

COLLECTIVE AGREEMENT

BETWEEN:

**CANADIAN MENTAL HEALTH ASSOCIATION
WINDSOR-ESSEX COUNTY BRANCH
(Hereinafter referred to as "the Employer" or "Employer")**

AND:

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

EXPIRY: March 31, 2021

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Nurse Practitioners (NPs) covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes; and to establish and maintain mutually satisfactory salaries, hours of work, and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 The Employer will not propose and/or enter into any agreement with a Nurse Practitioner that pertains to any terms or conditions of employment that contravene the Collective Agreement. Any such agreement shall be null and void.
- 1.03 It is recognized that Employees wish to work together with the Employer to secure the best possible health care and health protection for clients.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all nurse practitioners employed by the Canadian Mental Health Association Windsor-Essex County Branch, in the County of Essex, save and except supervisors, persons above the rank of supervisor and employees covered under an existing collective agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management of the workplace and the direction of the workforce are fixed exclusively with the Employer and shall remain solely with the Employer except as limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discharge Employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) Determine the schedule, work assignments and the methods of doing the work;
 - (d) Put into effect, enforce and alter reasonable rules and regulations governing the conduct of the Employees; and
 - (e) Generally to manage the Employer's operation and, without restricting the generality of the foregoing, plan, direct and control operations, determine the number of personnel required from time-to-time, the standards of performance for all Employees, the methods, procedures and materials

used, schedules of work and all other matters concerning the Employer's operation not otherwise dealt with elsewhere in this Agreement.

- 3.02 Without restricting or limiting the generality of the preceding sub-article, the Employer shall retain all its rights of management not inconsistent with the provisions of this Agreement.
- 3.03 These rights shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement.

ARTICLE 4 - DEFINITIONS

4.01 The following definitions shall be applied to this Agreement:

- (a) A Nurse Practitioner is a Registered Nurse who is required to hold an Extended Class Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act, which must be renewed on or before February 15th of each year.

The Employer will obtain evidence that the Nurse Practitioner's Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the Nurse Practitioner's Certificate of Registration to remain in effect. If the Nurse Practitioner's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, she will be placed on non-disciplinary suspension without pay. If the Nurse Practitioner presents evidence that her Certificate of Registration has been reinstated, she shall be reinstated to her position effective upon presenting such evidence. Failure to provide evidence within ninety (90) calendar days of the Nurse Practitioner being placed on non-disciplinary suspension by the Employer will result in the Nurse Practitioner being deemed to be no longer qualified and the Nurse Practitioner shall be terminated from the employ of the Employer. Termination shall not be the subject of a grievance or arbitration.

- (b) A "full-time NP" shall mean an NP who is employed on a permanent basis and who is scheduled to work 35 hours per week.
- (c) A "regular part-time NP" is an NP who regularly works less than the normal full-time hours and will be available to work on a predetermined basis.

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

ARTICLE 5 - NO DISCRIMINATION

5.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of

their representatives with respect to any NP because of her membership or non-membership in the Union, activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.

- 5.02 The Union agrees that there will be no Union activity, solicitation for membership, or collection of Union dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 5.03 There shall be no discrimination, harassment or workplace violence by the Employer, the Union or any employee and in this regard, the Employer, Union and all employees agree to comply with current Human Rights and Occupational Health and Safety legislation and the Employer's policies.
- 5.04 The Employer and the Union will co-operate in the return to work process for employees returning to work and requiring "accommodation" as prescribed in the provisions of the Ontario *Human Rights Code*.
- 5.05 In recognizing the importance of a healthy work environment, the Employer and the Union will review all Employer policies and processes dealing with violence, harassment and/or discrimination with all new Employees during their orientation period.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

- 6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts so long as this agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 7 - UNION SECURITY

- 7.01 The Employer will deduct from each NP covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union. The deduction period for a part-time NP may be extended where the NP does not receive pay in a particular month.

Where a NP has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided the NP has earnings in the next payroll period.

If the failure to deduct dues results from an error by the Employer, then, as soon as the error is called to its attention by the Union, the Employer shall make the deduction in the manner agreed to by the parties. If there is no agreement, the Employer shall make the deduction in the manner prescribed by the Union.

- 7.02 Such dues shall be deducted monthly and, in the case of newly employed NPs, such deductions shall commence in the month following their date of hire.

- 7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Finance of the Union, or designate, shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified. In the case of any local dues levies, notification will be made by the local treasurer, or designate, and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims for liabilities arising or resulting from the operation of this Article.
- 7.05 (a) The amounts so deducted shall be remitted monthly to the Vice-President Finance, of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made, the NPs' social insurance numbers, and amount of dues deducted. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence.
- (b) The Bargaining Unit President shall be provided with a list of all employees in the bargaining unit by email and shall subsequently be advised by email of any changes to this list, including any new hires, resignations, terminations, new unpaid leaves of absence of greater than one (1) month and returns from leaves of absence.

ARTICLE 8 - UNION INTERVIEW

- 8.01 On commencing employment, an Employee's Manager, or designate, shall introduce the new Employee to the Union Representative. The Union Representative shall be allowed fifteen (15) minutes per Employee, within regular working hours and during an Employee's orientation period, to acquaint the Employee with the Union. The Employer shall schedule these interviews.

ARTICLE 9 - REPRESENTATIVES AND COMMITTEES

- 9.01 The Employer agrees to recognize one (1) Representative of the Union and one (1) alternate for the purpose of conducting Union business. This is not limited to dealing with grievances and conducting Union interviews.
- 9.02 The Union shall notify the Employer in writing of the names of its Union Representatives for all purposes under the Collective Agreement. The Union will notify the Employer of any changes of such personnel before the Employer shall be required to recognize them.
- 9.03 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or any other meetings with the Employer, provided that prior arrangements are made with the Employer. Such representatives shall have

access to the premises only with the approval of the Employer, which will not be unreasonably withheld.

9.04 Union-Management Committee

- (a) There shall be a Union-Management Committee comprised of one (1) member of the Bargaining Unit and one (1) Employer representative.
- (b) The Committee shall meet within two weeks of the request of either party. The meeting will be held during regular centre hours. Agenda items to be discussed shall be exchanged in writing at least five (5) calendar days prior to the meeting.
- (c) The Committee shall promote and provide for effective and meaningful communication of information and ideas; make joint recommendations on matters of concern including the quality and quantity of client care, occupational health and safety issues and professional development plans. Minutes shall be kept of all discussions and signed by both parties.

9.05 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee for the purpose of negotiating renewals of the Collective Agreement.

9.06 Occupational Health & Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Employer in order to prevent accidents, injury and illness.
- (b) The Employer agrees to accept one representative from amongst the employees in the bargaining unit as a member of its current Joint Occupational Health and Safety Committee who if mutually agreeable will be trained to be a certified worker as defined under the Act.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to cooperate in providing necessary information to enable the Committee to fulfil its functions. In addition, the Employer will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least (1) calendar year from the date of appointment. Time off for such representative to attend meetings of the Health and Safety Committee in accordance with the foregoing, shall be granted and any representative attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.

- (f) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices. The Union and the Employer will abide by the terms and conditions of the Occupational Health and Safety Act.
- (g) 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 work time for which she shall be paid by the Employer at her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.
- (h) Where the Employer identifies high risk areas where NPs are exposed to infectious or communicable diseases for which there are available protection medications, such medications shall be provided at no cost to the employee.

9.07

- (a) Members of the above-mentioned committees will experience no loss of pay or benefits for their attendances at meetings with the Employer that are scheduled during the NP's regularly scheduled hours.
- (b) Where meetings of any of the above-mentioned committees are scheduled outside of the NP's regularly scheduled hours, the Employer shall pay the time for such NP's attendance at her regular straight hourly rate of pay.
- (c) In case of the negotiating committee, this will include meetings up to and including conciliation.
- (d) The Employer will not be required to pay the Union Representative or the grievor for time spent at arbitration hearings.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a NP is entitled to be represented by her Union Representative. In the discipline, the Employer shall notify the NP of this right in advance. The Employer also agrees, as a good labour relations practice, in most circumstances it will also notify the local Union.

The Employer agrees that where a NP is required to attend a meeting with the Employer that may lead to disciplinary action, as a good labour relations practice, it will inform the NP of the general purpose of the meeting.

10.02 It is the mutual desire of the parties hereto that complaints of the NPs shall be adjusted as quickly as possible, and it is understood that a NP has no grievance until she has first given the Employer the opportunity of adjusting her complaint.

Such complaint shall be discussed with the Employer within nine (9) calendar days after the circumstances giving rise to it have occurred. If the complaint is not settled, it shall be taken up as a grievance within nine (9) calendar days of the discussion in the following manner and sequence:

STEP NO. 1

The NP may submit a written grievance, signed by the NP, to the Manager or designate. The grievance shall be on a prescribed Union form and shall identify the nature of the grievance, the provisions of this Agreement which are alleged to have been violated and the remedy which is sought. The Manager or designate will deliver the decision in writing within nine (9) calendar days following the day on which the grievance was presented to the Manager or designate. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

STEP NO. 2

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Chief Executive Officer or designate. A meeting with them will be held between the Chief Executive Officer or designate and the Union Representative within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Chief Executive Officer or designate may have such counsel and assistance as may be desired at such meeting. The decision of the Chief Executive Officer or designate shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the Step No. 2 grievance reply will be provided to the Labour Relations Officer.

10.03 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting a NP which such NP could have herself instituted and the regular grievance procedure shall not be thereby bypassed. A grievance by the Employer shall be filed with the Union Representative.

10.04 Group Grievance

Where a number of NPs have identical grievances and each NP would be entitled to grieve separately, they may present a group grievance in writing signed by each employee who is grieving to the Chief Executive Officer or designate within fourteen (14) 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 No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

10.05 Discharge Grievance

The release of a probationary staff for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary employee is released for:

- (a) Reasons which are discriminatory;
- (b) Reasons which are in bad faith, namely for exercising a right under this Agreement.

The Employer agrees to meet with the Union Representative to advise of the reasons for the release of a probationary NP within seven (7) days of such release.

A claim by a probationary staff that she has been unjustly released shall be treated as a grievance, provided the NP is entitled to grieve, if a written statement of such grievance is lodged by the NP with the Chief Executive Officer or designate at Step No. 2 within seven (7) calendar days after the date the release is effected and proceed through the grievance procedure as set out in Article 10.02.

- 10.06
- (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty (20) working days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.
 - (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

10.07 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the NPs.

10.08 Union grievances shall be on the form set out in Appendix 1. Alternately, the local parties may agree to an electronic version of this form and a process for signing.

- 10.09
- (a) If the Employer or the Union requests that a grievance be submitted to Arbitration using a sole arbitrator, it shall make such request in writing to the other party to this agreement, and at the same time, it shall propose the name of the sole arbitrator. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to

effect such appointment upon application thereto by the party invoking the arbitration procedure.

Once appointed, the sole arbitrator shall have all power as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- (b) If the Employer or the Union requests that a grievance be submitted to Arbitration using a tripartite Board, it shall make such request in writing addressed to the other party to this Agreement, and at the same time, name a Nominee. Within ten (10) working days thereafter, the other party shall name a Nominee and notify the other party. The two (2) Nominees so named shall, within ten (10) working days of the naming of the latter of them, attempt to settle by agreement the selection of an Arbitrator to act as Chairperson of the Arbitration Board. If they are unable to agree on such an Arbitrator, they may then request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.

Once appointed, the Arbitrator shall have all power as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 10.10 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.11 The Arbitration Board shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. This provision does not affect the Board's statutory authority to modify or set aside any disciplinary penalties.
- 10.12 All agreements reached under the grievance procedure between the Employer and the Association will be final and binding upon the Employer and the Association and the employees.
- 10.13 Each of the parties hereto will bear the fee and expenses of the Nominee appointed by it and the parties will equally share the fees and expenses of the sole arbitrator or Chairperson of the Arbitration Board.
- 10.14 (a) The time limits fixed in both the Grievance and Arbitration Procedures may be extended by written mutual consent of the parties to this Agreement.
- (b) Any step of the Grievance Procedure may be waived by written mutual consent of the parties to this Agreement.

ARTICLE 11 – PROFESSIONAL RESPONSIBILITY

- 11.01 In the event the work assigned to a NP is such that she has cause to believe that she is being asked to perform work in a manner that is inconsistent with the

standards established by the College of Nurses, she shall communicate the concern(s) to her Manager as soon as possible or at the latest within ten (10) work days.

If the concerns are not addressed to the satisfaction of both parties, the matter will be referred to the Director of Operations, who shall discuss and attempt to resolve the complaint to the satisfaction of both parties. If the concerns are not resolved the issues may proceed through the grievance procedure.

ARTICLE 12 - ORIENTATION AND IN-SERVICE PROGRAM

- 12.01 The Employer provides a comprehensive orientation of such duration, as it may deem appropriate, taking into consideration the needs of the Employer and the NPs involved.
- 12.02 Both the Employer and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide employees with opportunities to attend related programs.
- 12.03 The delegation of Controlled Acts shall be in accordance with the Regulated Health Professions Act, Medical Directives, and related statutes and regulations and in accordance with guidelines established by the College of Nurses of Ontario from time to time, and any Employer policy related thereto, provided that if the Union is of the opinion that such delegation would be inimical to proper patient care, the Union may refer the issue to the Union Management Committee.
- 12.04 (a) The Employer shall endeavour to provide NPs with an opportunity to attend in-service programs during their regularly scheduled working hours.
- When a NP is on duty and authorized to attend an in-service program at the Employer or required by the Employer to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.
- (b) The Employer will provide for regular staff meetings. NPs will be paid at their regular straight time hourly rate for attendance at such meetings.
- 12.05 NP's may be required, as part of their regular duties, to supervise the activities of students. The Employer and Bargaining Unit Members will collaborate to develop the Guidelines for use of the preceptor stipends. Where a NP is pre-authorized by her Manager to perform nursing NP student supervision duties, the Employer will pay the NP a premium of one dollar (\$1.00) per hour for all hours spent supervising nursing NP students. The Employer reserves the right to limit the number of nursing students to be supervised.

After consultation with the NPs regarding any education opportunities, any remaining dollars from the stipend will be used to purchase program resources (i.e. medical equipment or client/staff education materials) as agreed to by the parties.

Any information that is provided to the Employer by the educational institution with respect to the skill level of the students will be made available to the employees recruited to supervise students.

- 12.06 The Employer shall provide up to four (4) paid days per year to each NP for the purposes of attending courses or training for professional development subject to prior approval from the NP's Manager.

ARTICLE 13 - ACCESS TO FILES

- 13.01 A copy of any completed performance appraisal which is to be placed in a NP's file shall be first reviewed with the NP. The NP shall initial 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. It is understood that such performance appraisal do not constitute disciplinary action by the Employer against the NP.
- 13.02 Each NP shall have reasonable access to her personal file for the purpose of reviewing the contents in the presence of the Employer. A copy of the performance appraisal will be provided to the NP at her request.
- 13.03 The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of a NP, the existence of which the employee was not aware at the time of filing.
- 13.04 Any letter or reprimand, suspension or other sanction will be removed from the record of a NP eighteen (18) months following the receipt of such letter, suspension or other sanction provided the NP's record has been discipline free for one year during which she has worked.
- 13.05 The Peer Feedback Process of the Quality Assurance Program required by the College of Nurses of Ontario

The above referenced Peer Feedback is confidential information which the employee is expected to obtain, by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under Article 13.01.

ARTICLE 14 - SENIORITY

- 14.01 Newly hired full-time NPs shall be considered to be on probation for a period of six (6) months from date of hire.
- Newly hired part-time NPs shall be considered to be on probation for a period of 525 hours worked from date of hire.

The NP shall be given an initial performance assessment at the end of 3 months of employment and then a formal appraisal at 5.5 months. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional thirty (30) days worked and, where requested, the Employer will advise the NP and the Union of the basis of such extension with recommendations for the Nurse Practitioner's professional development. If retained after the probationary period, the NP shall be credited with seniority in the amount of the number of hours worked since date of hire. The Employer shall advise the NPs in writing of the completion of their probationary period.

- 14.02 Seniority lists shall be maintained for all NPs covered by this Agreement who have completed their probationary period. A copy of the Seniority List shall be posted on March 31st and September 30th of each year.

Full-time seniority will be accrued from date of hire subject to Article 14.03.

Part-time seniority will be based on the number of hours worked.

- 14.03 A NP's full seniority and service shall be retained by the NP in the event that she is transferred from full-time to part-time. A NP whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of 1820 hours worked for each year of full-time seniority. A NP whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one year of seniority for each 1820 hours worked. Seniority shall not supercede date of hire.

- 14.04 If a NP's absence without pay from the Employer under Leaves of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the NP will become responsible for full payment of any subsidized NP benefits in which she is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a NP may arrange with the Employer to pay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure her continuing coverage.

Notwithstanding this provision, seniority shall accrue if a NP's absence is due to disability resulting in W.S.I.B. benefits or L.T.D. benefits, to a maximum of twenty four (24) months, including the period of the disability program covered by Employment Insurance.

Seniority for part-time NPs shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) calendar days. The rate of accumulation will be based on the NP's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the NP is not absent due to vacation, pregnancy-parental leave, WSIB, or illness that exceeds thirty (30) consecutive calendar days.

Notwithstanding this provision, seniority and service will accrue and the Employer will continue to pay the premiums for benefit plans for NPs for a period of up to seventeen (17) weeks while a NP is on pregnancy leave under Article 15.07 and for a period of up to sixty-one (61) weeks or sixty-three weeks (63) while a NP is on parental leave under Article 15.08. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to sixty-three (63) weeks while such NP is on parental leave under Article 15.08.

Note 1: The accrual of seniority and service for NPs on pregnancy and parental leave applies to both full-time and part-time NPs.

Note 2: This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

14.05 Seniority shall be retained and accumulate when a NP is absent from work under the following conditions:

- (a) When on a leave of absence with pay;
- (b) When on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;
- (c) When in receipt of paid sick leave, including short-term or long-term disability;
- (d) When in receipt of WSIB benefits for an injury sustained while acting in the course of her employment for Canadian Mental Health Association Windsor-Essex Branch;
- (e) When on pregnancy or parental leave in accordance with the Employment Standards Act, 2000.

14.06 Seniority shall be retained but not accumulate when a NP is absent from work under the following conditions:

- (a) When on an approved leave of absence without pay exceeding thirty (30) continuous calendar days;
- (b) For a period of twenty-four (24) months after layoff;
- (c) On unpaid sick leave;
- (d) In receipt of WSIB Benefits under circumstances other than those mentioned in Article 14.05 (d).

14.07 A NP shall lose all service and seniority and shall be deemed to have quit if she:

- (a) Voluntarily leaves the employ of the Employer, or retires;
- (b) Is discharged and not reinstated through the grievance or arbitration procedure;

- (c) Is laid off continuously for a period of more than twenty-four (24) calendar months;
- (d) Is absent from work without prior permission for three (3) consecutive working days unless a satisfactory reason is given;
- (e) Fails to return to work upon termination of an authorized leave of absence unless a satisfactory reason is given or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (f) Fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail to her last known address as shown on the Employer's records.

14.08 When a permanent vacancy occurs within the bargaining unit or a new position is created, the Employer will, if it decides to fill the vacancy, post notice of the vacancy or new position for a period of seven (7) working days. Such postings are for the purpose of permitting any member of the bargaining unit to make application. At the time of posting, the Employer may seek both internal and external applicants. However, the Employer will not consider any external candidates unless it has determined that there are no internal applicants that can perform the duties of the position.

14.09 Where there is more than one (1) applicant for the posted vacancy or new position, the Employer shall select the successful applicant considering the following factors:

- (i) Skill, ability and qualifications; and
- (ii) Seniority.

Where the applicants are relatively equal on factor (i) above, the NP shall be selected for the posting based on factor (ii). It is understood that any interview process undertaken in making such a determination will be fair, non-discriminatory and not in bad faith.

14.10 Vacancies that are expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident or leaves of absence (including pregnancy/parental) may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time NPs in the bargaining unit on the basis of seniority. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time NPs such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Upon completion of the temporary vacancy, such NP shall be reinstated to her former position.

14.11 Any NP who takes a temporary management assignment for a period not to exceed twelve (12) calendar months, shall have her seniority frozen at the time the temporary management assignment commenced. Upon completion of the temporary management assignment such seniority will be reinstated and accumulation will again commence. NPs in any temporary management assignment will not pay union dues and will not have any rights under the terms of this collective agreement assignment. The twelve (12) month time frame may be

extended by mutual agreement of the Union and the Employer, such agreement is to be in writing.

14.12 The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure has been complied with.

14.13 Copies of all job postings will be provided to the Bargaining Unit President at the time of posting.

14.14 Temporary Replacement

(a) An NP hired as a temporary replacement for a period not to exceed eighteen (18) consecutive months shall be advised in writing at the time of hiring of her temporary status and of her period of employment. Notwithstanding any other term or provision of this Agreement, her employment shall automatically terminate at the end of the specified period. If, however, the Employer decides to offer her permanent employment, her seniority will date from the last date of hire into the bargaining unit.

(b) Temporary employment may be extended in writing on a temporary basis for a specified period by mutual agreement of the parties to this Agreement.

14.15 Layoff

(a) A layoff of NPs shall be made on the basis of seniority.

(b) NPs shall be recalled in the order of seniority, unless otherwise agreed between the Employer and the Union.

(c) All regular part-time and full-time NPs represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new NP is hired into either category.

(d) The Employer shall provide the Union with reasonable notice of any layoff and shall provide individual NPs with notice of layoff in accordance with the *Employment Standards Act*.

14.16 The Employer shall provide the local Bargaining Unit with no less than 90-calendar days' notice of a long-term layoff and shall meet with the local Bargaining Unit to review the following:

(a) The reasons causing the layoff;

(b) The service which the Employer will undertake after the layoff;

(c) The method of implementation including the areas of cut-back and the NPs to be laid off; and

(d) Any limits which the parties may agree on the number of NPs who may be newly assigned to a unit or area.

- 14.17 No work customarily performed by the NPs as set out in this Agreement, shall be performed by another NP not in the Bargaining Unit or contracted out if such contracting out causes NPs in the bargaining unit to work fewer than their normal number of hours, to be laid off, or if such contracting out results in the termination of bargaining unit staff. In the event that a NP leaves the employ of the Employer, the Employer will not unduly delay the search for a satisfactory replacement.

ARTICLE 15 - LEAVES OF ABSENCE

- 15.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Manager or designate. Such requests are to be submitted as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

15.02 Leave for Union Business

The Employer agrees to grant leaves of absence, without pay, to NPs selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings. The cumulative total leave of absence, including both full-time and part-time NPs shall not exceed twelve (12) days (84 hours) during the calendar year. During such leave of absence, the NP's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a full-time or part-time NP except for Provincial Committee meetings which will be billed to the Union within a reasonable period of time. Part-time NPs will receive service and seniority credit for all leaves granted under this Article.

The above is subject to the following conditions:

- (a) Request for such leave shall be made in writing at least two (2) weeks prior to the commencement of the leave, except in unusual circumstances;
- (b) No more than one (1) NP shall be given leave at the same time.

15.03 Leave, President, O.N.A.

Upon application in writing by the Union on behalf of the NP, a leave of absence shall be granted to such NP elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 14.04, there shall be no loss of service or seniority during such leave of absence. During such leave of absence, the NP'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 cost of such salary and applicable benefits. It is understood, however, that during such leave the NP shall be deemed to be an employee of the Ontario Nurses' Association. The NP agrees to notify the Employer of her intention to return to work at least two (2) weeks prior to the date of such return.

15.04 ONA Staff Leave

Upon application in writing by the Union on behalf of an employee 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 14, 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 four (4) 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.

15.05 Bereavement Leave

- (a) In the event of a death of a spouse, including common law spouse, parent, step-parent, child, step-child, sister or brother or step-sister or step-brother, and the "in law" of each of these relations, the NP shall be granted five (5) working days with pay.
- (b) In the event of a death of a nephew, niece, grandparent, grandchild, and the "in law" of each of these relations, of the employee, the employee shall be granted three (3) working days with pay.
- (c) Employees will be entitled to take one (1) day of bereavement leave in the event of the death of the employee's aunt or uncle.
- (d) The NP shall be granted an additional two (2) working days with pay as bereavement leave on an annual basis for the death of any other person and/or pet or for the purposes of extending bereavement leave for those individuals covered in (a) and (b) above.
- (e) Once the NP has exhausted her bereavement leave entitlements, any further bereavement leave requests will be at the discretion of the Employer and, if granted, will be charged to accumulated overtime, vacation, float day, personal day or leave without pay.

15.06 Jury & Witness Duty

If a NP 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 NPs duties at the Employer, the NP shall not lose service/seniority or regular pay because of such attendance and shall not be required to work on the day of such duty provided that the NP:

- (a) Notifies the Employer immediately on the NP's notification that she will be required to attend court;
- (b) Presents proof of service requiring the NP's attendance;

- (c) Deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

15.07

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, as amended from time to time except where amended in this provision.
- (b) The NP shall give written notification at least one (1) month in advance of the date of commencement of such leave, a certificate from a legally qualified medical practitioner, and the expected date of return.
- (c) The NP 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. The NP shall be reinstated to her former position unless the position has been eliminated in which case she shall be given notice of layoff pursuant to Article 14.12.
- (d) NPs newly hired to replace NPs 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, in a permanent position, the NP shall be credited with seniority from date of hire subject to successfully completing her probationary period. The NP shall be credited with tours worked (hours worked for NP whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 14.01 to a maximum of 30 tours (225 hours for NPs whose regular hours of work are other than the standard work day).

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

- (e) The Employer may request a NP 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.

15.08

Parental Leave

- (a) A NP 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 NP who has taken a pregnancy leave under Article 15.07 is eligible to be granted a parental leave of up to sixty-three (63) weeks duration (birth mothers who take pregnancy leave are entitled to up to 61 weeks and all other new parents are entitled up to 63 weeks' leave), in accordance with the *Employment Standards Act*. A NP 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 one (1) year duration, consideration being given

to any requirements of adoption authorities. In cases of adoption, the NP shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request leave of absence, in writing, upon receipt of confirmation of pending adoption. If, because of late receipt of confirmation of the pending adoption, the NP finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (c) The NP shall be reinstated to her or his former position, unless her or his former position has been eliminated in which case she will be given notice of layoff pursuant to Article 14.12.
- (d) NPs newly hired to replace NP's 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, in a permanent position, the NP shall be credited with seniority from date of hire subject to successfully completing her probationary period. The NP shall be credited with hours worked towards the probationary period under Article 14.01 to a maximum of 225 hours.

The Employer will outline to NP's hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

15.09 Education Leave

- (a) A leave of absence without pay, for the purposes of furthering professional nursing career development may be granted on written application by the NP to the Employer or designate. Requests for such leave will not be unreasonably denied, but shall be subject to the Employer's operational requirements.
- (b) A full-time or regular part-time NP shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which NPs are enrolled to upgrade their nursing qualifications.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional nursing career development may be granted at the discretion of the Employer upon written application by the NP to her Manager or his or her designate.
- (d) Regular part-time NPs will be credited with seniority and service for all hours paid for writing examinations, attending courses, workshops or seminars to further career development as provided above.

15.10 Leaves of Absence

Unless otherwise provided for in the Collective Agreement, employees shall receive all leaves of absence as provided for under the *Employment Standards Act*. This includes, but is not limited to, the following leaves:

- (a) Family medical leave;
- (b) Organ donor leave;
- (c) Family caregiver leave;
- (d) Critical illness leave;
- (e) Child death leave;
- (f) Crime-related child disappearance leave;
- (g) Domestic or sexual violence leave; and
- (h) Family responsibility leave; and
- (i) Reservist leave.

15.11 A NP shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario.

The period of the leave may include any scheduled shifts commencing on the day of the examination.

Part-time NPs will be credited with seniority and service for all such hours paid as provided above for the purpose of writing such exams.

Professional leave without pay will be granted to NPs who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

ARTICLE 16 - HOURS OF WORK AND SCHEDULING

- 16.01 The normal hours of work shall be from Monday to Friday. The current hours of work shall continue. The relief and meal periods will be scheduled by the Employer.
- 16.02 The work schedule will be set by the Employer following a discussion with the NPs.
- 16.03 The definition of a weekend for the purpose of this clause will be from 1630 hours Friday until 0830 hours Monday.
- 16.04 All work in excess of thirty five hours and up to forty four (44) hours in a week will be compensated in pay or time off at the rate of time and one-half, at the NP's discretion. Compensatory time off is to be taken at a mutually agreeable time, in consultation with the Manager. It is understood that overtime worked shall be preapproved by the Manager except in cases of emergency, where it shall be subsequently approved.

ARTICLE 17 - PAID HOLIDAYS

- 17.01 The following designated paid holidays will be recognized for the full-time NP:
- | | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday* | Remembrance Day* |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- *June holiday (2nd Friday in June)

* or a day in lieu taken after the holiday	
Float Days must be taken within 6 months of it occurring	
The Director of Human Resources will ensure that a calendar of statutory holidays is circulated to staff at the first of the year.	

- 17.02 Statutory holidays that fall on a Saturday or Sunday will normally be taken on the next working day. The Director of Human Resources will ensure that a calendar of statutory holidays is circulated to NPs at the first of the year. In order to properly service clients and ensure the Employer is not closed more than three (3) consecutive days at Christmas, the Employer will require some staffing in those Christmas seasons when there are four (4) consecutive weekend and/or holiday days. In the event limited NPs are so required, NPs will be offered such work in order of seniority. In the event an insufficient number of NPs volunteer for such work, it will be assigned in reverse order of seniority on a rotating basis. NPs who volunteer or who are required to work on a weekend or statutory holiday pursuant to this Article will be compensated in accordance with the provisions of Article 17.07.
- 17.03 If a paid holiday is observed during a NP's vacation period, or on her regular day off, she shall be granted a lieu day off at her regular straight time hourly rate of pay, on a date to be selected by agreement between the Employer and the NP within sixty (60) days of the holiday.
- 17.04 A holiday shall be deemed to begin at midnight of the preceding day and to end at midnight on the day on which it is observed.
- 17.05 In order to qualify for pay for a holiday, a NP shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer or the NP was absent due to:
- (a) Legitimate illness or accident which commenced within a month of the date of the holiday;
 - (b) Vacation granted by the Employer;
 - (c) The NP's regular scheduled day off;
 - (d) A paid leave of absence provided the NP is not otherwise compensated for the holiday.
- 17.06 A NP on sick leave or in receipt of Workplace Safety and Insurance Board benefits shall not be entitled to holiday pay hereunder for a paid holiday.
- 17.07 NPs who are required to work on a public holiday, as defined in the *Employment Standards Act*, will be given hours off in lieu, at a mutually agreed upon time, equivalent to those number of hours the employee worked on the holiday. The NP will also receive holiday pay at a rate of one and one-half (1½) times the regular rate for all hours worked.

ARTICLE 18 - VACATION

- 18.01 (a) NPs who have completed less than one year of continuous service will earn vacation at a rate of 1.42 days per full month worked. Regular part time NPs shall be eligible for vacations pro-rated based on regular hours of work.

Regular full time NPs will be eligible for vacation as follows:

After completion of one year of continuous service	20 days (140 hours)
After completion of two years of continuous service	22 days (154 hours)
After completion of five years of continuous service	23 days (161 hours)
After completion of seven years of continuous service	24 days (168 hours)
After completion of nine years of continuous service	25 days (175 hours)
After completion of eleven years of continuous service	26 days (182 hours)
After completion of twelve years of continuous service	27 days (189 hours)
After completion of thirteen years of continuous service	28 days (196 hours)
After completion of fourteen years of continuous service	29 days (203 hours)
After completion of fifteen years of continuous service	30 days (210 hours)
After completion of twenty years of continuous service	35 days (245 hours)

- (b) NPs may carryover up to 10 (ten) vacation days into the next year, but these days must be taken by June 30th of that year. NPs may request payout for excess vacation carryover in May at 50% of their salary to a maximum of 10 days. This request must be made in writing to their immediate supervisor who will make a recommendation to the CEO or designate who shall make the final decision.
- 18.02 (a) The Employer shall endeavour to accommodate the wishes of NPs with respect to vacation scheduling.
- (b) Vacation requests are to be submitted by November 1st each year for vacation requests for the following year. The vacation request shall be granted in accordance with seniority in three (3) week allotments per vacation request. Any vacation requests that are not submitted by the required date will be granted on a first come basis as approved by the Manager.
- (c) A NP may limit the amount of vacation to no more than three (3) consecutive weeks of vacation, subsequent entitlement shall be allowed at a time acceptable to the operation of the Employer. Requests for more than three (3) consecutive weeks may be granted at the discretion of the Employer.
- 18.03 For the purpose of scheduling vacation, the vacation year shall be from January 1st to December 31st of the next year.
- 18.04 (a) Where a NP's scheduled vacation is interrupted due to serious illness or hospitalization which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

- (b) Where a NP's scheduled vacation is interrupted due to bereavement leave or jury and witness duty, the NP shall be entitled to bereavement leave or jury and witness duty in accordance with the collective agreement.
- (c) The portion of the NP's vacation which is deemed to be sick leave, bereavement leave or jury and witness duty under the above article will not be counted against the NP's vacation credits.

ARTICLE 19 - HEALTH AND WELFARE BENEFITS

19.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of the participating eligible NP 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:

- (a) The Employer agrees to pay 100% of the billed premiums towards coverage of the eligible NP in the active employ of the Employer under the Ontario Health Insurance Plan.
- (b) The Employer agrees to pay 100% of the billed premiums towards coverage of the eligible NP in the active employ of the Employer under the current Semi-Private/Private Plan or comparable coverage with another carrier.
- (c) The Employer agrees to contribute 100% of the billed premiums towards coverage of the eligible NP in the active employ of the Employer under the existing current Extended Health Care Benefits Plan or comparable coverage with another carrier. In addition to the standard benefits, coverage will include hearing aids (maximum \$500/person) every 5 years and vision care (maximum \$400.00 every 24 months).

In addition to the above, vision care shall include one eye examination per insured person every twenty four (24) months to a maximum of \$110.00 per examination.

Extended Health Care benefits include 100% reimbursement to a maximum of \$500.00 per provider a follows:

- Chiropractor
 - Naturopath, Osteopath and Podiatrist/Chiropodist, Speech Therapist
 - Physiotherapist, Clinical Psychologist, Acupuncturist
 - Massage Therapist
 - Dietician.
- (d) The Employer agrees to contribute 100% of the billed premiums towards coverage of the eligible NP in the active employ of the Employer under the current group life insurance plan currently in effect. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the NP is entitled. The Employer also agrees to contribute 100% of the billed

premiums toward Dependent Life Insurance (spouse \$5,000 and children \$2500).

(e) Optional Life Insurance Plan

The Employer also agrees to make an Optional Life Insurance Plan available to the NPs subject to the provisions of the plan at the NP's cost.

(f)

<i>Dental</i>	
Fee Guide	Current
Deductible	Nil
Reimbursement Levels	100% Basic Services (recalls, x-rays, exams) 100% Comprehensive Basic Services (endodontic services (root canals); periodontic services (gum disease)) 50% Major Restorative Services (dentures, crowns, bridges) 50% Orthodontics
Annual Maximums	\$2,000 per year combined for Basic, Comprehensive Basic & Major Services
Lifetime Maximums	\$1,500 per lifetime for Orthodontic Services
Recall Exams	Limited to 1 every 9 months
Fluoride Treatments	Limited to 1 every 9 months
Coverage Termination	Age 70 or earlier retirement

- (g) Substitution of generic drugs is allowed unless a NP's physician declines substitution or where there has been an adverse reaction.
- (h) Semi-private hospital insurance and extended health care benefits will be extended to active full-time NPs from the age of sixty-five (65), and up to the NP's seventieth (70th) birthday, on the same cost share basis as applies to those NPs under the age of sixty-five (65).
- (i) Short-Term Disability – 100% Employer paid (eligibility after employed with the Employer for 6 months)
- (j) Long-Term Disability – 100% Employee paid
- (k) Employee Assistance Program – 100% Employer paid
- (l) World Care – 100% Employee paid
- (m) Pension Plan – As per HOOPP subject to its terms and conditions
- (n) The Employer will provide employees with a Health Care Spending Account that will reimburse employees up to a maximum of \$300.00 annually for benefit costs for themselves and any family members eligible for Green Shield coverage. Expenses for reimbursement include expenses that are regularly covered under the Employer's current Green Shield plan that have been exhausted, subject to a deductible and/or visit maximum. The \$4.00 co-pay per prescription is not eligible for reimbursement under

this provision.

- 19.02 For a newly hired full-time NP, coverage shall be effective the first billing date in the month following the third month in which the NP was first employed subject to any enrolment or other requirements of the Plan with the exception of short-term disability, which shall be effective the first billing date in the month following the sixth month in which the NP was first employed. In no instance shall the first billing date for a NP occur later than the first day of the fourth full month following the month in which the newly hired NP was first employed.
- 19.03 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Employer will provide the Union with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans. When the Employer is made aware, the Employer will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.
- 19.04 The Employer will participate in the Healthcare of Ontario Pension Plan. Enrolment, participation, and contributions by employees and the Employer will be in accordance with the terms of the plan.
- 19.05 The Employer shall continue to pay its share of the premiums for the benefit plans for the NP who is on paid leave of absence or Workplace Safety and Insurance Board benefits or at any time when salary is received. Such payment shall also continue while the NP is on sick leave (including the Employment Insurance Period) or on Long Term Disability to a maximum of twenty four (24) months from the time the absence commenced. The NP on layoff may continue to participate in benefit plans, at her request, provided she make arrangements for payment and provided also that the layoff does not exceed one year.
- 19.06 (a) The Employer shall provide the NP with information outlining all of the current provisions in the benefits plans. Upon request, the Employer will make the Plans available to the Union for inspection.
- (b) The Employer shall notify the Union of the name(s) of the carrier(s), which provide the benefit plans. The Employer shall also provide the Union with a copy of all current information provided to the NP.
- 19.07 Employment Insurance Rebate
- The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The NPs' share of the employers employment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this agreement.

19.08 SICK LEAVE AND LONG-TERM DISABILITY

(a)

<i>Short Term Disability</i>	
Benefit Formula	66.67% of weekly Earnings up to a maximum benefit of \$800
Qualifying Period	1 st day accident & hospital and 8 th day illness
Benefit duration	119 days
Coverage Termination	Age 70 or earlier retirement
<i>Long Term Disability</i>	
Definition of Disability	Unable to perform the duties of your own occupation during the first two years of disability; thereafter, prevented from performing the duties of any occupation for which the NP is able or may reasonably become able by means of education or training.
Benefit Formula	55% of monthly Earnings up to a maximum benefit of \$5,000
Non-Evidence Maximum	\$3,500
Qualifying Period	119 days
Coverage Termination	Age 65 or earlier retirement

- (b) The Employer may require a doctor's certificate at any time. The Employer will pay for such requests.
- (c) Every effort will be made to schedule medical and dental appointments on days off. In the event non-emergency appointments must be scheduled during a regular work day, the employer shall provide a one-half day leave with pay on a maximum of six occasions per year to be deducted from the NP's sick leave bank. The NP shall provide at least five days' notice of such appointments.

19.09 When it has been medically determined that a NP is unable to return to the full duties of her position due to disability, the Employer will meet with the NP and her Representative to discuss the circumstances surrounding the NP's return to suitable work. The Employer agrees to meet with the Union's Staff Representative where there are issues that the Representative and NP cannot resolve.

19.10 The Employer agrees to provide the NP with a copy of the Workplace Safety and Insurance Board Form 7 at the same time it is sent to the Board.

ARTICLE 20 – SICK LEAVE

20.01 Regular full-time active NPs are entitled eighteen (18) working days (126 hours) per year, with pay, for personal illness or for the serious illness of their family member, accrued at a rate of 1.5 days per month. Regular active part-time NPs are entitled to a pro-rated amount based on hours worked. Any sick days not taken by the end of the year will not be paid out in cash, but may be accumulated to a maximum of sixty (60) days for use for serious illness or hospitalization. Three (3) days may be taken as personal days. Employees may take these in hourly increments.

- 20.02 NPs may elect to use their banked sick days, Short Term Disability benefits or a combination of the two to bridge to Long Term Disability Benefits.

ARTICLE 21 – TRAVEL/AUTOMOBILE ALLOWANCE

- 21.01 Every NP who is required by the Employer to provide his/her own automobile while engaged on Employer related business shall be paid mileage of \$.53 per kilometer.
- 21.02 NPs who are required by the Employer to operate an automobile in the course of her employment shall carry adequate liability insurance in the amount determined by Employer policy.
- 21.03 Each NP who is regularly required to use public transportation in her duties shall be entitled to reimbursement for the amount expended for such public transportation. In addition, a NP who incurs expenses for parking while on Employer business will be reimbursed. Receipts will be submitted where available.

ARTICLE 22 - COMPENSATION

- 22.01 The salary rates in effect during the term of this Agreement shall be as attached Schedule A and form part of this Agreement.
- 22.02 Previous Experience Credit
- Claim for recent related clinical experience, if any, shall be made in writing by the NP at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for recent related experience will be retroactive to the NP's date of hire. The NP shall co-operate with the Employer by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Employer will credit a new NP with one (1) annual service increment for each year of experience up to a maximum of the salary grid.
- If a period of more than two (2) years has elapsed since the NP has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer.
- 22.03 Each full-time NP will be advanced from her present level to the next level set out in the Salary Schedule, twelve (12) months after she was last advanced on her service review date. If a NP's absence without pay from the Employer exceeds thirty (30) continuous calendar days during each twelve (12) month period, her service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.
- 22.04 A part-time NP whose status is altered to full-time will assume her same level on the full-time grid. A full-time NP whose status is altered to part-time will assume her same level on the part-time grid.

- 22.05 When the job duties of a position covered by this Agreement are proposed to be changed, the changes will be discussed with the Bargaining Unit President prior to effecting the change. When a new position appropriately covered by this Agreement is established the salary shall be negotiated; if the parties are unable to agree, such dispute may be submitted to arbitration. The salary shall be retroactive to the date the position was first established, provided the new duties have been carried out in the interim period.

ARTICLE 23 – WORKPLACE SAFETY AND INSURANCE BOARD

- 23.01 The Employer shall apply for and provide coverage for all bargaining unit Employees under the Workplace Safety and Insurance Act through the Workplace Safety and Insurance Board (WSIB).
- 23.02 If an Employee suffers a compensable injury while at work:
- (a) She shall report same to the Human Resources Department or her Manager as soon as possible;
 - (b) The Employer will pay the balance of the work day;
 - (c) Employees who are awaiting approval of WSIB benefits have the option to continue to receive full salary by using their accumulated sick leave credits until such time as a determination is made related to their claim for WSIB benefits. Once the Employee's WSIB claim is approved, she will assign to the Employer all monies received from WSIB and her sick leave bank will be made whole to the extent covered by the WSIB benefits. It is understood the monies received from WSIB will not cover 100% of the sick leave benefits paid.
- 23.03 The Employer shall continue to pay its share of the premiums for all benefits under Article 19 for Employees on WSIB for a period of twenty-four (24) months from the date of injury in accordance with the *Workplace Safety and Insurance Act*.

ARTICLE 24 - MISCELLANEOUS

- 24.01 A copy of this Agreement, in a mutually agreed upon form, will be issued to each Employee now employed and as employed. The cost of printing this Agreement shall be shared equally between the Union and the Employer. Sufficient copies of this Agreement shall be distributed within thirty (30) days of signing.
- 24.02 The Employer will provide space on a bulletin board of the Canadian Mental Health Association Windsor-Essex County Branch which may be used by the Union for posting official notices of Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The Employer shall have the right to remove the posting of any information that it deems to be adverse to its interests.
- 24.03 Both the Employer and the Union recognize their joint responsibility and commitment to provide, and participate in, in-service education. The Union

supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programs related to the requirements of the Employer. Available programs will be publicized and the Employer will endeavour to provide Employees with opportunities to attend such programs during their regularly scheduled working hours.

- 24.04 When an Employee is on duty and authorized to attend any in-service program during her regularly scheduled working hours, she shall suffer no loss in regular pay.
- 24.05 Employees require to attend education, in-service, e-learning or meetings that are mandatory shall be paid at their regular rate of pay for all time required to attend such education, in-service or meeting. Employees shall also be reimbursed for any accommodation and meal expenses in accordance with the Employer's policies.
- 24.06 It shall be the duty of the Employee to notify the Employer in writing promptly of any change in address or phone number. If an Employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such Employee.
- 24.07
- (a) Technological change shall be defined as a change due to the introduction of equipment, materials or processes that are significantly different in nature to that previously utilized and may negatively affect employment status of one or more employees.
 - (b) In the event that the Employer should introduce new equipment, materials or processes that require new or greater skills than presently possessed, the Employer shall provide the present employees with the training required. The Employer shall pay the cost of the training and the wages of the employees attending such training. The training provided for in this Article shall be given during the hours of work whenever possible.
 - (c) The Employer shall give the Union a minimum of sixty (60) days' advance notice whenever possible of any planned technological change. The Employer and the Union will meet to discuss the technological change, the impact such change will have on the affected employees and will discuss means of minimizing the effect of the technological change on the affected employees.
- 24.08 Prior to implementing new policies which affect bargaining unit Employees, and prior to effecting any changes in existing rules or policies which affect bargaining unit Employees, the Employer will notify the Union of any new or changed policies and provide the Union with copies of same.
- 24.09 Each Employee shall hold a valid current certificate of registration, as required by the *Regulated Health Professions Act 1991*, as amended, and shall, provide a copy of same to the Director of Human Resources or her designate on an annual basis. Each Employee agrees to provide her registration number to the Employer upon hiring.

ARTICLE 25 - TERMINATION AND RENEWAL

25.01 This Agreement shall continue in effect until March 31, 2021 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.

25.02 Where either party desires to amend or terminate this Agreement, it shall give notice to the other party only within the period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

ARTICLE 26 - LIST OF APPENDICES

Attached hereto and forming parts of this agreement are the following appendices:

- Appendix 1 - ONA Grievance Form
- Appendix 2 - Salary Schedule

DATED at Windsor this 10th day of December, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

"Michelle Drouillard"

"Candis Simpraga"

Labour Relations Officer

"Lou Carlone"

"Laura Levesque"

Bargaining Unit President

"Nancy Jammu-Taylor" counsel

APPENDIX 1
O.N.A. GRIEVANCE FORM

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO		GRIEVANCE REPORT / RAPPORT DE GRIEF	
ONAL LOCAL SECTION LOCALE DE L'AIIO	EMPLOYER EMPLOYEUR	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. N° DU GRIEF	2.	
		3.	
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT			
SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIIO:	
STEP ONE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	
PREM- IÈRE ÉTAPE		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
		<small>SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR</small>	
	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:		
STEP TWO	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	
DEUX- IÈME ÉTAPE		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
		<small>SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR</small>	
	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:		
STEP THREE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	
TROIS- IÈME ÉTAPE		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
		<small>SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR</small>	
	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:		
ON-09 REV. 01/2000		DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE	

APPENDIX 2
SALARY SCHEDULE

CURRENT RATES

EFFECTIVE APRIL 1, 2019

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Job Rate</u>
Annual Salary	\$102,036	\$106,287	\$110,716	\$115,329
Hourly Rate *	\$56.06	\$58.40	\$60.83	\$63.37
*based on 35 hours/week				

All employees will be issued a retroactive payment in accordance with the foregoing salary schedule by December 31, 2019.

Wages: April 1, 2019 as per above wage grid – to be paid retroactively.

The parties will meet within 30 days after the funding is known in writing, but no later than November 1, 2020, to engage in wage reopener discussions for 2020/2021 associated with the funding.

LETTER OF UNDERSTANDING

Between:

**CANADIAN MENTAL HEALTH ASSOCIATION
WINDSOR-ESSEX COUNTY BRANCH**

And:

ONTARIO NURSES' ASSOCIATION

RE: Budget Increases for Nurse Practitioner Wages

It is understood that the Employer will assign any salary increases received from the funders for NP programs, directly to the NP wage grid.

DATED at Windsor this 10th day of December, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

"Michelle Drouillard"

"Candis Simpraga"
Labour Relations Officer

"Lou Carlone"

"Laura Levesque"
Bargaining Unit President

"Nancy Jammu-Taylor" counsel

LETTER OF UNDERSTANDING

Between:

**CANADIAN MENTAL HEALTH ASSOCIATION
WINDSOR-ESSEX COUNTY BRANCH**

And:

ONTARIO NURSES' ASSOCIATION

RE: Clinical Lead NP

The parties hereby agree to continue with a Clinical Lead NP position on the following terms and conditions:

1. The Clinical Lead NP will be paid an additional two dollars (\$2.00) per hour lead pay.
2. The work assigned to the Clinical Lead NP will not include any managerial duties.
3. All other terms and conditions of the Collective Agreement apply to the Clinical Lead NP.
4. In the event that the Clinical Lead NP position becomes vacant, the Employer shall determine whether to post the position. If the Employer decides to post it, Article 14 shall apply.

DATED at Windsor this 10th day of December, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

"Michelle Drouillard"

"Candis Simpraga"
Labour Relations Officer

"Lou Carlone"

"Laura Levesque"
Bargaining Unit President

"Nancy Jammu-Taylor" counsel

LETTER OF UNDERSTANDING

Between:

**CANADIAN MENTAL HEALTH ASSOCIATION
WINDSOR-ESSEX COUNTY BRANCH**

And:

ONTARIO NURSES' ASSOCIATION

RE: Weekend Hours

In the event that the Employer wishes to introduce shifts on weekends, the Employer will meet with the Union first to establish mutually agreeable terms for implementation.

DATED at Windsor this 10th day of December, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

"Michelle Drouillard"

"Candis Simpraga"
Labour Relations Officer

"Lou Carlone"

"Laura Levesque"
Bargaining Unit President

"Nancy Jammu-Taylor" counsel
