

COLLECTIVE AGREEMENT

BETWEEN:

CBI LIMITED (KINGSTON)
(Hereinafter referred to as the "Employer")

AND:

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

Expiry Date: May 31, 2025

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the nurses covered by this Agreement, to provide for the prompt disposition of grievances and the final settlement of disputes, and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provision of this Agreement.
- 1.02 The employer shall not propose and/or enter into any agreement with an employee 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 the mutual desire of the parties to provide compassionate care to clients, to meet clients' physical and emotional needs and to treat them and their families with respect and dignity.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.01 The Employer acknowledges the Ontario Nurses' Association is certified as the exclusive bargaining agent for all Registered and Graduate Nurses and Registered Practical Nurses employed by CBI Limited in the City of Kingston, save and except Supervisor's and persons above the rank of Supervisor.
- 2.02 It is agreed that the word "nurse" or "nurses" wherever used in this Agreement shall be deemed to refer a nurse or nurses in the bargaining unit as defined in Article 2.01.
- 2.03 Wherever the feminine pronoun is used in this agreement, it includes the masculine and non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.
- 2.04 The word "Employee" when used throughout this agreement shall mean a nurse included in the above described bargaining unit.

ARTICLE 3 – DEFINITIONS

- 3.01 A Registered Nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* and the *Nursing Act*.
- 3.02 A Registered Practical Nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health*

Professions Act and the Nursing Act.

- 3.03 A Graduate Nurse is defined as a nurse with registration incomplete, who is a graduate of a program acceptable to the College of Nurses of Ontario and is either in the process of being certified by the College of Nurses of Ontario or is completing registration requirements.
- 3.04 A full-time nurse is employed on a permanent basis and is scheduled to work in accordance with Article 16.
- 3.05 A part-time nurse is employed on a permanent basis and is scheduled to work in accordance with Article 16.
- 3.06 A casual nurse is a nurse employed on a permanent basis and who is scheduled to work in accordance with Article 16.
- 3.07 A “work assignment” is a scheduled block of hours either at the clinic or with a single patient, or one visit of service provided to a single patient. For certainty, a work assignment includes any administration related to a patient visiting including but not limited to all documentation and reports related to the provision of the service to a patient. Nurses shall be compensated per visit, except where scheduled to work a block of hours.
- 3.08 All references to officers, representatives and committee members of the Union in this Collective Agreement shall be deemed to mean officers, representatives and committee members of the bargaining unit who are employed by the Employer.
- 3.09 The terms "regular pay" and "straight time hourly rate " when used in this Agreement shall mean the amounts indicated in the wage classifications contained in “Appendix 1”.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes and acknowledges that all management rights and prerogatives and the direction of the working forces and the management of the employer’s enterprise are vested exclusively with the Employer and shall remain solely with the Employer except as expressly and specifically limited by an express provision in this Collective Agreement. The Union further recognizes and acknowledges that the Employer has obligations related to the needs of the community it serves and related to the Employer’s sources of revenue. Without limiting the generality of the foregoing, the exclusive functions of the Employer shall include the following:
- (a) the right to operate and manage its business in every and in all respects;

- (b) the right to maintain order, discipline and efficiency amongst its nurses;
- (c) the right to establish, alter and enforce from time to time reasonable rules, regulations, policies and practices;
- (d) the right to select, hire, direct, transfer, classify, assign and re-assign duties, demote, promote, layoff, recall, suspend, terminate and discipline, provided that a claim by a non-probationary nurse who has been discharged or disciplined without just cause may be the subject of a grievance;
- (e) the right to determine the location and extent of operations and their commencement, expansion, curtailment and cessation, and the level and type of service to be provided; and
- (f) the right to determine the number of nurses and qualifications for employment and promotion, the content, evaluation and description of jobs, the methods, equipment and procedures to be used to provide services, hours of work and work assignments, and classification of nurses.

4.02 The Employer shall execute its management rights in a manner that is consistent with the terms of this Collective Agreement.

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 practiced by any of their representatives with respect to any employee because of her or his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.
- 5.02 The Employer, employees and the Union agree to conduct their affairs in accordance with the Ontario *Human Rights Code* and agree that there will be no discrimination by either party or by any of the nurses covered by this Collective Agreement on the basis of race, creed, colour, ethnic origin, place of origin, sex, sexual orientation, marital status, family status, age, ancestry, citizenship, disability, gender identity, gender expression, or record of offences.
- 5.03 The Union and the Employer agree that they are committed to a harassment free environment, and that workplace harassment, including workplace sexual harassment, will not be tolerated. The meaning of the terms “harassment”, “workplace harassment” and “workplace sexual harassment” shall be as defined in the Ontario Human Rights Code and the Ontario Occupational Health and Safety Act. For certainty, “harassment” means

engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome" ref: Ontario Human Rights Code, Sec. 10 (1).

A nurse who believes that she has been harassed, contrary to this provision shall be encouraged by both parties to follow the employer's policy on harassment and process. Failing resolution, a nurse may follow the process set out in the complaint, grievance and arbitration procedure of the collective agreement. The nurse shall be encouraged by both parties to exhaust these processes prior to filing a complaint with the Ontario Human Rights Tribunal.

5.04 Modified Work/Return to Work

- (a) The parties recognize the duty of reasonable accommodation for individuals under the Human Rights of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer and the Union to discharge that duty. To that end, the Employer and the Union agree to cooperate in complying with the Ontario Human Rights Code.
- (b) Prior to any nurse returning to work from a disability-related leave, including WSIB, to a modified/light/alternate work program, the Employer will notify and meet with members of the bargaining unit executive to consult on a back to work program for the nurse. Any agreement resulting from these discussions which conflicts with the Collective Agreement shall, subject to agreement by the Union, prevail over any provision of this Collective Agreement in the event of a conflict.

Nothing in this Article obligates the Employer to establish a modified/light/alternative work program, except as required by law.

- 5.05 It is the mutual interest of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the course of their work. The Employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of Employer and employees under the Occupational Health and Safety Act, making particular reference to the following:

The Employer shall take every precaution reasonable in the circumstances for the protection of a worker and that reduces risk and protects nurses, including supporting the nurses' use of their point of care risk assessment. [*Occupational Health and Safety Act, s. 25(2)(h)*].

(a) Violence Policies and Procedures

The Employer agrees to maintain its policies and procedures that deal with violence in the workplace.

(b) Training

The Employer agrees to maintain the training and information it provides on the prevention of workplace violence to all employees. This training will continue to be done during a new employee's orientation and in accordance with the employer's occupational health and safety obligations.

ARTICLE 6 – NO STRIKE AND NO LOCK OUT

- 6.01 The Union agrees that there will be no strikes and the Employer agrees that there will be no lockouts during the term of this Collective Agreement. The meaning of the words "strike" and "lock-out" shall be as defined in the Ontario *Labour Relations Act*, as amended.

ARTICLE 7 – ASSOCIATION SECURITY

- 7.01 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union. It is understood and agreed that the Employer has the responsibility for the deduction of dues. If the failure to deduct dues results from an error by the Employer, then, as soon as possible after the error is called to its attention by the union, the Employer shall make the deduction in the manner agreed to by the parties.
- 7.02 Such dues shall be deducted monthly from the first pay in which the nurse has earnings and, in the case of newly employed nurses, such deductions shall commence in the month following their date of hire. There shall be no deductions from a nurse in a month in which the nurse does not have earnings.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Local Finance of the Union shall notify the Employer in writing of any changes and such notification shall be the Employer's conclusive authority to make the deduction specified in the Dues Notification Letter. In the case of any changes to the local dues levies,

notification will be made in writing by the local treasurer 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 with respect to any claims made or liabilities arising or resulting from the operation of this Article.

7.05 The amounts so deducted shall be remitted monthly to the Vice-President, Local 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 nurses (last name, first name, employee number) from whom deductions were made, their telephone number, the nurses' social insurance numbers, amount of dues deducted, the job classification, and status of the nurses.

The list shall also include deletions and additions from the preceding month and will identify new hires, resignations, terminations, and shall clearly indicate changes in employment status.

A copy of this list will be sent concurrently to the Bargaining Unit President of the Union.

The Employer shall provide the information provided in an electronic format. The Employer will also identify the dues month, arrears or adjustment payments with explanation, name(s) of the bargaining unit members, as well as payroll contact information.

7.06 The Employer will provide names of new hires to the Bargaining Unit President with contact information. The Employer agrees that an officer of the Union or Union representative shall be allowed twenty (20) minutes during regular working hours to interview newly hired nurses within one (1) month of employment, provided that such interview does not interfere with the operations and requirements of the Employer. During such interview, membership forms may be provided to the nurse.

7.07 The Employer will provide each nurse with a T-4 slip for showing the amount of dues deducted in the previous year for income tax purposes.

7.08 It is recognized that the Labour Relations Officer is the signing authority for any documents which would form part of or amend the Collective Agreement.

ARTICLE 8 – REPRESENTATIVES AND COMMITTEES

8.01 Meetings

All joint Employer-Union meetings shall be scheduled where practical, during the nurses regular working hours. The employer agrees to pay for time spent during regular working hours for representatives of the Union attending meetings with the Employer. The Union agrees that there will be no Union business on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Collective Agreement.

8.02 Union Representatives

The Employer agrees to recognize nurse representatives to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.

8.03 Labour Management Committee

- (a) There shall be a Labour Management Committee comprised of three (3) representatives of the Employer and three (3) representatives of the Union, one of whom shall be the Bargaining Unit President or designate.
- (b) The Committee shall meet at least every quarter, unless otherwise mutually agreed. The Union and/or the Employer may request the attendance of an additional participant at a scheduled Committee meeting.
- (c) Meeting of this Committee will be to discuss matters of mutual concern, matters relating to nursing, professional practice matters, or matters relating to the interpretation or administration of the Collective Agreement.

For certainty, it is understood and agreed that matters that fall within the grievance process outlined in Article 9 will be excluded from the Committee's discussions.

8.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee comprised of four (4) representatives of the Union for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Employer for a renewal agreement up to, but not including, conciliation. A committee member scheduled the night or the evening of the day of negotiations will be rescheduled to be working the day shift on the day of negotiations.

8.05 Joint Health & Safety Committee

- (a) The parties agree to comply with the Ontario *Occupational Health and Safety Act* and any other federal, provincial or municipal health and safety legislation and regulations. The Employer agrees to establish and maintain one joint Health and Safety Committee comprising of two (2) representatives selected or appointed by the Union from the bargaining unit. One (1) worker representative will be a certified worker as defined under the Ontario *Occupational Health and Safety Act*.
- (b) It is a mutual interest of the parties to promote health and safety in workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall continue to provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*.

8.06 The Union shall keep the Employer notified in writing of the names of the Union representatives and/or Committee members and Officers of the Union appointed or selected under this Article as well as the effective date of their respective appointments. The Employer will not be required to recognize such Union representatives and/or Committee members until notification from the Union has been received.

8.07 Grievance Committee

The Employer will recognize a Grievance Committee of two (2) employees, one of whom shall be chair. The Employer agrees to pay a grievor for all time spent at grievance meetings at his/her regular hourly rate.

8.08 Where a nurse makes prior arrangements for time off from a tour of duty for the purpose of dealing with Union business as provided in this Collective Agreement, the nurse shall not be scheduled to work another tour that day.

8.09 In the event of actual or potential risk to personal safety, including violence or threatened violence, the Employer will act in accordance with its obligations under the Ontario Occupational Health and Safety Act, including any obligations related to the involvement of the Union, to reduce and/or eliminate the risk.

8.10 The Union acknowledges that Union representatives and/or Committee

members have their regular duties and responsibilities to perform for the Employer. Union representatives and/or Committee members shall not leave their duties of their employment in order to attend meetings of committees without first obtaining written permission for their immediate supervisor. Such permission shall not be unreasonably denied. For clarity, when attendance by a Union representative and/or Committee member is requested by the Employer for the purposes of attending Union meetings, permission will be considered implied.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 A grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement.
- 9.02 A written grievance will indicate the nature of the grievance, a summary of the facts, and the remedy sought by the grievor.
- 9.03 At any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her nurse representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance.
- 9.04 Time limits fixed in the grievance and arbitration procedure may be extended only by written, mutual consent of the parties. Should a grievance not be submitted within the various time limits specified in this Agreement, unless mutually extended, it shall be considered to have been settled or abandoned.
- 9.05 It is the mutual desire of the parties that complaints and differences be dealt with in a quick fashion. A nurse will discuss her complaint with her supervisor within ten (10) days after the circumstances have occurred or ought reasonably to have come to the attention of the nurse. The supervisor shall reply in writing within ten (10) days. If the complaint is not resolved, a written grievance may be submitted in the following sequence:

Step 1

The Grievance Committee member or the aggrieved nurse shall submit a completed written grievance on the grievance form supplied by the Union to his/her supervisor or his/her designate, within ten (10) days following the supervisor's written decision under the complaint procedure above. The supervisor or his/her designate shall confirm his/her decision in writing, to the Grievance Committee member and the aggrieved nurse within ten (10) days after presentation of the written grievance.

Step 2

If the supervisor's decision at Step 1 is not satisfactory, the aggrieved nurse, with her nurse representative, may within ten (10) days schedule a meeting with the Location Manager or her authorized designate. The Labour Relations Officer may be in attendance at the meeting. The Location Manager or her designate shall give a written decision within ten (10) days of the meeting to the Bargaining Unit President or her designate with a copy to the Labour Relations Officer.

9.06 Group Grievance

Where a number of nurses have common grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing signed by each nurse who is grieving to the Location Manager or her designate within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance. If a group grievance could be filed, then it is agreed that individual grievances will not also be filed.

9.07 Discharge Grievance

(a) An employee shall only be discharged from the employment for just cause, except that an employee who has not completed the probationary period may be released at the sole discretion of the Employer. It is therefore recognized that probationary nurses may be terminated in the sole and absolute discretion of the Employer. The dismissal of a probationary nurse shall not be the subject of a grievance unless the termination is alleged to be discriminatory.

(b) Such grievance shall proceed to Step 2 of the grievance procedure and must be presented in writing, dated, and signed within (10) days following the discharge.

9.08 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Collective Agreement shall be originated in the form of a policy grievance at Step 2 of the grievance procedure within twenty (20) days following the circumstances giving rise to the grievance originating or occurring.

9.09 Employer Grievance

The Employer may institute a grievance against the Union in writing at Step 2 of the grievance procedure, provided it is presented within twenty (20) days after the circumstances giving rise to the grievance have

originated or occurred.

- 9.10 Saturday, Sunday and designated paid holidays shall not be counted in determining the time within which any action is to be taken or completed under the grievance procedure.
- 9.11 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, settled or withdrawn.
- 9.12 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 or arbitration 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 nurses.

ARTICLE 10 – ARBITRATION PROCESS

- 10.01 Failing settlement of a grievance under the foregoing grievance procedure, such grievance may be submitted to arbitration within twenty (20) days of receiving the decision under the last step of the grievance procedure above. The party requesting that a matter be submitted to arbitration shall notify the other party in writing of its decision to submit the difference or allegation to arbitration, and the notice shall contain the names of three Sole Arbitrators for the other Party to choose from. Within ten (10) days thereafter, the other party shall identify which Sole Arbitrator is agreeable or, if none are agreeable, shall provide three additional Sole Arbitrators to choose from. If none are acceptable then the Parties shall request the Minister of Labour for Ontario to appoint a Sole Arbitrator.
- 10.02 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Collective Agreement, nor shall the arbitrator have the power to alter, add to, subtract from, modify or amend this Collective Agreement.
- 10.03 Each of the parties shall pay its own expenses including pay for witnesses and one-half (1/2) of the expenses and fees of the Arbitrator and/or Chairman, as applicable.
- 10.04 Saturdays, Sundays and Public Holidays as set forth in this Collective Agreement are not to be counted in the time limits as set out in this Article.
- 10.05 The parties may by mutual agreement substitute a sole arbitrator for an arbitration board, in which case each side shall identify a nominee to the panel and the parties shall agree upon a Chairman.

- 10.06 No matter shall be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure, unless the parties mutually agree otherwise.
- 10.07 No persons may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance.

ARTICLE 11 – PROBATIONARY PERIOD AND SENIORITY

11.01 Job Security

- (a) Service for all employees shall be defined as the length of continuous service since the date of last hire, subject to Article 11.03, and 11.06 any other related provision of the Collective Agreement. For clarity, service shall accrue at a rate of one (1) year of service every twelve (12) months for the purposes of any provisions in this Collective Agreement where advancement or entitlements are based on years of service.
- (b) All employees shall accumulate seniority on the basis of hours worked since last date of hire, subject to Article 11.03, 11.06, and any other related provision of the Collective Agreement.
- (c) Subject to the above, seniority is limited to continuous service within the bargaining unit since date of last hire.

11.02 Seniority List

The Employer shall prepare a seniority list that shows the ranking of all nurses and their applicable classification (RN and RPN) twice a year, with the first list posted by January 31st and the second list posted by July 31st. The first seniority list shall be established and posted within thirty (30) days of ratification. The seniority list shall be posted on the Union bulletin board provided by the Employer. A copy of such list shall also be provided to the Bargaining Unit President, and the Employer shall also distribute a copy to all nurses at their Employer email address.

For all employees, seniority on such lists will be expressed in terms of hours worked. The seniority list as posted shall be deemed to be final and not subject to complaint unless such complaint is made in writing to the Location Manager, or designate, within thirty (30) calendar days from the date of posting.

- 11.03 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- (a) when on approved leave of absence with pay;

- (b) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
- (c) when in receipt of sick leave;
- (d) when in receipt of Workplace Safety and Insurance benefits for an injury sustained while in the employ of the Employer for up to twenty-four months; or
- (e) when on a protected leave of absence pursuant to the *Ontario Employment Standards Act, 2000* (as amended or replaced).

The rate of accumulation in accordance with this Article shall be based on the nurse's normal work routine.

The Union and the Employer agree to abide by the *Human Rights Code*.

11.04 Seniority shall be retained but not accumulated when a nurse 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) when on layoff of up to twenty-four (24) months.

11.05 Deemed Termination

A nurse shall lose all seniority and shall cease to be employed by the Employer if she:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance or arbitration procedure outlined in this Collective Agreement;
- (c) is absent from work for three (3) consecutively scheduled working days without notifying the Employer of such absence, unless a satisfactory reason is given;
- (d) is laid off for more than twenty-four (24) calendar months;
- (e) retires;
- (f) fails to notify the Employer of her intention to return to work within seven (7) days of receiving notice of recall by registered mail to the nurse's last known address or fails responding to the notice of recall;
- (g) fails to return to work upon the conclusion of an authorized leave of absence unless a reason acceptable to the Employer is given in writing; and
- (h) utilizes a leave of absence for a purpose other than that for which the leave of absence was granted.

11.06 Effect of Absence (Benefits Eligible Employees)

- (a) If an employee's absence without pay from the Employer including absences under Article 12 exceeds thirty (30) continuous calendar days the employee 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 employee will become responsible for full payment of any subsidized employee benefits in which she or he is entitled to participate during the period of absence.
- (b) In circumstances where an employee is entitled to participate in benefits continuation during a period of absence in excess of thirty (30) continuous calendar days, premium payments will be taken on the 10th of each month. If a premium payment is missed or rejected, the employee's benefits coverage will terminate effective the 1st of the following month unless, upon notification that a premium payment is missed or rejected, the nurse makes reasonable efforts to repay the premium in the period between the 10th of the month and the 1st of the following month.
- (c) Notwithstanding this provision, seniority shall accrue if an employee's absence is due to disability resulting in W.S.I.B. benefits including the period of the disability program covered by Employment Insurance.
- (d) Notwithstanding this provision, seniority and service will accrue and the Employer will continue to pay the premiums for benefit plans for employees for a period of up to seventeen (17) weeks while an employee is on pregnancy leave under Article 12.07 and for a period of up to sixty-one (61) weeks while an employee is on parental leave under Article 12.08. Seniority and service will accrue and the Employer will continue to pay the premiums for benefit plans for a parent who did not take pregnancy leave for a period of up to sixty-three (63) weeks while such employee is on a parental leave under Article 12.08. In all such circumstances, the premium payments will be taken on the 10th of each month. If a premium payment is missed or rejected, the employee's benefits coverage will terminate effective the 1st of the following month.

NOTE: The accrual of seniority and service for employees on pregnancy and parental leave applies to all employees.

NOTE: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act, 2000* (as amended or replaced).

11.07 Probationary Period

- (a) A newly hired nurse will be known as a probationary nurse until they have worked and completed four hundred fifty (450) hours of work, or 6 months worked by the nurse, whichever is reached first, following the nurses most recent date of hire.
- (b) It is recognized that the probationary period is a period during which the Employer will have the right to assess a nurse and to determine whether such nurse is, in the sole discretion of the Employer, acceptable for continued employment. It is therefore recognized that probationary nurses may be terminated in the sole and absolute discretion of the Employer. The dismissal of a probationary nurse shall not be the subject of a grievance unless the dismissal is alleged to be arbitrary, discriminatory or in bad faith.
- (c) Upon successful completion of the probationary period, the nurse's name will be placed on the seniority list and the nurse will be credited for all hours worked from the date of hire with the Employer.
- (d) A nurse who changes from full-time to part-time status or vice versa shall not be required to serve a probationary period where the nurse has previously completed a probationary period. Where no such probationary period has been served, the number of hours worked immediately preceding the change in status shall be credited towards the probationary period.

11.08 Temporary Assignment Outside the Bargaining Unit

Any nurse who temporarily takes a supervisory or managerial position for any reason shall have their seniority frozen at the time of exit to the supervisory or managerial position. Upon return, if such return is within one (1) year, unless a longer duration is mutually agreed by the Union and the Employer, such seniority will be reinstated and accumulation of seniority will again commence. Union dues shall not be deducted for any month the nurse is outside the bargaining unit and the nurse will not be covered by the Collective Agreement during their temporary assignment.

11.09 The Union and the Employer agree that Article 11 shall be interpreted consistent with the Ontario *Human Rights Code*.

11.10 Protection of Bargaining Unit Work

The Employer shall not assign or contract out work normally performed by members of this bargaining unit to persons outside the bargaining unit if such assignment or contracting out will directly result in the termination, layoff or reduction in normal hours of any bargaining unit member.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 Jury/Witness Duty

- (a) When a nurse is required to serve on a jury, he/she shall be relieved of his/her duties for such time as may be required. The nurse shall notify the Employer immediately upon receiving notification and provide proof of service requiring his/her attendance.
- (b) If a nurse is required to serve as a juror in any court of law or attend under subpoena as a witness in a court proceeding, the nurse shall be granted a leave of absence without pay, but with accrual of seniority for any visits or shift/hours missed as a result of serving as a juror or attending under a subpoena as a witness in a court proceeding. The nurse will provide documentation which confirms the time spent attending jury duty or as a witness in a court proceeding. Once confirmed the employer will then add the scheduled hours missed by the nurse to the seniority list.
- (c) Where a nurse is required by subpoena to attend a court of law in connection with a case arising from the nurses' duties with the Employer or on a Coroner's inquest as a witness in connection with a case arising from the nurses' duties with the Employer, the nurse shall be paid their regular rate for all hours attended at the Inquest provided that the nurse:
 - i) notifies the Employer immediately on the nurse's notification that he will be required to attend at court or a Coroner's inquest;
 - ii) presents proof of service requiring the nurse's attendance as soon as possible; and
 - iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and provides the Employer with an official receipt thereof, provided the compensation does not exceed the payment of their regular rate for all hours attending a court of law or the inquest in which case the nurse will deposit with the Employer the amount of compensation received equivalent to their regular rate for all hours attending a court of law or the inquest.

12.02 Personal Leave

Written requests for a personal leave of absence without pay will be considered on an individual basis by the nurse's supervisor or designate and granted at the discretion of the nurse's supervisor or designate. Such requests are to be submitted in writing as far in advance as possible and a

written reply from the supervisor 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 denied.

12.03 Bereavement Leave

Following a death in the nurse's immediate family, a qualifying nurse shall be granted up to five (5) days of paid bereavement leave as a one-time benefit per immediate family member. A member of the nurse's immediate family shall mean: brother, sister, spouse or common law partner, child, mother, father, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-child, same sex partner and their immediate family members as defined above, legal guardian, fiancée and any relative of the personnel who resides permanently with such personnel or with whom the full time personnel permanently resides. Qualifying nurses are those who work a minimum of twenty-five (25) paid hours per week. Non-qualifying nurses are entitled to up to five (5) days of unpaid bereavement leave.

A day's pay for a qualifying nurse will be equal to the total amount of regular wages earned and vacation pay payable to the nurse in the four (4) weeks before the work week in which the bereavement leave commenced, divided by twenty (20).

Nurses will be granted flexibility to move two (2) days of the five (5) days of paid bereavement leave in the event of a delayed funeral or interment and/or in order to accommodate religious and cultural diversity.

Clarity Note: "Spouse" for the purposes of any entitlement under this Article will be defined in accordance with the Ontario *Employment Standards Act, 2000* (as amended or replaced). For certainty, "Spouse" for the purposes of this Article includes a partner of the same sex.

Nurses will be credited with seniority and service for all such hours paid as provided above while on leave.

12.04 Leave for Association Business

The Employer agrees to grant leaves of absence, without pay, to employees selected by the Union to attend to Union business including but not limited to conferences, conventions and Provincial Committee meetings and to any employee elected to the position of Local Co-Ordinator. Subject to operational requirements, such leaves of absence will not be unreasonably denied. The aggregate total of such leaves for all nurses granted a leave of absence will not exceed sixty-five (65) working days in a calendar year. During such leave of absence, an employee'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 daily

rate of the full-time employee or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time employee except for Provincial Committee meetings which will be reimbursed by the Union. The Employer will bill the Union within a reasonable period of time Employees will receive service and seniority credit for all leaves granted under this Article.

a) 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 at the discretion of the Employer. Such leave shall not be unreasonably denied. The duration of such leave shall not exceed twelve (12) months unless the Union and the Employer mutually agreed to the extension of the leave in writing. Notwithstanding Article 11, 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 two (2) 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.

12.05 Leave, Board of Directors

An employee who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she or he may require to fulfil the duties of the position. Reasonable notice – sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. Notwithstanding Article 11, shall be no loss of seniority or service for an employee during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 12.04 above. During such leave of absence, the employee'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 19% of salary in lieu of applicable benefits.

12.06 Leave, President, O.N.A.

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence shall be granted to such employee elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 11, there shall be no loss of service or seniority for an employee during such leave of absence. During such leave of absence, the employee'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 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 two (2) weeks prior to the date of such return.

12.07 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000* (as amended or replaced), except where a greater entitlement is provided in this Article.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such pregnancy leave and the expected date of return.
- (c) At least four (4) weeks in advance of the nurse's expected date of return as originally provided in accordance with subsection (b), the nurse shall reconfirm her intention to return to work on such date. The nurse shall be reinstated to her former position unless the position no longer exists in which case she shall be given a comparable job.
- (d) Non-permanent nurses that are hired to replace nurses who are on approved pregnancy leave may be released upon conclusion of the approved pregnancy leave and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. For certainty, this provision does not apply to existing bargaining unit members that are selected to fill a temporary vacancy exceeding ninety (90) days in accordance with Article 14.01.
- (e) The Employer may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.

12.08 Parental Leave

- (a) A nurse who becomes a parent of a child (including, for certainty, by way of adoption) is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act, 2000* (as amended or replaced), except where a greater entitlement is provided in this Article .
- (b) A nurse shall give written notification at least one (1) month in advance of the date of commencement of such parental leave and the expected date of return.

- (c) A nurse who has taken a pregnancy leave under Article 12.07 is eligible to be granted a parental leave of up to sixty-one (61) weeks' duration, in accordance with the *Employment Standards Act, 2000* (as amended or replaced). A nurse who has not taken a pregnancy leave under Article 12.07 and who is eligible for a parental leave in accordance with the *Employment Standards Act, 2000* (as amended or replaced) will be granted a parental leave of up to sixty-three (63) weeks' duration.
- (d) At least four (4) weeks in advance of the nurse's expected date of return as originally provided in accordance with subsection (b), the nurse shall reconfirm her intention to return to work on such date. The nurse shall be reinstated to her or his former position, unless that position no longer exists, in which case the employee shall be given a comparable job.
- (e) Non-permanent nurses that are hired to replace nurses who are on approved parental leave may be released upon conclusion of the approved parental leave and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. For certainty, this provision does not apply to existing bargaining unit members that are selected to fill a temporary vacancy exceeding ninety (90) days in accordance with Article 14.01.

12.09 Education Leave

The parties acknowledge that the responsibility for professional development is shared between the nurse and the Employer. In this regard, and at the discretion of the Employer, a leave of absence with or without pay may be granted for the purpose of education, skill or career development or upgrading. Requests for such leave will not be unreasonably denied. Nurses will be credited with seniority during such leave.

(a) Professional and Education Leave

Where a nurse is required by the Employer to attend any training program, course or workshop (including any program, course or workshop for the purpose of education, skill or career development or upgrading), or it is recommended by the Employer that a nurse attend such training program, course or workshop, the Employer agrees to pay any applicable fee and to compensate such nurse for the time off from work as a result of attending the training program, course or workshop.

12.10 If a Union leave applied for or requested by a nurse under articles 12.04(a), 12.05 and 12.06 would result in a disruption to the Employer's services that cannot be minimized or eliminated through existing staff or resources, the

Union and the Employer agree to meet and discuss an appropriate resolution that would satisfactorily address the disruption before the nurse commences the Union leave applied for or requested.

ARTICLE 13 – SICK LEAVE

13.01 Any nurse who works an average of 25 hours or more per week will be eligible for four (4) days of paid sick leave per calendar year. Nurses may carry-over days of paid sick leave from year-to-year up to a maximum of eight (8) days.

Nurses working greater than an average of 25 hours or more per week and who has completed less than one (1) year of service as of January 1st shall be entitled to pro-rated days of paid sick leave up to a maximum of four (4) days of paid sick leave.

Nurses shall first be eligible for the increased sick leave days and carry-over entitlement in the calendar year following the ratification of this Collective Agreement.

The paid leave provided for in this Article is inclusive of any unpaid sick leave entitlements available to nurses under the *Ontario Employment Standards Act, 2000* (as amended or replaced). Any unused days of paid sick leave provided for in this Article will not be paid out upon termination of employment.

Notwithstanding the above, the following bargaining unit member will be entitled to six (6) days of paid sick leave per calendar year and will be entitled to carry-over such days of paid sick leave from year-to-year up to a maximum of eight (8) days: Maggie Micek, Jackie Armstrong, Aiden Crowley and Judith Wagar. If either the Employer or the Union identify a bargaining unit member not listed in this paragraph that was entitled to six (6) days of paid sick leave per calendar year prior to the ratification of this Collective Agreement, the Employer and the Union agree to meet and enter into a Letter of Understanding consistent with this paragraph to address the bargaining unit member's entitlement.

13.02 A nurse shall be entitled to request from her supervisor or designate a confirmation of her current sick leave entitlement.

13.03 If a physician's certificate is required by the Employer, the Employer shall pay any fee for such certificate which is not payable by the nurses' health insurance plan.

ARTICLE 14 – JOB POSTING

14.01 Where the Employer determines that there is a vacancy that will exceed

ninety (90) days in length for full-time, part-time, casual positions, or temporary positions in the bargaining unit, the Employer shall post a job posting on the Union bulletin board for ten (10) working days. The employer shall also distribute the notice of vacancy by email to all nurses at their Employer email address.

The Employer agrees to provide an electronic copy of the job posting to the Bargaining Unit President.

Applicants for the posted position must submit their application electronically by the date stipulated in the posting. Where two or more nurses apply, the Employer shall consider the skill, ability, experience, and qualifications of the applicants and where these factors are relatively equal, the seniority of the applicants will be the deciding factor.

The name of the successful applicant shall be posted on the ONA Bulletin Board, by the Employer within seven (7) working days of the selection being made. This information will also be provided to the Bargaining Unit President by email at the time the successful applicant is posted, and by email to all nurses at their Employer email address.

- 14.02 Nurses from within the bargaining unit shall be given the first opportunity to fill temporary vacancies. No applicants from outside the bargaining unit will be considered for vacancies pursuant to Article 14.01 above unless the posting and selection process is completed and no bargaining unit applicant was selected. After that time, the Employer may seek applicants from outside the bargaining unit. The Employer will outline the requirements and duration of such vacancies. In filling of such temporary vacancy, the Union will be informed of the circumstances which gave rise to the temporary vacancy.
- 14.03 Vacancies of less than ninety (90) calendar days will be covered by existing nurses. In the event that the vacancy cannot be covered by existing nurses, the vacancy will be posted. Upon conclusion of the temporary vacancy, the nurse shall return to her former position.
- 14.04 The Employer will not establish job qualifications or identify them in job postings in an arbitrary or unreasonable manner.

ARTICLE 15 – LAYOFF AND RECALL

- 15.01 Layoff and Recall
- a) Where it is necessary to lay off nurses, the Employer will lay off nurses in reverse order of seniority within the geographic area or team, provided that those who remain have the qualifications, skills, experience, or ability to perform the duties of the job. Probationary nurses shall be first laid off.

- b) "Lay-off" shall mean the temporary or permanent disruption, initiated by the Employer, of the work of employees in the bargaining unit.
- c) In the event of a pending layoff, the Employer shall advise the Union, where possible and with as much notice as possible, but not less than the notice required under the *Ontario Employment Standards Act, 2000* (as amended or replaced), of the pending layoff. The parties will meet to discuss the reasons for the layoff and the impact of the layoff and what services the Employer will undertake after the layoff.
- d) Notice to recall shall be sent by registered mail to the nurse's last known address on file. The nurse must respond in writing to the notice, within seven (7) calendar days of receipt of the notice, of her intention to either accept or decline the offer of recall. In the event that she declines or does not respond, she shall lose all seniority and shall be considered to have resigned her employment.
- e) Nurses shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Union.
- f) A nurse shall be entitled to elect to receive severance pay or remain on temporary layoff in the circumstances prescribed in the *Ontario Employment Standards Act, 2000* (as amended or replaced).

15.02 Nurses who are subject to layoff may bump the least senior nurse of the same status (full-time or part-time) provided such nurse has the necessary qualifications and ability to do the work required. It is acknowledged that training and orientation will be provided as necessary.

15.03 Nurses who are unable to bump the least senior nurse of the same status may bump the least senior nurse of a different status in the same or different classification provided such nurse has the necessary qualifications and ability to do the work required. It is acknowledged that orientation will be provided as necessary. Nurses will inform the Employer of their decision to bump or accept layoff within three (3) working days of the receipt by the nurse of their notice of layoff.

ARTICLE 16 – HOUR OF WORK AND SCHEDULING

16.01 Nothing in this Collective Agreement shall be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.

16.02 Full-time Nurses

- (a) Full-time nurses shall provide availability of at least seventy-five (75) hours bi-weekly and, based on that availability, the Employer will endeavor to schedule full-time nurses for at least sixty (60)

hours in a two (2) week period and up to eighty-eight (88) hours in a two (2) week period.

- (b) Full-time nurses must provide availability for every second weekend (Saturday and Sunday).
- (c) Full-time nurses must be available for two (2) on-call stand-by shifts each two (2) week period for a total of four (4) on-call stand-by shifts each one (1) month period, which must include availability to work at least one (1) weekend on-call stand-by shift per one (1) month period.
- (d) On-call stand-by shifts shall not be scheduled on a nurse's weekend off. On-call stand-by shifts will not be scheduled on the nurse's day off unless mutually agreed upon. Unless mutually agreed otherwise and where possible based on nurse and shift availability, on-call standby shifts will be assigned with an evening shift.
- (e) Full-time nurses must provide availability to work two (2) evenings each two (2) week period.
- (f) Full-time nurses must provide availability to work one (1) swing shift each two (2) week period.

For greater clarity, availability for a day shift shall be 07:00-15:00, for an evening shift shall be 15:00-23:00, for an on-call/ stand-by shift shall be 23:00-07:00, and for a swing shift shall be 12:00-20:00.

16.03 Part-time Nurses

- (a) Part-time nurses shall provide availability of at least forty (40) hours bi-weekly and, based on that availability, the Employer will endeavor to schedule part-time nurses for at least thirty (30) hours in a two (2) week period and up to eighty-eight (88) hours in a two (2) week period.
- (b) Part-time nurses must provide availability for every second weekend (Saturday and Sunday).
- (c) Part-time nurses must be available for two (2) on-call stand-by shifts each two (2) week period for a total of four (4) on-call stand-by shifts each one (1) month period, which must include availability to work at least one (1) weekend on-call stand-by shift per one (1) month period.
- (d) On-call stand-by shifts shall not be scheduled on a nurse's weekend off. On-call standby shifts will not be scheduled on the nurse's day off unless mutually agreed upon. Unless mutually agreed otherwise and where possible based on nurse and shift availability, on-call standby shifts will be assigned with an evening shift.

- (e) Part-time nurses must provide availability to work two (2) evenings each two (2) week period.
- (f) Part-time nurses must provide availability to work one (1) swing shift each two (2) week period.

A part-time nurse who is temporarily replacing a full-time nurse shall be considered full-time for the purpose of Article 16.

For greater clarity, availability for a day shift shall be 07:00-15:00, for an evening shift shall be 15:00-23:00, for an on-call/ stand-by shift shall be 23:00-07:00, and for a swing shift shall be 12:00-20:00.

16.04 Casual Nurses

- (a) Casual nurses work on an irregular basis and shall provide availability that indicates the days, evenings and/or on-call stand-by shifts and the days of the week during which they are available for work.

For greater clarity, availability for a day shift shall be 07:00-15:00, for an evening shift shall be 15:00-23:00, for an on-call/ stand-by shift shall be 23:00-07:00, and for a swing shift shall be 12:00-20:00.

16.05 Nurses will be scheduled for available work assignments according to the following sequence, subject to Article 16.15 below:

- a) full-time nurses in order of seniority.
- b) part-time nurses in order of seniority.
- c) elect-to-work in order of seniority.
- d) casual nurses in order of seniority.

16.06 Nurses will be allowed to exchange work assignments provided they have submitted the request in writing and have received written approval of such exchanges from their supervisor. The supervisor or designate will endeavor to provide a written response as soon as practical. Requests to exchange work assignments will not be unreasonably denied.

16.07 Scheduling

- (a) All nurses are required to work as scheduled by the Employer, unless otherwise provided in this Collective Agreement.
- (b) Nurses shall provide their availability for work assignments on a monthly basis on or before the 1st day of the month for the following month. For example, a nurse shall provide availability on or before January 1st for work assignments in February.

- (c) The schedule of on-call/ stand-by, evening and swing shifts shall be shared electronically on a monthly basis on the 15th day of the month prior or, if the 15th day of the month falls on a Saturday, Sunday or statutory holiday, on the first business day following the 15th of the month. For example, the schedule for February shall be shared electronically on January 15th or, if January 15th falls on a Saturday, Sunday or statutory holiday, on the first business day following January 15th.
- (d) Once shared electronically, the schedule of on-call/ stand-by, evening and swing shifts will not be changed unless mutually agreed by the nurse and the Employer or as otherwise provided in this Collective Agreement.
- (e) Part-time nurses may submit availability for additional work assignments two (2) weeks prior to the posting of the on-call/stand-by, evening and swing shift schedule.
- (f) Employees are required to provide availability for at least four (4) designated holidays per year, including either Christmas or New Years (as required and defined by Article 16.13). Designated holidays shall be equitably distributed among the nurses in the bargaining unit.
- (g) Time off between scheduled shifts shall be in accordance with the *Employment Standards Act, 2000* (as amended or revised). For certainty, a nurse shall not be scheduled by the Employer to work more than seven (7) consecutive days.
- (h) The Employer shall provide by electronic means a day shift visiting client list, by 3:00 p.m. the day prior, for any days the nurse is scheduled to work based on their provided day shift availability.
- (i) Nurses are solely responsible for scheduling their appointments with clients in accordance with client and funder requirements.

16.08 Nurses will not be permitted to change or withdraw their availability provided in accordance with Article 16.07 above absent unforeseen, extraordinary or emergency circumstances. Requests to change availability previously provided shall be made in writing to the Employer as soon as possible after the unforeseen, extraordinary or emergency circumstances arise. Requests to change availability shall be granted at the discretion of the Employer.

16.09 Shift Duration

Shifts that are regularly worked by nurses are the following:

Day shift: 07:00-15:00

Evening-shift: 15:00-23:00

On-Call/Stand-By shift: 23:00-07:00

Swing shift: 12:00-20:00

In addition, nurses may agree to work a night shift with a single patient, which is regularly scheduled from 23:00-07:00.

16.10 Rest Periods

Field nurses are responsible for scheduling a thirty (30) minute unpaid meal break after five (5) hours of work. It is recommended that a nurse schedule a meal period no later than the mid-point of the scheduled shift.

For shift nurses working with clients that require contact care during their work assignment, such that the nurse cannot be away from the patient at any point during the shift, the nurse is paid for all hours worked.

Nurses working in the clinic will be provided with a one (1) hour unpaid meal break between 12:00pm and 1:00pm.

16.11 Annual and AD HOC Vacation Scheduling

Vacation requests shall be considered by a nurse's supervisor based on the operational needs of the Employer. Vacation requests shall not be unreasonably denied.

Requests for annual vacation will be separated into two selection periods over the year and must be submitted in writing to the nurse's supervisor. The first selection period will cover the period of May 1st – October 31st. Vacation preferences for this time period will be submitted no later than February 15th of each year. The supervisor will notify the nurse, in writing, by March 31st if the vacation is granted. The second selection period will cover November 1st – April 30th and must be submitted in writing to the supervisor no later than September 5th. The supervisor will notify the nurse, in writing by October 10th, if the vacation is granted. Seniority will govern where conflicts arise between requests of two or more nurses.

Ad Hoc requests for vacation submitted outside the annual vacation scheduling process outlined above must be submitted in writing to the supervisor. Such requests will be granted based on available vacation time and the Employer's scheduling needs as of the date of the request.

If more than one (1) of these requests is submitted on the same date, seniority will govern the granting of the request.

An approved request cannot be cancelled or changed by the Employer without written agreement of the nurse.

16.12 Inclement Weather

In the event of inclement weather and/or hazardous conditions, nurses may check the Environment Canada and/or Weather Network websites or local

radio stations for up to date weather and road conditions before travelling. If nurses are unable to safely travel to a client's home due to inclement weather they shall call their supervisor to discuss a contingency plan which may include transfer of accountability to another provider. Staff will be supported in their decision not to drive when conditions are hazardous.

16.13 Christmas/ New Year's Scheduling

Subject to staffing exigencies, a nurse who is scheduled to work on Christmas Eve, Christmas Day and Boxing Day (collectively referred to as "Christmas") shall not be required to work New Year's Eve Day and New Year's Day (collectively referred to as "New Years"), and vice versa. The Employer will endeavor to rotate the requirement to work Christmas with New Year's on alternate years. For certainty, a nurse who is not scheduled to work Christmas may be required to work New Years, and vice versa. Nurses may request to be scheduled for less time off at Christmas or New Years.

16.14 It is understood and agreed that if an on-call/ stand-by nurse receives a call during their scheduled on-call/ stand-by shift that requires them to attend at a client's residence, the nurse will complete the visit. If it is deemed by the nurse based on their triage assessment that the visit may be of a longer duration than can be reasonably completed the nurse shall contact the on-call manager or designate to discuss the visit and possible re-assignment to a day shift nurse.

16.15 Nurses shall be scheduled in accordance with Article 16.05 above in order of seniority, subject to the following criteria:

- a) The nurse's stated availability;
- b) the skills, ability and qualifications required to meet patient needs;
- c) the availability of work assignments;
- d) continuity of care for patients; and
- e) geographic area.

16.16 Elect-to-work nurses are nurses who provide availability that indicates the days, evenings, weekends and/or on-call/overnight stand-by shifts which they are available to work, except that they are not required to provide on-call/overnight stand-by and/or evening availability. Unless mutually agreed otherwise, elect-to-work nurses will provide availability for every second weekend (Saturday and Sunday).

The following bargaining unit members are elect to work nurses: Christopher Clayton, Elizabeth Corrigan, Amanda Kyle and Anne Marie Murphy.

When the nurses listed above vacate their elect-to-work roles, change

classifications or leave their employment with the Employer, the vacant elect-to-work positions will not be posted and no new elect-to-work positions will be created.

- 16.17 It is understood and agreed that if a nurse provides availability and is scheduled to work a shift, the nurse is expected to be available, including by phone and e-mail, to respond to communications from coordinators and supervisors. If a nurse is unable to respond at the time the coordinator or supervisor contacts the nurse, the nurse shall respond to the coordinator or supervisor as soon as they are in a position to do so.
- 16.18 Notwithstanding articles 16.02, 16.03 and 16.04 above, nurses who regularly service patients in the rural geographic area shall provide the following availability:
- (a) Availability to work three (3) on-call stand-by shifts each two (2) week period for a total of six (6) on-call stand-by shifts each one (1) month period, which must include availability to work at least one (1) weekend on-call stand-by shift per one (1) month period.
 - (b) Availability to work three (3) evenings each two (2) week period.

ARTICLE 17 – OVERTIME AND PREMIUM PAYMENTS

17.01 No Pyramiding

There shall be no pyramiding or compounding of any overtime pay, premium pay or any other benefit provided for in this Collective Agreement.

17.02 Shift and Weekend Premium

A nurse shall be paid a shift premium of seventy cents (\$0.70) for each hour paid which falls within the hours of 18:00-24:00 on Mondays, Tuesdays, Wednesdays and Thursdays.

A nurse shall be paid a shift premium of seventy cents (\$0.70) for each hour paid which falls within the hours of 24:00-06:00 on Tuesdays, Wednesdays, Thursdays and Fridays.

A nurse shall be paid a shift premium of seventy cents (\$0.70) for each hour paid which falls within the hours of 06:00-18:00 on Saturdays and Sundays. A nurse shall be paid a shift premium of one dollar and thirty cents (\$1.30) for each hour paid which falls within the hours of 18:00-24:00 on Fridays, Saturdays, and Sundays.

A nurse shall be paid a weekend shift premium of one dollar and thirty cents (\$1.30) for each hour paid which falls within the hours of 24:00-06:00 on Saturdays, Sundays, and Mondays.

17.03 Overtime

Overtime at the rate of time and one half (1 ½) an employee's straight time hourly rate of pay or visit rate (or combination of straight time rate of pay and visit rate, as applicable) shall be paid for all hours worked in excess of forty-four (44) hour in a week.

Notwithstanding the above, the Employer will consider one (1) client visit completed by a visiting field nurse as equal to sixty (60) minutes of time for the purposes of determining hours worked.

17.04 On Call Night Standby

If a Nurse is scheduled for and works an on call/standby shift she shall receive a base rate of thirty-two dollars (\$32.00) per on call/standby shift. If a Nurse is scheduled for and works an on call/standby shift on a paid holiday recognized by Article 18.01, she shall instead receive a base rate of forty-eight dollars (\$48.00) for the on call/standby shift.

17.05 Calling in for Premium Pay

When it has been determined that staff must be called and offered additional work assignments and all nurses in a non premium pay situation have been exhausted, the hours will be offered to nurses in accordance with the sequence outlined in Article 16.05.

ARTICLE 18 – PAID HOLIDAYS

18.01 The following holidays will be recognized as paid holidays:

New Year's Day (January 1)	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day (December 25)
Canada Day (July 1)	Boxing Day (December 26)
Family Day	

18.02 Nurses shall be entitled to one (1) float day per calendar year. Subject to any restrictions within the Collective Agreement, the float day may be taken between January 1 and December 31 of any given year. To be eligible for the float day a nurse must be employed for a minimum of six (6) months. Nurses shall first be eligible for the floater day in the calendar year following the ratification of this Collective Agreement.

Float days not taken within the calendar year will not be paid out to the nurse.

Written requests for the use of the float day will be granted on the basis of seniority considering the availability of replacement nurses, the efficient

operation of the Employer, and continuity of service to the clients of the Employer. Float days will be taken at a mutually agreed time between the nurse and the Employer.

In the event the Ontario *Employment Standards Act, 2000* (as amended or replaced) is amended to add an additional statutory holiday, the float day provided for in this Article shall be replaced with the additional statutory holiday and nurses will no longer be entitled to float days.

- 18.03 An employee who is required to work on any of the foregoing holidays shall be paid at the rate of one and one half (1 ½) times her regular straight time pay for all hours worked on such holiday, in addition to the Public Holiday Pay for that day in accordance with the *Employment Standards Act, 2000*, (as amended or replaced).
- 18.04 Holiday pay will be computed on the basis of the nurse's straight time hourly rate in accordance with the Ontario *Employment Standards Act, 2000* (as amended or replaced).
- 18.05 A shift that begins on any of the foregoing designated holidays shall be deemed to be work performed on the holiday for the full period of the shift.
- 18.06 Where a holiday falls on a nurse's scheduled day off, an additional day off with public holiday pay will be provided in accordance with the Ontario *Employment Standards Act, 2000* (as amended or replaced).

ARTICLE 19 – VACATIONS

- 19.01 The vacation year is defined from January 1st to December 31st of the same year. Nurses are expected to take all of their vacation in the year it is earned.
- 19.02 Nurses who are currently receiving vacation pay on each pay cheque shall continue to do so. All new bargaining unit members shall receive vacation pay on each pay cheque.
- 19.03 Nurses who reach an anniversary date increasing their vacation benefit level will begin to earn vacation at the new vacation benefit level on the first pay period following their anniversary date.
- 19.04 Nurses who have less than one (1) year of service as of December 31st will be granted vacation pay based on 4% of gross earnings.
- 19.05 Nurses with one (1) or more but less than five (5) years of service as of their anniversary date on or before December 31st of the current year shall receive two (2) weeks' vacation with pay based on 4% of gross earnings.

- 19.06 Nurses with five (5) or more but less than twelve (12) years of service as of their anniversary date on or before December 31st of the current year shall receive three (3) weeks' vacation with pay based on 6% of gross earnings.
- 19.07 Nurses with twelve (12) or more years of service as of their anniversary date on or before December 31st of the current year shall receive four (4) weeks' vacation with pay based on 8% of gross earnings.
- 19.08 When a nurse's employment is terminated by the Employer for any reason, full payment for vacation earned, but not taken, will be paid to the nurse. If vacation has been received by the nurse over and above the vacation the nurse has earned in accordance with the Collective Agreement, paid vacation time unearned shall be deducted from the salary paid to the nurse.

ARTICLE 20 – PROFESSIONAL DEVELOPMENT

- 20.01 The Employer and the Union each recognize their 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.
- 20.02
- (a) When an employee is required by the Employer to attend a mandatory meeting in service and other work-related functions outside her scheduled working hours, and the employee does attend the same, he/she shall be paid for all time spent on such attendance at the employee's straight time hourly rate.
 - (b) When an employee is required by the Employer to attend any in-service program or e-learning program during her or his scheduled working hours the employee shall suffer no loss of regular pay.
 - (c) All employees will be credited with seniority and service for all such hours paid as provided above while in attendance at meetings and completing e-learning.

ARTICLE 21 – PROFESSIONAL RESPONSIBILITY/WORKLOAD

- 21.01 In the event that the Employer assigns a client assignment or a workload to a nurse such that the nurse has cause to believe they are being asked to perform more work than is consistent with safe, quality client care, the nurse is responsible for immediately notifying her supervisor, in writing, who will work with the nurse to develop a resolution plan. If the matter is not satisfactorily resolved by the nurse's supervisor, the nurse may raise her concern with the Client Service Manager who will review the issue and facilitate a resolution of the matter.

ARTICLE 22 – HEALTH AND WELFARE BENEFITS

22.01 Retirement Income Savings

The Employer agrees to continue to offer nurses the option of participating in the Employer's current RRSP/TFSA program.

22.02 Group Benefit Plan

The Employer shall provide the Union and each member of the bargaining unit with a copy of the current information booklets for those benefits provided under this Article. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to continue to provide the insurance coverage currently in place for eligible nurses. Any problem with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The Employer may substitute another insurance provider for any of the plans contained in the current employer benefit plans (other than O.H.I.P.) provided that the level of benefits are not decreased. The Employer will notify the Union of its intention to change insurance providers least sixty (60) days prior to implementing a change in insurance provider.

22.03 Employee Assistance Program

The employer will continue to provide all members of the bargaining unit the services of an Employee Assistance Program (EAP). The EAP provider is selected by the Employer and may be changed from time to time at the Employer's discretion.

22.04 Benefit Extension

A nurse working full-time past the age of sixty-five (65) will receive continual benefit coverage in accordance with the plan.

ARTICLE 23 – PERSONNEL FILE

23.01 Upon providing written request to their supervisor at least one (1) week in advance, each employee shall have reasonable access to her or his personnel files for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of her or his supervisor at a mutually agreeable time. A copy of the evaluation(s) will be provided to the employee at her or his request. A request by an employee for a copy of other documents in her or his personnel file may be granted at the discretion of the supervisor or designate, and such permission will not be unreasonably denied.

23.02 Any letter of reprimand or suspension will be removed from the record of

an employee twelve (12) months following the receipt of such letter or suspension provided that such employee's record has been discipline free for the preceding year. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards either period referenced above.

- 23.03 Within fourteen (14) days of receipt of a written request from the employee, the Employer will provide the employee with a confirmation of employment letter detailing her or his employment dates, length of service, job description, and total hours worked.

ARTICLE 24 – TECHNOLOGICAL CHANGE

- 24.01 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the employment status of the employee(s) within the bargaining unit.

ARTICLE 25 – MISCELLANEOUS

- 25.01 The Employer shall provide a bulletin board on each site/office for the purpose of posting notices regarding meetings and other matters of Union business. Notices must be approved by the Union's Bargaining Unit President or designate and the Employer prior to posting. The Employer's permission shall be timely and not be unreasonably denied.
- 25.02 A copy of this Collective Agreement in a mutually agreed form will be issued to each nurse employed. The cost of printing this agreement shall be equally shared between the Union and the Employer.
- 25.03 Pay will be deposited bi-weekly into the nurses bank account by direct deposit. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay period. The regular pay day shall be every other Friday.
- 25.04 Each nurse shall keep the Employer informed of changes to relevant employment information and contact information.
- 25.05 Where a medical examination is required, a nurse may choose the physician/Nurse Practitioner. If the Employer has a specific objection to the physician/Nurse Practitioner selected, the Employer shall provide the specific reasons they object and may also recommend an alternate physician/Nurse Practitioner to the nurse.
- 25.06 The Employer shall give the Union notice of any changes to the Employer's policies or rules that would affect nurses covered by this Collective Agreement.

25.07 The Employer will notify the Bargaining Unit President of the names of all nurses off work beyond a two week period and when the nurse is in receipt of Worker Safety and Insurance Benefits.

25.08 Errors on Pay cheques

In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error. In the event of an overpayment on an employee's pay, the Employer will arrange with the nurse a mutually agreeable repayment schedule, in accordance with the Employment Standards Act, 2000 (as amended or replaced).

25.09 Locked Office Cabinet

The Employer agrees to provide the Bargaining Unit President with a locked file cabinet on the Employer's premises. The locked cabinet will be accessible during the Employer's regular office hours, which are 8:30 a.m. to 4:30 p.m., Monday to Friday.

25.10 Electronic Grievance Forms

- (a) The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 2).
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 9 (grievance procedure).
- (c) Electronic grievances may be sent, via email, to the applicable manager and copied to Human Resources, or the identified designate.
- (d) The electronic signature of the Union representative or Labour Relations Officer will be accepted as the original signature.
- (e) The parties agree to not use or rely upon any preliminary arguments related to signatures on the electronic grievance form should a grievance proceed to arbitration.

ARTICLE 26 – COMPENSATION

26.01 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new

classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed according to the Collective Agreement. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitrator shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the bargaining unit and responsibilities involved. The salary shall be retroactive to the time the position was first [1st] filled by the nurse.

26.02 Transportation / Mileage Allowance

Nurses who complete rural work assignments will be reimbursed at a rate of forty-six cents (\$0.46) per kilometer travelled in accordance with the Employer's current practice for calculating mileage. Additionally, nurses who complete urban work assignments will be reimbursed two dollars and seventy cents (\$2.70) per visit. Lastly, nurses who complete island work assignments will be reimbursed at a rate of twenty-five dollars (\$25.00).

- 26.03 (a) The salary rates in effect during the term of the Agreement shall be those set out in Appendix 1. The regular straight time hourly rates for nurses shall be based on the following classifications:

Classification – Registered Nurse

Classification – Registered Practical Nurse

- 26.04 (a) For the purposes of placement on the wage grid either a newly hired nurse or a nurse who is re-entering the bargaining unit, such nurse shall make a claim in writing for recognition of recent related nursing experience at the time of application for employment. The employee shall co-operate with the Employer by providing verification of such previous experience in writing from previous employers during her or his probationary period. The Employer shall assess the applicability of the previous experience upon receipt of the hours. Where such experience is acceptable, the Employer will place the nurse at an appropriate level on the wage grid, retroactive to the employee's start date. Such placement shall be to the maximum level of the wage grid and shall be on the basis of one (1) increment for each year of nursing experience.
- (b) In addition to (a) above, where an RPN has acquired an RN certificate of registration and has accepted an RN position, the Employer will recognize recent related RPN experience on the basis of one (1) increment for each two (2) years of service as an RPN up to a maximum of three increments. It shall be the responsibility of a newly hired employee to make a claim of recent and related experience within the probationary period in order to be considered for a salary increment. If she fails to make a claim in the specified time period or fails to provide reasonable proof of recent related

experience, she shall not be entitled to recognition.

NOTE: For greater clarity, related nursing experience includes related nursing experience out of province and out of country.

26.05 Each nurse will be advanced from her or his present level to the next level set out in Appendix 1, based upon completion of every 1,950 hours worked.

26.06 Retroactivity

Except as expressly noted, all terms and conditions shall be effective from the first day of the first pay period following receipt of written notice of ratification. Provisions which are expressly made retroactive shall apply to all employees in the bargaining unit on or after the date specified.

All amended provisions are effective from the first day of the first pay period following receipt of written notice of ratification, unless otherwise provided. Retroactivity, if any, will be paid within three full pay periods of the date of ratification. Retroactivity will be on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Employer may pay retroactivity as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

26.07 The salary rates in effect during the term of the Agreement shall be those set out in Appendix 1 Salary/Wages. Retroactivity shall be made effective from the first date of the first pay period following receipt of written notice of ratification.

ARTICLE 27 – DURATION

27.01 This Agreement shall continue in effect until May 31, 2025 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.

27.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

27.03 All terms of the collective agreement shall become effective upon date of ratification by both parties to the agreement unless specifically stated otherwise in the Collective Agreement. Salary/Wage rates shall be effective on the dates and in the amounts stipulated in Appendix 1.

APPENDIX 1

Salary/Wages

For the purposes of correcting placement of nurses on the wage grid, all nurses will be advanced to the appropriate grid level effective date of certification based on career hours worked divided by 1950 hours. Should such calculations identify members who may be deemed to be above career hours on the grid, such members will not be negatively impacted by such calculations and will continue to advance every 1950 hours.

Progression through the wage grid levels will be based on 1,950 hours worked for each step. June 1st, 2021: 1%, June 1st, 2022: 4%, June 1st 2023: 1.5%, June 1st 2024 2%

Registered Nurse (RN)

Level	Hours	Current	Year 1 01-Jun-22 1.0%	Year 1 01-Jun-22 4.0%	Year 2 01-Jun-23 1.5%	Year 3 01-Jun-24 2.0%
1	0	\$29.15	\$29.44	\$30.62	\$31.08	\$31.70
2	1,950	\$30.02	\$30.32	\$31.53	\$32.00	\$32.64
3	3,900	\$30.93	\$31.24	\$32.49	\$32.98	\$33.64
4	5,850	\$31.85	\$32.17	\$33.46	\$33.96	\$34.64
5	7,800	\$32.81	\$33.14	\$34.47	\$34.99	\$35.69
6	9,750	\$33.79	\$34.13	\$35.50	\$36.03	\$36.75
7	11,700	\$34.81	\$35.16	\$36.57	\$37.12	\$37.86
8	13,650	\$35.85	\$36.21	\$37.66	\$38.22	\$38.98
9	15,600	\$36.93	\$37.30	\$38.79	\$39.37	\$40.16

Registered Practical Nurse (RPN)

Level	Hours	Current	Year 1 01-Jun-22 1.0%	Year 1 01-Jun-22 4.0%	Year 2 01-Jun-23 1.5%	Year 3 01-Jun-24 2.0%
1	0	\$21.63	\$21.85	\$22.72	\$23.06	\$23.52
2	1,950	\$22.28	\$22.50	\$23.40	\$23.75	\$24.23
3	3,900	\$22.95	\$23.18	\$24.11	\$24.47	\$24.96
4	5,850	\$23.64	\$23.88	\$24.84	\$25.21	\$25.71
5	7,800	\$24.11	\$24.35	\$25.32	\$25.70	\$26.21
6	9,750	\$24.83	\$25.08	\$26.08	\$26.47	\$27.00
7	11,700	\$25.57	\$25.83	\$26.86	\$27.26	\$27.81
8	13,650	\$26.34	\$26.60	\$27.66	\$28.07	\$28.63
9	15,600	\$27.13	\$27.40	\$28.50	\$28.93	\$29.51

The above wage adjustments will come into effect the first day of the pay period in which June 1st falls, and monies will be paid retroactive to June 1st, 2021. For certainty, nurses will receive two lump-sum payments as follows:

- a) the first payment is for wages for hours worked from June 1, 2021 until the last day of the pay period preceding the pay period in which June 1, 2022 ; and
- b) the second payment is for wages for hours worked from June 1, 2022 until the last day of the pay period preceding the first pay period following receipt of written notice of ratification.

APPENDIX 2

ELECTRONIC GRIEVANCE FORM



ONTARIO NURSES' ASSOCIATION
ASSOCIATION DES INFIRMIERES ET INFIRMIERS DU L'ONTARIO
GRIEVANCE REPORT/RAPPORT DE GRIEF



ONA LOCAL SECTION LOCALE DE L'AIIO	EMPLOYER EMPLOYEUR	STEP ETAP E	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION A L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. NO DU GRIEF	2.	
		3.	
NATURE OF GRIEVANCE AND DATE OF OCCURENCE/NATURE DU GRIEF ET DATE DE L'EVENEMENT			
SETTLEMENT REQUESTED/REGLEMENT DEMANDE			
SIGNATURE OF GRIEVOR: SIGNATURE DU LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIIO	
STEP ONE	EMPLOYER'S ANSWER/REPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
PREM- IERE ETAPE			DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:		▶ ffff
STEP TWO	EMPLOYER'S ANSWER/REPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
DEUX- IEME ETAPE			DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:		▶ fff
STEP THREE	EMPLOYER'S ANSWER/REPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
TROI- S- IEME ETAPE			DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:		▶ ffff
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			

DATED THIS 30 DAY OF May 2023.

FOR THE EMPLOYER:

"Sarah Van Camp"

"Josee Belke"

FOR THE UNION:

"Adriana Breen"

"Samantha Elsliger"
