (1 ½) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of their new schedule. This article does not apply if additional tours for part-time nurses have been requested by the nurse or mutually agreed upon by the nurse and the Employer. Notwithstanding the foregoing, where there has been mutual agreement for an additional tour with less than forty-eight (48) hours' notice, the part-time nurse shall receive a minimum payment equivalent to four (4) hours of pay at their regular hourly rate of pay.

15.09 Innovative Scheduling

Schedules that are inconsistent with the Collective Agreement provisions may be developed in order to improve quality of working life, support continuity of resident care, insure adequate staffing resources, and support cost efficiency. The parties agree that such innovative schedules may be determined locally by the Employer and the Association, subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Employer and the Union.
- (b) These schedules may pertain to full time and/or part time employees.

- (c) The introduction of such schedules and trial periods, if any, shall be determined by the local parties. Such schedules may be discontinued by either party with notice as determined through local negotiations.
- (d) Upon written agreement of the Employer and the Union the parties may agree to amend collective agreement provisions to accommodate any innovative scheduling.
- (e) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

ARTICLE 16 - HEALTH PROGRAMME

- 16.01 A nurse who contracts any infectious diseases during the execution of their duties at the Home shall receive full treatment and medication at the expense of the Employer.
- 16.02 The Employer will endeavour to provide:
- adequate and separate change room with toilet facilities
 - individual lockers
 - adequate and separate lounge facilities.

ARTICLE 17 – BENEFITS

- 17.01 The Employer agrees to pay one hundred percent (100%) of the billed premium for the following:

Health and Welfare Benefits

- (a) Blue Cross Blue Chip Plan - no deductible for extended health care benefits, including vision care and hearing aids;

For all claims made on or after March 30, 2020, increase vision coverage to \$450.00. Once every two years each full time employee may have the cost of an eye exam covered to a maximum of \$100.00.

Hospital in-patient coverage will be the standard, ward room.

Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to

the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

providing for a \$7.50 cap on re-imbursement on the dispensing fee.

- (b) Blue Cross Dental Plan #9 based on current ODA Fee Schedule;

For new Full Time hires or nurses who become full time after May 1, 2002 premium sharing for Dental coverage will be on a 50/50 basis.

Dental recall will be amended to reflect nine (9) month recall for those eighteen (18) years and over.

- (c) Group Life Insurance - twice annual salary

- (d) Chiropractic, Massage and Physiotherapy to a maximum of \$500.00 annually for each with no deductible.

- (e) Out of Province Travel Insurance.

The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Home will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

17.02 PENSION PLAN

As soon as possible following ratification/arbitration award, the Employer will enrol each nurse in the following Pension Plan.

The Employer will provide the following information to the Plan Administrator from each home electronically (where practicable) for each ONA member: their date of birth, date of hire (if part-time the total hours from date of hire), status (full-time, part-time), gender and annual compensation.

The Nursing Homes and Related Industries Pension Plan

In this Article, the terms used shall have the meanings as described:

- .01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked, including:

- (i) The straight time component of hours worked on a holiday;
- (ii) Holiday pay, for the hours not worked; and
- (iii) Vacation pay.

All other payments, premiums, allowances etc. are excluded.

“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy five (975) hours of service.

- .02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

- .03 The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contribution are attributable.
- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations

exceeds that which the Employer would have if the Plan were a defined contribution plan.

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of the accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

For further specificity, the items required for each eligible employee are:

- (i) To Be Provided Once Only at Plan Commencement

Date of Hire
Date of Birth
Date of first Remittance
Seniority List (for purposes of calculations past service credit).

- (ii) To be Provided with each Remittance

Name
Social Insurance Number
Monthly remittance
Pensionable Earnings

- (iii) To be Provided Once, and if Status Changes

Address as provided to the Home
Termination date when applicable

- (iv) To be Provided Once, if they are Readily Available

Gender
Marital Status

The parties agree that the group RRSP will remain in place until the members are enrolled in the NHRIPP. At that point no further remittances will be made to the group RRSP and all remittances will be made solely to the NHRIPP.

The Employer shall make available a group RRSP with the following details. The Bargaining Unit Members shall have input in deciding the type of Plan.

- (a) Eligibility: Any member of the bargaining unit.
- (b) Contributions: Employee: No minimum contribution, maximum contribution up to the maximum allowed by Revenue Canada.

With two weeks' notice to the Employer, the nurse can opt to change their contributions to the plan. Contributions shall be made by payroll deduction.

- (c) Employer: The Employer will contribute five percent (5%) of the nurse's salary up to the Y.M.P.E. maximum and six percent (6%) on the remaining salary.
- (d) Investment Options: For each contribution, the nurse decides which investment option they will choose.
- (e) Termination: The nurse may withdraw from the group RRSP at any time.

If the nurse terminates or is terminated before retirement, the monies contributed to the group RRSP by themselves and by the Employer shall be dealt with at their discretion, subject to any legislative restrictions. If the nurse dies before retirement, their estate or named beneficiary will receive the accumulated funds. If the beneficiary is a spouse the money may be transferred to another RRSP at the option of the beneficiary.

- (f) Tax: The Employer will reduce income tax deductions due to plan participation, at the request of the nurse.

17.03 Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that they pay the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence of WSIA, and will continue to pay its share of the premium for the benefit plans in accordance with the Employment Standards Act for employees who are on pregnancy/parental leave. It is understood that the obligation of the employer to pay its share of the health and welfare benefits while an employee is on WSIA shall continue only so long as the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.
- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (f) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) Notwithstanding 11.08 (e), when an employee is on an educational leave under Article 11.03 above, they will continue to accumulate seniority for up to one (1) academic year. The employee will have the option of remaining in the benefits plans provided they pay the total cost of such benefit premiums subject to clause (a) above. Seniority for part-time will be based on average over the last twenty-six (26) weeks prior to Leave of Absence.

- (i) In cases of absences for pregnancy and parental leave under the Employment Standards Act, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering their portion of the premiums each month in advance.

The Union and the Employer agree to abide by the Human Rights Code.

- 17.04 The current plans remain in place per the collective agreement until age 70, save and except for Group Life which is reduced to 50% of the face value for fulltime employees. Article 14.12. (LTD) coverage ceases at 65.

At age 70, (or at such age as employees are no longer entitled to contribute to a pension plan), the Employer's pension contribution for participating employees will be added to the payment in lieu of benefits.

ARTICLE 18 - PROFESSIONAL RESPONSIBILITY (APPLIES TO RNS ONLY)

- 18.01 The parties agree that resident care is enhanced if concerns relating to professional practice and workload are resolved in a timely and effective manner, as set out below;

In the event that the Home assigns a number of residents or a workload to an individual employee or group of employees, such that they have cause to believe that they are being asked to perform more work than is consistent with proper resident care, they shall:

- (a) i) At the time the workload issue occurs, discuss the issue within the Home to develop strategies to meet resident care needs using current resources.

If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Home who has responsibility for timely resolution of workload issues.

- ii) Failing resolution at the time of occurrence of the workload issue, complain in writing to the Nursing Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Nursing Committee shall convene a meeting of the Nursing Committee within twenty (20) calendar days of the filing of the complaint. The Nursing Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

The Employer will provide a written response to the Union, with a copy to the ONA representation within ten (10) calendar days.

- iii) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.
 - iv) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.
 - v) Any settlement arrived at under 18.01 (a) i) – iii) shall be signed by the parties.
 - vi) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Home and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
 - vii) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Independent Assessment Committee shall report its findings, in writing, to the parties within twenty (20) calendar days following completion of its hearing.
- (b) i) The list of Independent Assessment Committee Chairpersons is attached as SCHEDULE "C".

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

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

- (c) i) Time limits fixed in this process may be extended only by written, mutual consent of the parties.
- ii) In all steps of this process, either party may be accompanied by or represented by their Union or Employer representative.

ARTICLE 19 – MISCELLANEOUS

- 19.01 The Employer shall provide bulletin boards for the use of the Association.
- 19.02 A copy of this Agreement in mutually agreed form will be issued to each nurse now employed and as employed.
- 19.03 The Employer shall continue to provide adequate and accessible parking space and protection for the nurses without charge.
- 19.04 Payroll Policies

Pay slips are to be issued on a regular day of the week, with a clarified itemized statement of all deductions, premiums and changes of increments in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above on the date of termination.
- 19.05 The Employer agrees to share its policy in respect of Violence and Harassment with the Association. The Association may provide comments on the policy.

ARTICLE 20 - SALARY AND WAGE RELATED COMPENSATION

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

ARTICLE 21 – DURATION

- 21.01 This Agreement shall remain in full force from the 1st day of April, 2020 until the 31st day of March, 2022 and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of proposed revision, addition or deletion to the Agreement, or any of its provisions. Such notification will be made within ninety (90) days prior to the termination of this Agreement or in any year thereafter.

Signed in Milverton, Ontario, this 10th day of July, 2022.

FOR THE EMPLOYER

FOR THE UNION

Sarah Tutti

Philip Sarides
Labour Relations Officer

Darlene M Raycraft

Virginia Kuepfer

LETTER OF UNDERSTANDING

Between:

KNOLLCREST LODGE
[hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

Re: Scheduling of Casual Positions

1. A casual or is a nurse who works on an irregular basis with no commitment of hours to work.
2. However, when all regular part-time nurses have been scheduled in accordance with Article 15.04 of the collective agreement, any shifts that remain may be offered to Casual nurses.
3. All other scheduling conditions and Article 15.04 will pertain to Casuals as well as other nurses.
4. After the schedule is posted, the short notice call-in list will include the Casual nurses' names and they will be offered these additional shifts as per article 15.04 (i).

Signed in Milverton, Ontario, this 10th day of July, 2022.

FOR THE EMPLOYER

FOR THE UNION

Sarah Tutti

Philip Sarides
Labour Relations Officer

Darlene M Raycraft

Virginia Kueper

LETTER OF UNDERSTANDING

Between:

KNOLLCREST LODGE
[hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

Re: Professional Responsibility

For the life of this Collective Agreement, the parties agree as follows:

The parties acknowledge and agree that professional responsibility concerns are most appropriately resolved expeditiously between them in the workplace. The parties commit to exhausting all reasonable efforts, which may include third party mediation, before an IAC hearing is conducted.

The parties agree that resident care is enhanced if concerns relating to professional practice and workload are resolved in a timely and effective manner. The parties acknowledge that in most cases they will be able to find a resolution to these concerns. In exceptional circumstances, where concerns are not resolved, either party may proceed to an IAC hearing as they are entitled to under Article 18.01 of the Collective Agreement.

Signed in Milverton, Ontario, this 10th day of July, 2022.

FOR THE EMPLOYER

FOR THE UNION

Sarah Tutti

Philip Sarides
Labour Relations Officer

Darlene M Raycraft

Virginia Kuepfer

SCHEDULE "A"

A.01 Part-Time Nurses

Payment in Lieu of Benefits shall be in the amount of thirteen percent (13%) and will be reduced to nine percent (9%) if the nurse is participating in the group RRSP plan.

Holiday pay will be deemed to be included in the percentage in lieu of payment in the group RRSP plan.

A.02 Tour Differential and Weekend Premium

Effective April 1, 2020, a nurse shall be paid a shift premium of one dollar and ninety-five cents (\$1.95) per hour for each hour worked between the hours of 1430 and 2230 hours. Effective April 1, 2021, a nurse shall be paid a shift premium of two dollars and five cents (\$2.05) per hour for each hour worked between the hours of 1430 and 2230 hours. Shift premium will not form part of the nurse's straight time hourly rate.

Effective April 1, 2021, a nurse shall be paid a night shift premium of two dollars and twenty cents (\$2.20) per hour for each hour worked between the hours of 2230 and 0630 hours. Shift premium will not form part of the nurse's straight time hourly rate.

Effective April 1, 2018, a nurse shall be paid a weekend premium of two dollars and twenty-five cents (\$2.25) per hour for each hour worked between 2230 hours Friday and 2230 hours Sunday. If a nurse is receiving premium pay under Article 15.04 (d) with respect to consecutive weekends worked, they will not receive weekend premium under this provision.

Effective April 1, 2019, a nurse shall be paid a weekend premium of two dollars and thirty-five cents (\$2.35) per hour for each hour worked between 2230 hours Friday and 2230 hours Sunday. If a nurse is receiving premium pay under Article 15.04 (d) with respect to consecutive weekends worked, they will not receive weekend premium under this provision.

A.03 Responsibility Allowance

- (a) A nurse who is assigned the responsibility of relieving the Director of Nursing shall be compensated at the rate of twelve dollars (\$12.00) per shift. If a nurse is not assigned the nurse in charge of the 6:30 a.m. and 2:30 p.m. shift will receive a premium of \$12.00 per shift.

- (b) The Board of Directors agree that, at the time a new resident classification funding is implemented, they will meet with the Association to consider a responsibility allowance for nurses who are in charge of the building.

A.04 If the Director of Nurses is absent on a day that the Doctor makes rounds a nurse shall be assigned the responsibility of relieving them.

A.05 Recognition of Experience

Nurses shall receive recognition for recent related nursing experience as follows:

- (a) One annual increment for each year of experience up to and inclusive of the maximum pay level on the wage Grid, subject to verification by the Employer.
- (b) Annual increments shall be paid on each full-time nurse's anniversary date of employment and after each two hundred (200) tours worked (1500 hours worked) in the case of part-time nurses.
- (c) Nurses who change their status from full-time to part-time and vice versa will maintain their same level on the salary grid.
- (d) All nurses presently in the Bargaining Unit shall be placed on the salary grid as outlined in (a) above. Where, an RN currently on staff is being paid at a level lower than the maximum of the pay grid, and their experience would result in a pay level above level 6, their pay will be adjusted to the higher pay level upon receipt of satisfactory evidence to the Director of Resident Care. The adjustment will apply from the first full pay period following ratification provided the evidence is presented within (6) weeks of the date of ratification by the Association. Where the application is made after a period of six (6) weeks has elapsed, any approved pay adjustment will be effective from the beginning of the first full pay after the date of their application.

A.06 Retroactivity

All awards and agreements which affect money payments by the Employer to individual nurses shall be paid out in accordance with Schedule "B" of this Agreement and that all employees who are entitled to any such payments should receive such retroactive amounts within 4 pay periods.

Failure to make such retroactive payment within the above specified time frame shall result in the payment of interest (calculated at the one year term deposit bank rate for each month) until such monies owing are paid.

The Employer shall be responsible to contact in writing at their last known addresses any employees who have left the employment of the Employer and/or the bargaining unit since April 1, 2018 to advise them of their entitlement to any retroactive adjustment as soon as possible following ratification by the Association. Such employees will have a period of thirty (30) days after the mailing of the notice in which to claim such adjustments.

A.07 All changes in salary, whether the result of promotion, demotion, filing with the Employer of proof of registration or attainment of a service anniversary shall be effective on the date of such occurrence.

A.08 Re-alignment of Duties and Establishment of New Positions

When the duties of a position covered by this Agreement are substantially changed or when a new position appropriately covered by this Agreement is established, notification of the change and the job description will be forwarded to the Association and the salary shall be negotiated. If the parties are unable to agree, such a dispute may be submitted to arbitration and the Board of Arbitration shall have jurisdiction to determine the salary rates payable to the new or changed position. The Board of Arbitration is limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Lodge and the duties and responsibilities of the new or changed classification. The salary shall be retroactive to the time the position was first filled by the nurse.

A.09 Reopener

The parties agree to a re-opener on compensatory proposals in the event that the Union is granted exemption, Bill 124 is declared unconstitutional by a court of competent jurisdiction, or the Bill is otherwise amended or repealed. Should the parties be unable to resolve the issues following the re-opening, Arbitrator Kaplan, and Klug and Kleiner will remain seized.

SCHEDULE "B"

RATES OF PAY

RN Hourly Rates

| | Effective April 1, 2020 | Effective April 1, 2021 |
|----------|----------------------------|----------------------------|
| Start | \$33.19 | \$33.77 |
| 1 Year | \$33.34 | \$33.92 |
| 2 Years | \$33.90 | \$34.49 |
| 3 Years | \$35.57 | \$36.19 |
| 4 Years | \$37.25 | \$37.90 |
| 5 Years | \$39.35 | \$40.04 |
| 6 Years | \$41.46 | \$42.19 |
| 7 Years | \$43.58 | \$44.34 |
| 8 Years | \$46.68 | \$47.50 |
| 25 Years | \$47.51 | \$48.34 |

Part-time RN Salary Ranges: will have percentage in lieu added to these hourly rates.

SCHEDULE "C"

CHAIRPERSONS - INDEPENDENT ASSESSMENT COMMITTEE

Ms Jayne Harvey
FCS International
158 Casimir St. Suite 200
Port Perry, ON L9L 1B7
Telephone: (905) 985-6811
Fax: (905) 985-6804

Ms Eleanor Plain
1684 Middle Road
KINGSTON ON K7L 5H6
Telephone: (613) 549-3219
Email: eleanor.plain@sympatico.ca

Ms Anitta Robertson
198 Corner Ridge Road
AURORA ON L4G 6L5
Telephone: (905) 727-3072
Fax: (905) 727-3624
Email: aanddrobertson@sympatico.ca

SCHEDULE "E"

**CERTIFICATE OF EMPLOYEE CONFIRMING ABSENCE DUE TO PERSONAL
ILLNESS OR INJURY**

DATE: _____

NAME: _____

FACILITY: _____

DATE(S) OF ABSENCE: _____

I hereby affirm on my honour that my personal illness or injury prevented me from attending work on the date(s) shown above.

I understand that I will be compensated for the time absent from work at 70% of my straight time wages only.

SIGNATURE OF THE EMPLOYEE: _____

PAYMENT APPROVED: _____
SIGNATURE OF SUPERVISOR

DATE APPROVED: _____

SCHEDULE "F"

**MEDICAL CERTIFICATE OF INABILITY TO WORK OR READINESS TO RETURN
TO WORK
DUE TO/FOLLOWING PERSONAL ILLNESS OR INJURY**

PHYSICIAN/ NURSE PRACTITIONER INFORMATION:

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

I, _____ confirm that _____
(Physician's/Nurse Practitioner's name) (Please print employee's name)

was treated by me on _____ is or was unable to
work
(Date)

due to _____
(Nature of illness/injury only)

PROGNOSIS:

Will not return to work: _____

Will return to work on: _____
(Date)

RETURN TO WORK

_____ can return to work on _____ to carry out
normal duties
Employee's Name (Date)

Without restrictions _____ **OR** With the following restriction(s) and
duration (if applicable):

Physician's/Nurse Practitioner's signature: _____

Date: _____

CONSENT TO ALTER AGREEMENT

BETWEEN:

KNOLLCREST LODGE
(Hereinafter referred to as the "Employer")

And:

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

The parties agree to make these changes to the Collective Agreement to resolve the issue of the Bill 124 Reopener for the Collective Agreement expiring March 31, 2022.

The Parties further agree that this Agreement completely resolves the reopener referred to between the parties in the award by Arbitrator Kaplan dated April 1, 2022.

1. **ARTICLE 17.01 – BENEFITS:** Amend to read:

(f) **Effective April 1, 2021, coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Workers (MSW) with an annual maximum of \$800.**

2. **SCHEDULE "B" – RATES OF PAY:** Amend to read:

| | Effective April 1, 2020 | Effective April 1, 2021 |
|-----------------|------------------------------------|------------------------------------|
| Start | \$33.81 | \$34.40 |
| 1 Year | \$33.97 | \$34.56 |
| 2 Years | \$34.53 | \$35.13 |
| 3 Years | \$36.24 | \$36.87 |
| 4 Years | \$37.95 | \$38.61 |
| 5 Years | \$40.09 | \$40.79 |
| 6 Years | \$42.25 | \$42.99 |
| 7 Years | \$44.40 | \$45.18 |
| 8 Years | \$47.57 | \$48.40 |
| 25 Years | \$48.40 | \$49.25 |

Part-time RN Salary Ranges: will have percentage in lieu added to these hourly rates.

Signing page follows

DATED this 28 day of Sept 2023.

ON BEHALF OF THE UNION:

Laura Jasper
Labour Relations Officer

Virginia Kuepfer

Coletta Stadelmann

ON BEHALF OF THE EMPLOYER:

Denise Bedard

Darlene M Raycraft

Jackie Yost