

Collective Agreement

Between:

**The Regional Municipality of Durham at
Lakeview Manor, Fairview Lodge, Hillsdale Estates and Hillsdale Terraces
(Hereinafter referred to as the “Employer”)**

And:

**Ontario Nurses’ Association
(Hereinafter referred to as the “Union”)**

Expiry Date: March 31st, 2025

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Article 1 Purpose

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the nurses covered by this agreement. It provides the means for the prompt settlement of grievances establishes salaries, hours of work and other conditions of employment.
- 1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents, in a cost-efficient manner.
- 1.03 The parties agree to abide by the provisions of the Ontario Occupational Health and Safety Act and the Ontario Human Rights Code and any other applicable employment related legislation.

Article 2 Recognition

- 2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all Registered Nurses and Graduate Nurses engaged in a nursing capacity at the Regional Municipality of Durham at Hillsdale Estates, Hillsdale Terraces, Lakeview Manor and Fairview Lodge, save and except Occupational Health Nurses, Resident Care Coordinator, Director of Care, Assistant Director of Care, Infection Prevention and Control Practitioner, Nurse Practitioner and Health Services Manager, Manager of Nursing Practice and persons in or above these ranks.
- 2.02 A registered nurse is a nurse who holds certification with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, 1991, as may be amended from time to time. It is the expectation that all registered nurses employed by the Region shall renew and maintain their license.
- 2.03
 - (a) **Full-Time Nurse**

A regular full-time nurse is a nurse who is regularly scheduled to work the normal regular full-time hours referred to in Article 17.
 - (b) **Regular Part-Time Nurse**

A regular part-time nurse is a nurse who is regularly scheduled to work less than the normal regular full-time hours referred to in Article 17. Such nurses shall be covered by all Articles in the Collective Agreement except where specifically excluded.

- (c) A temporary nurse is a nurse who is hired on a temporary basis for short-term relief. Such nurses are hired for a specific time period which may be extended based on operational needs. Such nurses are subject to the terms and conditions of the collective agreement except for the following Articles: Article 8 - Right to Grieve Termination; Article 9 - Seniority; Article 10- Job Posting; Article 11 - Layoff & Recall; Article 12 - Employee Files- 12.03; Article 13 - Leave of Absence; Article 15- Vacations with Pay; Article 16-Sick leave; Article 19 - Miscellaneous -19.01 and 19.02; Article 20 - Benefit Plans & Article 21 - Pension Plan.

If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from the last date of hire into the bargaining unit, where there has been no break in service and the nurse has successfully completed their probationary period. The nurse shall be credited with hours worked towards the probationary period provided in this agreement.

- (d) Casual/On-Call Nurses

The Employer may hire a pool of causal/on-call nurses to work at any of the four Homes without any guaranteed hours of work. Casual/On-call Nurses shall only be subject to the following terms of the Collective Agreement: Article 1- Purpose, Article 2- Recognition, Article 3- Management Rights, Article 4- No Strikes or Lockouts, Article 7-Union Security, Article 8- Informal Resolution, Grievance and Arbitration (except that no grievance may be filed on any Article in the Collective Agreement other than those contained in this paragraph); Article 22- Orientation and in-service/educational programs; Article 24-Duration and Schedule A-wages. All other terms and conditions of employment for the on-call/casual nurses shall be governed by the Ontario Employment Standards Act, 2000, and policies and procedures of the Employer, as may be amended from time to time.

2.04

- (a) Work of the Bargaining Unit

Nurses who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to nurses in the bargaining unit.

Nurses will be assigned duties and responsibilities and the delegation or direction of duties by members to RPN's, and PSW's and will be in accordance with the Regulated Health Professions Act and other applicable statutes and regulations thereto. The employer will not assign such duties and responsibilities to nurses not covered by this agreement unless those duties and responsibilities are being assigned and are consistent with quality patient care.

Unless otherwise agreed by the Union and the employer, work performed by full-time nurses will not be assigned to part-time nurses for the purposes of eliminating full-time positions.

- (b) The employer shall not contract out of the work of a bargaining unit nurse if, as a result of such contracting out, any bargaining unit nurse, other than a part-time nurse, is laid-off or displaced. Prior to contracting out any available work, the employer will first offer the work on the basis of seniority to regular part-time nurses in the bargaining unit. This clause will not apply to the ad hoc use of agency or registry nurses or registered practical nurses for single shift coverage of vacancies.

2.05 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires and vice versa. Where the singular is used, it may also be deemed to mean the plural and vice versa.

Article 3 Management Rights

- 3.01 Subject only to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the employer to:
 - (a) maintain order, discipline and efficiency;
 - (b) hire, discharge, direct, transfer, retire, classify, assign work, schedule, determine vacancy, promote, demote or discipline nurses;
 - (c) administer and manage all the affairs of the Home; and
 - (d) make and enforce and alter from time-to-time rules and regulations to be observed by the nurses.
- 3.02 The Employer will exercise these rights in a manner consistent with the intent and purpose of the Collective Agreement subject to the nurses right to file a grievance.

Article 4 No Discrimination

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of their membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising their rights under the Collective Agreement, or any applicable legislation.
- 4.02 For the purposes of this agreement and subject to any applicable legislation, a spouse includes a "common law" arrangement when a nurse has a "spousal" relationship with another person of the same or opposite sex.
- 4.03 The Employer and the Union agree that there shall be no discrimination based on the protected grounds defined in the Ontario Human Rights Code: 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.
- 4.04 The parties are committed to ensuring legislative compliance with the Ontario Occupational Health and Safety Act and its Regulations in order to protect the safety and well-being of employees.

Article 5 No Strikes and Lockouts

- 5.01 The Union agrees that there will be no strikes, and the Employer agrees that there will be no lockouts during the term of this Agreement. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act, 1995, as amended.

Article 6 Union Committees and Representatives

- 6.01 The employer will recognize a Union Committee of one nurse per Home, whose function shall be to attend to grievances, and labour-management issues. It is understood that any member of such Union Committee may be called on to attend to grievances and labour-management issues at any of the four Homes. It is understood that this Union Committee will participate in a division-wide labour management committee that will meet periodically, as determined by the parties, and in lieu of any Home specific labour management committee.

The Employer will recognize a Union Committee of four (4) nurses, plus the Bargaining Unit President, whose function shall be to deal with negotiations.

- 6.02 During regular working hours, Union representatives may leave their work without loss of salary for the purpose of meeting with the Employer. Such time shall be granted on the following conditions:
- (a) The time shall be devoted to the prompt handling of the said business.
 - (b) The representative concerned shall obtain the permission of their supervisor before leaving their work, such permission shall not be unreasonably denied.
 - (c) The time away from work shall be reported in accordance with the timekeeping methods of the Home.
 - (d) The Employer reserves the right to limit such time based on operational need. Incidental expenses incurred such as mileage, meals, etc. will be borne by the Union representative(s) concerned.
- 6.03 The Union will supply the Employer with the names of its Union representatives and any changes thereto.
- 6.04 The Committees shall have the right to have the assistance of representatives from or acting on behalf of the Ontario Nurses' Association.
- 6.05 Scheduled work time lost to meet with the employer will be compensated at the nurse's regular rate of pay up to but not including arbitration and conciliation.
- 6.06 The Employer agrees that a Union representative shall be given the opportunity of meeting with each newly hired nurse, for a period of at least fifteen (15) minutes, and as early as practical during the probation period, for the purposes of advising such nurses of their rights and obligations under the terms of this Agreement, and the Union may provide membership forms at this meeting.
- 6.07 Where a nurse is required to attend work for the purposes of an in-house Committee or in-service program, the nurse will be compensated at their regular rate of pay for the time spent.
- 6.08 The parties agree that if incidents involving aggressive resident action occur such action will be reviewed at the Occupational Health and Safety Committee.

6.09 Professional Responsibility Committee

The Employer will recognize a Nursing Committee of two (2) nurses per home. The function of such Committee is the examination of professional matters, including workload, and to discuss new policies and procedures, with it being understood that the final decision on such matters rests with the Home Administrator. Meetings of this Committee and the employer representatives may be held as mutually agreed. The establishment of this Committee is in no way intended to inhibit regular staff or individual meetings that may be required relating to the nursing program in its entirety. If the Committee and the Employer are unable to agree, the matter may be grieved as a Union grievance. Workload issues will be documented by ONA members on the attached form at Appendix "B".

6.10 Ontario Occupational Health and Safety

- (a) It is a mutual interest of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. Accordingly, the parties fully endorse the responsibilities of the employers and employee under the Ontario Occupational Health and Safety Act, which includes, without limitation, workplace harassment and violence under the Act.
- (b) In the event there are reasonable indications of the emergence of an infectious outbreak, as determined by Public Health any nurse working at more than one health care facility will, upon the request of the employer, provide information of such employment to the Home.
- (c) The Homes will maintain an adequate supply of N-95 masks, or equivalent, and personal protective equipment to comply with legislative requirements provided the supply of such masks and equipment is available to the Homes.
- (d) **Infection Control**
In the event there is an emergence of an infectious outbreak, as determined by Public Health, any nurse working at more than one health care facility will, upon the request of the Employer, provide information of such employment to the Homes.

Article 7 Union Security

- 7.01 The Employer shall deduct, in the second (2nd) payroll in each month, from the earnings of all nurses in the bargaining unit, a sum equal to the monthly

union dues for each nurse. The deduction period for a nurse may be extended where the nurse does not receive pay in a particular month.

- 7.02 The amount of regular monthly dues shall be those authorized by the Union and the Vice-President Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.03 The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 7.04 The total amount deducted pursuant to Article 7.02 above shall be remitted monthly to the Union no later than the fifteenth (15th) of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses and the amounts deducted and their Social Insurance Numbers, if the nurse provides written authorization to the Employer to release their Social Insurance Number. A copy of the above lists shall be provided to each of the Provincial and Local Unions.

Article 8 Informal Complaint, Grievance and Arbitration Procedures

8.01

- (a) For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable. The grievance must particularize the basis for the grievance and remedies requested.
- (b) The parties to this Agreement believe that it is important to adjust complaints and grievances as quickly as possible. Notwithstanding any provision contained in this Article, any nurse and/or the Union may present a complaint at any time without recourse to the formal written procedure described herein.

8.02 Any nurse(s) or the Union making a complaint(s) and/or grievance(s) shall have the right of Union representation at any or all steps of the grievance procedure. The Employer shall inform the nurse(s) of this right.

8.03 "Days" in this Article shall refer to Monday to Friday excluding holidays.

- 8.04 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the nurses concerned.
- 8.05 Union grievances shall be on the form set out in Appendix "A".
- 8.06 Time limits fixed in complaints, grievance and arbitration procedures may be extended by mutual consent of the parties and the parties will not unreasonably withhold such consent where the parties are actively trying to schedule meetings.
- 8.07 The following shall be the procedure in processing and handling grievances and the Union acknowledges that the Employer may have present at any step, in addition to those members of management specifically mentioned below, any other staff or representatives which it feels may be of assistance in dealing with the grievance.
- 8.08 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until they have first given the Director of Care or their designate the opportunity of addressing the complaint, which includes meeting with the Director of Care or their designate unless the parties mutually agree to waive the meeting. Any complaint shall be discussed with the Director of Care or their designate when they become aware of the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse. Failing settlement, it may then be taken up as a grievance within ten (10) days of the discussion with the Director of Care or their designate using the process set out below. The grievance form can be submitted electronically.

Step Number 1

The Union shall present the grievance in writing to the Home Administrator or their designates and the parties shall meet unless they mutually agree to waive the meeting. They shall have the assistance of the member of the Grievance Committee if they so desire. If a settlement satisfactory to the nurse concerned is not reached within ten (10) days or any longer period which may be mutually agreed upon, the next step in the grievance procedure may be taken at any time within ten (10) days thereafter.

Step Number 2

The Union may submit the grievance to the Director of Long-Term Care and Services for Seniors Division or their designate and the parties shall meet

unless they mutually agree to waive the meeting The Director of Long-Term Care or their designate, shall render their decision in writing. The aggrieved nurse shall have the assistance of the member of the Grievance Committee if they so desire. The said Grievance Committee may have the assistance of a representative of the Ontario Nurses' Association (ONA) if they so desire. Should no settlement satisfactory to the nurse concerned be reached within ten (10) days, the next step in the grievance procedure may be taken within ten (10) days thereafter.

Step Number 3

The Union may submit the grievance in writing to the Commissioner of Corporate Resources or their designate of the Regional Municipality of Durham and the parties shall meet unless they mutually agree to waive the meeting. The Grievance Committee may be present at this stage at the request of either party. The said Grievance Committee may have the assistance of a representative of the Ontario Nurses' Association (ONA) if they so desire. Should no settlement satisfactory to the nurse concerned be reached within ten (10) days, the next step in the grievance procedure may be taken within ten (10) days thereafter.

- 8.09 If a final settlement of the grievance is not completed within ten (10) days after the grievance has been submitted in writing at Step Number 3 of the grievance procedure, and if the grievance is one concerning the interpretation or alleged violation of this Agreement, or is a claim by a nurse that they have been discharged or disciplined without just cause, the grievance may be referred by either party to a Board of Arbitration at any time within ten (10) days thereafter, but not later.

Optional Mediation

If either party has referred the matter to arbitration in accordance with this Article, the parties may retain the assistance of an impartial mediator in an effort to resolve grievances prior to hearing the arbitration. Mediator costs will be shared equally between the parties. The parties agree that information exchanged during the mediation process is privileged and discussions are on a without prejudice basis.

8.10 Suspension & Discharge

A nurse who is to be suspended or discharged shall have a nurse representative at the time they are told of their discipline.

- 8.11 A claim by a nurse who has attained seniority that they have been suspended or discharged without cause shall be treated as a grievance if a written statement of such grievance is filed with the Home Administrator within five (5) days after the nurse is notified in writing of their discharge or suspension. All steps of the Grievance Procedure, prior to Step Number 2 shall be omitted in such cases.
- 8.12 **Arbitration**
- Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure and which has not been settled, may be referred to a Board of Arbitration ("Board") at the request in writing, of either of the parties hereto.
- 8.13 The Board will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union, and a third (3rd) person to act as Chairperson chosen by the other two members of the Board. By mutual agreement, the parties may agree to have a single arbitrator to hear the grievance.
- 8.14 Within five (5) days of the request by either party for a Board, each party shall notify the other of the name of its appointee. Should the recipient of the above request fail to appoint an appointee within ten (10) days, the Minister of Labour of the Province of Ontario will be asked to appoint one on its behalf.
- 8.15 Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fails to agree on a third (3rd) person within ten (10) days of the notification mentioned in 7.14, the Minister of Labour of the Province of Ontario will be asked to appoint a person to act as Chairperson.
- 8.16 The decision of a Board, or a majority thereof, constituted in the above manner, shall be final and binding on both parties. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- 8.17 The Board shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.18 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it and of its own witnesses; and the parties will jointly bear the expenses, if any, of the Chairperson.

8.19 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

8.20 Despite the foregoing sections, the parties may process the grievance in an expedited manner as outlined in the Ontario Labour Relations Act, 1995.

8.21 **Management Grievance**

It is understood that Management may submit to the Union any complaint with respect to the conduct of the Union, its officers or members, or any complaint that a contractual obligation undertaken by the Union in this Agreement has been violated. Such complaint, if not resolved by verbal discussion, shall be reduced to writing and delivered or forwarded to a representative of the Union, whereupon it shall be discussed at Step Number 3 of the grievance procedure. Failing a satisfactory settlement within ten (10) days after the filing of such grievance, the Employer may refer it to arbitration in accordance with the provisions of Article 8.09.

8.22 **Union Grievance**

The Union may file a grievance as defined in this Agreement which involves all or a substantial number of the nurses covered by this Agreement. Such grievance shall be submitted at Step Number 2 of the grievance procedure.

Article 9 Seniority

9.01 Service and seniority credits obtained under the agreement shall be retained and transferred with the nurse if the nurse's status changes from full-time to part-time and vice versa.

(a) **Full-Time:**

Seniority shall be defined as the last date of hire into the bargaining unit. Service shall be defined as length of service with the Employer since the last date of hire. The parties agree that the initial seniority list across all four Homes shall be determined by the terms of the Transition Agreement and future seniority shall be governed by the provisions herein.

(b) **Part-Time:**

Seniority for part-time nurses shall be based on hours worked accumulated since date of last hire as a bargaining unit member. It is recognized that fifteen hundred (1500) hours worked equals one (1) year of full-time seniority.

Service shall be defined as length of service with the Employer since the last date of hire.

9.02 **Probation Period**

- (a) A newly hired nurse shall serve a probationary period of four hundred and fifty hours (450) where they independently provide nursing care. This period may be extended up to four hundred and fifty (450) additional hours upon written notification from the Director of Care or their designate to the designated nurse representative of the Local Union. A written assessment of the nurse's performance, ability etc. will be made by the Director of Care or their designate after three hundred (300) hours and before the end of four hundred (400) hours. The probationary nurse will meet with the Director of Care or their designate to discuss such assessments. During the probationary period, a nurse may be terminated or disciplined at the sole discretion of the Employer. If a nurse grieves such discipline or termination, the nurse shall be limited to arguing that any such discipline or termination was on the basis of discrimination.
- (b) A probationary nurse shall not accumulate seniority during their probationary period. However, should a nurse successfully complete their probationary period, the nurse will be credited with seniority equal to their probationary period and in-class orientation and job shadowing time.

9.03 The Employer will keep seniority lists for full-time and part-time nurses, and post on the intranet, and supply copies of the current list to the Union twice a year, on or about January 31st and July 31st and prior to any lay off.

9.04 Seniority shall accumulate until the conditions in Article 9.05 commence with the exception of personal leaves of absence as provided for in Article 13.

9.05 **Loss of Seniority**

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

- (a) resign for any reason;
- (b) are discharged for just cause and are not reinstated;
- (c) are absent without pay for a period of two (2) years by reason of illness or accident;

- (d) are absent from work for more than three (3) consecutive working days without leave and without a satisfactory reason;
- (e) do not return to work after an approved leave of absence without giving a satisfactory reason;
- (f) are no longer registered under the Regulated Health Professions Act, 1991 or successor act;
- (g) are laid off and not recalled to work within a period of eighteen (18) months from the date of lay-off, or after having been laid off for less than eighteen (18) months fails to notify the employer of their intent to return to work within five (5) days after notice of recall has been sent to the nurse by the Employer by registered mail to the last address of the nurse of which the Employer has a record; or
- (h) retire.

9.06 A nurse who is transferred to a position outside of the bargaining unit for a period of not more than three (3) months shall not suffer any loss of seniority.

9.07 A nurse who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than twenty-four (24) months shall retain, but not accumulate, their seniority held at the time of the transfer, in the event the nurse is returned to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit.

9.08 Any nurse presently in the bargaining unit, who elects to transfer to a position outside of the bargaining unit, may be rehired into the bargaining unit, after the Employer has complied with the job posting, and recall provisions. In such event, the returning nurse shall be given a seniority date as of their date of last entry into the bargaining unit, for purposes of job opportunity and layoff and other non monetary benefits and provisions. They shall retain their service with the Employer for the calculation of salary and monetary benefits. Should a nurse leave the employment of the Region, this provision does not apply.

Article 10 Job Posting

10.01 Internal Postings

- (a) Where the Employer determines that a vacancy for a regular/permanent position exists and decides to fill it, the Employer will post an internal job posting available to all nurses at all of the

Region's Homes. This shall be posted for a period of seven (7) calendar days.

- (b) In cases where more than one nurse is deemed qualified for the position and performance, ability, experience, professional skill and qualifications are approximately equal, seniority shall be the deciding factor.
- (c) A nurse who has been successful to the job posting process shall not be eligible to apply to a subsequent job posting for a period of six (6) months from the date the nurse commenced the new role. This does not restrict a part-time nurse from applying to a full-time permanent position or a full-time nurse applying to a part time permanent position.

10.02 External Postings

- (a) If no internal persons apply or, in the opinion of the Employer, no internal applicants have the necessary ability, experience, professional skill and/or qualifications, the Employer can consider external applicants.
- (b) The name of the successful applicant shall be posted by the Employer.
- (c) In the case of part-time job postings, external job postings shall be posted at the same time as internal postings. If no person applies internally or in the opinion of the Employer, no applicants have the necessary ability, experience, professional skill and/or qualifications, the Employer will consider external applications.

10.03 Temporary Vacancies

- (a) Where a temporary full-time vacancy expected to last in excess of ninety (90) calendar days arises, all nurses (full-time and part-time) within the Home where the vacancy arises shall be given the first (1st) opportunity to fill it. Management will post an expression of interest within the Home outlining the conditions and duration of the temporary vacancy. The nurse with the greatest seniority shall be awarded the position. If a full-time nurse is the successful candidate to this first expression of interest process, the Employer will run a second expression of interest process for the resulting temporary vacancy available only to part-time nurses within the Home. The eligible part-time nurse with the greatest seniority will be offered the

job. If a part-time nurse is successful to the first expression of interest process, the Employer will not run a second expression of interest process and the anticipated hours arising from the temporary vacancy shall be distributed amongst existing part-time and/or casual staff. If management determines that the anticipated hours are too excessive to distribute among existing staff, management may post the temporary vacancy externally as a new temporary part-time vacancy.

- (b) A temporary vacancy may extend beyond its initial termination date. The Union shall be given notice of such an extension.

Article 11 Layoff and Recall

11.01

- (a) Where the full-time complement is to be reduced in the Homes, the junior full-time nurse within the bargaining unit shall be given the notice of lay-off.
- (b) Where the part-time complement is to be reduced in the Home, the junior part-time nurse within the Homes shall be given the notice of lay-off.
- (c) The displaced full-time nurse may utilize their seniority to displace the most junior full-time nurse in the other three Homes or the most junior part-time nurse in their Home, or the most junior part-time nurse in the other three Homes, provided the displaced full-time nurse has greater seniority.

The displaced part-time nurse may utilize their seniority to displace the most junior part-time nurse in the other three Homes, provided the displaced part-time nurse has greater seniority.
- (d) In the event of a proposed lay-off that is anticipated to be greater than thirteen (13) weeks in duration, the employer will provide the nurses affected and the Union with ninety (90) calendar days of notice, if feasible. During the period between the notice and the effective date of the lay-off, the employer will meet with the Union. Any written agreement between the employer and the Union will take precedence over the terms of this Article.
- (e) In the event of recall, positions will be filled in the reverse manner to the lay-off. A full-time nurse shall be recalled to only full-time positions and a part-time nurse shall be recalled to only part-time positions.

- (f) Where staffing levels are temporarily reduced as a result of a sudden or unexpected occasion or combination of events calling for immediate action for example an emergency), such reductions will not be governed by this Article.
- (g) The Region shall retain the responsibility and the right to determine the methods through which municipal services are provided. However, in the event that a regular nurse with three (3) years' service is displaced from their job by technological change, the Region will take one or a combination of the following actions.
 - 1. The nurse may opt to fill a vacant position, for which they are qualified to perform the duties of, that has been posted via Article 10, and unfilled within the ONA bargaining unit.
 - 2. If (1) is not possible, but a position is available for which the nurse could be retrained within a period of four (4) months, the Region will facilitate such retraining.
 - 3. If (1) is not available, and it is necessary to terminate the employment of the nurse, provide them with six (6) month's notice of termination, or pay in lieu of such notice, and provide them with a separation settlement of one (1) week's salary per year of service.
 - 4. Should there be any introduction of new equipment, due to technological change when advanced training is necessary, the Region will extend such training to the nurses in the classification involved, provided they are trainable.

11.02 No reduction in the scheduled hours of work for full-time nurses shall take place to prevent or reduce the impact of a lay-off without the consent of the Union. The Union will not unreasonably withhold such consent recognizing the benefit to the bargaining unit and residents.

Article 12 Employee Files

12.01 Where a written assessment is made in regards to a nurse's performance, the nurse shall receive a copy and be provided with the opportunity to comment.

12.02 A nurse may review their Human Resources file by writing to the Human Resources Division of the Department of Corporate Services.

12.03 Any discipline will be removed from the record of a nurse twenty-four (24) months following the receipt of such discipline provided that such nurse's record has been discipline free for twenty-four (24) months of active employment.

Article 13 Leave of Absence

13.01 The Homes may grant a leave of absence for personal reasons, of up to three (3) consecutive months, without pay and without loss of seniority, or service, or occupational classification, to any nurse requesting such leave. Such request shall be made in writing at least six (6) weeks in advance of the requested leave, where possible, and granted at the sole discretion of management. If a personal leave is to commence after September 1st, the employee is required to exhaust their vacation bank for that year and holiday banks before commencing the leave. It is understood that exhausting this bank will not result in an extended leave of absence.

13.02 Except as otherwise stated, a nurse may only accumulate seniority and service during the first three (3) months of a granted leave of absence.

13.03 The Homes may grant leaves of absence of up to one (1) month without pay and without loss of seniority, or service, or occupational classification to allow a nurse to be a candidate in a federal, provincial or municipal election.

13.04 Leave of absence without pay or loss of seniority or service for attendance at Union meetings, conferences, seminars and conventions may be granted to not more than one (1) nurse at any one time. Such requests will not be unreasonably withheld.

13.05 The Home may grant a leave of absence of up to two (2) years without pay and without loss of accrued seniority, or service, or occupational classification to a nurse to serve in a full-time position with the Ontario Nurses' Association. Such leave may be renewed every two (2) years upon request.

13.06 Where a nurse is on a leave of absence for union business, the employer will bill the union for all salary and benefit costs associated with the leave.

13.07 Benefits on Leave of Absence

Where a nurse is on an unpaid leave of absence that is greater than one month, the following guidelines will apply.

- (a) If the nurse elects not to continue the benefits outlined in Article 20, the benefit coverages cease on the last day actively at work.

- (b) These benefits will recommence upon the first (1st) day of active return to regular employment in accordance with terms of the master policy, as may be amended from time to time.
- (c) Extension of this benefit coverage is available to nurses who are on approved leaves of absence in excess of one (1) month provided the nurse pays one hundred percent (100%) of the premium cost monthly in advance of the beginning of every month except as modified by the Ontario Employment Standards Act, 2000.
- (d) Benefit service eligibility, pension credit or progression through the wage grid will not accrue during the unpaid leave of absence but will remain at the amount held at the commencement of the leave except as modified by the Ontario Employment Standards Act, 2000.
- (e) Benefits for a nurse due to illness or injury will continue until a nurse ceases to be disabled or ceases employment with the Region provided the nurse maintains their share of the required premiums.
- (f) Vacation and sick time accrual will be prorated while a nurse is on an unpaid leave of absence in excess of three (3) months except as modified by the Ontario Employment Standards Act, 2000.
- (g) All leaves of absences shall be requested in writing not less than two (2) weeks in advance of the required leave.

13.08 Professional and Educational Leaves

- (a) Where an employee is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such nurses for the time off from work as the result of attending the course and shall be paid at their regular rate of pay without any entitlement to overtime or premiums.
- (b) A nurse's request for a leave of absence to attend an educational course or workshop may be granted at the sole discretion of management.

13.09 Bereavement Leave

A nurse shall be granted time off for bereavement leave, without loss of pay for scheduled days of work, according to the schedule below, following the date of death, for attendance at, or arranging, for the funeral of:

- (a) A nurse's spouse or child, up to nine (9) consecutive days.

- (b) A father, mother, father-in-law, mother-in-law, sister, brother or grandchild, up to five (5) consecutive days.
- (c) A nurse's grandmother, grandfather, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, up to two (2) consecutive days.
- (d) An additional three (3) days travelling time without pay may be granted by the Administrator or designate to permit the nurse to attend a funeral in the family that is to be held at a distant point.
- (e) Where the parent of a nurse dies at a distant point and the nurse will be unable to attend the funeral or make funeral arrangements, the day immediately following the day on which notification of the death is received by the nurse shall, if the nurse so wishes, be granted as time off for bereavement leave without loss of pay if that day is a scheduled working day.
- (f) At the written request of a nurse, the Administrator or their designate may permit the time off under this article to be taken over two (2) occasions in order to accommodate religious or cultural diversity.
- (g) Part-time nurses will be credited with seniority and service for all such leave.

13.10 **Jury and Witness Duty**

A nurse required to serve on jury duty in a case in which the Crown is a party, or as a witness at an inquest, or as a witness in a case arising out of their employment, or as a witness at a Hearing of the College of Nurses of Ontario, shall notify the Director of Care, or their designate, as soon as possible, shall not lose regular pay, excluding any premium payments, because of such attendance. The nurse, a union representative and management shall meet to determine what, if any, adjustments need to be made to the nurse's schedule having regard to operational need, health and safety and the nurse's wellness.

The following conditions apply to this leave:

- (a) Presents proof of service requiring their attendance;
- (b) Pays the Employer the full amount of compensation received, less expenses, for such service; and
- (c) Advises their manager in writing that their jury and/or witness duty has come to an end. The nurse will not delay in giving such notice.

- (d) Will not be required to work on the night shift prior to such duty.
- (e) If a Part-time nurses' active jury and/or witness duty extends beyond the schedule posted at the time the nurse commenced the leave, the Part-time nurses' ongoing pay will be calculated based on their average regular earning from the preceding 12 weeks.

13.11 Pregnancy Leave

Pregnancy and parental leave will be granted in accordance with the provisions of the Ontario Employment Standards Act, 2000, except where amended in this provision.

- (a) The nurse shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave and expected date of return. At such time, the nurse shall furnish, if requested by the Employer, a certificate of a legally qualified practitioner stating the expected birth.
- (b) The nurse shall reconfirm their intention to return to work on the date originally approved in subsection (a) 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.
- (c) 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.

The Employer will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the expected duration of employment.

- (d) 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 the Employment Insurance Act shall be paid a supplemental employment benefit for a period not exceeding fifteen (15) weeks. That benefit will be equivalent to the difference between seventy-eight percent (78%) of their regular weekly earnings and the sum of the maximum weekly Employment Insurance benefits available to them during that 15-week window and any other earnings. Such 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 current claim information page or letter from Service Canada (if in receipt of EI Sick Benefits prior to the commencement of EI pregnancy benefits) 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 nurse shall be calculated based on the average number of hours worked using the same time period used for calculation of standard Employment Insurance benefits.

- (e) Credit for service and seniority shall accumulate while a nurse is on pregnancy/parental leave except for the calculation of the probationary period. In the case of part-time nurses, such service and seniority shall be calculated using their average hours worked in the twelve (12) weeks preceding the leave.

13.12 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 Ontario Employment Standards Act, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 13.11 is eligible to be granted a parental leave of up to thirty-five (35) weeks' duration, in accordance with the Ontario Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to 18 months' duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Home 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 Home 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 hours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 9.02 (a).
- (e) The Home will outline to nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the anticipated duration of such employment.
- (f) The nurses employed at Fairview Lodge and Lakeview Manor who were entitled to a 78% supplemental employment benefits (SUB) for parental leave at the time of ratification of the 2021-2025 Collective Agreement by both parties shall maintain that entitlement throughout the duration of their employment for example. This benefit shall be grand-parented for this group. It is understood that nurses at Hillside Estates, Hillside Terraces and nurses hired after ratification employed at Fairview Lodge and Lakeview Manor after ratification of this Collective Agreement by both parties shall not be entitled to SUB during parental leave.

Article 14 Paid Holidays

14.01 The following shall be recognized as holidays under this Agreement:

New Year's Day	Labour Day
Easter Sunday	Thanksgiving Day
Family Day	Remembrance Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day (July 1 st)	2 nd Monday of June
Civic Holiday	National Day for Truth and Reconciliation

and any national or provincial holiday declared by the Federal Government or the Government of Ontario.

Only regular full-time nurses, who have completed their probationary period, shall be entitled to the 2nd Monday of June Holiday.

14.02 To be eligible for holiday pay an employee must work their full scheduled shift immediately preceding and their full scheduled shift immediately following the holiday.

Where an absence on either or both of the qualifying working shifts is either with the written permission of the Administrator or designate, is due to illness attested to by a physician's certificate or is with reasonable cause as provided for in the Ontario Employment Standards Act, payment will be made.

14.03 When an employee is on a leave of absence without pay or sick leave without pay in excess of thirty (30) calendar days, they shall not be paid for any designated holiday(s) falling within the period of leave of absence without pay or sick leave without pay.

For the purpose of clarity, if a nurse is on a leave of absence and is in receipt of any type of supplemental payments, including that provided under Article 13 or Article 16 by the employer or any other party, it shall be considered a leave of absence without pay.

14.04 A nurse who is scheduled to work on any such holiday and works on the said holiday shall be paid time and one-half (1.5) their regular straight time for the day, except for Christmas day which shall be paid at double time (2) their regular straight time rate, and full-time nurses shall receive another day off with pay and such time off shall be at the mutual agreement of the nurse concerned and the Director of Care as the case may be, or their designate. The lieu day must be taken within 60 days following the holiday. If the lieu day is not taken within sixty (60) days following the holiday, the nurse will receive payment equivalent to one day of pay at the nurse's regular straight time rate of pay.

14.05 The application of premium pay for the holiday shall be paid only for the day on which the holiday is observed. For clarity, if the actual day of the holiday is observed on a different day than the Region, only nurses working on the actual day shall receive the premium noted herein.

14.06 A regular full-time nurse shall receive holiday pay equivalent to one day (7.5 hours) at the nurse's regular rate of pay. A regular part-time nurse shall receive holiday pay equivalent to the average daily hours worked in the four weeks preceding the holiday in accordance with the Employment Standards Act, 2000.

14.07 A nurse who is eligible for holiday pay and who is not required to work on one of the above-named holidays shall suffer no reduction in their salary by reason of the occurrence of said holiday.

Article 15 Vacations with Pay

For Full-Time Nurses Only:

15.01

- (a) Effective January 1st, 2024, introduce Article 15.01(a) as follows (all vacation time prior to implementation will be in accordance with entitlements that existed prior to the ratification of this Collective Agreement):

Full-Time nurses will receive vacation with pay in accordance with the following schedule:

1. Less than one (1) year of service, one day per month of service to a maximum of ten (10) working days.
2. One (1) year of service, but less than (5) five years of service, three weeks.
3. Five (5) years of service, but less than (fourteen) 14 years of service, four weeks.
4. Fourteen (14) years of service, but less than twenty-three (23) years of service, five (5) weeks.
5. Twenty-three (23) years of service, but less than twenty-five (25) years of service, six (6) weeks.
6. Twenty-five (25) or more years of service, six (6) weeks, plus 1 day per year of service to a maximum of 5 additional days.

For Part-Time Nurses Only:

- (b) Effective January 1st, 2024 Article 15.01(b) as follows (all vacation time prior to implementation will be in accordance with entitlements that existed prior to the ratification of this Collective Agreement):

Part-time nurses shall receive vacation entitlement on the basis of fifteen hundred (1500) hours worked equals one (1) year of service.

Part-time nurses shall receive vacation time with pay based on a percentage of their gross annual earnings according to the following schedule;

1. Less than two (2) years of service- 4%
2. two (2), but less than four (4) years of service- 5%
3. four (4), but less than ten (10) years of service- 6%
4. ten (10), but less than twenty (20) years of service- 10%
5. twenty (20) or more years of service-12%.

15.02 Full-time nurses shall be entitled to vacation pay in accordance with credited service. Vacations shall be taken in the calendar year based on the nurse's vacation entitlement as computed to May 31st of that same calendar year except that a nurse shall become entitled to increased vacation entitlement after January 1st in the calendar year in which the subsequent anniversary of service falls. The increased entitlement for employees in which their first anniversary of service falls shall be on a prorated basis.

15.03 If a paid designated holiday falls during a nurse's vacation, they shall be granted an additional day's vacation at a time mutually agreed to between the nurse and the Director of Care or their designate.

15.04 A nurse who is on leave of absence without pay in excess of three (3) months shall receive a vacation with pay pro-rated to time worked.

15.05 When a nurse's employment is terminated for any reason, full payment for vacation earned, but not taken, will be paid to the nurse. Likewise, vacation taken but not earned will be reimbursed to the employer.

15.06 Vacation Roster

- (a) Vacation requests for the pay period after January 1st to the pay period that includes June 1st ("Period 1") must be submitted by October 31st of the preceding year. Subject to the Region's right to maintain a qualified workforce, the choice of vacation days will be granted in order of seniority. The finalized vacation schedule will be approved no later than November 15th.
- (b) Vacation requests for the pay period after June 1st to the pay period that includes January 1st of the year following the vacation entitlement year ("Period 2") must be submitted by April 1st. Subject to the Region's right to maintain a qualified workforce, the choice of vacation days will be granted in order of seniority. The finalized vacation schedule will be approved no later than April 15th.

- (c) A blank vacation roster covering the calendar year will be posted physically by no later than October 1st of the year preceding the vacation entitlement year. The roster will indicate the number of vacation days the nurse is entitled to in the vacation entitlement year. Nurses may elect to enter their anticipated vacation selection on the Period 1 physical roster to facilitate vacation planning, however such entry does not mean that time has been approved and management shall not monitor those entries.
- (d) The Employer will post a second vacation roster physically by no later than March 15th of the vacation entitlement year for Period 2. Nurses may elect to enter their anticipated vacation selection on the Period 2 physical roster to facilitate vacation planning, however such entry does not mean that time has been approved and management shall not monitor those entries.
- (e) It is understood nurses will be required to submit vacation requests electronically.
- (f) All vacation requests submitted after October 31st of the year preceding the vacation entitlement year for Period 1 and after April 1st of the vacation entitlement year for Period 2 will be on a first come, first serve basis.
- (g) Vacation is limited to three (3) weeks during the peak eleven (11) week period that ends on Labour Day. Management may approve additional vacation requests during the peak season where operationally feasible.
- (h) A maximum of two (2) Registered Nurses may be granted vacation at the same time save and except Hillsdale Estates, where three (3) Registered Nurses may be granted at the same time. At the discretion of management, additional nurses may be granted vacation.
- (i) Vacation/Stat days may be used for three (3) extra weekends off per year. During the peak eleven (11) week period, ending on Labour Day, individual vacation/stats days may be used for only one (1) extra weekend off. It is understood that these extra weekends off will only include stand-alone weekend vacations and will not include weekends scheduled off as part of a longer vacation period.

15.07 If a nurse has not scheduled all of their annual vacation entitlements by September 1st, they shall be given the option of scheduling their remaining time, having the remaining time paid out or a combination of the two. This election shall be made by no later than September 30th and failing to elect will result in the time being paid out in its entirety.

Article 16 Sick Leave

16.01 Any abuse of these provisions may be considered cause for disciplinary action.

16.02 All regular full-time nurses of the Homes shall be entitled to their existing bank of sick leave credits and to one and one-half (1.5) days sick leave for each full month of employment and any unused portion of such sick leave shall accumulate to the credit of such nurses.

16.03 All regular full-time nurses shall be entitled to sick leave with pay up to the amount of their accumulated sick leave credits. Probationary nurses shall not be entitled to such credits until they become regular nurses, at which time sick leave credits will be established as of the date of hiring.

16.04 Any regular full-time nurse who has had at least five (5) years of continuous service shall, upon termination of their employment for any reason, be entitled to a sick leave gratuity equal to their salary at the time of such termination of service, for one-half ($\frac{1}{2}$) of the number of days sick leave standing to their credit at that date provided, however, that this amount of such gratuity shall in no case exceed six (6) months of their salary at that date.

16.05 The Department of Corporate Services-Human Resources Division shall keep all records necessary to the carrying out of this plan, and the decision of the Commissioner of Corporate Services as to the amount of sick leave gratuity to which a nurse is entitled shall be final.

16.06 In cases where absence is caused by accident or illness for which the nurse is receiving compensation from the Workers' Safety & Insurance Board, the period of absence to be charged against their sick leave credit shall be reduced to give effect only to the net salary paid by the Employer to such nurse with respect to such absence.

16.07 No wage payments shall be made to a nurse claiming compensation beyond the limit of their credit on sick leave, unless or until an award has been made by the Workers' Safety & Insurance Board.

16.08 The provisions of this Article shall apply to regular full-time nurses only.

(Note: A part-time nurse who becomes a regular full-time nurse shall be credited with one and one-half (1.5) days sick leave for each full month of service credited to them as a regular employee a maximum of nine (9) sick leave credits).

Article 17 Hours of Work

17.01 The normal hours of work for a nurse are not a guarantee of work per day or per week or a guarantee of days of work per week.

17.02 The normal hours of work shall be seven and one-half (7.5) hours per day and, for full-time nurses, seventy-five (75) hours in any bi-weekly period.

17.03 Owing to the inherent nature of part-time employment, it is understood that part-time nurses are not guaranteed hours of work and are subject to scheduling fluctuations that will not trigger the lay-off clause.

17.04 The introduction or discontinuance of a shift other than the normal daily seven and one-half (7.5) hours shall be negotiated by the parties.

17.05 Breaks

A nurse shall receive a paid fifteen (15) minute break in the first half ($\frac{1}{2}$) of the shift; a paid fifteen (15) minute break in the second half ($\frac{1}{2}$) of the shift; and, one unpaid one-half ($\frac{1}{2}$) hour lunch break.

A nurse shall be paid one half-hour ($\frac{1}{2}$) lunch break, at straight time, where no manager or other nurse is working during the nurse's shift.

17.06 A nurse may leave the building during their thirty (30) minute unpaid lunch break provided the nurse's responsibilities can be delegated to a registered nurse for the duration of the absence.

17.07 Scheduling

- (a) Work schedules shall be posted, in a manner determined by management, four (4) weeks in advance of their effective date, although the schedules may be subject to change according to operational requirements, with notice to the nurse.
- (b) Requests for change in posted work schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or shifts. In any event, it is understood that such a change initiated by the nurse and approved by the Employer, which shall be approved based on management's assessment of operational needs, shall not

result in overtime compensation or payment or any other claims on the Employer by any nurse under the terms of this Agreement. Restrictions will not be unreasonable or arbitrary. The shift exchange must occur within one pay period of the request unless otherwise approved by management which shall not be unreasonably or arbitrarily denied.

- (c) Requests for specific days off shall be in writing and made fifty (50) calendar days in advance of the requested day off.

17.08 Nurses shall receive time off at Christmas or New Year's, alternating from year-to-year. Christmas off shall include Christmas Eve Day, Christmas Day and Boxing Day. New Year's off shall include New Year's Eve Day and New Year's Day. Nurses shall receive at least three (3) consecutive days off in a row at either Christmas or New Year's and in the case of Hillsdale Estates, nurses shall receive at least five (5) consecutive days off in a row at either Christmas or New Year's. Where there is no impact on operational needs, the employer endeavours to schedule nurses for additional time off at Christmas or New Year's.

It is understood that nurses schedule may be adjusted in accordance with Article 17.10.

17.09 When there is no impact on operational needs, the Employer endeavours to provide both Christmas and New Year's off to nurse(s). This shall be offered in order of seniority excluding the nurse(s) who took both holidays off in the previous calendar year.

17.10 It is understood that nurses schedule may be adjusted during the holiday season (from December 15th to January 9th) and the adjustment will not trigger overtime pay.

17.11 Where there is a change to Daylight Savings from Standard Time or vice versa, a nurse who is scheduled and works a full shift shall be paid for the time they work.

17.12 The first (1st) shift of the day shall be the day shift.

17.13 There shall be no split shifts.

17.14 The employer will schedule every other weekend off for full-time nurses and one (1) weekend in three (3) off for part-time nurses. The parties agree that the current practice of scheduling every other weekend off for part-time nurses will continue as much as possible and where operationally required, part-time nurses may be scheduled off one (1) weekend in four (4). It is

understood that this provision does not apply to nurses who request and/or are hired to predominantly work weekends. It is also understood that if an individual weekend day off is approved, it will count towards the nurse's extra weekends off as contemplated in Article 15.06(a).

- 17.15 It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the last shift Friday until the commencement of the first shift Monday unless otherwise mutually agreed. It is understood that the fifty-six (56) hour period would be in accordance with the scheduling practices of the Home.

The Employer will endeavour to schedule full-time and regular part-time nurses to be off the Friday evening before their weekend off and not to return to work on the Sunday night of their weekend off.

- 17.16 The Employer shall not change the shift of duty for presently employed nurses working on permanent shifts except by mutual agreement. However, the Employer retains the right to discontinue a permanent shift in the case of performance management, discipline and/or accommodation issues.

17.17 Individual Special Circumstances Arrangements

Notwithstanding Article 2.03, the Home and the Union may agree that the hours of work for an individual full-time nurse be modified. Such an arrangement shall be established by mutual agreement of the Home and the Association, and the nurse affected. The parties agree that the arrangement applies to an individual, not to a position. Such arrangement will be in writing and signed by all parties.

Article 18 Premium Payment

18.01 Premium Payment

- (a) Work in excess of the normal daily hours of work or in excess of seventy-five (75) hours bi-weekly shall be compensated at the rate of time and one-half (1.5) their regular straight time rate. When the Employer deems it necessary to offer overtime, the available shift will be offered to the most senior available nurse who will incur the least financial cost to the Home.
- (b) A shift premium of two dollars and twenty cents (\$2.20) per hour will be paid to all nurses working the evening shift and two dollars and sixty cents (\$2.60) per hour will be paid to all nurses working the night shift.

- (c) A nurse shall be paid a weekend premium of two dollars and ten cents (\$2.10) per hour for all hours worked between 2300 hours on Friday to 2300 on Sunday for Hillsdale Estates, Hillsdale Terraces and Fairview Lodge and 2230 hours on Friday to 2230 on Sunday for Lakeview Manor.
- 18.02 Nurses required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.
- 18.03 Where a nurse is not provided with a period of sixteen (16) consecutive hours off between periods of work, the nurse will be paid at time and one-half (1.5) their appropriate hourly rate for those hours between the time they start work and the end of the sixteenth (16th) hour. Training, education or overtime hours worked during the sixteen (16) hour period will not trigger this premium.
- 18.04 Where call-in is requested and the nurse commences work within one (1) hour of the call-in, the nurse will be paid their regular rate from the time of the original call-in to the completion of the call-in shift.
- 18.05 It shall be the responsibility of the nurse to consult the posted work schedule. Changes to the posted work schedule required by the Employer shall be brought to the attention of the nurse. It is understood that call-ins are not covered by this provision.
- 18.06 Where a full-time nurse has completed their regularly scheduled shift and has left the Home and is called in to engage in compensable work outside their regularly scheduled working hours, such nurse shall receive time and one-half (1.5) their regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours pay at time and one-half (1.5) their regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into their regularly scheduled shift. In such case, the nurse will receive time and one-half (1.5) their regular straight time hourly rate for actual hours worked up to the commencement of their regular shift.
- For part-time nurses, this premium will apply if called-back within sixteen (16) hours of the completion of their shift. This premium is not triggered for training or education within sixteen (16) hours of the completion of the part-time nurses' shift or commencement of their following shift.
- 18.07 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payments.

- 18.08 If the nurse is scheduled to work (for example does not include call-in shifts) in excess of seven (7) consecutive days, they shall be paid time and one-half (1.5) on all days scheduled and worked in excess of seven (7) until a day off is scheduled.
- 18.09 A nurse who works a second (2nd) consecutive full shift shall be entitled to the normal rest periods and eight dollars (\$8.00), if the Employer is unable to provide a hot meal.
- 18.10 If a full-time nurse is required to work a second (2nd) consecutive and subsequent weekend and if a part-time nurse is required to work a third (3rd) consecutive and subsequent weekend, they will receive premium payment of one and one-half (1.5) times for all hours worked on that weekend and subsequent consecutive weekends until a weekend is scheduled off. This Article does not apply to call-ins or where the parties have agreed in writing that a part-time employee was hired to work primarily on weekends.

Article 19 Miscellaneous

- 19.01 The Employer may substitute another insurance or benefits carrier for any of the plans (other than O.H.I.P.) provided that the level of benefits conferred in the Collective Agreement are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 19.02 The Employer shall post on the intranet provide to each nurse a copy of the current information booklets for those benefits provided under Article 20. The Union shall be provided with a current copy of the Master Policy in the event insurance providers change.
- 19.03 Upon recommendation of the Medical Officer of Health, all nurses shall be required, on an annual basis to be vaccinated for influenza. This vaccination will be provided free of charge by the Home every fall. If the nurse chooses to be vaccinated by their physician, proof of such vaccination by the nurse's physician must be provided to the Home.

Nurses who are unable to take the influenza vaccine and antiviral medication for influenza due to medical reasons are required to provide proof from their family physician. The nurse will be reassigned during the outbreak period if the nurse is unable to take both influenza vaccine and antiviral medication for influenza. The clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

19.04 Upon request, the Employer will provide them with a letter detailing their years of experience with the Employer. In the case of part-time employees, such experience shall be expressed as hours worked.

19.05 Each nurse shall keep the Employer informed of changes to relevant employment information.

19.06 Medical Information

- (a) When a nurse has been on sick leave the Administrator or their designate may require the nurse to obtain a doctor's certificate
- (b) Where a nurse is absent due to illness, the nurse may be required to specify the nature of the illness to verify payment under the sick leave plan.
- (c) When a nurse is on an approved medical leave of absence, the Employer and the Union agree that the parties, including the nurse, will maintain ongoing and timely communication during that leave and the nurse will comply with reasonable requests for medical information during that leave, which may include submitting to an independent medical examination.

19.07 Modified Work/Return to Work

It is the mutual desire of the parties to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace.

The parties will make reasonable efforts to place nurses with a disability in their regular classification. The full range of accommodation will be considered to enable nurses with disabilities to perform the core duties of their positions. If this is not possible, the parties will co-operate in identifying suitable alternative employment.

Where the nurse cannot be accommodated in their regular classification, the parties will meet for the purpose of reviewing and recommending appropriate individual case strategies for:

- (a) The safe and successful return of a nurse with a disability to the workplace as soon as possible after an illness or accident, whether work-related or not.
- (b) The return to productive and gainful employment, where practicable, for those nurses who have become incapable of fully performing the core duties of their own classification but who are medically certified

as capable of performing duties of another classification provided the nurse has the requisite skill and ability to perform the job.

- 19.08 The Employer shall provide to the Union an individual bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union.
- 19.09 ONA will be included on the distribution list for WSIB Employee Accident/Incident Reports provided the effected employees consent.
- 19.10 The Employer will notify the local union in writing of any employee who has been physically assaulted in the line of work, by forwarding a copy of the applicable incident report within forty-eight (48) hours of completion, or as soon as is practically possible, provided the effected employee's consent.

Article 20 Benefit Plans

20.01 The Employer will provide the following employee benefit program with premiums payable by the Employer, except as noted, to all regular full-time nurses. Enrolment in extended health benefits and dental coverage will take place after three (3) months of continuous employment and for Group Insurance in (a) below, after six (6) months of continuous service. Group Insurance is defined as Long Term Disability, AD & D and Life Insurance. Employees over the age of 65 shall be excluded from 20.01 (a) (1), (3), (4) and (5), except that they will be entitled to a \$20,000 Life Insurance policy paid for by the Employer up to and including age 75. Regular part-time nurses are eligible for extended health benefits only.

(a) Group Insurance

- 1. Life Insurance – two (2) times basic annual salary to a maximum insured amount of two hundred and seventy-five thousand dollars (\$275,000.00).
- 2. A paid-up life insurance policy in the amount of \$2,500.00 will be provided to full-time nurses upon normal retirement at age 65 or later if working past age 65. Employees who retire early on an OMERS pension also qualify for the paid-up life insurance policy if they have at least fifteen (15) years of continuous service with the Region.
- 3. Accidental Death and Dismemberment Insurance – In the event of an employee's accidental death, the amount of insurance payable is equal to two (2) times the basic annual salary to a maximum

insured amount of two hundred and seventy-five thousand dollars (\$275,000.00).

4. Long Term Disability Insurance payable at sixty-six and two-thirds percent (66 2/3%) of basic earnings to a maximum of seven thousand dollars (\$7,000.00) per month. Benefits to commence on the one hundred and eighty-first (181st) day of disability.
5. A nurse may elect to purchase additional Voluntary Life and AD&D Insurance through a plan arranged by the employer.

(b) Dental Plan

1. Basic Services – no co-insurance. Basic dental recall examinations are covered once every nine (9) months.
2. Endodontic and Periodontic Services – co-insurance with plan paying seventy-five percent (75%) and nurse twenty-five percent (25%). Scaling and/or root planing has an annual maximum of eight (8) time units per calendar year.
3. Major Restorative – co-insurance with plan paying fifty percent (50%) and the employee paying fifty (50%).
4. Orthodontics – for eligible dependent children only, co-insurance with plan paying fifty percent (50%) and the employee paying fifty percent (50%) up to a three thousand dollars (\$3,000.00) lifetime maximum.
5. An annual maximum of twenty-five hundred (\$2,500.00) dollars per nurse or eligible dependant on all dental benefits will apply.
6. Benefits are based on the current O.D.A. fee schedule.

(c) Extended Health Benefits Regular full-time and regular part-time nurses will be enrolled in the Extended Health Benefits with family coverage at the nurse's option. Extended Health Benefits provide:

1. Semi Private Hospital Coverage
2. Drug Plan - A drug card with mandatory generic drug substitution and \$10.00 dispensing fee cap shall be issued.
3. Vision Care:
 - 3.1 Vision Care Coverage: four-hundred dollars (\$400.00) four hundred and fifty dollars maximum every two consecutive years. Effective January 1st, 2024 increase vision care

coverage to four hundred and fifty dollars (\$450) maximum every two consecutive years.

3.2 Eye exam: up to \$100 every 2 consecutive years.

4. Hearing Aids – seven hundred and fifty dollars (\$750.00) maximum per insured person each three (3) consecutive calendar year period.
5. Physiotherapist and Psychologist – two thousand (\$2,000.00) maximum per benefit per calendar year per insured person. Effective January 1st, 2024 increase psychologist benefit to three thousand (\$3000) maximum per calendar year per insured person.
6. Speech Therapist – 80% coverage for treatment of speech impairments by a licensed speech therapist, subject to reasonable and customary charges. The maximum amount payable is \$5000 in a calendar year.
7. Massage Therapy – reimbursement for treatment by a registered massage therapist is eighty percent (80%) of reasonable and customary charges to a maximum of five hundred dollars (\$500.00) per insured person per calendar year.
8. Chiropractor – reimbursement is eighty percent (80%) of reasonable and customary charges to a maximum of five hundred dollars (\$500.00) per insured person per calendar year.
9. Podiatrist and Naturopath: reimbursement is eighty percent (80%) of reasonable and customary charges to a maximum of five hundred dollars (\$500.00) per benefit per insured person per calendar year.

20.02 It is understood that the insured benefits described in this article will not be reduced during the term of this agreement. It is understood and agreed that such programs will be subject to the terms and conditions of any governing master policy (a copy of which will be supplied to the Union) or any statutory requirement. Any dispute over the payment of benefits, shall be adjusted between the nurse and the insurance company, but the Employer will use its best efforts to assist the nurse in dealing with the insurance company.

20.03 The 5/12 nurses' share of the Employment Insurance Canada premium reduction will be ceded to the Employer to provide partial funding for benefit costs.

20.04 Other:

- (a) Full-time nurses who retire early (between age 55 and 65) and achieve the OMERS 90 factor or have at least 15 years of continuous Regional service at the time of retirement and who take an OMERS retirement pension, will be provided with Extended Health Benefits and the Dental Plan up to the age of 65.

Survivor Benefits: Upon the Death of a regular full-time active employee who is in receipt of benefits, the employee's spouse and dependents will continue to have EHB and Dental coverage for a maximum of twenty-four (24) months or age 65 of spouse or until the spouse remarries, whichever comes first.

Article 21 Pension Plan

21.01 All eligible full-time nurses must, and all eligible part-time nurses may elect to become members of the Ontario Municipal Employees' Retirement System (OMERS). If a nurse becomes a member, the nurse and the employer shall contribute to OMERS for the eligible nurse as per the regulations of the Plan. It is understood that members of OMERS cannot withdraw from membership during their employment with the Employer.

Article 22 Orientation and In-Service/Educational Programs

22.01 An orientation program tailored to the newly hired nurse, inclusive of all shifts, will be provided.

22.02 In-service/educational programs will be provided and may be reviewed and updated from time to time by management. Management will apprise the Union of the content of these programs.

22.03 Any mandatory training that is offered on-line shall be scheduled during regular working hours and at the nurse's regular rate of pay.

Article 23 Compensation

23.01 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification, or where a nurse alleges they have been improperly classified and the parties agree, the Employer shall advise the Union of such new classification and the rate of pay established.

If requested, the Employer agrees to meet with the Union to review the appropriate rate of pay providing any such meeting shall not delay the

implementation of the new classification. Where the Union challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at step two (2) of the grievance procedure within five (5) calendar days following any meeting. If the matter is not resolved in the grievance procedure it may be referred to arbitration.

Any change in the rate established by the Employer through meetings with the Union or by a Board of Arbitration shall be retroactive to the time at which the new or changed classification was first (1st) filled.

- 23.02 An annual increment shall be paid on each full-time nurse's anniversary date of employment and after each fifteen hundred (1500) hours worked in the case of part-time nurses until a nurse reaches the maximum step of the salary grid.
- 23.03 A claim for recent related experience (inclusive of out of province and out of country experience), if any, shall be made in writing by the nurse at the time of hiring on the application for employment or otherwise. It shall be the responsibility of the newly hired nurse to make a claim of recent and related experience within the probationary period in order to be considered for a salary increment. If they fail to make a claim in the specified time period or fails to provide reasonable proof of recent related experience, they shall not be entitled to recognition. Having established the recent related experience, the Home will credit a new nurse with one (1) annual service increment for each year of experience up to the maximum of the salary grid. If there's been more than a three (3)-year lapse since the nurse occupied a nursing position, they shall be placed on the salary grid based on any historical years of experience as a registered nurse and, if applicable, will be credited up to three (3) years' of experience to account for educational or practicum upgrades required by the College of Nurses' to obtain their designation as a registered nurse in Ontario.
- 23.04 In the event that a nurse is transferred from a part-time to a full-time position they shall be placed on the same step on the salary grid at the time of transfer. The date for progression to the next level will be based on the earlier of the completion of the balance of the fifteen hundred (1500) hours worked required to reach the next increment or the anniversary date of employment and thereafter, on the anniversary date of employment.

Article 24 Duration

24.01 This agreement shall remain in force and effect for a term from April 1st, 2020 to March 31st, 2025 unless either party gives notice in writing to the other within ninety (90) days prior to the expiry date thereof of that party's intention to terminate this Agreement or to re-negotiate revisions thereof.

The parties ratified the Collective Agreement on September 27, 2023 and this agreement was signed at Whitby, ON on May 29, 2024

For the Employer

For the Union

Regional Clerk

Josh Legere

Labour Relations Officer

Regional Chair

Elisa Kurosad

Bargaining Unit President

Kelly McDermott

Tania Ninacs-Gomes

Senior Solicitor

Karen McMann

Schedule "A"

ONA 16 Salary Grid					
April 1, 2020 - March 31, 2025					
	April 1, 2020 (Amalgamation)	April 1, 2021 (1.75%)	April 1, 2022 (1.75%)	April 1, 2023 (2.00%)	April 1, 2024 (2.25%)
Step 1	\$38.00	\$38.67	\$39.35	\$40.14	\$41.04
Step 2	\$39.91	\$40.61	\$41.32	\$42.15	\$43.10
Step 3	\$41.82	\$42.55	\$43.29	\$44.16	\$45.15
Step 4	\$44.21	\$44.98	\$45.77	\$46.69	\$47.74
Step 5	\$46.60	\$47.42	\$48.25	\$49.22	\$50.33
Step 6	\$48.98	\$49.84	\$50.71	\$51.72	\$52.88
Step 7	\$51.37	\$52.27	\$53.18	\$54.24	\$55.46

37.5 hours/week

Progression Through Steps in Salary Grades:

Step 1: Start Rate

Step 2: 1 year of service (FT) - 1500 hours worked (PT)

Step 3: 2 years of service (FT) - 1500 hours worked after moving to Step 2 (PT)

Step 4: 3 years of service (FT) - 1500 hours worked after moving to Step 3 (PT)

Step 5: 4 years of service (FT) - 1500 hours worked after moving to Step 4 (PT)

Step 6: 5 years of service (FT) - 1500 hours worked after moving to Step 5 (PT)

Step 7: 6 years of service (FT) - 1500 hours worked after moving to Step 6 (PT)

Notes:

A. Nurses employed at Hillsdale Terraces only will get a one-time lump sum payment equivalent to 1.75% of their regular pay paid within 90 days of ratification by both parties (for the completion of active service from April 1st, 2019 to March 31st, 2020).

1. The lump sum payment shall not be deemed regular weekly earnings.
2. The lump sum payment will be prorated where the employee has not actively worked at Hillsdale Terraces from April 1st, 2019 to March 31st, 2020.

B. Part-Time Benefits: Effective January 1st,2024, all part-time nurses shall be entitled to benefits and holiday pay as stipulated in the Collective agreement and shall not be entitled to payments in lieu of such benefits outlined in the predecessor Agreement (A.1 and A.2) for part-time nurses employed at Fairview Lodge and Lakeview Manor. Prior to January 1st,2024, all part-time nurses will receive the benefits or pay in lieu of benefits, whichever is applicable, as stipulated in Collective Agreement in effect prior to the ratification of this Collective Agreement.

Appendix "A"

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO		GRIEVANCE REPORT / RAPPORT DE GRIEF	
ONA LOCAL SECTION LOCALE DE L'AIO GRIEVOR PLAIGNANTE DEPARTMENT SERVICE	EMPLOYER EMPLOYEUR	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
		1.	
		2.	
	GRIEVANCE NO. N° DU GRIEF	3.	
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÉNEMENT			
SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP DE L'AIO:	
STEP ONE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		
PREMIÈRE ÉTAPE		DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	
▶	DATE RECEIVED BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
		SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
STEP TWO	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		
DEUXIÈME ÉTAPE		DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	
▶	DATE RECEIVED BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
		SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
STEP THREE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		
TROISIÈME ÉTAPE		DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	
▶	DATE RECEIVED BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
		SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
ON-09 REV. 01/2000		DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE	

Appendix "B"

<u>ONA/LONG-TERM CARE PROFESSIONAL RESPONSIBILITY WORKLOAD (PRW) REPORT FORM</u>	
The Professional Responsibility Clause in the Collective Agreement is a problem solving process for nurses to address nursing practice and workload concerns relative to resident care/outcomes and safety. The PRW report form is a documentation tool that can facilitate and promote a problem-solving approach.	
SECTION 1: GENERAL INFORMATION	
Name(s) of Employee(s) Reporting (Please Print) _____	
Employer: _____ Unit/Floor/Pod: _____	
# Beds in Unit/Home: _____ Unit/Home Census this Shift: _____	
Date of Occurrence: _____ Time: _____ 7.5 hr shift <input type="checkbox"/> 11.25 hr shift <input type="checkbox"/> Other <input type="checkbox"/>	
Is this a Specialty Unit? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name of Supervisor: _____ Date/Time Notified: _____	
SECTION 2: DETAILS OF OCCURRENCE	
Provide details of how the residents well-being was potentially or actually compromised. Please identify the Nursing Standard(s)/Practice Guidelines/Best Practices or Employer policy that are believed to be at risk: _____	
Is this an: Isolated incident? <input type="checkbox"/> Ongoing problem? <input type="checkbox"/> (when in outbreak) <input type="checkbox"/> (Check one)	
SECTION 3: WORKING CONDITIONS	
In order to effectively resolve workload issues, please provide details about the working conditions <u>at the time of occurrence</u> by providing the following information:	
Regular Staffing #: RN _____ RPN _____ PSW _____ Clerks & Other _____	
Actual Staffing #: RN _____ RPN _____ PSW _____ Clerks & Other _____	
Agency/Registry RN: Yes <input type="checkbox"/> No <input type="checkbox"/> And how many? _____ RN _____ RPN _____	
Junior Staff*: Yes <input type="checkbox"/> No <input type="checkbox"/> And how many? _____ PSW _____ Temp RNs _____	
RN Staff Overtime: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, how many staff? _____ Total Hours: _____	
<i>*As defined by your unit/floor/pod</i>	
If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:	
Absence/Emergency Leave <input type="checkbox"/> Sick Call(s) <input type="checkbox"/> Vacancies <input type="checkbox"/>	
Management Support available on site? Yes <input type="checkbox"/> No <input type="checkbox"/>	
On Standby? Yes <input type="checkbox"/> No <input type="checkbox"/> On Call? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Did they respond? Yes <input type="checkbox"/> No <input type="checkbox"/> Did they resolve the issue? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Charge nurses (CN) are not held accountable for the actions of others, they are accountable for their actions in relation to others ("Nurse in Charge", CNO Communique, Sept. 2002).	
Were you working in a Charge Nurse Leadership Role? Yes <input type="checkbox"/> No <input type="checkbox"/>	

i) Assigning:

Could you assign staff according to their abilities? Yes No

Did you have time to determine what staff was most likely to need your help? Yes No

Did you have time to provide necessary support and supervision? Yes No

ii) Communication:

Could you regularly check in with staff during the shift to identify the need for support? Yes No

Are there clear roles and responsibilities? Yes No

Are there decision trees, current care plans etc. to assist the CN to quickly identify problems, decide on follow-up action, and who will take that action based on the roles and responsibilities? Yes No

Have you notified compliance? Yes No

iii) Leadership/Supervision:

Were you given enough time, opportunity, tools and resources to properly supervise? Yes No

Did you need to stop an unsafe situation? Yes No

If yes, did this include intervening or taking over the care of a resident? Yes No

On this shift, leadership was demonstrated in the following ways: (Check all that apply)

Facilitating Role model/mentor Advocating/promoting quality care

Resource person Problem solver Team collaborator

SECTION 4: NURSE/RESIDENT/ENVIRONMENT CARE FACTORS CONTRIBUTING TO THE CONCERN/ISSUE

Please check off the factor(s) you believe contributed to the workload issue and provide details:

Change in resident acuity/incidents e.g. falls. Provide details: _____

Number of residents on infectious precautions _____ Type of Precautions: _____

of Admissions _____ # of Deaths _____ # of Transfer to Hospital _____

Lack of/or equipment/malfunctioning equipment. Please specify: _____

Visitors/Family Members Lack of resources/supplies Home in outbreak

Communication/Process Issues Home in enhanced compliance monitoring

Drs. Days Non-Nursing Duties. Please specify: _____

Other (i.e. Physician/Nurse Practitioner unavailable, # of RAIs & RAPs, # of palliative residents). Please specify: _____

Exceptional Resident Factors (i.e. significant amount of time required to meet residents' needs/expectations). Please specify: _____

SECTION 5: REMEDY

(A) Discuss the concern/issue within the unit/area/home at the time the concern/issue occurs. Provide details of how it was or was not resolved.

(B) Failing resolution at the time of the concern/issue, seek assistance from the person designated by the Employer as having responsibility for a timely resolution. Continue to move up the management ladder for a timely resolution. Provide details including name(s) of individual(s):

SECTION 6: RECOMMENDATIONS

Please check off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

- | | | |
|--|--|--|
| <input type="checkbox"/> Inservice | <input type="checkbox"/> Orientation | <input type="checkbox"/> Review nurse/resident ratio |
| <input type="checkbox"/> Change unit layout | <input type="checkbox"/> Float/casual pool | <input type="checkbox"/> Review policies & procedures |
| <input type="checkbox"/> Adjust RN staffing | <input type="checkbox"/> Adjust support staffing | <input type="checkbox"/> Replace sick calls/LOAs, etc. |
| <input type="checkbox"/> Input into how compliance recommendations are implemented | | |
| <input type="checkbox"/> Change Start/Stop times of shift(s). Please specify: | | |

Equipment/Supplies. Please specify: _____

Other. Please specify: _____

SECTION 7: EMPLOYEE SIGNATURES

Signature: _____	Phone # / Personal Email: _____
Signature: _____	Phone # / Personal Email: _____
Signature: _____	Phone # / Personal Email: _____
Signature: _____	Phone # / Personal Email: _____

Date Submitted: _____

SECTION 8: MANAGEMENT COMMENTS

Did you discuss the issues with your employee/nurse on their next working day?
 Yes No If yes, date: _____

Provide details: _____

Please provide a written response with information/comments in response to this report, including any action taken to remedy the situations, where applicable and provide a copy to the nurse(s), Bargaining Unit President and Labour Relations Officer (LRO).

SECTION 9: RESOLUTION

Is the issue resolved? Yes No
If yes, how is it resolved?

If no, please provide the date in which you forwarded this to Labour-Management _____

SECTION 10: RECOMMENDATIONS OF UNION-MANAGEMENT COMMITTEE (LABOUR-MANAGEMENT)

The Union-Management Committee recommends the following in order to prevent similar occurrences:

Dated: _____

- Copies:
- (1) Manager
 - (2) ONA Rep
 - (3) Director of Care (or designate)
 - (4) ONA Member
 - (5) LRO

Letter of Understanding

Between

The Regional Municipality of Durham (Lakeview Manor, Fairview Lodge, Hillsdale Estates and Hillsdale Terraces)

(hereinafter referred to as the “Employer”)

And

Ontario Nurses’ Association

(hereinafter referred to as the “Union”)

Re: Mediation

Within 60 calendar days of ratification of the Collective Agreement by both parties, the parties shall meet to identify which grievances referred to arbitration and/or any outstanding grievances at Step 3 of the grievance procedure, can be referred to mediation. Once a list of such grievances is agreed to, the parties shall retain a mutually agreeable mediator to globally mediate the grievances. Any grievances not resolved, will continue to arbitration in accordance with Article 8. The parties shall share the costs of mediation/s equally.

The parties ratified the Collective Agreement on September 27, 2023 and this agreement was signed at Whitby, ON on May 29, 2024

For the Employer

Kelly McDermott

Jennifer Walker

Jenna Koyanagi

Melissa D’Souza

Sue Collins

Jennifer Morden

Louise O’Dell

Laura MacDermaid

Jenny Little

Barb Surge

Jeff Gardner

For the Union

Josh Legere

Labour Relations Officer

Elisa Kurosad

Bargaining Unit President

Tania Ninacs-Gomes

Karen McMann

Letter of Understanding

Between

The Regional Municipality of Durham (Lakeview Manor, Fairview Lodge, Hillsdale Estates and Hillsdale Terraces)

(hereinafter referred to as the "Employer")

And

Ontario Nurses' Association

(hereinafter referred to as the "Union")

Re: 11.25 Hour Shift at Lakeview Manor

Whereas the parties have agreed, pursuant to Article 17.04 to establish and implement extended shifts at Lakeview Manor for the Registered Nurses (hereinafter referred to as RNs); and

Whereas the Employer has agreed to implement this arrangement as a result of staffing challenges within the RN classification.

The parties have agreed to the following terms on a without precedent or prejudicial basis:

1. The regular day/evening shift will be defined as 0630H to 1830H (the "day shift"). The regular evening/night shift will be from 1830H to 0630H (the "night shift").
2. The normal daily extended shift shall be 11.25 hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid mealtime. A nurse shall be paid forty-five (45) minute lunch break, at straight time, where no manager or other nurse is working during the nurse's shift.
3. The RN's working extended shifts shall be entitled, subject to the exigencies of patient care, to relief periods during the shift of a total of thirty (30) minutes.
4. Pursuant to Article 18.01 a), all hours worked in excess of 11.25 hours per shift or in excess of 75 hours bi-weekly shall be compensated at the rate of time and one half (1.5X) their regular straight time rate.
5. Further to #4 above, for the purpose of clarity, the RNs working extended shifts will be scheduled to work six (6), twelve-hour (12) shifts and one (1) eight (8) hour shift in a bi-weekly period. Any additional time worked over 11.25 hours per day or in excess of 75 hours bi-weekly will be compensated at overtime rates.
6. A weekend is defined pursuant to Article 17.15.

7. Pursuant to Article 18.01, a shift premium of \$2.20 per hour will be paid to all RN's working 1430 to 1830 and \$2.60 hour to all RN's working 1830 to 0630.
8. Pursuant to Article 18.10, RNs shall be paid a weekend premium of \$2.10 per hour for all hours worked between 2230 hours on Friday to 2230 hours on Sunday.

The parties ratified the Collective Agreement on September 27, 2023 and this agreement was signed at Whitby, ON on May 29, 2024

For the Employer

Kelly McDermott

Jennifer Walker

Jenna Koyanagi

Melissa D'Souza

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Letter of Understanding

Between

The Regional Municipality of Durham (Lakeview Manor, Fairview Lodge, Hillsdale Estates and Hillsdale Terraces)

(hereinafter referred to as the "Employer")

And

Ontario Nurses' Association

(hereinafter referred to as the "Union")

Re: Minimum Staffing

1. Following discussions on staffing levels at collective bargaining, the Employer commits to maintain a master schedule, subject to paragraphs 2 and 3 below, with a staffing complement of the following RN hours per week at each of the Homes:
 - a) Hillsdale Estate – 615 hours
 - b) Hillsdale Terrace – 525 hours
 - c) Lakeview Manor – 315 hours
 - d) Fairview Lodge – 525 hours
2. The parties agree the above staffing levels will be maintained provided the following conditions are in place:
 - a) Ministry of Health and Long-Term Care and/or municipal funding is sustained;
 - b) Long Term Care standards/legislation does not change; and/or
 - c) There is no reduction in the number of beds, occupancy levels or CMI as of March 31, 2016. It is understood that any decrease in staffing levels will be proportionate to the reductions in number of beds, occupancy levels and/or CMI.
3. The parties agree that master, posted and ongoing scheduling may fall below the minimum staffing set out in paragraph 1 above as a result of the recruitment process, employee absences, and/or sudden or unexpected events (for example an emergency). It is understood that such fluctuations do not mandate the employer to call overtime and do not mandate employees to accept overtime.
4. The parties agree that this Letter of Understanding will not be renewed in

subsequent rounds of collective bargaining unless the parties expressly agree to do so.

The parties ratified the Collective Agreement on September 27, 2023 and this agreement was signed at Whitby, ON on May 29, 2024

For the Employer

Kelly McDermott

Jennifer Walker

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Letter of Understanding

Between

The Regional Municipality of Durham (Lakeview Manor, Fairview Lodge, Hillsdale Estates and Hillsdale Terraces)

(hereinafter referred to as the “Employer”)

And

Ontario Nurses’ Association

(hereinafter referred to as the “Union”)

Re: Preceptor Premium

A Preceptor Premium of eighty cents (\$0.80) per hour will be paid for all hours that an employee has been assigned preceptor duties for students. An employee must agree to be a student preceptor prior to the employer assigning the student.

For clarity, it is understood that the Preceptor’s role is to use leadership skills and instruction skills to facilitate the student in obtaining valuable learning experience(s) and in providing constructive feedback about the students’ performance.

It is understood that this premium is subject to the continuation of the PREP funding from the Ministry of Long-Term Care and this premium and Letter of Understanding shall expire if/when that funding terminates. The Employer will provide the Union with ninety (90) days notice in advance of the cessation of this premium to discuss preceptorship moving forward.

The parties ratified the Collective Agreement on September 27, 2023 and this agreement was signed at Whitby, ON on May 29, 2024

For the Employer

Kelly McDermott

Jennifer Walker

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Between

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(hereinafter referred to as the “Employer”)

And

Ontario Nurses’ Association

(hereinafter referred to as the “Union”)

Re: Student Mentorship

During student placements, one nurse per Home will be assigned to mentor the student group once per week. During this time, they will be removed from duties on the floor and shall receive a mentorship premium of eighty cents (\$0.80) per hour.

It is understood that this premium is subject to the continuation of the PREP funding from the Ministry of Long-Term Care and this premium and Letter of Understanding shall expire if/when that funding terminates. The Employer will provide the Union with ninety (90) days notice in advance of the cessation of this premium to discuss mentorship moving forward.

The parties ratified the Collective Agreement on September 27, 2023 and this agreement was signed at Whitby, ON on May 29, 2024

For the Employer

Kelly McDermott

Jennifer Walker

Jenna Koyanagi

Melissa D’Souza

Sue Collins

Jennifer Morden

Louise O’Dell

Laura MacDermaid

Jenny Little

Barb Surge

Jeff Gardner

For the Union

Josh Legere

Labour Relations Officer

Elisa Kurosad

Bargaining Unit President

Tania Ninacs-Gomes

Karen McMann

Letter of Understanding

Between

The Regional Municipality of Durham (Lakeview Manor, Fairview Lodge, Hillsdale Estates and Hillsdale Terraces)

(hereinafter referred to as the “Employer”)

And

Ontario Nurses’ Association

(hereinafter referred to as the “Union”)

Re: Payroll Changes

The parties shall meet during the life of the Collective Agreement to discuss moving nurses from the current payroll system to two weeks in arrears.

The parties ratified the Collective Agreement on September 27, 2023 and this agreement was signed at Whitby, ON on May 29, 2024

For the Employer

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