

**Ontario Nurses' Association and Participating Nursing Homes
Items in Agreement
2016-2019**

Housekeeping

Change the term "employee representative" to "**Union Representative**" in Article 6.01(a) and where appropriate throughout the template.

1.03 The Employer undertakes that **he it** will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement..

2.08 A nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses of Ontario must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate. If the nurse fails to obtain her or his General Class Certificate of Registration, prior to the expiry of her or his Temporary Class Certificate of Registration she or he will be deemed to be not qualified for the position of registered nurse or registered practical nurse, if applicable, and she or he **will may** be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the *Ontario Human Rights Code*.

6.07 (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees. **The local parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:**

i) Alert employees about a person with a known history of aggressive behaviours and their known triggers by means of:

a) electronic and/or other appropriate flagging systems

b) direct verbal communication / alerts (i.e. shift reports)

ii) Communicate and provide appropriate training and education; and,

iii) Reporting all incidents of workplace violence.

9.04 (c) When in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period beyond twenty-four (24) months and up to **thirty (30) thirty-six (36)** months;

(d) When on illness absence not paid by the employer for a period up to **thirty (30) thirty-six (36)** months.

Positions outside the Bargaining Unit

- (a) An employee may substitute temporarily in a position outside the bargaining unit for up to fifteen (15) months from the date of the assignment. Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy. The employee shall have the right to return to her or his bargaining unit position prior to the expiry of the fifteen (15) month period by giving the Employer six (6) weeks' notice. An employee who remains outside of the bargaining unit beyond the period covered by this article shall lose all seniority. When the employee returns to the bargaining unit, all other employee(s) shall revert to their previous positions.

Note: Where at any time prior to the date of ratification/award an employee commences a promotion to a permanent position outside the bargaining unit, the employee will retain their right to be credited with service and seniority while outside the bargaining unit if she/he is returned to the bargaining unit within three (3) months.

- (e) The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses (a), (b), ~~(c)~~, and (d), above, and will bill the Union for such salary, as well as **E.I., C.P.P., E.H.T. and W.S.I.B. premiums, vacation pay (where such employee is paid a percentage of earnings) and pension and/or percentage in lieu contributions as applicable nineteen percent (19%) for all pension, vacation, and benefit reimbursement.** It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee. It is further understood that should EHT be switched to a premium based financing method there will be no obligation to reimburse the Employer for that cost.

(f) ONA Staff Leave

For an employee with at least two (2) years full-time or equivalent service (e.g. 3,000 hours of part-time RN service), upon application in writing by the Union to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 11.10, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least ten (10) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

During such leaves of absence all salary, statutory benefits, pension, vacation and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits unless the Union decides to take sole responsibility for these employee obligations.

- 11.03 (d) Professional leave without pay will be granted to full-time and regular part-time employees who are elected to or appointed to the College of Nurses or the Registered Nurses Association of Ontario **or the Registered Practical Nurses' Association of Ontario** to attend regularly scheduled meetings of the College of Nurses or the Registered Nurses Association of Ontario **or the Registered Practical Nurses' Association of Ontario** subject to the following limitations:
- 11.05 (h) An employee who is on parenting leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance parental benefits pursuant to the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her/his regular weekly earnings (which for part-time employees shall include percentage-in-lieu) and the sum of her/his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she/**he** is in receipt of Employment Insurance **pregnancy/parenting parental** benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her/**his** regular hourly rate on her/**his** last day worked prior to the commencement of the leave times her/**his** normal weekly hours. The employee will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the employee's EI benefit. The normal weekly hours for an employee working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the Employment Insurance benefit. **(currently 28 weeks)**
- 11.07 Employees seeking to be appointed by the Province as classifiers, **MOHLTC Inspectors** or other secondments shall have their applications co-signed by the Employer. Subject to operational requirements employees offered such assignments by the Province will be granted leave without pay. On the basis that the Employer will be fully reimbursed for any such leave by the Ministry of Health and Long-Term Care or the LHIN, the Employer will maintain the employee's regular straight time wages and will provide full accumulation of seniority and service and as well as all other benefits under the collective agreement. If such leave/secondment is not fully funded by the Ministry of Health and Long-Term Care or the LHIN, it shall be without pay and subject to the effect of absence language.
- 13.07 Vacations – Interruption
- (d) Where an employee's scheduled vacation is interrupted due to bereavement **and jury and witness duty**, the employee shall be entitled to bereavement leave **and/or jury and witness duty** in accordance with Articles **11.04 and 11.06**.
- (e) The portion of the employee's vacation which is deemed to be bereavement **and jury and witness duty** leave under the above provisions will not be counted against the employee's vacation credits.
- 14.0**5** An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least **two (2) three (3)** hours prior to the commencement of the shift unless impossible. An employee who will be absent on

the day shift due to personal illness must notify the Employer at least one and one-half (1½) hours prior to the commencement of the shift unless impossible. Late notice does not cause forfeiture of sick pay benefits.

15.11 Job Sharing / Time Sharing

- (d) The employees involved in job share/ time sharing are entitled to all the regular part-time provisions except those which are modified as follows:
- i) Schedules and scheduling language shall be established by the mutual agreement of the Union and the Home. This will include the division of hours between the job/time sharers.
 - i) Each job/time sharer may exchange shifts with her or his partner as well as other employees as provided by the Collective Agreement.

Employees who are currently in a job/time sharing arrangement and are full-time will retain that status and be covered by the full-time provisions of the collective agreement. For clarity, this grandparent's employees in time sharing arrangements, not positions. When individuals leave these positions, the vacant position will be posted under **(f)** and **(g)** below.

15.12 Weekend Worker

A weekend schedule may be developed in order to meet the Home's need for weekend staff, and individual employees' preference for a weekend work schedule.

A weekend schedule is defined as a schedule in which a full-time **employee weekend worker** works a weekly average of thirty (30) hours and is paid for 37.5 hours at her or his regular straight time hourly rate. The schedule must include two 11.25 hour tours, which fall within a weekend period as determined by the Home and the Union. An employee working a weekend schedule will work every weekend except as provided for in the provisions below.

16.02 When an employee is required to work on a paid holiday or on a day for which she is entitled to receive time and one-half (1½) her regular straight time hourly rate and she is required to work additional hours **in excess of following** her normal seven and one-half (7½) hour shift on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

16.07 Shift and Weekend Premium

- (a) **Effective July 1, 2013 – shift premium 85¢/hour**

An employee shall be paid a shift premium of eighty-five cents (85¢) per hour for each hour worked between the hours of [time period as per existing agreement unless amended in local negotiations – not to exceed a 16 hour time period].

16.13 An employee shall have the option of selecting compensating time off in lieu of overtime premium payment. Time off shall be at the appropriate premium rate (i.e. 1.5 hours off for each hour of premium overtime worked). **Full-time** Employees may accumulate **and bank** up to a maximum of two (2) lieu days **at any time in any year**. Accumulated lieu days shall not be used for the purpose of extending

vacation. Unless the Employer agrees otherwise, accumulated lieu time must be taken between January 6th and November 30th of the year in which it is accumulated failing which it will be paid out. Employees who wish to utilize a lieu day shall make their request in writing at least **two weeks** in advance of the next posting of the schedule. The scheduling of lieu days shall be finally determined by the Employer giving due consideration for the safe and efficient operation of the nursing home. Such requests shall not be unreasonably denied.

18.01 The Nursing Homes and Related Industries Pension Plan

(d) Paid union leaves;

18.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

18.05 *Where agreements provide for NHRIPP:*

(d) To be Provided Annually but no later than December **31 1**

- i) Current complete address listing
- ii) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits.
- iii) All approved leaves of absence including type of leave.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

19.02 (a) Employees are expected, as part of their regular duties, to provide leadership, supervision, guidance and advice to members of the health care team. **The parties agree that discipline of all bargaining unit and non-bargaining unit employees of the Home is the responsibility of management.** Nothing in this clause amends, modifies or clarifies any interpretation under Article 2.01, nor does it prejudice the employees' continued membership in the bargaining unit or the employee's entitlement to qualify and receive benefits under Article 22.06.

21.04 Influenza Vaccine

Upon recommendation of the Medical Officer of Health, all employees shall be required, on an annual basis to be vaccinated and or to take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Employer will pay the cost for such medication.

If the employee fails to take the required medication, she may be placed on an unpaid leave of absence during any influenza outbreak in the home until such time as the employee has been cleared by the public health or the employer to return to the work environment. The only exception to this would be employees for whom taking the medication will result in the employee being physically ill to the extent that she cannot attend work. Upon written direction from the employee's physician of such medical condition in consultation with the Employer's physician, (if requested), the employee will be permitted to access their sick bank, if any, during any outbreak period. If there is a dispute between the physicians, the employee will be placed on unpaid leave.

If the employee gets sick as a reaction to the drug and applies for WSIB the Employer will not oppose the application.

If an employee is pregnant and her physician believes the pregnancy could be in jeopardy as a result of the influenza inoculation and/or the antiviral medication she shall be eligible for sick leave in circumstances where she is not allowed to attend at work as a result of an outbreak.

This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

21.09 Where the employer provides electronic paystubs and/or T-4 slips, the employer will provide accessibility to a computer and printer, or a hard copy.

Appendix "A" – Rates of Pay

Percentage in Lieu

Amend to read:

The eight and one-half percent (8.5%) premium is given in lieu of benefits under Articles 12 (except 12.04), 14, and 17.

Letters of Understanding

- Central Negotiating Team – **Renew**
- Transfers between Homes within Chain – **Renew**
- Pilot Project – One Employer Two Homes Employment Opportunities – **Renew**
- Secondments – **Renew**
- Grievance Commissioner System – **Renew**
- Central Committee on Violence – **Renew**
- Joint Advocacy – **Renew**

Letter of Understanding – Re: New Certifications – **Update and renew**

If a participating employer is newly certified by ONA at one of its owned nursing homes for its registered nurses, the existing standard non-monetary provisions in the central ONA/RN agreements will automatically apply to the nurses effective as soon as practically possible following the date that the Employer receives notice to bargain from the Union.

These provisions include:

- Article 1
- Article 2.03
- Articles 2.05, 2.07-2.12
- Articles 3-8
- Articles 9.01(d) only, 9.03-9.13, 9.15, 9.16, 9.17
- Article 10
- Article 11 [except 11.05 (d) and (h)]
- Article 12 holidays – long weekends (12.07)
- Article 14.03
- Article 17.05, 17.06
- Article 19.02, **19.03**
- Article 20, 21
- Article 23 [except 23.01]

Letter of Understanding – RE: Supernumerary Positions-**Nursing Career Orientation (NCO) Initiative for** Internationally Educated Nurses (IENs) – **Update and renew**

The Home may introduce supernumerary positions that may be offered to Internationally Educated Nurses (IENs). Where such positions are introduced, the following will apply:

1. Only so many positions will be created as are covered by government funding for supernumerary positions.

Nursing Career Orientation Initiative (NCO) Nursing Career Orientation (NCO) Initiative nurses are defined as those nurses who have initially (never before) registered with the College of Nurses (CNO) whose location of initial nursing education is outside of Canada. NCO nurses will be recognized as such from May 2014 to a period of time that the MOHLTC continues to implement the NCO. NCO nurses must be hired as supernumerary within six (6) months of initial registration with the CNO.

2. Positions will be created on units/areas where the parties agree.
3. No appointment will be made to a supernumerary position without prior discussion with the Union as to where the supernumerary nurses will be assigned, what will be expected of them, and what mentoring arrangement will apply. The parties agree to discuss this matter without undue delay following the employer's initial request to meet.
4. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 9.06.

5. Such nurses will be full-time and covered by the full-time **provisions of the** collective agreement.
6. The duration of such supernumerary appointments will be for the period of funding (currently 7.5 months) or such other period as the parties may agree, provided such period is not less than twelve (12) weeks.
7. Such nurses can apply for posted positions after the probationary period is completed.
8. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified as casual part-time and this will not be considered a layoff and the nurse will not be reassigned.
9. The Home bears the onus of demonstrating that such positions are supernumerary.
10. The Union will be provided with such written information as it may reasonably require so the Employer can realize the funding regarding such supernumerary position.
11. In the event of a layoff in the area of assignment of the supernumerary nurse, either the Home or the Union may require that the supernumerary nurse shall be first laid off.

New Participants

Chartwell (Queens Gardens)

Agree to delete 15.19 and 16.14 will remain in the Collective Agreement – without prejudice or precedent to local bargaining.

Delhi

11.02 (a) “Upon written **request**, leaves of absence ...”

Earl’s Court Village

Article 2.06 (e) – “IF” amended to “If”

Article 4.02 – italicize and remove underline from Ontario Human Rights Code

Article 4.04 (c) – italicize and remove underline from Ontario Human Rights Code

Article 4.05 (a) – italicize and remove underline from Human Rights Code of Ontario and italicize and remove underline from Ontario Human Rights Code

Article 5.01 – italicize and remove underline from Ontario Labour Relations Act

Article 6.01 (d) – replace with template

Article 6.06 (a) – italicize and remove underline from Occupational Health and Safety Act

Article 6.06 (c), (i) iii), (j) i) and iv) - italicize and remove underline from Occupational Health and Safety Act

Article 7.02 – replace with template

Article 9.03 (d) – italicize and remove underline from Employment Standards Act and Human Rights Code

Article 9.04 and 9.05 - italicize and remove underline from Human Rights Code

Article 9.06 (a) – amend by adding “(a)” after “Article 9.07” and delete “If requested”

Article 9.17 – replace with template

Article 11.02 (a) – insert template language as (ii) and replace (b) and (c) with template

Article 11.04 (d) – italicize and remove underline from Ontario Human Rights Code

Article 11.05 (a) – italicize and remove underline from Employment Standards Act

Article 11.05 (d) and (h) – remove effective date and (g) italicize and remove underline from Employment Standards Act

Article 11.08 - italicize and remove underline from Employment Standards Act

Article 11.10 (f) and (i) - italicize and remove underline from Employment Standards Act

Article 14.01 – delete preamble (confirm disability income protection plan is implemented) and remove effective date

Article 14.05 – maintain central not standard language – “A Nurse who becomes ill during a shift shall be paid her full day’s pay if she works one half of the shift or more. Otherwise she will be paid for the time she actually worked and she will be eligible for sick pay for the remainder of the shift.”

Article 15.11 (d) – number paragraphs (i) and (iv) (should be ii not iv fix template)

Article 15.12 – add bullets to bullet points in accordance with the template

Article 16.07 (a) and (b) - remove effective dates and replace with template and in (b) weekend premium to replace with template (\$1/hour immediately effective not before June 1, 2016)

Article 16.08 (a) insert template language

Article 17.01 (b) – remove Effective February 1, 2016

Article 17.01 (c) **~~Effective February 1, 2016~~**
The Employer agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under a group life insurance plan providing for ~~twenty thousand dollars (\$20,000.00) coverage. Effective April 1, 2016, the coverage will increase to two times (2x) the annual salary.~~ **This will include Accidental Death and Dismemberment for full-time employees.**

Article 18.01 – remove effective date

Article 20.03 – insert template (f) and (g)

Article 20.05 – insert full template language

Article 20.11 – delete

Article 21.03 – remove bolding

Letter of Understanding – Uniform Allowance – delete letter of understanding upon expiry of the current collective agreement

Appendix A – delete “Seventy (70) cents in lieu of health and welfare benefits and sick leave benefits and remove effective date, insert “The eight and one-half percent...”

Extencicare Blackadar Continuing Care Centre

Clauses different for RPNs – to be renewed unless otherwise specified. 2.10, 13.01, 13.02, 16.07, 1701 (c), 19.01, 22.03 (c), Appendix A.

Extencicare Rouge Valley

Article 14.04 (a) – (d) – maintain sick leave banks

Article 16.07 (a) and (b) – remove effective dates

Letters of Understanding – Total Bargaining Unit RN Hours – renew both letters of understanding.

Finlandia RPNs

Clauses different for RPNs – to be renewed unless otherwise specified.

2.09, 2.10, 9.07, 9.10, 9.11, 11.04 (a), 12.04, 12.06, 13.01, 13.02, 14.04, 14.05, 15.01, 15.04, 15.12, 16.04, 16.07, 17.01 (b), 18.01, 19.01, 20.09, 22.03, 22.06, 22.07, Schedule “D”, Appendix “A”.

Finlandia Hoivakoti Nursing Home (RNs)

11.11 The Home agrees to introduce a prepaid leave plan program, funded solely by the employee, subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Director of **Nursing Care** at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined by local negotiations. The year for purposes of the program shall be September 1st of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Home.
- (d) Written applications will be reviewed by the Director of **Nursing Care** or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Home. **The employee will be given a statement every year of the amount of the accrued interest.**
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Home and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee

shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating.

- (i) An employee may withdraw from the plan at any time during the deferred portion provided three (3) months' notice is given the Director of **Nursing Care**. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Home plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Home will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Home is unable to find a suitable replacement, it may postpone the leave. The Home will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The employee will be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (m) Final approval for entry into the prepaid leave program will be subject to the employee entering into a formal agreement with the Home in order to authorize the Home to make the appropriate deductions from the employee's pay. Such agreement will include:
 - i) a statement that the employee is entering the pre-paid leave program in accordance with Article ~~11.10~~ **11.11** of the Collective Agreement.
 - ii) the period of salary deferral and the leave period for which is requested.
 - iii) the manner in which the deferred salary is to be held.

The letter of application from the employee to the Home to enter the prepaid leave program will be appended to and form part of the written agreement.

Foyer des Pionniers

11.11 Pre-Paid Leave Plan

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

- (a) The plan is available to nurses wishing to spread two (2) years' salary over a two and one half (2½) year period, in accordance with Part LXVIII of the *Income Tax Regulations*, Section 6801, to enable them to take a six (6) month leave of absence following the two (2) years of salary deferral.

- (b) The nurse must make written application to the Administrator at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) One nurse may be absent at any one time.
- (d) Written applications will be reviewed by the Administrator or designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the two (2) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her or him until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer. **The employee will be given a statement every year of the amount of the accrued interest.**
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the two (2) years of salary deferral. During the six (6) months of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time nurses shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Administrator. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the nurse within a reasonable period of time.
- (l) The nurse will be reinstated to her or his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job.

- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article ~~11.08~~ **11.11** of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

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

Henley House Long Term Care

Article 2.06 – maintain current 2.06 with reference to Letter of Understanding – Staffing Levels

Article 9.06 (a) – remove bolding

Article 11.02 – insert full template language

Article 11.04 (a) – (f) – maintain existing superior language on bereavement

Article 13.01 and 13.02 – replace with template

Article 14.04 – maintain sick leave banks

Article 14.06 – maintain central not standard language “If an employee reports to work and due to illness leaves the workplace after having worked six (6) hours, she or he will suffer no loss of wages for the full tour.”

Article 16.05 – removing bolding and maintain “or by voicemail messaging”

Article 16.07 (a) and (b) – remove “Effective on the first pay roll following ratification and or award,”

Article 17.01 (b) – remove “Effective date of ratification,”

Article 17.01 (c) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under a group life insurance plan providing for twice annual (2x) salary. **~~This will include Accidental Death and Dismemberment for full-time employees. AD&D benefit up to a maximum of \$250,000.00.~~**

Article 17.03 (l) – delete the second paragraph – no existing LTD provisions

Article 18.02 – remove “Effective first full payroll period in February 2015,”

Appendix A – remove lump sum payments and July 2012 and June 2014 wage grid

Letter of Understanding – New Certifications – remove bolding

Letter of Understanding – Personal Leave Day – renew letter of understanding

Letter of Understanding – Staffing Levels – renew letter of understanding

Letter of Understanding – Full Time Employees as of June 24, 2014 A2.02 – renew and amend letter of understanding

“As of the June 24, 2014, those employees who are currently scheduled to work 60 hours or more but less than 75 hours bi-weekly and are categorized as full-time shall be grandfathered for all purposes under this agreement until such time as the employee posts out of the position, at which time the employee shall be subject to the definition clauses in **Article 2.02**.”

As of May 18, 2016 these nurses are:

**Rouslana Herner
Megan Jones Ottaway**

For clarity, these nurses will receive vacations with pay based on length of full-time continuous service as outlined in Article 13.01 and they will not be paid vacation pay as a percentage of gross earnings.”

Letter of Understanding – RRSP – delete

Letter of Understanding – Renewal of Central Nursing Home Agreement – delete

Leisureworld Caregiving Centre Altamont

11.11 Pre-Paid Leave Program

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

- (a) The Plan is available to nurses wishing to spread four (4) year’s salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Director of **Resident** Care at least four (4) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be one at each Home. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse and the Employer.
- (d) Written applications will be reviewed by the Director of **Resident** Care or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. The Director of **Resident** Care or her designate shall reply to the request(s) at least three (3) months prior to the intended commencement date of the program.

- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the Plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer. The nurse will be given a statement every year of the amount of the accrued interest.
- (g) All deferred salary, plus accrued interest, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave seniority will accumulate in accordance with Article 9.03. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating.
- (i) A nurse may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given the Director of **Resident** Care. Deferred salary, plus accrued interest, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The nurse shall give ninety (90) days' notice of intent to return.
- (m) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (n) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article ~~11.09~~ **11.11** of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

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

Leisureworld Caregiving Centre Cheltenham

11.11 Pre-Paid Leave Program

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

- (a) The Plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Director of **Resident** Care at least four (4) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be one at each Home. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse and the Employer.
- (d) Written applications will be reviewed by the Director of **Resident** Care or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. The Director of **Resident** Care or her designate shall reply to the request(s) at least three (3) months prior to the intended commencement date of the program.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the Plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer. The nurse will be given a statement every year of the amount of the accrued interest.
- (g) All deferred salary, plus accrued interest, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (i) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave seniority will accumulate in accordance with Article 9.03. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating.
- (j) A nurse may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given the Director of **Resident** Care.

Deferred salary, plus accrued interest, will be returned to the nurse, within a reasonable period of time.

- (k) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (l) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (m) The nurse shall give ninety (90) days' notice of intent to return.
- (n) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (o) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article ~~11.09~~ **11.11** of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

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

Leisureworld Caregiving Centre Mississauga

11.11 Pre-Paid Leave Program

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

- (a) The Plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Director of **Resident** Care at least four (4) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.

- (c) The number of nurses that may be absent at any one time shall be one at each Home. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse and the Employer.
- (d) Written applications will be reviewed by the Director of **Resident** Care or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. The Director of **Resident** Care or her designate shall reply to the request(s) at least three (3) months prior to the intended commencement date of the program.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the Plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer. The nurse will be given a statement every year of the amount of the accrued interest.
- (g) All deferred salary, plus accrued interest, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave seniority will accumulate in accordance with Article 9.03. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating.
- (i) A nurse may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given the Director of **Resident** Care. Deferred salary, plus accrued interest, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The nurse shall give ninety (90) days' notice of intent to return.
- (m) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.

- (n) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
- i) A statement that the nurse is entering the pre-paid leave program in accordance with Article ~~11.09~~ 11.11 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

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

Leisureworld Caregiving Centre Oxford

11.11 Pre-Paid Leave Program

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

- (a) The Plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
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- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer. The nurse will be given a statement every year of the amount of the accrued interest.

- (g) All deferred salary, plus accrued interest, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave seniority will accumulate in accordance with Article 9.03. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating.
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- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The nurse shall give ninety (90) days' notice of intent to return.
- (m) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (n) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article ~~11.09~~ **11.11** of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

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

Leisureworld Caregiving Centre Rockcliffe

11.11 Pre-Paid Leave Program

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

- (a) The Plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
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- (d) Written applications will be reviewed by the Director of **Resident** Care or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. The Director of **Resident** Care or her designate shall reply to the request(s) at least three (3) months prior to the intended commencement date of the program.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the Plan.
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- (g) All deferred salary, plus accrued interest, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
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- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, will be returned to the nurse within a

reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.

- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
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 - iii) The manner in which the deferred salary is to be held.

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

Leisureworld Caregiving Centre Tullamore

11.11 Pre-Paid Leave Program

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

- (a) The Plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
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- (d) Written applications will be reviewed by the Director of **Resident** Care or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. The Director of **Resident** Care or her designate shall reply to the request(s) at least three (3) months prior to the intended commencement date of the program.
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- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer. The nurse will be given a statement every year of the amount of the accrued interest.
- (g) All deferred salary, plus accrued interest, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
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- i) A statement that the nurse is entering the pre-paid leave program in accordance with Article ~~11.09~~ 11.11 of the Collective Agreement.
- ii) The period of salary deferral and the period for which the leave is requested.
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The letter of application from the nurse to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

OMNI Forest Hill (RN and RPN)

Delete 1st and 3rd paragraph of Article 13.01 effective date language, italicize June 30th, remove “of any given year” to bring to template.

Delete last word “Arial” in RN section of 13.02.

Delete 16.17 (c) because duplicated 15.04

Delete effective date in 17.02 (c) and 18.02

Maintain 19.01 (a) (i) and (ii) applicable to RPN.

Delete effective date in 22.03

Maintain 22.03 (c)

Delete effective date for RN percent in lieu.

Delete RPN lump sum language.

River Glen Haven Nursing Home

13.01 (c), (e) and (f) - housekeeping needed to eliminate effective dates and incorporate template language.

14.04 - remove existing reference to prior sick leave plan and renumber the remainder of the clause.

17.01 - housekeeping, remove the first paragraph.

18.01 - housekeeping, remove the first paragraph.

Appendix A - Remove implementation note after the grid, initial placement on the grid, and insert template language for Percentage in Lieu.

Sherwood Court Long Term Care Centre

Article 2.08 – insert second template paragraph

Article 2.10 – italicize and remove underline from Regulated Health Professions Act, and the Nursing Act

Article 4.02 – replace with template

Article 4.03 – italicize and remove underline from Ontario Human Rights Code

Article 4.04 (a) – replace with template

Article 4.04 (c) – italicize and remove underline from Ontario Human Rights Code

Article 4.05 (a) – italicize and remove underline from Human Rights Code and Ontario Human Rights Code

Article 4.06 – insert from template

Article 6.01 (d) and (e) – replace with template

Article 6.05 – replace with template

Article 6.06 (a), (c), (j) i) and iv) – italicize and remove underline from Occupational Health and Safety Act

Article 6.06 (b) – replace with template

Article 7.02 – replace with template

Article 9.01 (a) and (b) – insert reference to Article 11.10 and italicize and remove underline from Human Rights Code

Article 9.03 (d) – italicize and remove underline from Employment Standards Act and Human Rights Code

Article 9.04 and 9.05 - italicize and remove underline from Human Rights Code

Article 9.08 – replace with template

Article 9.15 – italicize and remove underline from Employment Standards Act

Article 9.17 – replace with template

Article 11.02 (a) – insert full template language

Article 11.02 (b) and (c) – replace with template

Article 11.03 – insert template (d)

Article 11.04 (a) – insert second template paragraph

Article 11.04 (c) – insert “step-parent”

Article 11.04 (d) - italicize and remove underline from Ontario Human Rights Code

Article 11.05 (a), (d), and (g) - italicize and remove underline from Employment Standards Act

Article 11.05 – insert template (i)

Article 11.06 – amend title “Jury and Witness Duty”

Article 11.07 – replace with template
Article 11.08 (a) - italicize and remove underline from Employment Standards Act
Article 11.09 - italicize and remove underline from Employment Standards Act
Article 11.10 (f) - italicize and remove underline from Employment Standards Act
Article 11.10 (h) – insert “hours” after “average”
Article 11.01 (i) - italicize and remove underline from Employment Standards Act and Human Rights Code
Article 11.04 (c) – insert “step-parent”
Article 13.02 – replace with template
Article 14.04 – maintain LTD superior condition
Article 14.02 (c) – replace with template
Article 15.11 – replace with template
Article 16.07 (a) and (b) – remove “Effective date of ratification/award,”
Article 16.13 – insert template and renumber the remainder of the article
Article 17.01 (b) – maintain hearing aids \$300/every 5 years superior condition
Article 17.01 (c) – maintain AD&D 2x annual salary to age 70 superior condition
Article 17.02 – maintain superior condition on AD&D referenced in 17.01 (c)
Article 20.01 – replace with template
Article 20.03 – insert template (f) and (g)
Article 20.05 – replace with template
Article 20.06 and 20.08 – delete and renumber remainder of the article
Article 20.10 – insert template liability insurance
Article 21.03 – replace with template
Appendix A – move to first attachment, delete preamble
Appendix B – replace with template
Appendix C – delete
Letter of Understanding – New Certifications – move to first letter of understanding and replace with template
Letter of Understanding – Liability Insurance – delete letter of understanding

Letter of Understanding – Supernumerary Positions – replace with template
Letter of Understanding – Internationally Educated Nurses – insert template

Letter of Understanding – Grievance Commissioner System – insert template

Letter of Understanding – Central Committee on Violence in the Workplace – insert template

Letter of Understanding – Joint Advocacy – insert template

Schedule A – insert template

Schedule B – replace with template

Sienna

Compression stockings note: ONA and Sienna agree to meet to discuss the issue of compression stockings and the feasibility of a cap. If the parties are unable to reach agreement on the issue, Arbitrator Kaplan will remain seized to resolve the dispute.

Southbridge Chelsey Park Oxford

11.11 Pre-Paid Leave Program

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

- (a) The Plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
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- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the Plan.

- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer. The nurse will be given a statement every year of the amount of the accrued interest.
- (g) All deferred salary, plus accrued interest, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave seniority will accumulate in accordance with Article 9.03. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating.
- (i) A nurse may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given the Director of **Resident** Care. Deferred salary, plus accrued interest, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The nurse shall give ninety (90) days' notice of intent to return.
- (m) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (n) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article ~~11.09~~ **11.11** of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

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

Sunnycrest Nursing Home

16.14 *Employees shall be scheduled to receive every second weekend off.*

- (a) *Employees shall be paid time and one-half (1½) for all hours worked on a second consecutive weekend ~~and every successive weekend~~ worked ~~until the employee receives a weekend off~~, save and except where:*
- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or*
 - ii) such employee has requested weekend work; or*
 - iii) such weekend is worked as a result of an exchange of tours with another employee*

Valley Manor

Clauses different for RPNs – to be renewed unless otherwise specified.

9.11, 9.18, 13.01, 13.03 (b), 15.12, 16.07 (a) and (b), 17.01 (b), 18.01, Article 19.01, 22.03, 22.04, Appendix A RPN Percentage in Lieu

Ensure the first paragraph in 19.01 is inserted in the collective agreement.

Watford Quality Care Centre

Delete effective date 11.05 (d) and (h).

Delete note and effective date in 14.01.

Amend language in 16.07 (a) and (b) to template

Maintain superior benefit in 17.01(c) re: AD&D.

- (c) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under a group life insurance plan providing for a minimum of twice annual (2x) salary. **AD&D benefit of \$20,000.00.**

17.02 Notwithstanding Articles 14 and 17, full-time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- 14.01 (a)
- 17.01 (b) EHC
- 17.01 (c) Reduce life insurance by 50% to the equivalent of one times (1x) salary **and AD&D reduced by 50%.**
- 17.01 (d) Dental

In any event, once an employee reaches age 70 and she continues to be employed she shall automatically be placed on the percentage-in-lieu as per Schedule "A" for all items now included in the payment.

Delete implementation/effective note in Article 18 and 18.02

Delete effective date in 22.06 (b)

Delete implementation/grid placement/effective date and signing bonus language in Appendix A

Delete LOU Re: Consent to Alter

Wildwood Care Centre Inc.

Clauses different for RPNs, HCAs and GAs to be renewed unless otherwise specified.

2.08, 9.01, 9.11, 9.13 9.18, 13.01 and 13.02, 16.07 (a) and (b), 17.01 (b) and (c), 18.01, Article 19.01, 22.03, 22.06, 22.09, Appendix A RPN/HCA/GA Percentage in Lieu