

MEMORANDUM OF SETTLEMENT

BETWEEN:

THE PARTICIPATING HOMES
(Hereinafter referred to as the "Homes")

AND:

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

In accordance with the terms of the Memorandum of Conditions for Joint Bargaining, signed on May 19, 2016, the Central Negotiating Teams representing the Participating Homes as identified in Appendix "A" therein and Ontario Nurses' Association hereby agree to recommend to their respective principals for ratification, the following terms and conditions as full and final settlement of all central matters at issue.

The date of ratification of this Memorandum of Settlement shall be the date of receipt of written notification by both parties, which shall be no later than November 4, 2016.

Unless specifically detailed otherwise, all issues become effective date of ratification.

1. All items in agreement attached hereto and forming part of this Memorandum:

- ❖ Items in Agreement dated May 16, 2016
- ❖ Items in Agreement dated May 17, 2016
- ❖ Items in Agreement dated May 18, 2016 (2 packages)
- ❖ Items in Agreement dated May 19, 2016 (2 packages)
- ❖ Items in Agreement dated May 30, 2016
- ❖ Items in Agreement dated June 2, 2016 (2 packages)
- ❖ Items in Agreement dated October 15, 2016 (2 packages)

2. Items in Agreement October 16, 2016

For Central Participants prior to the 2009 round

2.06 (a) - (f) – status quo

~~The Homes further agree to provide the data for the staffing complement under this provision by June 1, 2009 and the Union agrees to confirm the data and/or propose changes by June 30, 2009. The Davie Board will remain seized to deal with any implementation issues under this provision.~~

For new Central Participants in the 2011 round

2.06 (a) - (f) – status quo

~~The Homes further agree to provide the data for the staffing complement under this provision by January 15, 2012 and the Union agrees to confirm the data and/or propose changes by February 15, 2012. The Stanley Board will remain seized to deal with any implementation issues under this provision.~~

For new Central Participants in the 2014 round without the standard language (i.e., OMNI, Garden Terrace).

2.06 (a) - (f) – status quo

~~The Homes further agree to provide the data for the staffing complement under this provision by March 18, 2015 and the Union agrees to confirm the data and/or propose changes by April 18, 2015. The Davie Board will remain seized to deal with any implementation issues under this provision.~~

For new Central Participants in the 2016 round without the standard language.

- 2.06 (a) The Employer will assign at least the same number of total bargaining unit RN hours that are equal to those hours that were scheduled in the last week ending prior to **October 14, 2016**. For clarity, this includes existing vacancies.
- (b) In the event the Employer cannot meet their ongoing obligation for scheduled RN hours in part (a) above, it shall so notify the Union and fully disclose the reasons thereof.
- (c) If the failure to staff is a legitimate recruitment issue, there shall be no violation of this Agreement. The Employer will make reasonable efforts to recruit a replacement and will provide the Union with an outline of recruitment activities.
- (d) Further, if there is a reduction in beds, occupancy levels or CMI or its equivalent below the levels in effect as of **October 14, 2016**, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is proportionate.
- (e) If there is any other reason for the failure to staff in accordance with this article, the Union and Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.
- (f) The Arbitrator/Arbitration Board will have authority to determine whether the reduction in staffing was appropriate and shall have jurisdiction to award an appropriate remedy.

The Homes further agree to provide the data for the staffing complement under this provision by **January 15, 2017** and the Union agrees to confirm the data and/or propose changes by **February 15, 2017**. **Arbitrator Kaplan** will remain seized to deal with any implementation issues under this provision.

- 17.02 (a) 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 **(one-half AD&D where such a provision exists)**
 - 17.01 (d) Dental

- (b) Effective date of ratification, full-time employees who continue to be employed past age 65 shall be given a one-time option to continue with the benefits as described in part (a) above, or the employee can elect to receive the percentage-in-lieu as per Appendix "A" for all items now included in the payment.

For clarity, once the full-time employee has elected to no longer receive benefits, the employee will not be able to participate in the benefit plans at a subsequent date.

- (c) 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 Appendix "A" for all items now included in the payment.

19.01 For Valley Manor only – ensure the first paragraph in 19.01 is inserted in the collective agreement.

23.01 This Agreement shall continue in effect until June 30, 2019 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.

APPENDIX A – RATES OF PAY

Note: Across the board wage increases effective July 1, 2016 of 1.4%, July 1, 2017 of 1.4% and July 1, 2018 of 2%.

Registered Nurse

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 ~~of RNs~~.

Add grids of any other classifications in the bargaining unit. Include the across-the-board wage increases for all classifications effective July 1, 2016 (1.4%), July 1, 2017 (1.4%) and July 1, 2018 (2%).

NEW Letter of Understanding – Professional Responsibility

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

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

The parties agree that resident care is enhanced if concerns relating to professional practice and workload are resolved in a timely and effective manner. The parties acknowledge that in most cases they will be able to find a resolution to these concerns. In exceptional circumstances, where concerns are not resolved, either party may proceed to an IAC hearing as they are entitled to under Article 19.01 of the Collective Agreement.

Note: The parties agree to meet to discuss the following Independent Assessment Committee Chairpersons. The parties agree to revise and update the list to ensure that an adequate number of Chairpersons are available. If the parties are unable to reach agreement on the revised list, Arbitrator Kaplan will remain seized to resolve the dispute.

Names remain in dispute

APPENDIX "B" – INDEPENDENT ASSESSMENT COMMITTEE CHAIRPERSONS

Ms. Anitta Robertson
Registered Nurses Association of Ontario
488 University Avenue, Suite 1600
Toronto, ON M5G 2K8
Telephone: (416) 599-1925, ext. 216
Fax: (416) 599-1926
E-mail: aandrobertson@sympatico.ca

~~Ms. Joan Cardiff
40 Prince Albert Street
OTTAWA ON K1K 2A4
Telephone: 613-742-7437~~

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

~~Ms. Jayne Harvey
President and CEO of FCS International
158 Casimir Street, Suite 100
Port Perry, ON L9L 1B7
Telephone: (905) 985-6811
Fax: (905) 985-6804
Email: jharvey@fcsinternational.com~~

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.

NEW PARTICIPANTS**Earls Court Village**

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.**

Extendicare Rouge Valley

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

Henley House Long Term Care

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

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.**

Letter of Understanding – Staffing Levels – renew letter of understanding

OMNI Forest Hill (RN and RPN)

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

Sherwood Court Long Term Care Centre

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

Article 14.04 – maintain LTD superior condition

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)

Watford Quality Care Centre

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.

DATED at Toronto, Ontario, this 16th day of October, 2016.

ON BEHALF OF THE
ONTARIO NURSES' ASSOCIATION:

ON BEHALF OF THE
PARTICIPATING NURSING HOMES:

Jan Huel

William Timmons ONA 1ST VP

Bob Mathias

Maureen Kelly

Sandra Kieavit

Mary Clark

Shelley Vandenberg

Katy Ypsil

Matthew Stout

Mary Pymont

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Steve Parker

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Peter Van

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Mike [Signature]
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