

COLLECTIVE AGREEMENT

Between:

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

And:

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

Expiry Date: December 31, 2017

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THIS AGREEMENT IS ENTERED INTO THIS 25<sup>TH</sup> DAY OF SEPTEMBER, 2017

BETWEEN:

THE REGIONAL MUNICIPALITY OF NIAGARA

(Hereinafter referred to as the "Employer")

And

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as the "Association")

**PREAMBLE**

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

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

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

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

therefore, the Parties hereto agree as follows:

**ARTICLE 1 - RECOGNITION**

- 1.01 (a) The Employer recognizes the Union as the Bargaining Agent for all Registered and Graduate Nurses employed in the Homes for Senior Citizens of The Regional Municipality of Niagara, save and except Nurse Managers and persons above those ranks.
- (b) Nurses who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by Nurses in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to nurses in the bargaining unit.
- (c) The Employer shall not contract out the work of a bargaining unit Nurse if, as a result of such contracting out, any bargaining unit Nurse other than a casual Nurse is laid off, displaced or loses hours of work or pay. Prior to contracting out any available work, the Employer will first offer the work on the basis of seniority to regular part-time Nurses in the bargaining unit. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of

absence.

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

## **ARTICLE 2 - DISCRIMINATION**

- 2.01 There shall be no discrimination on the part of the Employer or the Union by reason of race, creed, colour, marital status, sex, or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment, or by reason of membership in or activities on behalf of the Union.
- For the purposes of this agreement and the benefits contained herein, including insurance coverage, a "common law" relationship is said to exist when an employee has a spousal relationship with another person of the same or opposite sex.
- 2.02 The Association and the Employer agree to abide by the Ontario Human Rights Code. The Parties agree that there shall be no discrimination or harassment practiced against any Nurse, in accordance with the Ontario Human Rights Code, the Ontario Labour Relations Act, the Corporate Harassment in the Workplace Policy or the Corporate Respectful Workplace Conduct Policy as may be amended from time to time. The Parties further agree that it is in their mutual interest to ensure the workplace environment is respectful and free from inappropriate behaviour or other offensive conduct.
- 2.03
- (a) The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction, or coercion exercised or practiced by any of their representatives with respect to any nurse because of the nurse's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the collective agreement.
  - (b) The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on Regional premises or during working hours except with the written permission of the Corporation or as

specifically provided for in this Agreement.

### **ARTICLE 3 - NO STRIKES OR LOCKOUTS**

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

### **ARTICLE 4 - MANAGEMENT RIGHTS**

4.01 The Union recognizes that the management of the Homes and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer. The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall and suspend, discharge or discipline Nurses, provided that a claim of suspension, discharge or discipline without just cause may become the subject of a grievance and will be dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, hours of work, assignments, and methods of performing the work;
- (d) determine the number of personnel required, the services to be performed, and the methods, procedures and equipment to be used in connection therewith;
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the Nurses, provided that no change in such rules and regulations will be made without prior notice to and discussion with the Union.

4.02 The rights and responsibilities of the Corporation as set out in this Article shall be exercised in a manner consistent with the provisions of this Agreement.

### **ARTICLE 5 - REPRESENTATION**

5.01 The Employer will recognize:

- (a) A Negotiating Committee which shall be composed of four (4) Union members, one of whom shall be the Bargaining Unit President or her designate and whose duties shall be to negotiate renewal agreements. Members of the Negotiating Committee shall be compensated at their regular rate for time spent during scheduled working hours negotiating a renewal of this Agreement. A member shall not be required to work either the night shift or evening shift on the date of negotiations and shall have his or her pay remain whole; that is, a member shall not suffer a loss of compensation as a result of time spent as a member of the negotiating committee.

- (b) A Grievance Committee, which shall be, composed of three (3) Union members, one of whom shall be the Bargaining Unit President or her designated representative. Members of the Grievance Committee shall be compensated at their regular rate for time spent investigating and servicing grievances during scheduled working hours and for any face to face meetings with the Employer during their non-working hours.
- (c) Eight (8) Nurse representatives. The Nurse Representatives shall participate in the processing of grievances, and the Nurse Representative involved in the grievance shall be present at Steps two and three.
- (d) An ONA / Management Committee composed of up to eight (8) representatives of each of the Parties with the understanding that no more than four (4) representatives from each Party will attend at any one time. The function of this committee will be to promote and provide effective and meaningful communication of information and ideas on matters of mutual concern.

The Committee shall meet at mutually satisfactory times, but not less than once every three (3) months; agendas will be exchanged 72 hours in advance of the meeting; and the Chair shall alternate. It is agreed that grievances will not be discussed at these meetings. Members of the ONA / Management Committee shall be compensated at their regular rate for time spent during scheduled working hours while attending such meetings. The Employer will pay the Bargaining Unit Committee members his or her regular straight time hourly rate for all time spent attending such meetings with the Employer outside his or her regular working hours.

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

5.02 The Union will provide the Employer with a list of its officers and Committee members. The Employer will be advised of any changes, additions, or deletions to this list.

5.03 It is understood that Union officials have their regular work to perform on behalf of the Employer and will not leave their work without obtaining permission from their immediate Manager, and reporting to such Manager on their return. It is understood that permission to leave regular work will not be unreasonably withheld.

In the interest of continuity of resident care, the Union official will consult with their immediate Manager to determine if a replacement or reassignment of duties is required for the Union official. Such coverage will not be unreasonably denied.

5.04 Union meetings may be held in each Home with the approval of the Director or designate. Requests for such approval shall be submitted in writing.

5.05 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the *Occupational Health and Safety Act* as amended from time to time.

The Employer and the Union shall establish a joint Occupational Health and Safety Committee in accordance with the provisions of the Ontario Occupational Health and

Safety Act. The Committee shall hold meetings as required and all unsafe, hazardous, or dangerous conditions affecting staff and residents, including potential dangers and hazards shall be taken up and dealt with at such meetings. Such committee shall identify and institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to health and safety. Meetings shall take place at times mutually agreeable to both Parties except in case of emergency. Minutes shall be taken of all meetings and copies shall be sent to the Committee members following the meeting. Minutes of the meetings shall be posted in accordance with the *Occupational Health and Safety Act* as amended from time to time.

- 5.06 All time spent by a member of the Occupational Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be time worked for which she shall be paid by the Employer at her regular or premium rate, as may be applicable, and she shall be entitled to such time from her work as is necessary.
- 5.07 The Union shall have the right at any time to have the assistance of a representative or consultant of the Ontario Nurses' Association.
- 5.08 The Employer will discuss government initiatives with the Union (Bargaining Unit President or Designate) that impact on the bargaining unit.

#### **ARTICLE 6 - UNION SECURITY**

- 6.01 The Employer shall provide the Bargaining Unit President and Secretary of the Union with the names of Nurses within one month of the date of their employment. This list will contain information as to classification, date of hiring, home address, and location of Home employed.
- 6.02 The Employer shall deduct monthly from the pay due to each Nurse who is covered by this Agreement a sum equal to the monthly Union dues of each such Nurse. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Union once each month the dues so deducted by electronic funds transfer (EFT), along with an electronic report which will be sorted by employee name, alphabetically, by employee status (full time; part time/casual); will be provided .csv format; and will include the following column of information:
- a. SIN
  - b. Last Name
  - c. First Name
  - d. Middle Name
  - e. Dues Month
  - f. Dues Year
  - g. Amount
  - h. On Leave/Leave Type
  - i. Employee Number
  - j. FT/PT
  - k. Standard Hours
  - l. Status
  - m. Status Date
  - n. Leave Date



Note: The above-noted information shall be provided consistent with the field specifications provided by ONA to the Region on November 7, 2016.

The Region will ensure EFT advice notices and dues lists will be sent to the e-mail account(s) identified by ONA and include the Bargaining Unit Name, Dues Month/Year and Bargaining Unit deposit total. The EFT advice, deposit of funds and lists will be remitted concurrently.

The Employer shall provide each Nurse with a statement of dues deductions for income tax purposes (T-4 supplementary slip).

- 6.03 The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 6.04 An officer of the Union or Nurse Representative shall be given an opportunity to interview each newly hired Nurse within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes for the purpose of acquainting the new employee with the benefits and duties of Union membership and her responsibilities and obligations to the Union.
- 6.05 The Corporation will recognize the signing authority deemed by ONA as having full jurisdiction on any or all documents related to bargaining unit matters.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 It is the mutual desire of the Parties to this Agreement that grievances be dealt with as promptly as possible, therefore, the following procedures shall apply:

It is understood that a Nurse has no grievance until she has first given her immediate manager the opportunity of hearing the complaint. The Nurse will endeavor to provide as comprehensive an explanation at the time of the complaint. A Nurse with the assistance of a Nurse representative, if she so desires, shall discuss a complaint with her immediate manager within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Nurse and failing satisfactory settlement within three (3) days, it shall then be taken up as a grievance within ten (10) days following advice of the immediate manager's decision in the following manner and sequence:

- 7.02 All grievances shall be submitted in writing, or electronically, on an ONA grievance form.

7.03 **Step One**

The Nurse may submit a written or electronic grievance to the Administrator of the Home or designate. The grievance shall be on an ONA Grievance Form and shall identify the nature of the grievance and the remedy sought and shall identify the provisions of the Agreement which are alleged to be violated. The Administrator of the Home or designate will deliver her or his decision in writing within five (5) days following the day on which the grievance was presented to her or him.

7.04 **Step Two**

If the grievance is still not settled, the grievance may, within five (5) days of receipt of the Administrator's or his representative's decision, be submitted to the Director Human Resources Services. A meeting with the Management Committee and the

Grievance Committee will take place within ten (10) days of the submission of the grievance. A decision shall be given, in writing or electronically within ten (10) days after the meeting at which it was discussed. A Labour Relations Officer from the Ontario Nurses' Association may attend this meeting.

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

- (a) Written notice shall be given to the other party formally stating the subject of the grievance and, at the same time, nominating an Arbitrator. Within (10) days after receipt of such notice, the other party shall name an arbitrator. The Arbitrators representing the two Parties shall meet as soon as possible and will attempt to agree upon a Chairperson of the Arbitration Board and failing such agreement within five (5) days after they have first met, either party may within five (5) days request the Minister of Labour for the Province of Ontario to name a Chairperson. No person shall be selected as a Chairperson who has been directly involved in attempts to negotiate or settle the grievance, or one who has any pecuniary interest in the Employer or the Union.
- (b) As soon as possible after the Arbitration Board has been completed by the selection of a Chairperson, it shall meet and hear the evidence and representatives of both parties, and shall render a decision as soon as possible, the intention being that all decisions shall be given within thirty (30) days after the Arbitration has been completed. The decision of the Arbitration Board shall be final and binding on both Parties to the Agreement, and in the event that it is not possible for the Board to reach a majority decision, then the Chairperson's decision, shall be final and binding.
- (c) The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of the Agreement, or to substitute any new provisions thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitration Board shall have power to vary or set aside the decision of the Committee of Management or any penalty imposed upon the grievor.
- (d) Each of the Parties will bear the expense of its representatives and the Arbitrator appointed by it, and the Parties shall share equally the expenses of the Chairperson of the Arbitration Board.
- (e) Nothing in this Article shall prevent the Parties from agreeing to the appointment of a sole arbitrator that is acceptable to both Parties. No person shall be selected as a sole arbitrator who has been directly involved in attempts to negotiate or settle the grievance at grievance mediation, or one who has any pecuniary interest in the Employer or the Association.

7.06 No grievance shall be considered in any step unless it has been carried through all previous steps of the grievance procedure required by this Agreement, unless agreed by both Parties.

7.07 If a grievance is not submitted within the time limits provided at each step of the grievance procedure, it shall be deemed to be abandoned.

7.08 Within ten (10) days of the event upon which the grievance is based, the Employer or the Union may submit a policy grievance in writing to the other alleging the

violation of its rights under this Agreement. Such a grievance shall set out the facts and the Section or Sections of the Agreement claimed to be violated or relied upon and the matter shall be dealt with in accordance with Article 7.04, Step Two of the grievance procedure. A grievance under this Article shall be restricted to matters of policy as between the Employer and the Union and shall not be submitted for the purpose of obtaining any remedy for individual employees.

- 7.09 In this Article the word "days" shall exclude Saturdays, Sundays and paid holidays.
- 7.10 The Parties may agree in writing to waive or extend any of the time limits established in this procedure.
- 7.11 Where a number of Nurses have identical concerns and the Union would be entitled to grieve each separately, a group grievance in writing, or electronically may be presented to the Director Human Resources Services and the Director Seniors Services, or his designate within ten (10) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step Two and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

#### **ARTICLE 8 - DISCIPLINE, SUSPENSION AND DISCHARGE**

- 8.01 Whenever the Employer deems it necessary to discipline, suspend, or discharge an Employee, the Employer shall, within five (5) days thereafter give written particulars of such discipline, suspension or discharge to the employee with a copy to the Union.
- 8.02 (a) Notwithstanding any other provision in this Article, should the Employer discipline, discharge or suspend a Nurse, notification by the Employer to such Nurse shall be made in the presence of the appropriate Nurse representative.
- (b) The Employer agrees that where a nurse is required to attend a meeting with the Employer that may lead to disciplinary action, it will inform the employee of the purpose of the meeting in advance provided that in the opinion of the Corporation that such information does not compromise the matter.
- 8.03 (a) A grievance claiming unjust discipline other than suspension or discharge shall be submitted in writing to the Administrator of the Home within five (5) days of the date of notification of discipline and shall commence at Step Two of the grievance procedure.
- (b) A grievance claiming unjust suspension or discharge shall be submitted in writing to the Director Seniors Services and the Director Human Resources Services or designates within five (5) days of the date of notification of discipline and shall commence at Step Two of the grievance procedure.
- 8.04 Any letter of reprimand, suspension or other sanction will be removed from the record of a Nurse eighteen (18) months following the receipt of such letter, suspension or other sanction, provided that the Nurse's record has been discipline-free for one year.
- 8.05 A Nurse shall have the right to make an appointment upon three (3) business days

notice to the Human Resources to have access to and review her Human Resources file in accordance with the Municipal Freedom of Information and Protection of Privacy Act. Business days shall exclude Saturday, Sunday and paid holidays.

## **ARTICLE 9 - PROBATIONARY PERIOD**

- 9.01 Newly hired Nurses shall be subject to a probationary period of five hundred and twenty-five (525) hours worked. During the probationary period, Nurses shall be entitled to all rights and privileges of this Agreement except with respect to discharge. The employment of such Nurses may be terminated at any time during the probationary period without recourse to the grievance procedures, unless the Association claims discrimination as noted in Article Two as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment. Stated probationary periods may be extended with the written agreement of the Nurse, the Union, and the Employer.

## **ARTICLE 10 - SENIORITY**

- 10.01 Seniority lists shall be made available electronically. The seniority dates of full-time and part-time Nurses will be shown on separate lists.
- 10.02 The seniority date for all Nurses shall be the date of commencement of service with the Employer unless amended under Article 12.
- 10.03 (a) A part-time Nurse will accumulate seniority on the basis of fifteen hundred (1500) hours worked constituting one (1) year of seniority.
- (b) For the purposes of application of seniority, fifteen hundred (1500) hours of part-time seniority shall equal one (1) year of full-time seniority.
- 10.04 Layoff
- (a) No Nurse may be laid off until she has received thirty (30) working days' notice of layoff, or pay for the balance of the notice period.
- (b) In the event of a proposed layoff of a permanent nature, the Employer will, except in circumstances beyond its control,
- (i) provide the Local Union with no less than three (3) months' notice of such layoff, or pay the affected nurse for the balance of the notice period, and
- (ii) meet with the Local Union through the ONA / Management Committee to review any and all matters that relate to the proposed layoff.
- (c) In the event of a layoff, Nurses shall be laid off on the basis of seniority provided that Nurses retained on staff are willing and qualified to perform available work. The Employer will not hire a new Nurse to fill a vacancy if there is a Nurse on layoff who is willing and qualified to perform the normal requirements of the position including hours of work. Where a full-time Nurse

is laid off, she can exercise her seniority only to displace a less senior full-time Nurse by making a decision within three (3) working days following date of letter. Where a part-time Nurse is laid off she can exercise her seniority only to displace a less senior part-time Nurse by making a decision within three (3) working days following date of letter.

(d) Job Posting

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

(e) Distribution of Extra Hours

(i) Nurses, who are not working and deemed laid off, shall receive any extra tours from the Home they were originally laid off from, and shall advise their manager in writing, of their preference of other Home(s) of their choice. The Nurse will be given orientation to the Home(s) of her choice, as required.

(ii) Nurses, who are not working and deemed laid off, shall notify their manager, in writing, within one (1) week of notice of layoff, which additional Home(s) they are willing to work in, along with any restrictions on the shifts or available days. The notification by the Nurse shall remain valid for six (6) months. Following the six-month commitment period, the laid off Nurse shall advise their manager, in writing, of any changes to their original selection of Home(s), as noted in (e) (i) if applicable.

(iii) Extra tours to laid-off full-time and part-time Nurses will be offered in accordance with Article 10.04 (e) (i) and (ii) as follows:

Less Than Five Tours - (Part Time)

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

Five Tours or More – (Full-Time)

Tours of a long-term nature of five tours or more, but not anticipated to exceed sixty (60) calendar days, shall be offered to full-time laid-off Nurses in order of seniority, as per Article 10.04 (c) (i) and (ii). A full-time Nurse shall be offered the number of hours they held prior to being laid off, where the manager determines those hours are

available in the respective Home. Once these tours have been offered to full-time laid-off Nurses, the balance of the tours deemed available by the Manager shall be offered to part-time laid-off Nurses in order of seniority and prior to casual Nurses receiving such hours.

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

#### **ARTICLE 11 - TRANSFERS BETWEEN PART-TIME AND FULL-TIME POSITIONS**

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

#### **ARTICLE 12 - LOSS OF SENIORITY**

- 12.01 (a) Seniority shall be retained and accumulated when a Nurse is absent from work under the following circumstances:
- (i) approved leave of absence with pay;
  - (ii) when in receipt of sick leave allowance, including Long Term Disability;
  - (iii) when in receipt of Workplace Safety & Insurance Board (WSIB);
  - (iv) when on approved leave of absence without pay, not exceeding thirty (30) continuous calendar days;
  - (v) when absent due to Pregnancy and/or Parental Leave;
  - (vi) when absent due to family medical leave or emergency leave as provided for under Employment Standards Act of Ontario.
- (b) Seniority shall be retained but not accumulated when a Nurse is absent from work under the following circumstances:
- (i) when laid off due to reduction in the nursing staff for a period of twenty-four (24) months;
  - (ii) approved leave of absence without pay exceeding thirty (30)

continuous days.

- (c) Seniority shall be lost when a Nurse is absent from work and the Nurse shall be deemed terminated under the following circumstances:
- (i) discharge for just cause;
  - (ii) resignation;
  - (iii) laid off due to a reduction in the nursing staff for more than twenty-four (24) months;
  - (iv) absence in excess of five (5) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible;
  - (v) failure to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Nurse to keep the Employer informed of her current address.

### **ARTICLE 13 - JOB POSTING**

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

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

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

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

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

shall be covered by the provisions of the collective agreement applicable to regular part-time.

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

Short-term vacancies of this bargaining unit over ninety (90) days duration and not exceeding twelve (12) months which the Employer intends to fill shall be posted as a temporary position in accordance with Article 13.01.

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

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

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

- 13.05 The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure provided herein has been complied with and arrangements have been made to permit the Nurse selected to fill the vacancy to be assigned to the job.

- 13.06 When the approval for a transfer has been granted, a date of transfer has been granted, a date of transfer must be set and the Employer shall make every reasonable effort to meet that date of transfer.

- 13.07 If a Nurse posts out of a position within six (6) weeks of working in the position, the vacancy shall not have to be reposted and shall be awarded to the next qualified applicant in the original posting file.

- 13.08 (a) A Nurse selected as a result of a permanent posted vacancy, within the preceding six (6) months need not be considered for a subsequent permanent position competition. However, the above shall not apply to nurses applying for postings within the same home in which they currently work.
- (b) A Nurse selected as a result of a temporary posted vacancy, within the preceding six (6) months need not be considered for a subsequent temporary position competition. A nurse in a temporary position may apply at any time and will be considered for any permanent vacancy.



- 13.09 Where a permanent full-time or part-time vacancy has remained unfilled for period of six (6) months from the date of the initial posting, and the employer still requires the position to be filled, it will be reposted as noted above.
- 13.10 (a) A list of vacancies filled in the preceding month and the names of the successful applicants will be posted, with a copy provided to the Union.
- (b) The Employer will provide the Union with a list of unfilled previously posted vacancies as of January 1 and as of July 1 each calendar year, within 30 days of each respective date.

#### **ARTICLE 14 - LEAVE OF ABSENCE**

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

#### **14.02 BEREAVEMENT LEAVE**

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

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

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

14.03

**PREGNANCY LEAVE**

- (a) Pregnancy leave will be granted in accordance with provisions of the Employment Standards Act, except where amended in this provision.
- (b) The Nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The Nurse shall reconfirm her intention to return to work on the date originally approved in Subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. Upon return from such leave, the Nurse shall be reinstated to her former position, if it still exists, or exercise her seniority rights.
- (d) Nurses newly hired to replace Nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, as a result of a posted vacancy, the Nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period.

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

- (e) The Employer may request a Nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) Effective December 1, 1989, on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a Nurse who is on pregnancy leave as provided under this Agreement, who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four per cent (84%) of her regular weekly earnings, and the sum of her weekly Unemployment Insurance benefits and any other earnings. Bi-weekly payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Employer of the Nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the Nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

14.04

**PARENTAL LEAVE**

- (a) A Nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A Nurse who has taken a pregnancy leave under Article 14.03 is eligible to be granted a parental leave of up to thirty five (35) weeks duration, in accordance with the Employment Standards Act. A Nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to six (6) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the Nurse shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the Nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The Nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace Nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, as a result of a posted vacancy, the Nurse shall be credited with seniority from the date of hire, subject to successfully completing her probationary period.

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

- (e) Effective March 31, 1993, on confirmation by the Employment Insurance Commission of the appropriateness of the Supplemental Unemployment Benefit (SUB) Plan, a Nurse who is on parental leave as provided under this Agreement, who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four per cent (84%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Bi-weekly payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Employer of the Nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits, and shall continue while the Nurse is in receipt of such benefits for a maximum period of twelve (12) weeks. The Nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The Nurse does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred

remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

14.05 (a) **UNION LEAVE**

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

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

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

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

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

A nurse who is elected as a Local Coordinator of the Ontario Nurses' Association will be granted leave of absence without pay up to a total of fifty (50) days annually.

There shall be no loss of seniority for the purpose of salary advancement and vacation entitlement or other purposes during such leave of absence. During such leave of absence, the Nurse's salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer in the amount of the full costs of such salary and applicable benefits.

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

(c) **PRESIDENT'S LEAVE**

Upon application, in writing, by the Association on behalf of the Nurse to the Employer, a leave of absence shall be granted to such Nurse elected to the office of President of the Ontario Nurses' Association for a period of two (2) years. Such nurse may reapply for subsequent two (2) year terms and such application shall not be unreasonably denied. The Nurse shall continue to accrue seniority and service during her absence. During such leave of absence, the Nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of the full costs of such salary and applicable benefits. The Nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of such return.

**(d) BOARD LEAVE**

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

There shall be no loss of seniority for the purpose of salary advancement and vacation entitlement or other purposes during such leave of absence. During such leave of absence, the Nurse's salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer in the amount of the full costs of such salary and applicable benefits.

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

**14.06 ELECTIONS**

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

**14.07 EXAMS FOR COURSE OF STUDY**

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

14.08 Leave of absence without pay and without loss of accumulated seniority may be granted for the purpose of attending postgraduate courses which, in the opinion of the Administrator of the Home, are related to Geriatric Nursing.

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

**14.10 QUALIFICATIONS AND EXAMS - COLLEGE OF NURSES**

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

(b) The Employer will make reasonable effort to accommodate paid time off by

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

#### 14.11 **PROFESSIONAL AND EDUCATION LEAVES**

- (a) Leave of absence with pay or without pay may be granted to Nurses to attend professional and educational meetings, courses or other events which, in the judgment of the Employer, will be beneficial to the Nurses' professional development.
- (b) Notwithstanding any other clause contained herein, when a Nurse is required in writing by the Employer to attend meetings, in-service, and other work-related functions outside of her regularly scheduled working hours, she shall be paid for all such time in attendance (not including travel time) at her regular straight time hourly rate of pay to a maximum of 7.5 hours; or at the Nurse's option, shall receive equivalent time off.

#### 14.12 **JURY & WITNESS DUTY**

If a full-time or part-time Nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Nurse's duties at the Home, the Nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the Nurse:

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

#### 14.13 **FAMILY MEDICAL LEAVE**

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

#### 14.14 **CNO/RNAO LEAVES**

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

Ontario to attend regularly scheduled meeting of the board or its provincial committees. Such request shall not be unreasonably denied.

## **ARTICLE 15 - PAID HOLIDAYS**

- 15.01 (a) The following days shall be recognized as paid holidays:
- |                |               |                  |
|----------------|---------------|------------------|
| New Year's Day | Victoria Day  | Thanksgiving Day |
| Family Day     | Canada Day    | Remembrance Day  |
| Good Friday    | Civic Holiday | Christmas Day    |
| Easter Monday  | Labour Day    | Boxing Day       |
- and one floater, scheduled at mutually agreed upon times.
- (b) All requests for paid holiday time off must be provided with a response in a timely manner.
- (c) The following is understood concerning the floater day noted above for regular part-time nurses:
- (i) Casual part-time nurses are not entitled to the floater day.
- (ii) Regular part-time nurses will be entitled to take a floater day as follows:
- it must be in place of a regularly scheduled work day;
  - The date must be mutually agreed upon in advance between the Nurse and his or her supervisor. Such agreement shall not be unreasonably withheld.
- (iii) Pay for part-time nurses for the paid holidays enumerated above that are not worked by the nurse is based on the current ESA calculation (i.e. income earned in the last 28 days divided by 20) but the pay for the above-noted floater day will be four (4) hours' pay. If they do not take the floater day, they do not get this four (4) hours' pay.
- (iv) In any given calendar year, a regular part-time Nurse's entitlement to a floater day will be determined by whether the Nurse is a regular part-time Nurse on January 1 of that year (If they are, they have a floater day entitlement, if they are not, they do not).
- 15.02 (a) A full-time Nurse who works on a paid holiday shall receive time and one-half (1.5) for all hours worked and shall receive equivalent paid time off in lieu of the holiday. Such time off shall be scheduled by the Employer at a mutually agreeable time within thirty (30) days prior to or succeeding the paid holiday.
- As of the last pay period in November, equivalent cash payment shall be made for accumulated time in the Nurse's bank with the exception of five (5) days which shall be carried over into the following year.
- (b) A part-time Nurse who works on a paid holiday as defined under Article 15.01 shall receive double time and one-half (2.5) for all hours worked.

- (c) A full-time Nurse who is not scheduled to work on a paid holiday shall receive normal salary for that day, or equivalent paid time off in lieu of the holiday. Such time off shall be scheduled by the employer at a mutually agreed-upon time within thirty (30) days prior to or succeeding the paid holiday.
- (d) When a holiday falls during a scheduled vacation period, an additional day off with pay will be added to the vacation period.
- (e) Where a Nurse is required to work on a paid holiday and she is required to work additional hours following her full tour on that day, the Nurse shall receive two (2) times her regular salary for such additional hours worked (but no further premium payment for such additional hours).

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

## **ARTICLE 16 - VACATIONS**

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

<b>Term of Service</b>	<b>Vacation</b>
Less than one (1) year	1.25 days per month (maximum 15)
One (1) year but less than three (3)	Three (3) weeks
Three (3) years but less than twelve (12)	Four (4) weeks
Twelve (12) years but less than twenty-two (22)	Five (5) weeks
Twenty two (22) years or more	Six (6) weeks

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

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

<b>Years of Credited Service As of May 31 of Current Year</b>	<b>Vacation</b>	<b>Vacation Pay</b>
Less than one (1) year	1.25 days for each month worked (maximum 15)	6%
One (1) year but less than three (3)	Three (3) weeks	6%
Three (3) years but less than twelve (12)	Four (4) weeks	8%
Twelve (12) years but less than twenty-two (22)	Five (5) weeks	10%



Twenty-two (22) years or more	Six (6) weeks	12%
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Two Hundred (200) shifts worked shall constitute one year's service.

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

- 16.03 Nurses who have been absent without pay for more than thirty (30) consecutive calendar days for any reason shall receive a pro-rata reduction in their vacation entitlement.
- 16.04 (a) For the vacation period from December 1<sup>st</sup> to May 31<sup>st</sup>, each home shall post a list by October 1<sup>st</sup> and the Nurse shall indicate by October 15<sup>th</sup> the vacation period she wishes.
- The Director of Resident Care shall post this list of vacation periods by November 1<sup>st</sup>.
- The Director of Resident Care shall then set the vacation periods, taking into account the wishes of the Nurses on the basis of seniority, insofar as the Director of Resident Care considers consistent with the efficient functioning of the department.
- (b) For the vacation period June 1<sup>st</sup> to November 30<sup>th</sup>, each home shall post a list by February 1<sup>st</sup> and the Nurse shall indicate by February 15<sup>th</sup> the vacation period she wishes.
- The Director of Resident Care shall post this list of vacation periods by March 15<sup>th</sup>.
- The Director of Resident Care shall then set the vacation periods, taking into account the wishes of the Nurses on the basis of seniority, insofar as the Director of Resident Care considers consistent with the efficient functioning of the department.
- For those homes where self-scheduling is the current practice self schedulers shall comply with the dates as above.
- 16.05 Vacation pay shall be computed so that a Nurse will receive the amount of money normally earned on a regular work schedule.
- 16.06 When a Nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form part of such Nurse's termination cheque.
- 16.07 For part-time and casual Nurses, vacation shall be paid with each pay.
- 16.08 Vacation entitlement for full-time nurses not taken or not scheduled at the request of the nurse as of January 1<sup>st</sup> of each year shall be assigned by the Corporation, except for five (5) days which shall be carried over into the following year.
- 16.09 From June 15<sup>th</sup> to September 15<sup>th</sup> no more than three (3) weeks will be granted to any one (1) individual nurse, it being understood that any combination of days within a week is equivalent to one (1) week. The Employer may grant more than three (3) weeks to the individual nurse in extenuating circumstances or where

vacation quota has not been met.

## **ARTICLE 17 - INTEGRATED HEALTH AND DISABILITY INCOME INSURANCE PLAN**

17.01 Effective upon ratification of this collective agreement by the principals, or no later than December 31, 1996, any and all prior articles or by-laws, pertaining to an accumulative sick leave credit plan and lump sum payment or gratuity, are null and void, it being understood that the sick leave disability income protection and outstanding lump sum gratuity credit shall be administered as noted in this article.

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

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

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

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

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

- i) Sick Leave Credit Utilization - Frozen sick leave credits may be used by the Nurse to replace or supplement income during illness on the basis that one (1) hours will be charged to sick leave bank for every hour used by the Nurse, to the nearest quarter hour.
- ii) Gratuity Payout - Any Nurse leaving the service of the Employer after December 31, 1996 will receive fifty (50) per cent of the value of the balance of frozen sick leave credits remaining at the time of termination to

a maximum payment of six (6) months' salary, payable at the Nurse's regular base rate on December 31, 1996, provided such Nurse has more than five (5) years of service with the Employer as of December 31, 1996.

- 17.05 The Corporation agrees that should any changes be necessary to the Treatment Memorandum form, these changes will not be made without prior consultation with and input from the Union.
- 17.06 (a) A Nurse must notify her immediate Manager or designate on duty at least one (1) hour prior to the commencement of her tour if on the day tour and at least three (3) hours if on the afternoon or night tours unless impossible. Unless a future return date or contact date has been established, it is the responsibility of the Nurse to notify her Manager or designate in accordance with the above before each and every missed shift unless the severity of the Nurse's illness or injury prevents the Nurse from making such call.
- (b) A Nurse returning from sick leave of more than one (1) month shall notify the Employer forty-eight (48) hours in advance of her intention to return.
- 17.07 If a Nurse has scheduled vacation and that vacation is interrupted or does not commence because of sick leave requiring hospitalization, bereavement leave (as per Article 14.02), or any other approved leave, there shall be no deductions from vacation credits for part of vacation hospitalized.
- By mutual agreement the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date.
- 17.08 The Employer may require a nurse to produce a Treatment Memorandum Form completed by a qualified medical practitioner for any illness, certifying that such nurse is unable to carry out her/his duties due to illness or injury. Should there be a cost to the nurse for the completion of the Treatment Memorandum Form such cost shall be reimbursed by the Employer should the receipt be provided within ten (10) working days of the employer receiving the Treatment Memorandum Form.

## **ARTICLE 18 - EMPLOYEE BENEFITS**

- 18.01 The Employer agrees, during the term of the collective agreement, to contribute towards the premium coverage of participating eligible Nurses in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements, subject to coordination of benefit payments where an Nurse or spouse has coverage under more than one plan:
- A. Ontario Health Insurance Plan
- The Employer will pay 100% of the premiums for plan A on behalf of eligible full-time Nurses.
- B. Semi-Private Hospital Care Benefits
- The Employer agrees to contribute 100% of the billed premiums toward coverage of eligible Nurses in the active employ of the Employer under the Greenshield Extended Health Care Plan for Semi Private Hospital Care.

C. Extended Health Care

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

Greenshield Extended Health Care Formulary 3 mandatory generic plan (or equivalent) with an annual employee deductible adjusted every January 1, and representing 90 percent of the average total prescription fee paid by the Employer for one prescription drug claim of the bargaining unit for the previous 12-month period, with a cap of \$30 single/\$60 family. Prescription dispensing fee capped at \$7 per prescription. In addition to the standard benefits, coverage will include hearing aids, \$600 per year; and vision care (maximum \$400 every 24 consecutive months for adults/\$200 per year for children as defined by the carrier and the vision care benefit may be applied to laser surgery).

Extended Health Care Benefits include chiropractic, massage therapy and physiotherapy (maximum of \$500/insured person annually for all three services combined).

In addition the above vision care shall include one eye exam (with a maximum of \$100 per insured person every 24 months).

Reimbursement provided through provider-paid plan and/or mail order reimbursement for prescription drugs.

D. Dental

The Employer agrees to contribute 80% of the billed premiums toward coverage of eligible Nurses in the active employ of the Employer under the Greenshield Dental Code 9 Plan, with the balance of monthly premiums paid by the Nurses through payroll deductions.

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

The above plan will provide additional coverage to a lifetime maximum of \$2,500 50/50 co-insured as follows:

- Capping and crowns
- Complete orthodontia services

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

E. For purposes of health and welfare benefits under Article 18.01, dependent coverage is available to the employee, to cover her or his

same sex partner and their dependents, in accordance with the terms and conditions of the plans.

For those employees transferring from part-time to full-time, there will be no waiting period for benefits, except as provided by the plan.

F. Benefits Age 65 and older

For purposes of health and welfare benefits under Article 18.01, they will be extended to active full-time employees working beyond the age of sixty-five (65), on the same cost share basis as applies to those employees under the age of sixty-five (65), in accordance with the terms and conditions of the plans.

18.02 Full-time Nurses shall participate in a group plan of life and accidental death and dismemberment insurance with the Employer paying 100% of the required premium. Coverage for life insurance shall be equal to one and one-half (1.5) times the annual basic salary or wages to the closest \$500.00 up to age 70.

Full-time Nurses age 70 or greater are subject to life insurance volume reductions or increases as may be required by the insurance carrier.

Coverage for A.D. & D. shall be equal to two (2) times the annual basic salary or wages to the closest \$500.00 up to age 70. Full-time Nurses age 70 or greater are subject to AD&D insurance volume reduction or increases as may be required by the insurance carrier.

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

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

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

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

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

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

18.07 (a) The Employer agrees to administer a 100% employee premium paid Long Term Disability Plan as described in Schedule "B", it being understood that the Union will be notified of resultant premium changes from the annual review process and provided an opportunity to bring forth questions and concerns concerning the LTD plan to Total Rewards. Employee premium payments will be paid through payroll deduction or in accordance with Article

18.09 where applicable.

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

## **ARTICLE 19 - HOURS OF WORK**

- 19.01 (a) It is understood and agreed that the Home is a twenty-four (24) hours, seven (7) days per week continuous operation and that services must be maintained on a rotating basis. It is agreed that Nursing staff may be required to work three (3) shifts on a rotating basis. A Nurse requesting specific tours on a permanent basis shall be granted such request when possible.
- (b) The regular work day shall consist of seven and one-half (7.5) hours of work

exclusive of meal period. Unpaid meal time of thirty (30) minutes shall be scheduled during a Nurse's tour. Should a Nurse be recalled to duty during mealtime, then the balance of the unused meal period will be taken later in the tour. If a nurse is unable to reschedule the balance of the unused meal period, upon approval from the Manager, the Nurse shall be paid time and one-half (1 ½) her regular straight time hourly rate for the balance of time. It is further understood that any work schedule that constitutes a regular work day to be greater than seven and one-half (7.5) as prescribed under Article 19.06 shall not be considered a violation of this Article.

- (c) Two (2) consecutive days off will normally be scheduled during each work week, however, schedules may provide for as many as seven (7) consecutive days of work as long as four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split.
- (d)
  - (i) It is understood that a weekend consists of 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.
  - (ii) Full time nurses shall normally be entitled to alternate weekends off, save and except where: 1) such weekend has been worked by a nurse to satisfy specific days off requested by the nurse or 2) such weekend is worked as a result of an exchange of tours with another nurse.
- (e) When a part-time or casual Nurse accepts a tour, the nurse shall work the tour unless extenuating circumstances prevent the Nurse from doing so. It is understood that a Nurse accepts a tour when she has personally accepted the tour, self-scheduled a tour, or is scheduled a tour. It is understood that once the Nurse has accepted a tour, she is accountable for fulfilling her commitment to the accepted tour.
- (f) Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for change in posted time schedules must be submitted in writing and co-signed by the Nurse willing to exchange days off or tour of duty. In any event it is understood that such change in tour of duty, initiated by the Nurse and approved by the Employer, shall not result in overtime compensation or payment.

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

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

All regular part-time Nurses will be scheduled up to their committed hours by

seniority before any casual part-time Nurses are utilized.

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

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

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

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

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

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

- (b) Where a nurse is called in to work a regular tour with less than two (2) hours prior to the commencement of the tour, and arrives within forty-five (45) minutes of the commencement of the tour, then that nurse will be paid for a full tour providing that nurse works until the normal completion of the tour.
- (c) Where a nurse works for a full or partial replacement tour on the Night Tour immediately preceding their scheduled tour, all hours worked preceding the scheduled tour shall be paid at the rate of time and one half of his/her regular straight time hourly rate of pay.
- (d) By mutual agreement of the parties only, tours greater than seven and one half (7.5) hours per day may be developed in order to improve quality of working life, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. The Parties agree that such innovative schedules may be determined by each Home and the Union subject to the following principles:
  - (i) These schedules shall pertain to full-time and part-time nurses;
  - (ii) The introduction of such schedules and trial periods, if any, shall be determined by the Parties through a Letter of Understanding. Such schedules may be discontinued by either Party with notice as determined in the Letter of Understanding.
  - (iii) Upon written agreement of the Corporation and the Union, the Parties may agree to amend the collective agreement provisions to accommodate any innovative home schedules.



- 19.07 During each day tour, there shall be provided two rest periods of fifteen (15) minutes each.
- During each afternoon or night tour, there shall be provided one rest period of thirty (30) minutes.
- 19.08 Regular scheduling may be waived between December 15<sup>th</sup> and January 15<sup>th</sup> by mutual agreement to facilitate the granting of Christmas time off.
- Requests for time off during this period should be submitted by October 15<sup>th</sup> and the schedule shall be posted by November 15<sup>th</sup>.
- The Employer will not unreasonably refuse to implement a Christmas/New Year holiday schedule presented by the Union that complies with the provisions of the collective agreement and does not increase the Employer's costs (eg. Through overtime).
- 19.09 Nurses shall be paid at the rate of one and one-half (1.5) times their normal basic wage rate for all time worked in excess of seven and one-half (7.5) hours per day or seventy-five (75) hours in any two week period. In lieu of such payment, a Nurse may choose to receive time off at the overtime rate. Such time off shall be taken at a mutually agreeable time. As of the last pay period in November, equivalent cash payment shall be made for accumulated time in the Nurse's bank with the exception of five (5) days which shall be carried over into the following year unless the Nurse requests it to be paid out. Lieu days carried over must be taken by May 31<sup>st</sup> of the following year or shall be paid out on the following pay period.
- 19.10 When a full-time Nurse works on her day(s) off, such Nurse will be compensated at the rate of time and one-half (1.5) her regular straight time hourly rate.
- 19.11 Nurses required to work more than two (2) hours overtime shall be provided with a hot meal or six dollars (\$6.00) if the Employer is unable to provide the hot meal.
- 19.12 The Employer will not assign work contrary to the applicable hours of work provisions of the Employment Standards Act.
- 19.13 The increase or reduction in the duration of a shift as a result of changes in Day Light Saving and Standard Time will result in the Nurse being paid their straight time rate for all hours worked on such shift (i.e. 6.5 hours or 8.5 hours).
- 19.14 It is understood that any change in tour of duty, initiated by the Nurse and approved by the Employer, or self-scheduling, shall not result in overtime compensation or other additional cost to the Employer.
- 19.15 After all other attempts to fill vacant shifts have been exhausted; including offering shifts to other nurses in other Homes, distribution of overtime shall be as follows:
- (a) Full-time nurses in the Home for which overtime is required shall be offered the shift in order of seniority first, then;
  - (b) Part-time nurses in the Home for which overtime is required shall be offered in order of seniority.

It is understood that the above applies to filling a shift that is known in advance (i.e.

6 hours or greater).

## **ARTICLE 20 - SALARIES AND ALLOWANCES**

20.01 The Employer shall pay salaries and wages by direct deposit bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement.

20.02 All monetary increases shall be paid out in accordance with the Pay Equity Memorandum Agreement between the Parties dated November 15, 2002, based on the pay equity plan of November 3, 1995 (escalator 106.22%).

Summary:

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

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

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

## **ARTICLE 21 - GENERAL**

21.01 Where possible the Employer will continue to provide lounge facilities and change rooms.

21.02 The Employer will provide a bulletin board in each Home for the posting of Union notices. All such notices shall be submitted by the Union to the Director, Senior Services or his designate before posting.

21.03 A copy of this Agreement will be issued by the Employer to each Nurse now employed and each Nurse employed in the future.

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

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

21.04 (a) All newly employed Nurses shall not be assigned responsibilities in a Home until they have received an orientation period of a minimum of four (4) tours on which she will be scheduled to work. Payment for such orientation will be at the nurse's applicable straight-time hourly rate.

- (b) When a nurse is on duty and authorized to attend any mandatory in-service program within any of the Homes and during her or his regularly scheduled working hours the nurse shall suffer no loss of regular pay. When a nurse is required by the Employer to attend mandatory courses, in-services, or training outside of her or his regularly scheduled working hours, the nurse shall be paid for all time spent in attendance on such courses at her or his regular straight time hourly rate of pay. The Employer will endeavor to provide as much notice as possible, but not less than seven (7) days in advance of any such event, unless an emergency arises.

21.05 A copy of any completed performance appraisal which is to be placed in a Nurse's file shall be first reviewed with the Nurse. The Nurse shall sign such performance appraisal as having been read and shall have the opportunity to add her views to such performance appraisal prior to it being placed in her file. A copy of the performance appraisal will be provided to the Nurse at her request.

21.06 Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context so requires.

21.07 It is agreed that the first day of retirement shall be the first day of the month following the month an employee retires and resigns their employment.

In order to avoid unnecessary delays in processing retirement requests, a Nurse is encouraged to provide a minimum of six (6) months notice of intent to retire in writing to Human Resources.

21.08 The Employer agrees to pay up to a maximum of one thousand, two hundred dollars (\$1,200.00) per year, including tuition and required text, toward the cost of any academic or technical course of study approved by the Employer for full time and part time nurses. A casual nurse shall only be eligible for the above noted tuition if such nurse has worked a minimum of three hundred and ninety (390) hours during the previous calendar year. Application for approval shall be made by the Nurse as required by the Employer, which shall have the exclusive right to determine whether or not such course is appropriate for the Nurse involved. A response from the Employer to the Nurse shall be within one (1) month of the date of application. If the course is not deemed appropriate, the reason shall be given in writing to the Nurse. The Employer shall also be made and shall advise the Union immediately of any change of policy.

21.09 The Corporation acknowledges and understands and will comply with its duty to accommodate under the Ontario Human Rights Code.

21.10 Upon written request, the Employer will provide to the Nurse upon termination of employment a letter detailing her or his employment dates and length of services.

21.11 Nurses, at their request, will be provided with a copy of their employee health file at no cost to the Nurse in accordance with applicable legislation.

21.12 Each nurse shall be responsible to advise her Director of Resident Care or designate and Human Resources of her current mailing address and telephone number and advise of any such changes within seven (7) days of the effective date of the change.

Each enrolled nurse shall be responsible to advise the Human Resources of all dependents or beneficiaries for purposes of benefit eligibility and advise of any such

change within seven (7) days of the effective date of the change.

- 21.13 A period of not less than fourteen (14) consecutive days notice is required by the Corporation for a Nurse who resigns from her position.
- 21.14 The Employer will notify the nurse in person when it reports him or her to the College of Nurses of Ontario.

## **ARTICLE 22 - PROFESSIONAL RESPONSIBILITY**

- 22.01 In the event that the Employer assigns a number of residents or a workload to an individual Nurse or group of Nurses such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper resident care, she or they shall:
- (a) (i) complain in writing or electronically to the Director of Resident Care within five (5) calendar days of the alleged improper assignment. If the issue is still unresolved, it may then be submitted in writing to the ONA / Management Committee within ten (10) calendar days. The Chairperson of the ONA / Management Committee shall convene a meeting of the ONA / Management Committee within ten (10) calendar days of the filing of the issue. The Committee shall hear and attempt to resolve the issue to the satisfaction of both Parties.
  - (ii) failing resolution of the issue within five (5) calendar days of the meeting of the ONA / Management Committee, the issue shall be forwarded to an independent Assessment Committee composed of three (3) Registered Nurses; one chosen by the Union, one chosen by the Employer and one chosen by the other two from a panel of four independent registered Nurses who are well respected within the profession. The member of the Committee chosen from the panel shall act as Chairperson.
  - (iii) the Assessment Committee shall set a date to conduct a hearing into the issue within fourteen (14) calendar days of its appointment and shall be empowered to properly assess the merits of the issue. The Assessment Committee shall report its findings in writing to the Parties within thirty (30) calendar days following completion of its hearing.
  - (b) (i) the List of Chairpersons – Assessment Committee is attached to and forms part of this Agreement.
  - (ii) each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

## **ARTICLE 23 - DURATION OF AGREEMENT**

- 23.01 This agreement shall be binding and remain in effect for a period of twenty-four

(24) months from January 1, 2016 to December 31, 2017 and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.

23.02

Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both Parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

**ONA Local 9 - Homes  
01-Jan-16  
Negotiated**

Regular Full-Time		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	25 Yrs
Registered Nurse	H20	\$31.4481	\$31.9175	\$33.3726	\$35.0390	\$36.7873	\$38.6295	\$40.5657	\$42.5841	\$44.7197	\$45.4590
Nurse Practitioner	H21	\$48.5318	\$49.2501	\$49.9791	\$50.7189	\$51.5138	\$52.2312	\$53.0042	\$53.7887	\$54.5849	\$55.4857

Part-time & Casual Employees

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

- a) 6.00% of the hourly rate upon hire
- b) 8.00% of the hourly rate at 3 years
- c) 10.00% of the hourly rate at 12 years
- d) 12.00% of the hourly rate at 22 years

2) In lieu of Employee Benefits - additional of either 7.50% - OMERS Enrolled or 12.50% - No OMERS of the current hourly rate in lieu of employee benefits.  
These hourly rate adjustments for both the vacation % entitlement and the % in lieu of benefits will be reflected by two separate lines on the individual pay receipt:

Examples:

a-1)	RN Step 9	\$44.7197	a-2)	RN Step 9	\$44.7197
Vacation	6.00%	\$2.6832	Vacation	6.00%	\$2.6832
Benefits OMERS Enroled	7.50%	\$3.3540	Benefits - No OMERS	12.50%	\$5.5900
		<u>\$50.7569</u>			<u>\$52.9929</u>
b-1)	RN Step 9	\$44.7197	b-2)	RN Step 9	\$44.7197
Vacation	8.00%	\$3.5776	Vacation	8.00%	\$3.5776
Benefits OMERS Enroled	7.50%	\$3.3540	Benefits - No OMERS	12.50%	\$5.5900
		<u>\$51.6513</u>			<u>\$53.8873</u>
c-1)	RN Step 9	\$44.7197	c-2)	RN Step 9	\$44.7197
Vacation	10.00%	\$4.4720	Vacation	10.00%	\$4.4720
Benefits OMERS Enroled	7.50%	\$3.3540	Benefits - No OMERS	12.50%	\$5.5900
		<u>\$52.5457</u>			<u>\$54.7817</u>
d-1)	RN Step 9	\$44.7197	d-2)	RN Step 9	\$44.7197
Vacation	12.00%	\$5.3664	Vacation	12.00%	\$5.3664
Benefits OMERS Enroled	7.50%	\$3.3540	Benefits - No OMERS	12.50%	\$5.5900
		<u>\$53.4401</u>			<u>\$55.6761</u>

**ONA Local 9 - Homes  
01-Jan-17  
Negotiated**

Regular Full-Time		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	25 Yrs
Registered Nurse	H20	\$31.8884	\$32.3643	\$33.8398	\$35.5295	\$37.3023	\$39.1703	\$41.1336	\$43.1802	\$45.3458	\$46.0954
Nurse Practitioner	H21	\$49.2113	\$49.9396	\$50.6788	\$51.4289	\$52.2350	\$52.9624	\$53.7463	\$54.5417	\$55.3491	\$56.2625

Part-time & Casual Employees

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

- a) 6.00% of the hourly rate upon hire
- b) 8.00% of the hourly rate at 3 years
- c) 10.00% of the hourly at 12 years
- d) 12.00% of the hourly rate at 22 years

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

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

Examples:

a-1)	RN Step 9	\$45.3458	a-2)	RN Step 9	\$45.3458
Vacation	6.00%	\$2.7207	Vacation	6.00%	\$2.7207
Benefits OMERS Enroled	7.50%	\$3.4009	Benefits - No OMERS	12.50%	\$5.6682
		<u>\$51.4674</u>			<u>\$53.7347</u>
b-1)	RN Step 9	\$45.3458	b-2)	RN Step 9	\$45.3458
Vacation	8.00%	\$3.6277	Vacation	8.00%	\$3.6277
Benefits OMERS Enroled	7.50%	\$3.4009	Benefits - No OMERS	12.50%	\$5.6682
		<u>\$52.3744</u>			<u>\$54.6417</u>
c-1)	RN Step 9	\$45.3458	c-2)	RN Step 9	\$45.3458
Vacation	10.00%	\$4.5346	Vacation	10.00%	\$4.5346
Benefits OMERS Enroled	7.50%	\$3.4009	Benefits - No OMERS	12.50%	\$5.6682
		<u>\$53.2813</u>			<u>\$55.5486</u>
d-1)	RN Step 9	\$45.3458	d-2)	RN Step 9	\$45.3458
Vacation	12.00%	\$5.4415	Vacation	12.00%	\$5.4415
Benefits OMERS Enroled	7.50%	\$3.4009	Benefits - No OMERS	12.50%	\$5.6682
		<u>\$54.1882</u>			<u>\$56.4555</u>

**ONA Local 9 - Homes  
01-Oct-17  
Negotiated**

Regular Full-Time		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	25 Yrs
Registered Nurse	H20	\$32.2084	\$32.3643	\$33.8398	\$35.5295	\$37.3023	\$39.1703	\$41.1336	\$43.1802	\$45.3458	\$46.0954
Nurse Practitioner	H21	\$49.5313	\$49.9396	\$50.6788	\$51.4289	\$52.2350	\$52.9624	\$53.7463	\$54.5417	\$55.3491	\$56.2625

Part-time & Casual Employees

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

- a) 6.00% of the hourly rate upon hire
- b) 8.00% of the hourly rate at 3 years
- c) 10.00% of the hourly at 12 years
- d) 12.00% of the hourly rate at 22 years

2) In lieu of Employee Benefits - additional of either 9% - OMERS Enrolled or 13% - No OMERS of the current hourly rate in lieu of employee benefits.

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

Examples:

a-1)	RN Step 9	\$45.3458	a-2)	RN Step 9	\$45.3458
Vacation	6.00%	\$2.7207	Vacation	6.00%	\$2.7207
Benefits OMERS Enroled	9.00%	\$4.0811	Benefits - No OMERS	13.00%	\$5.8950
		<u>\$52.1476</u>			<u>\$53.9615</u>
b-1)	RN Step 9	\$45.3458	b-2)	RN Step 9	\$45.3458
Vacation	8.00%	\$3.6277	Vacation	8.00%	\$3.6277
Benefits OMERS Enroled	9.00%	\$4.0811	Benefits - No OMERS	13.00%	\$5.8950
		<u>\$53.0546</u>			<u>\$54.8685</u>
c-1)	RN Step 9	\$45.3458	c-2)	RN Step 9	\$45.3458
Vacation	10.00%	\$4.5346	Vacation	10.00%	\$4.5346
Benefits OMERS Enroled	9.00%	\$4.0811	Benefits - No OMERS	13.00%	\$5.8950
		<u>\$53.9615</u>			<u>\$55.7754</u>
d-1)	RN Step 9	\$45.3458	d-2)	RN Step 9	\$45.3458
Vacation	12.00%	\$5.4415	Vacation	12.00%	\$5.4415
Benefits OMERS Enroled	9.00%	\$4.0811	Benefits - No OMERS	13.00%	\$5.8950
		<u>\$54.8684</u>			<u>\$56.6823</u>



IN WITNESS whereof, the parties hereto have caused this Agreement to be executed in the City of Thorold, in the Province of Ontario this 29<sup>th</sup> day of January, 2018.

SIGNED, SEALED AND DELIVERED  
In the Presence of

FOR THE UNION

)THE REGIONAL MUNICIPALITY OF  
)NIAGARA

Robert McGregor, LRO

)  
) Alan Caslin

John Adamson, BUP

)  
) (Alan Caslin, Regional Chair)

Sheldon McNeil

)  
) Ralph Walton

Ming Ho

)  
) (Ralph Walton, Regional Clerk)

Carol Pellitier

)  
) Approved for Execution

Donna Gibbs

\_\_\_\_\_

\_\_\_\_\_  
The Regional Municipality of Niagara  
Legal Services

\_\_\_\_\_

## SCHEDULE "A"

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

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

$$\frac{\text{Applicable Monthly Rate of the Full-Time Classification} \times 12}{260} + 13\%$$

Effective October 1, 2017, in lieu of benefits for part time and casual Nurses, an additional 13% or 9%, whichever is applicable, of the Nurses current full time hourly rate shall be paid in lieu benefits and shall be reflected as a separate amount on the Nurse's pay advice.

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

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

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

In the event any part-time Nurse participates in the Ontario Municipal Employees Retirement System Pension Plan (OMERS), that Nurse's daily rate of pay in lieu of fringe benefits shall reduce from 13% to 9% effective October 1, 2017.

1. Increments shall be effective on the Nurse's anniversary date subject to the provisions of Article 14.08.
2. Experience  
Starting salaries of nurses hired after the signing of this Agreement shall include recognition of related experience in full-time and part-time nursing service to the applicable level on the salary schedule at the rate of one (1) increment for each continuous year of long term care, or other recent related nursing service at the time of hire, provided that:
  - (a) such service is documented to the satisfaction of the Employer, and;
  - (b) a period of not more than two (2) years has elapsed since the nurse has occupied a nursing position. If more than two (2) years has elapsed, the number of increments to be paid, if any, shall be at the discretion of the Employer;
  - (c) the formula for determining equivalent full-time service shall be 200 tours (1500 hours) equals one (1) year;
  - (d) the Nurse shall be responsible for providing to the Employer written proof of past service and related experience within sixty (60) days from their date of hire.
3. In case of promotion, the starting salary shall be the corresponding step in the new scale and the same anniversary date shall be retained.
4. When the principal duties of a classification covered by this Agreement are changed or when a new classification appropriately covered by this Agreement is established, notification will

be forwarded to the Union and the salary for the new classification shall be negotiated. If the Parties are unable to agree, the arbitration provisions of this Agreement will apply.

5. Shift Premiums

Effective October 1, 2017 tour differential of two dollars and twenty-five cents (\$2.25) for each hour worked on the afternoon and two dollars and thirty-five cents (\$2.35) for each hour worked on the night tour.

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

7. Responsibility Allowance

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

(b) Effective October 1, 2017, where there is an absence of Nursing Management in a Home, a Nurse shall be assigned the responsibility of being "in charge" and shall receive an allowance of one dollar and eighty-five (\$1.85) per complete hour of "in charge" assignment.

8. Weekend Premium

Effective October 1, 2017, a Nurse shall be paid a weekend premium of two dollars and thirty-five cents (\$2.35) per hour for all hours worked between 2300 hours Friday and 2300 hours Sunday.

**SCHEDULE "B"**

## INTEGRATED HEALTH DISABILITY INCOME INSURANCE PLAN

**THE ONTARIO NURSE'S ASSOCIATION - HOMES FOR THE AGED**

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

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

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

and

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

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

**Plan Highlights**

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

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

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

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

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

**Eligibility for Disability Benefits**

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

**Recurrence of Disability**

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

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

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

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

## GLOSSARY OF DEFINITIONS

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

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



LETTER OF UNDERSTANDING # 1

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA  
HOMES FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

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

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

1. Article 10 - Seniority

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

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

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

3. Article 16 - Vacations

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

4. Article 17 – Integrated Health Disability Income Insurance Plan

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

5. Article 19 – Hours of Work

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

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

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

Dated at Thorold, Ontario, this 29<sup>th</sup> day of January, 2018.

FOR THE REGION

FOR THE UNION

H. Koning

Robert McGregor  
Labour Relations Officer

John LaScala

John Adamson, BUP

K. McCall

Sheldon McNeil

L. Hancock

Ming Ho

F. Meffe

Carol Pellitier

LETTER OF UNDERSTANDING # 2

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA  
HOMES FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

Re: RN Staffing

The Corporation will maintain at least the equivalent to the bargaining unit RN staffing hours each week that was in effect as of December 9, 2002 for the duration of this collective agreement (i.e. Until December 31, 2015) unless the Corporation cannot reasonably maintain this commitment due to a decrease in Provincial funding or a decrease in the number of beds in which latter case the ratio of RNs to beds will be maintained.

Dated at Thorold, Ontario, this 29<sup>th</sup> day of January, 2018.

FOR THE REGION

FOR THE UNION

H. Koning

Robert McGregor  
Labour Relations Officer

John LaScala

John Adamson, BUP

K. McCall

Sheldon McNeil

L. Hancock

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F. Meffe

Carol Pellitier

LETTER OF UNDERSTANDING # 3

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA  
HOMES FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

Re: Educational Bonuses for Recognized Nursing Courses

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

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

(b) Monthly Education Bonus

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

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

Dated at Thorold, Ontario, this 29<sup>th</sup> day of January, 2018.

FOR THE REGION

FOR THE UNION

H. Koning

Robert McGregor  
Labour Relations Officer

John LaScala

John Adamson, BUP

K. McCall

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Carol Pellitier

LETTER OF UNDERSTANDING # 4

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA  
HOMES FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

Re: Baccalaureate Degree

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

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

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

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

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

Dated at Thorold, Ontario, this 29<sup>th</sup> day of January, 2018.

FOR THE REGION

FOR THE UNION

H. Koning

Robert McGregor  
Labour Relations Officer

John LaScala

John Adamson, BUP

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F. Meffe

Carol Pellitier

LETTER OF UNDERSTANDING # 5

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA  
HOMES FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

Re: Prepaid Leave

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

1. A Nurse and the Corporation may enter into an agreement whereby the Nurse may request and the Employer shall grant a leave of absence during which the Nurse would be paid from accumulated funds deducted from his/her pay plus accrued interest on a four (4) for five (5) plan. Whereby, the Nurse receives four-fifths (4/5) salary in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> years. One fifth (1/5) salary is deducted in each of the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> year and placed in trust for the leave in the 5<sup>th</sup> year.

2. The granting of such leaves shall be at the sole discretion of the Corporation having due regard for work requirements and shall not result in an increase in cost to the Corporation.

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

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

6. The Nurse's seniority shall continue to accumulate during the year of the leave.

7. Where the leave has been granted the Corporation shall post the vacated position as a temporary one and the vacancy shall be filled in accordance with the Collective Agreement. The Corporation shall reinstate the person on leave in the same or a similar position to the one they left. The Nurse taking the leave shall be advised of his/her position status at the beginning of his/her leave and advised to consult with the Union. The

replacement Nurse shall be advised of the temporary nature of his/her position upon his/her appointment to that position.

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

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

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

Dated at Thorold, Ontario, this 29<sup>th</sup> day of January, 2018.

FOR THE REGION

H. Koning

John LaScala

K. McCall

L. Hancock

F. Meffe

FOR THE UNION

Robert McGregor  
Labour Relations Officer

John Adamson, BUP

Sheldon McNeil

Ming Ho

Carol Pellitier



LETTER OF UNDERSTANDING # 6

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA  
HOMES FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

Re: Job Sharing

The Parties recognize and agree to the following:

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

1. Implementation of Job Sharing

- (a) Job Sharing shall be considered on a job by job basis and shall be initiated through a written application by the incumbent in a permanent full-time position to the Director of Resident Care. The incumbent in a permanent full-time position fills one part of the job sharing. The other half of the job sharing position will be posted and selection shall be made in accordance with the Collective Agreement.
- (b)
  - (i) When more than one (1) Nurse wishes to job share, written application by the incumbents in the permanent full-time positions must be submitted to the Director of Resident Care.
  - (ii) Consideration on the job-sharing request shall be done on a job by job basis and one of the full time positions shall become a job shared position. The full time Nurse with the most seniority shall be granted one of the job shared positions and the other half of the job shared position shall be posted and selection shall be made in accordance with the collective agreement.
- (c) When a full-time position has been posted in accordance with the Collective Agreement and there are no successful applicants, a job sharing position may be posted and selection shall be made in accordance with the Collective Agreement. This clause will only apply if this job sharing position is the one job sharing position for that Home.
- (d) The duties performed, or responsibilities of other staff members, shall not be

altered or changed to accommodate the job sharing position(s).

- (e) It shall be the responsibility of each job sharer to communicate all pertinent information to each other and to keep informed of current workplace communications and activities.

## 2. Status of Job Sharers

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

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

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

## 4. Vacant Job Sharing Position

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

## 5. Termination of Job Sharing

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

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

- (b) The former job sharer(s) may elect to exercise one the following options:
  - (i) revert to his/her former full time position, if the job sharer is the original sharer as per 1(a).
  - (ii) apply for any vacant positions with the selection made as per collective agreement.
  - (iii) exercise his/her seniority rights in accordance with Article 10.04 of the collective agreement.
  - (iv) accept a casual position, if such a position exists.

Dated at Thorold, Ontario, this 29<sup>th</sup> day of January, 2018.

FOR THE REGION

FOR THE UNION

H. Koning

Robert McGregor  
Labour Relations Officer

John LaScala

John Adamson, BUP

K. McCall

Sheldon McNeil

L. Hancock

Ming Ho

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Carol Pellitier

LETTER OF UNDERSTANDING # 7

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA  
HOMES FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

Re: Nurse Staffing During Peak Periods

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

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

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

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

The Employer and the Union agree as follows:

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

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

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

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

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

Dated at Thorold, Ontario, this 29<sup>th</sup> day of January, 2018.

FOR THE REGION

FOR THE UNION

H. Koning

Robert McGregor  
Labour Relations Officer

John LaScala

John Adamson, BUP

K. McCall

Sheldon McNeil

L. Hancock

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F. Meffe

Carol Pellitier

LETTER OF UNDERSTANDING # 8

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA  
HOMES FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

Re: Violence in the Workplace

Violence shall be defined in accordance with the *Occupational Health and Safety Act* as amended from time to time, and includes any incident in which a nurse is abused, threatened or assaulted during the course of the nurse's employment.

The Employer has policies on Workplace Violence Prevention and Workplace Violence Prevention Program. These policies address the prevention of and management of violent situations and support employees who face violence in the workplace. A copy of these policies will be available to all nurses, and provided to newly hired nurses. Copies of these policies shall be provided to the Union and shall not be changed without prior notification to the Union.

Dated at Thorold, Ontario, this 29<sup>th</sup> day of January, 2018.

FOR THE REGION

FOR THE UNION

H. Koning

Robert McGregor  
Labour Relations Officer

John LaScala

John Adamson, BUP

K. McCall

Sheldon McNeil

L. Hancock

Ming Ho

F. Meffe

Carol Pellitier

LETTER OF UNDERSTANDING # 9

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA  
HOMES FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

Re: Regular Part-time Commitment and Scheduling

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

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

B. RPT "B" nurses are available to work as follows:

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

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

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

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

(ii) Available 3 out of 6 weekends.

(iii) Available 45 hours/pay of which at least 50% must be evenings or nights.

(iv) Available for 2 out of 3 shifts (Days/Evenings, Days/Nights or Evenings/Nights). Availability for permanent evening or night shift will be permitted.

(v) Available Christmas (Christmas Eve, Christmas Day, Boxing Day) or New Year's (New Year's Eve, New Year's Day) each year on an alternating basis.

(vi) Available for 3 other stats in addition to (v) above in conjunction with the weekend where applicable.

C. Scheduling of RPT "B" nurses will be done based on seniority and availability.

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

#### Additional Shift Scheduling

- I. A RPT "A" nurse who is scheduled for less than their declared level of commitment, will be offered additional shifts based on seniority and availability up to their declared level of commitment.
- J. A RPT "B" nurse who is scheduled for less than 45 hours per pay will be offered additional shifts based on seniority and availability, up to 45 hours per pay.
- K. When all RPT "B" nurses have been given the opportunity to work up to 45 hours per pay, additional shifts will then be offered to all RPT nurses (includes RPT "A" and RPT "B" based on seniority and availability, up to 75 hours per pay.
- L. CPT nurses will be offered shifts based on seniority where no RPT nurses are available.
- M. All provisions of the collective agreement remain in full force and effect except as specifically modified by this agreement as described above.

Dated at Thorold, Ontario, this 29<sup>th</sup> day of January, 2018.

FOR THE REGION

FOR THE UNION

H. Koning

Robert McGregor  
Labour Relations Officer

John LaScala

John Adamson, BUP

K. McCall

Sheldon McNeil

L. Hancock

Ming Ho

F. Meffe

Carol Pellitier



LETTER OF UNDERSTANDING # 10

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA  
HOMES FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

Re: Weekend Worker

The Parties agree that it may be mutually beneficial to meet to discuss the feasibility of a Weekend Worker position within the Homes for the Aged.

The introduction and implementation of such position shall be determined by the parties through a Letter of Understanding.

Dated at Thorold, Ontario, this 29<sup>th</sup> day of January, 2018.

FOR THE REGION

FOR THE UNION

H. Koning

Robert McGregor  
Labour Relations Officer

John LaScala

John Adamson, BUP

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Carol Pellitier

LETTER OF UNDERSTANDING # 11

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA  
HOMES FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

Re: Self-Scheduling

In accordance with Article 19.07 of the Collective Agreement, the Parties may wish to implement Self-Scheduling to achieve a scheduling practice that offers the benefit of Self-Scheduling to staff, in addition to satisfactory and efficient staffing coverage to the Employer.

The Parties agree to enter into a Self-Scheduling Program on the following conditions:

- (1) Self-Scheduling may be cancelled at any time by either party, by giving forty (40) days written notice to the other party, of its desire to terminate this agreement.
- (2) The Employer will not be required to pay overtime rates for any hours worked by a nurse in excess of the normal hours, where such excess hours are made necessary only to accommodate the transition to or from the Self-Scheduling. Similarly, no penalty or premium payments referred to in Article 19 resulting directly from the transition to or from the Self-Scheduling will be paid.
- (3) Any and all conditions and terms of the Collective Agreement, Appendices, and Letters of Understanding between the Employer and Association shall remain in full force and effect except as amended by this Letter of Understanding.
- (4) Self-Scheduling is viewed by the Employer as scheduling by nurses' request and Articles 19 will apply. It is essential that Self-Scheduling does not result in additional costs to the Employer. The selection of tours shall be made in accordance with departmental needs.
- (5) The effects of Self-Scheduling will be closely monitored and feedback from participants will be sought through regular contact and/or meeting to ensure a continued smooth and efficient Self-Scheduling process.
- (6) For the purposes of self-scheduling the Nurses' standard hours of work shall remain unchanged. That is, Full-time Nurses remain full-time, a regularly scheduled Part-Time Nurse's scheduled hours remain unchanged, and a Casual Nurse remains a casual.
- (7) Process for Self-Scheduling
  - (a) (i) Self-scheduling may be introduced into a Home when seventy percent (70%) of the combined full-time and regular part-time employees permanently assigned to the Home so indicate by secret ballot, and; all categories of staff must participate in self scheduling.
  - (ii) The secret ballot vote will be conducted, at no cost to the Employer, by the Union. The result of the vote will be determined on the basis of votes cast,

not including spoiled ballots. The Union shall advise the Nurse Manager of the results of the vote prior to posting the results of the vote.

- (b) The secret ballot referred to above shall not take place unless six (6) months has elapsed from the day of any previous vote.
- (c) Self-scheduling may be discontinued in any Home when:
- i) Sixty percent (60%) of the combined full-time and regular part-time employees (including job sharers) permanently assigned to such Home so indicate by secret ballot.
  - ii) The secret ballot vote will be conducted, at no cost to the Employer, by the Union. The result of the vote will be determined on the basis of votes cast, not including spoiled ballots. The Union shall advise the Nurse Manager of the results of the vote prior to posting the results of the vote.
- (d) Self-scheduling will be introduced on a trial basis for a period of six (6) months. One month prior to the end of the trial, a second secret ballot vote will be conducted as per above. Where at least eighty percent (80%) of the combined full-time and regular part-time employees vote in favour and subject to agreement of the Employer, self-scheduling arrangements will continue.
- (8) Before self-scheduling is implemented in any home the parties will meet to discuss and develop self-scheduling guidelines.

Dated at Thorold, Ontario, this 29<sup>th</sup> day of January, 2018.

FOR THE REGION

H. Koning

John LaScala

K. McCall

L. Hancock

F. Meffe

FOR THE UNION

Robert McGregor  
Labour Relations Officer

John Adamson, BUP

Sheldon McNeil

Ming Ho

Carol Pellitier

LETTER OF UNDERSTANDING # 12

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA  
HOMES FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

Re: PRWR Forms

1. The parties agree to use the electronic version of the Professional Responsibility Workload Report Form.
2. The parties agree that hard copies of the electronic form are valid for purposes of Article 22 of the collective agreement.
3. The Union undertakes to get a copy of the electronic version signed by the complainant(s).
4. The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a professional responsibility workload complaint proceed to mediation or Independent Assessment Committee hearing.

Dated at Thorold, Ontario, this 29<sup>th</sup> day of January, 2018.

FOR THE REGION

FOR THE UNION

H. Koning

Robert McGregor  
Labour Relations Officer

John LaScala

John Adamson, BUP

K. McCall

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Carol Pellitier

LETTER OF UNDERSTANDING # 13

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA  
HOMES FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

Re: Innovative Schedule – Extended Tours (12 Hour Shifts) – Homes for the Aged – Northland Point

In accordance with Article 19.06 (b) of the collective agreement, the Parties have met to discuss an innovative schedule consisting of 12 hour shifts at Northland Pointe.

All terms and conditions of the Collective Agreement remain in full force and effect except as amended below.

1. The 12 hour shifts shall be referred to as extended tours.
2. When either the nurses in a Home or the Administration of a Home wish to implement extended tours as follows:
  - (a) Seventy percent (70%) of the nurses (full time and part time) in the Home so indicate by secret ballot; and
  - (b) The Home shall not unreasonably withhold the implementation of extended tours.
  - (c) When less than seventy percent (70%) of the nurses in the Home vote, as outlined in 1(a) in favour of extended tours by secret ballot, ONA may approach the Home and request them to consider the implementation of a combination of extended and normal (7.5 hour) tours in the Home.
3. In the event that the nurses vote in favour of extended tours as noted above, there shall be an extended tour trial period of six (6) months. Such trial period may be terminated by either Party upon at least six (6) weeks written notice to the other.
 

Six weeks prior to the end of the trial, a second secret ballot vote will be conducted as per above. Where at least seventy percent (70%) of the nurses (full time and part time) vote in favour and subject to the agreement of the Administration of the Home, extended tour arrangements will continue.
4. The following collective agreement Article shall be amended to reflect extended tours:
  - (a) Article 14.02 – Bereavement Leave

In this article, “day or days” shall mean 7.5 hours pay or 11.25 hours pay pending on the nurse’s schedule.

(b) Article 14.13 – Jury & Witness Duty

In this article, “day or days” shall mean 7.5 hours pay or 11.25 hours pay pending on the nurse’s schedule.

(c) Article 15.02 (a) – Paid Holidays – Full Time

In this article, “paid time in lieu” shall mean 7.5 hours paid time off in lieu. For further clarity, a full time nurse who works on an extended tour (i.e. 12 hours) shall be paid one and one-half (1.5) times their normal basic wage for eleven point twenty-five (11.25) hours worked and receive 7.5 hours paid time off in lieu of the holiday.

(d) Article 15.02 (b) – Paid Holidays – Part Time

A part-time nurse who works on a paid holiday as defined under Article 15.01 shall receive double time and one-half (2.5) for all hours worked.

(e) Article 15.02 (c) – Paid Holidays – Full Time – Not Scheduled to Work

In this article “normal salary for that day” or “paid time off in lieu” shall mean normal salary for that day of 7.5 hours or paid time off in lieu of 7.5 hours.

(f) Article 15.02 (d) – Paid Holidays – Full Time – Scheduled Vacation Period

In this article “additional day off with pay” shall mean an additional day off with pay of 7.5 hours.

(g) Article 15.02 (d) – Holidays – Part Time – Not Scheduled to Work

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

(h) Article 16.01 – Vacation

In this article, full time nurses who work extended tours, vacation weeks shall be as per the scheduled noted below:

3 weeks	112.50 vacation hours pay
4 weeks	150.00 vacation hours pay
5 weeks	187.50 vacation hours pay
6 weeks	225.00 vacation hours pay

30 years each additional day should be at 7.5 vacation hours pay

Vacation taken shall be paid at 7.5 hours or 11.25 hours pay pending the nurse’s schedule up to the maximum number of vacation hours pay as noted in the above schedule.

Part time and casual nurses shall continue to have vacation pay with each pay as per Article 16.07.

(i) Article 17.02 Schedule B – Integrated Health Disability Income Insurance Plan

In this article, full time nurses who work extended tours, short term sick leave plan shall be as per the scheduled noted below:

0 to 5 days                      37.50 hours pay

Length of Service	100% Pay	75% Pay
Less than 3 months	0 hours	0 hours
3 months but less than 3 years	37.50 hours	487.50 hours
3 years but less than 5 years	112.50 hours	412.50 hours
5 years but less than 7 years	225.00 hours	300.00 hours
7 years but less than 9 years	337.50 hours	187.50 hours
9 years but less than 10 years	450.00 hours	75.00 hours
10 years or more	525.00 hours	0.00 hours

Sick leave taken shall be paid at 7.5 hours or 11.25 hours pay pending the nurse's schedule up to the maximum number of sick leave pay as noted in the above schedule.

All deductions from the frozen sick leave banks under Article 17.03 and 17.04 shall be at 7.5 hours or 11.25 hours pay pending the nurse's schedule up to the maximum number of frozen sick leave dollars.

(j) Article 19.01 (b) - Hours of Work

For nurses on extended tours, the regular work day shall consist of twelve (12) hours of work, exclusive of meal period. Unpaid meal time of forty-five (45) minutes shall be scheduled during a nurse's tour. Should a nurse be recalled to duty during mealtime, additional time shall be provided later in the tour. Scheduling of meal breaks shall be determined by the home.

For greater clarity, the normal extended tour shall be 11.25 consecutive paid hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

(k) Article 19.01 (c) – Hours of Work

A Nurse will not be scheduled to work more than three (3) extended tours without a day off. Should a nurse work more than the three extended tours, she/he shall receive premium payment for all hours worked on the 4<sup>th</sup> (fourth) and subsequent extended tours. It is understood that any change in tour of duty, initiated by the Nurse and approved by the Employer, or self-scheduling, shall not result in overtime compensation or other additional cost to the Employer.

(l) Article 19.06 – Hours of Work – Starting and Stopping Times

For nurses on extended tours starting and stopping times or regular shifts shall be:

0700 to 1900 Hours  
1900 to 0700 Hours

(m) Article 19.07 Hours of Work – Breaks

During each extended tour, there shall be provided three (3) rest periods of fifteen (15) minutes. Scheduling of rest periods shall be determined by the Home.

(n) Article 19.09 – Hours of Work – Overtime

Nurses shall be paid at the rate of one and one-half (1.50) times their normal basic wage rate for all time worked in excess of the extended tour (11.25) hours, or for all time worked in excess of a regular tour of seven and one-half (7.5) hours or seventy-five (75) hours in any two week period. In lieu of such payment, a nurse may choose to receive time off at the overtime rate. Such time off shall be taken at a mutually agreeable time.

As of the last pay period of November, equivalent cash payment shall be made for accumulated time in the Nurse's bank with the exception of five (5) days which shall be carried over into the following year. For nurses on extended tours five days shall equate to 37.50 hours.

(o) Hours of Work – Miscellaneous

i) A minimum of four (4) consecutive extended tours (48 hours) off shall be scheduled following scheduled night shifts unless otherwise agreed.

(p) Schedule A - #5 – Shift Premiums

For nurses on extended tours, evening and night premiums shall be paid as follows:

0700 to 1900 hours	Evening premium paid on hours from 1500 to 1900 hours
1900 to 0700 hours	Evening premium paid on hours from 1900 to 2300 hours
	Night premiums paid on hours from 2300 to 0700 hours

(q) Schedule A - #7 – Responsibility Allowance

In the article, "complete tour" shall mean 7.5 hours pay or 11.25 hours pay pending on the nurse's schedule.

## (r) Extended tours may be discontinued in any home when:

- i) seventy percent (70%) of the employees in a home so indicate by secret ballot, or
- ii) the Home decided to do so because of:
  - adverse effects on resident care, or
  - A) inability to provide a workable staffing schedule, or



- B) where the Home wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
- iii) When notice of discontinuance is given by either party in accordance with number ii) above, then;
  - A) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance, and
  - B) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended;

Dated at Thorold, Ontario, this 29<sup>th</sup> day of January, 2018.

FOR THE REGION

FOR THE UNION

H. Koning

Robert McGregor  
Labour Relations Officer

John LaScala

John Adamson, BUP

K. McCall

Sheldon McNeil

L. Hancock

Ming Ho

F. Meffe

Carol Pellitier

LETTER OF UNDERSTANDING # 14

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA  
HOMES FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

Re: Mentorship

Nurses may, from time to time, be assigned a formal mentorship role for a designated nurse. Mentorship is a formal supportive relationship between two or more health professionals, which results in the professional growth and development for both mentors and mentees. The relationship is time limited and focused on goal achievement. Orientation to the organization or general functioning of the unit does not constitute mentorship.

After consultation with the mentor and mentee, the Manager will identify the experiences required to meet the mentee's learning needs, will determine the duration of the mentorship assignment and expectations of the mentor, and appropriate training. During the consultation process, the Manager will review the mentor's workload with the mentor and the mentee to facilitate successful completion of the mentoring assignment.

The Manager shall select and assign a mentor for a given mentoring relationship based on those Nurses who have expressed an interest in mentoring.

The Employer will pay the nurse for this assigned additional responsibility premium of sixty cents (\$0.60) per hour, in addition to her or his regular salary and applicable premium allowance.

Dated at Thorold, Ontario, this 29<sup>th</sup> day of January, 2018.

FOR THE REGION

FOR THE UNION

H. Koning

Robert McGregor  
Labour Relations Officer

John LaScala

John Adamson, BUP

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Carol Pellitier

LETTER OF UNDERSTANDING # 15

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA  
HOMES FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

Re: Nursing Graduate Guarantee Through Health Force Ontario

The Employer may introduce supernumerary Nursing Graduate Guarantee positions to be offered to newly graduated nurses through the Nursing Graduate Guarantee program. Where such positions are introduced, the following will apply:

1. Only so many positions will be created as are covered by government funding for Nursing Graduate Guarantee positions;
2. Newly graduated nurses are defined as those nurses who have graduated from a nursing program within six (6) months of receiving final grades;
3. No appointment will be made to a Nursing Graduate Guarantee position without prior discussion with the Union as to where the Nursing Graduate Guarantee nurse will be assigned and what will be expected of them and what mentoring arrangement will apply.
4. Such positions will not be subject to internal postings as outlined in Article 13;
5. Such nurses will be deemed Temporary Full-time and shall be covered by the provisions of the collective agreement applicable to regular full-time.
6. Nurses may, from time to time, be assigned a formal mentorship role for a designated nurse. Mentorship is a formal supportive relationship between two or more health professionals, which results in the professional growth and development for both mentors and mentees. The relationship is time limited and focused on goal achievement. Orientation to the organization or general functioning of the unit does not constitute mentorship.

After consultation with the mentor and mentee, the Manager will identify the experiences required to meet the mentee's learning needs, will determine the duration of the mentorship assignment and expectations of the mentor, and appropriate training. During the consultation process, the Manager will review the mentor's workload with the mentor and the mentee to facilitate successful completion of the mentoring assignment.

The Manager shall select and assign a mentor for a given mentoring relationship based on those Nurses who have expressed an interest in mentoring.

The Employer will pay the nurse for this assigned additional responsibility a premium of sixty cents (\$0.60) per hour, in addition to her or his regular salary and applicable premium allowance.

7. The duration of such supernumerary appointments will be for a minimum of 12 weeks and

a maximum of 32 weeks, in accordance with the provisions of the Nursing Graduate Guarantee program.

- 8. Such nurses can apply for posted positions after the minimum 12 week period has been completed and can move to a permanent full-time position immediately. If the Nurse does not successfully obtain a permanent full-time RN position between weeks 13 and 32, the Nurse can post into any suitable vacancy, effective following the 32<sup>nd</sup> week of the supernumerary position.
- 9. If the nurse has not successfully posted into a position by the end of the Nursing Graduate Guarantee position, she will be reclassified as casual part-time and this will not be considered a layoff and the nurse will not be assigned.
- 10. The Employer bears the onus of demonstrating that such positions are supernumerary.
- 11. The Union will be provided with such written information as it may reasonably require regarding each supernumerary position;

Where it is determined that the period of any supernumerary positions can be reduced for example the New Graduate posts into a new position after 3 months, a meeting will be held between the parties to advise how the remaining funding for the positions will be reinvested according to Nursing Graduate Guarantee Program.

Dated at Thorold, Ontario, this 29<sup>th</sup> day of January, 2018.

FOR THE REGION

FOR THE UNION

H. Koning

Robert McGregor  
Labour Relations Officer

John LaScala

John Adamson, BUP

K. McCall

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Carol Pellitier

LETTER OF UNDERSTANDING # 16

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA  
HOMES FOR THE AGED

And:

ONTARIO NURSES' ASSOCIATION

Re: Temporary Summer Full-time Position – Expression of Interest

The Director of Resident Care (DRC) in each Home shall determine if it is feasible to have a Temporary Summer Full-time position to commence no earlier than the last full week in June and shall end no later than the first week in September.

Such position shall not be posted and the filling of such position shall be based on seniority amongst those Nurses that have submitted an Expression of Interest Form within the specified time period above.

Part-time and Casual Nurses within the Home for which the Temporary Summer Full-time position is required shall complete an Expression of Interest Form and submit the completed Form to the DRC no later than May 15<sup>th</sup>.

Once a nurse commences working in a Temporary Full-time Summer position they shall be required to remain in such position until it is completed. Upon completion of the Temporary Summer Full-time position, the Nurse shall return to her former position, or new position if she/he has successfully posted into a new position during such time in Temporary Summer position.

Dated at Thorold, Ontario, this 29<sup>th</sup> day of January, 2018.

FOR THE REGION

FOR THE UNION

H. Koning

Robert McGregor  
Labour Relations Officer

John LaScala

John Adamson, BUP

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