



# Highlights of Negotiated Settlement Between ONA and PARTICIPATING NURSING HOMES

TERM: July 1, 2016 to June 30, 2019

## 1. Compensation

- Effective July 1, 2016: 1.4% across the board increases for all classifications, including allied
- Effective July 1, 2017: 1.4% across the board increases for all classifications, including allied.
- Effective July 1, 2018: 2% across the board increases for all classifications, including allied.

### RN Salary Grid (Full-time):

- Effective July 1, 2016: \$28.71 to \$43.46
- Effective July 1, 2017: \$29.11 to \$44.07
- Effective July 1, 2018: \$29.69 to \$44.95

### RN Salary Grid (Part-time, including 8.5% in lieu of benefits):

- Effective July 1, 2016: \$31.15 to \$47.15
- Effective July 1, 2017: \$31.58 to \$47.82
- Effective July 1, 2018: \$32.21 to \$48.77

### Registered Nurse – Full-time

Step	July 1, 2015	July 1, 2016	July 1, 2017	July 1, 2018
Start	\$28.31	\$28.71	\$29.11	\$29.69
1 Year	\$29.53	\$29.94	\$30.36	\$30.97
2 Years	\$30.49	\$30.92	\$31.35	\$31.98
3 Years	\$32.12	\$32.57	\$33.03	\$33.69
4 Years	\$33.42	\$33.89	\$34.36	\$35.05
5 Years	\$35.02	\$35.51	\$36.01	\$36.73
6 Years	\$36.56	\$37.07	\$37.59	\$38.34
7 Years	\$39.66	\$40.22	\$40.78	\$41.60
8 Years	\$42.86	\$43.46	\$44.07	\$44.95

Maintain the same percent differential for other classifications.

### Registered Nurse – Part-time (Including 8.5% in lieu)

Step	July 1, 2015	July 1, 2016	July 1, 2017	July 1, 2018
Start	\$30.72	\$31.15	\$31.58	\$32.21
1 Year	\$32.04	\$32.48	\$32.94	\$33.60
2 Years	\$33.08	\$33.55	\$34.01	\$34.70
3 Years	\$34.85	\$35.34	\$35.84	\$36.55
4 Years	\$36.26	\$36.77	\$37.28	\$38.03
5 Years	\$38.00	\$38.53	\$39.07	\$39.85
6 Years	\$39.67	\$40.22	\$40.79	\$41.60
7 Years	\$43.03	\$43.64	\$44.25	\$45.14
8 Years	\$46.50	\$47.15	\$47.82	\$48.77

### Sample Registered Practical Nurse

Wildwood Care Centre, Finlandia Nursing Home Limited, Valley Manor

Step	July 1, 2015	July 1, 2016	July 1, 2017	July 1, 2018
450 Hours Probation	\$20.69	\$20.98	\$21.27	\$21.70
Start	\$21.32	\$21.62	\$21.92	\$22.36
1 Year	\$21.95	\$22.26	\$22.57	\$23.02
2 Years	\$23.21	\$23.53	\$23.86	\$24.34
3 Years	\$24.67	\$25.02	\$25.37	\$25.88

**Article 16.02:** Hours worked in excess of 7.5 hours on a paid holiday or on a premium pay shift shall receive two (2) times their hourly rate for all additional hours.

**Article 16.13:** Clarified language providing all employees the option of equivalent time off at premium rates in lieu of premium pay. Accumulation up to a maximum of two (2) lieu days at any one time during the year; the bank can be replenished.

**Article 18.01 (d):** Language ensuring pension contributions on paid union leave.

### Retroactivity (Article 22.02)

- To be paid within 4 full pay periods of the date of the ratification of the settlement.
- To be paid on a separate cheque where payroll systems allow.
- Payable to former Employees if they apply within 60 days of being notified of eligibility by the Employer.

## 2. Benefits

- Article 17.02 - Effective date of ratification, full-time employees working past age 65 will be given a one-time option to continue with the benefits or elect to receive the percentage-in-lieu.

## 3. Workload, Professional and Job Security Issues

- Article 2.06: Staffing language and Bargaining Unit protection clauses maintained and will apply to new participants.
- Article 19.02: Bargaining Unit employees shall not be responsible for discipline of Bargaining Unit or non-Bargaining Unit employees.
- New Letter of Understanding: Professional Responsibility – ensures that professional responsibility concerns are resolved expeditiously by the workplace parties.
- Letter of Understanding: Supernumerary Positions – renew and update.
- Letter of Understanding: Internationally Educated Nurses – renew and update.
- Independent Assessment Committee Chairs – parties will continue to meet to update roster.

## 4. Leave Issues

- Article 11.02 (e): The Union must reimburse the employer the cost for Union leaves (Local, Board of Directors and Local Coordinator) including salary and pension, vacation and benefit reimbursement capped at 19%.
- Article 11.02 (f): ONA staff leave – an employee with at least two years' full-time equivalent service may be granted an unpaid leave for a secondment or a temporary staff position. During such leave of absence all salary, benefits, pension and vacation will be kept whole. Union to reimburse Employer for salary and contributions to benefits unless the Union decides to take sole responsibility for these obligations.
- Article 11.03 (d): Professional leave – full-time and regular part-time RPNs selected to or appointed to the Registered Practical Nurses' Association of Ontario (RPNAO) will be granted unpaid professional leave to attend the College of Nurses or the RPNAO.
- Article 11.05 (h): Parental leave 28-week cap removed to determine the amount of payment.
- Article 11.07: Leaves without pay will be granted when employees are appointed as MOHLTC Inspectors.
- Article 13.07 (d) and (e): Vacation interruption – where an employee's scheduled vacation is interrupted by jury and witness duty; the portion of employee's vacation that is jury and witness duty

will not be counted against the employee's vacation credits.

- Article 14.05: Notification of Illness – employees absent due to personal illness on the afternoon or night shift must notify the employer three (3) hours prior to commencement unless impossible.

## 5. Occupational Health and Safety

- Article 6.07: Local parties will consider appropriate measures to address violence in the workplace including alerting employees about a person with a known history of aggressive behaviours by means of electronic and flagging systems, verbal communication and alerts as well as communication, education, training and reporting all incidents of violence.
- Letter of Understanding for Central Committee to develop Best Practice recommendations to address violence in the workplace has been renewed.
- Letter of Understanding for a Central Joint Advocacy Committee to develop strategies to advocate to government for appropriate resources to address the care needs of residents with aggressive and/or violent behaviours has been renewed.

## 6. Human Rights

- Article 2.08: No automatic termination by reason of failure to obtain registration from the College of Nurses where a violation of the *Human Rights Code* is alleged.
- Article 9.04: Seniority will neither be lost nor gained when on sick leave not paid by the employer for a period of up to thirty-six (36) months and when in receipt of WSIB for longer than twenty-four (24) months and up to thirty-six (36) months (both increased from 30 months).
- Article 21.04: Influenza vaccines clause will be interpreted in a manner consistent with the *Ontario Human Rights Code*.

## 7. Enforcement

- Article 21.09: Electronic paystubs and T-4s slip – the employer will provide accessibility to a computer and printer or a hard copy.

## 8. Administrative, Editorial and Housekeeping

- Employee representative changed to Union representative.
- Article 11.11: updated pre-paid leave provisions.
- Renewed Letter of Understanding on Central Negotiating Team, Transfers between Homes within Chain, Pilot Project – One Employer Two Homes Employment Opportunities, Secondment, Grievance Commissioner System and New Certification.
- A number of other minor editorial and housekeeping changes were made.