

**COLLECTIVE AGREEMENT**

Between:

**CHAPLEAU AND DISTRICT FAMILY HEALTH TEAM**  
(referred to as “the Employer”)

And:

**ONTARIO NURSES’ ASSOCIATION**  
(referred to as “the Union”)

EXPIRY DATE: March 31, 2022

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE .....	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - MANAGEMENT RIGHTS.....	1
ARTICLE 4 - DEFINITIONS .....	2
ARTICLE 5 - RELATIONSHIP.....	2
ARTICLE 6 - NO STRIKE, NO LOCKOUT .....	4
ARTICLE 7 - UNION SECURITY .....	4
ARTICLE 8 - REPRESENTATION AND COMMITTEES .....	5
ARTICLE 9 - GRIEVANCE PROCEDURE .....	7
ARTICLE 10 - ORIENTATION AND INSERVICE .....	10
ARTICLE 11 - ACCESS TO FILES .....	12
ARTICLE 12 - SENIORITY.....	12
ARTICLE 13 - LEAVES OF ABSENCE .....	22
ARTICLE 14 - SICK LEAVE AND LONG-TERM DISABILITY .....	26
ARTICLE 15 - HOURS OF WORK/SCHEDULING.....	27
ARTICLE 16 - PREMIUM PAYMENT.....	29
ARTICLE 17 - PAID HOLIDAYS .....	30
ARTICLE 18 - VACATIONS .....	31
ARTICLE 19 - HEALTH AND WELFARE BENEFITS.....	33
ARTICLE 20 – VIOLENCE IN THE WORKPLACE.....	34
ARTICLE 21 - MISCELLANEOUS.....	35
ARTICLE 22 - COMPENSATION.....	35
ARTICLE 23 - DURATION .....	38
LETTER OF UNDERSTANDING - RE: SCHEDULING PRACTICES.....	40
LETTER OF UNDERSTANDING - RE: FUTURE FULL-TIME EMPLOYEES.....	41
LETTER OF UNDERSTANDING - RE: AGREEMENT REOPENER DUE TO ADDITIONAL FUNDING .....	42
LETTER OF UNDERSTANDING - RE: RED CIRCLING .....	43
APPENDIX 1 - GRIEVANCE FORM .....	44
SCHEDULE "A" - SALARY GRID.....	45

## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for on-going means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that employees wish to work together with the Employer to secure the best possible service to the community. Appropriate committees have been created under this Agreement to work towards this objective.
- 1.03 The employer shall not propose and/or enter into an 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.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all clerical employees employed by Chapleau and District Family Health Team in the town of Chapleau, save and except for Office Managers persons excluded by Section 1 (3) b of the *Labour Relations Act*, 1995.

NOTE: Clerical Employees working in a confidential capacity are excluded from the bargaining unit.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union recognizes that the management of the Family Health Team and the direction of the working forces are fixed exclusively in the organization and shall remain fully with the organization except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, direct, promote, demote, classify, transfer, lay-off, and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) establish and enforce reasonable Rules and Regulations not inconsistent with the provisions of this Agreement, governing the conduct of employees, and;
  - (d) generally to manage and operate the Family Health Team, and without restricting the foregoing to determine the kinds and locations of equipment, machines and resources to be used, the allocation and number of employees required by the Employer from time to time, and to operate the Family Health Team and premises of the Employer in a

manner consistent with the complete and efficient operation of the Family Health Team.

- (e) exercise its right and administer the collective agreement in a fair and reasonable manner.

3.02 It is agreed that the Employer may exercise any of the rights, powers, functions or authorities which the Employer had prior to the signing of this Agreement except those rights, powers, functions or authorities which are specifically abridged or modified by this Agreement and these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

#### **ARTICLE 4 - DEFINITIONS**

4.01 The word "employee" or "employees" whenever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as in herein before described.

4.02 A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 15.

4.03 A regular part-time employee is an employee who regularly works less than the normal full-time hours referred to in Article 15. All other part-time employees shall be considered casual employees.

#### **ARTICLE 5 - RELATIONSHIP**

The parties are both committed to a harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below:

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 the employee's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her/his rights under the Collective Agreement.

5.02 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on the Employer's premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.

5.03 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national ethnic origin, place of origin, sex, sexual orientation, marital status, family status, age, ancestry, citizenship, disability, gender identity, gender expression, or any other factor which is not pertinent to the employment relationship.

- 5.04 (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, gender identity, gender expression, or disability". ref: *Ontario Human Rights Code*, Sec. 5 (2).
- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by her/his employer or agent of the employer or by another employee". ref: *Ontario Human Rights Code*, Sec. 7 (2).

The right to freedom from harassment in the workplace applies also to sexual orientation.

- (c) "Every person has a right to be free from,
- i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
  - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person". ref: *Ontario Human Rights Code*, Sec. 7 (3)
- (d) The parties recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the employer's harassment policies and process.
- (e) In recognizing the importance of a harassment free environment, the employer and the union will review organization policies and processes with respect to harassment with the employee during her or his orientation period.
- (f) Where an employee requests the assistance and support of the union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (g) An employee who believes that she or he has been harassed contrary to this provision may file a grievance under Article 9 of this Agreement.

NOTE: "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)

- 5.05 The Employer and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code*.

## **ARTICLE 6 - NO STRIKE, NO LOCKOUT**

- 6.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*, and any strike or lockout will only occur in accordance with the processes outlined within the *Ontario Labour Relations Act*.

## **ARTICLE 7 - UNION SECURITY**

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

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

If the failure to deduct dues results from an error by the Employer, then, as soon as the error is called to its attention by the union, the Employer shall make the deduction in the manner agreed to by the parties.

- 7.02 Such dues shall be deducted monthly and in the case of newly employed employees, such deductions shall commence in the month following their date of hire.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice President, Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified. In the case of any local dues levies, notification will be made by the local treasurer and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 7.05 The amounts so deducted shall be remitted monthly to the Provincial Vice-President - Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made and the employees' social insurance numbers. The list shall also include deletions (indicating terminations) and additions from the preceding month. A copy of this list will be sent to the local Union. If the Employer agrees to provide the union with the information in an electronic format, the parties will meet to discuss the format in which the information will be set out.

The Employer will provide the members' current addresses and phone numbers it has on record, with the dues lists, at least every six months.

- 7.06 The Employer agrees that an officer of the Union or Union representative shall be allowed a reasonable period during regular working hours to interview newly hired employees during their probationary period. During such interview, membership forms may be provided to the employee. These interviews will be scheduled in advance. The exact time and location of the meeting will be agreed to between the Local Union and the Employer. Where two or more employees begin working at the same time the interviews will be conducted collectively.
- 7.07 The Employer will provide each employee with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Employer's payroll system.

## **ARTICLE 8 - REPRESENTATION AND COMMITTEES**

### 8.01 Meetings:

All joint Employer Union meetings shall be scheduled, where practical, during the employee's regular working hours. The Employer will provide replacement staff where operationally required.

The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending meetings with the Employer. The Employer will pay the Bargaining Unit President at her/his straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours when requested by the Employer or mandated by the Collective Agreement.

### 8.02 Employee Representatives & Grievance Committee

- (a) The Employer acknowledges the right of the Union to appoint one (1) Union representative from amongst the employees in the bargaining unit for the purposes of dealing with Union business as provided in this Collective Agreement. The one (1) Union representative will form the grievance committee and one of them will be chair. Up to two members of the grievance committee may assist in the presentation of any grievances that may arise.
- (b) It is agreed that Union representative and member of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. The Employer agrees to pay the Union representative for all time spent during their regular hours in meeting with management in the resolution of grievances.

### 8.03 Employer-Union Committee

- (a) There shall be an Employer-Union Committee comprised of one (1) representative of the Employer and one (1) member of the Union. The membership of this committee may be expanded by mutual agreement.

- (b) Either party may request a meeting as issues of interest to this Committee arise. The duties of chair and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
  - i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern regarding work of the bargaining unit
  - ii) discussing and reviewing matters relating to orientation and in-service programs.
- (d) The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.

#### 8.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee comprised of one (1) representative of the Union for the purpose of negotiating a renewal agreement. The Employer agrees to pay member 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.

#### 8.05 Occupational Health and Safety

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.
- (b) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (c) Where the Employer identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.

8.06 The Union may hold meetings on the workplace premises providing permission has been first obtained from the Employer.

8.07 The Union shall keep the Employer notified in writing of the names of the union representatives and/or Committee members and Officers of the Local Union appointed or selected under this Article as well as the effective date of their respective appointments.

8.08 All reference to union representatives, committee members and officers in this Agreement shall be deemed to mean employee representatives, committee members or officers of the Local Union.



- 8.09 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the workplace for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Executive Director or designate. Such representatives shall have access to the premises only with the approval of the Executive Director which will not be unreasonably withheld.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 9.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her/his union representative. In the case of suspension or discharge, the Employer shall notify the employee of the purpose of this meeting and of this right in advance. The Employer will also advise the Bargaining Unit unless requested otherwise.
- 9.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she/he has first given her/his immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with her/his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. This discussion may include consultation, advice and assistance from others. If there is no settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of the immediate supervisor's decision in the following manner and sequence:

### **Step No. 1**

The employee may submit a written grievance through the Union, signed by the employee, to her/his immediate supervisor. The grievance shall be on a form referred to in Article 9.08 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver her/his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her/him. Failing settlement, then:

### **Step No. 2**

Within nine (9) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to the Director of the Chapleau and District Family Health Team or designate. A meeting will then be held between the Employer Administrator or designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by mutual agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Executive Director or designate

may have such counsel and assistance as she/he may desire at such meeting. The decision of the Employer shall be delivered in writing to the Labour Relations Officer and the local association representative within nine (9) calendar days following the date of such meeting.

- 9.04 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be hereby bypassed. A grievance by the Employer shall be filed with the Bargaining Unit President or designate.
- 9.05 Where a number of employees have identical grievances, and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Director or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievances.
- 9.06 The Union may process a grievance to the subsequent step level in the event the Employer fails to respond within the prescribed time limits.
- It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.
- 9.07 Union grievances shall be on the form set out in Appendix 1.
- 9.08 The release of an employee during the probationary period shall not be subject of a grievance or arbitration unless such release is a result of discrimination under the Human Rights Code.
- 9.09 Arbitration
- (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step No.2 , it will be deemed to have been received within the time limits.

- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

9.10

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration. Where the grievance concerns:

- (a) Selection decisions on job vacancies
- (b) Premiums
- (c) Scheduling issues
- (d) Article 21 – Compensation issues
- (e) Entitlement to leaves, including vacation
- (f) Discipline up to, but not including discharge
- (g) Short term layoffs
- (h) Dues issues
- (i) Any other issues agreed by the parties,

the matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 9.11. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of a sole arbitrator. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to affect such appointment upon application thereto by the party invoking the arbitration procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 9.14, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 9.11 For all other grievances, the matter shall be determined by a three (3) person Board of Arbitration, unless the parties agree to proceed under Article 9.11. The party requesting arbitration shall, at the time of notification of its decision to submit the difference or allegation to arbitration shall name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee. However, if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two (2) nominees, or the parties, if they have agreed not to utilize nominees shall attempt to select by agreement a chair of the arbitration board. If they are unable to agree upon such a chair within a period of fourteen (14) calendar days they shall then request the Minister of Labour for the province of Ontario to appoint a chair. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- Subject to Article 9.14, once appointed, the Board of Arbitration shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.
- 9.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chair will be final and binding upon the parties hereto and the employee(s) concerned.
- 9.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board.
- 9.16 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 subject only to the provisions of Section 48(16) of *The Labour Relations Act*.

## **ARTICLE 10 - ORIENTATION AND INSERVICE**

- 10.01 The Employer recognizes the need for an Employer Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Employer and the employees involved.
- 10.02 Employees who displace other employees in the event of a long-term layoff, employees recalled from layoff, employees whose probationary period has been extended under Article 12.01, and employees who are transferred on a permanent basis may be provided any orientation determined necessary by the Employer for the purposes of allowing the employee to assume satisfactorily the

duties of such position. A request by such an employee for orientation shall not be unreasonably denied.

10.03 Both the Employer and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programs related to the requirements of the Employer. Such programs will be publicized.

10.04 When an employee is on duty and is authorized to attend any in-service program within the workplace and during her/his regularly scheduled working hours the employee shall suffer no loss of regular pay. Should the Employer require an employee to acquire upgraded or specific skills on the work unit, the Employer will pay for attendance at such training at regular wages and will also pay for tuition and materials.

10.05 Technological Change

(a) 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 status of the employee within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

Employees who are subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 12.07 will apply.

(b) Where technological change is being implemented and new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work wherever possible and may extend for up to six (6) months.

10.06 (a) Where there are vacant positions available under Article 12 but an employee who has received notice of layoff is not qualified to perform the available work, and such employee is not able to displace another employee under Article 12, the employee will be provided with a maximum of twelve (12) weeks training provided that this training would result in the employee being qualified to do the work available. In determining the position for which training will be provided the Employer shall take account of the employees stated preference.

- (b) Where an employee receives training under this provision, she/he need not be considered for any further vacancies for a period of six (6) months from the date she/he is placed in the position.

### **ARTICLE 11 - ACCESS TO FILES**

11.01 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her or his views to such evaluation prior to it being placed in her or his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.

Each employee shall have reasonable access to all her or his files for the purpose of reviewing their contents in the presence of her or his supervisor. A copy of the evaluation 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 file will not be unreasonably denied.

Notwithstanding Article 11.02, upon review of the file, should the employee believe that any counselling letter is no longer applicable, she or he may request that such documentation be removed. Such request shall not be unreasonably denied.

11.02 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension, or other sanction provided that such employee's record has been discipline free for one year.

### **ARTICLE 12 - SENIORITY**

12.01 (a) A new employee will be considered to be on probation until she/he has completed sixty (60) days of work within any twelve (12) calendar months. Upon completion of the probationary period, she/he shall be credited with seniority equal to ninety (90) working days.

(b) i) With the written consent of the Employer, the probationary employee and the Bargaining Unit President or designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional thirty (30) tours (225 hours) worked and, where requested, the Employer will advise the employee and the Union of the basis of such extension.

ii) The parties recognize that ongoing feedback about the employee's progress is important to the probationary employee.

- (c) An employee who transfers from casual or regular part-time to full-time status or vice versa shall not be required to serve a probationary period where such employee has previously completed one since her/his date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for employees whose regular hours of work are other than the standard work day) during the nine months immediately preceding the transfer shall be credited towards the probationary period.

12.02

- (a) A seniority list shall be established for all full-time employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary employees shall be included in the seniority list.
- (b) A seniority list shall be established for all regular part-time employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular part-time probationary employees shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.
- (c) A seniority list shall be maintained for casual part-time employees for the purposes of Article 12.06 only. Seniority on such lists will be expressed in terms of total hours worked and will be applicable solely for purposes of Article 12.06.
- (d) A copy of the current seniority list will be filed with the Bargaining Unit President, or designate, on request and on December 1st and June 1st of each year. A copy of the seniority list shall also be posted at the same time.

12.03

An employee's full seniority and service shall be retained by the employee in the event that the employee is transferred from full-time to part-time or in the event the employee is transferred from casual to regular part-time or vice-versa. An employee whose status is changed from full-time to part time shall receive credit for her/his full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. An employee whose status is changed from part-time to full-time shall receive credit for her/his full seniority and service on the basis of one year of seniority or service for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer. For the purpose of job posting competitions only, part-time seniority, once converted to a date, shall not precede the part-time employee's date of hire. Part-time service, once converted to a date, shall not precede the employee's date of hire.

12.04

If a full-time employee's absence without pay from the workplace including absences under Article 13, Leaves of Absence, 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/he is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days an employee may arrange with the Employer to prepay

the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage.

Notwithstanding this provision, seniority shall accrue if an employee's absence is due to disability.

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 13.07 and while an employee is on parental leave under Article 13.08 for a period of up to eighteen (18) weeks or the maximum allowed under the *Employment Standards Act*, the *Employment Insurance Act* or other applicable legislation, whichever is greatest. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to thirty-five (35) weeks or the maximum allowed under *Employment Standards Act*, the *Employment Insurance Act* or other applicable legislation while on parental leave under Article 13.08.

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

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

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

12.06 Loss of Seniority

An employee shall lose all service and seniority and shall be deemed to have terminated if the employee:

- (a) resigns
- (b) retires
- (c) is discharged and not reinstated through the grievance and arbitration procedures
- (d) has been laid off for twenty-four (24) months
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer.
- (f) fails to return to work (subject to the provisions of 12.05(e)) upon termination of an authorized leave of absence without permission in writing from the Employer. Such permission will not be unreasonably denied.



- (g) if the employee has been laid off and fails to return to work within fifteen (15) calendar days after the employee has been notified of a recall by the Employer, through registered mail, addressed to the last address on the records of the Employer; or such further period of time as may be agreed upon by the parties.

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

12.07

- (a) i) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. All applications are to be made in writing within the posting period. Subsequent vacancies created by the filling of a posted vacancy are to be posted for five (5) consecutive days.
- ii) A copy of all job postings will be provided to the local Union at the time of posting. As well, the names of the successful candidate will be provided.
- iii) The job posting provisions take precedence over any recall rights that employees may have under this agreement, unless otherwise provided herein.

Where a full-time employee on layoff is the successful candidate for a vacant part-time position, she/he shall retain recall rights to her/his former position in the full-time bargaining unit for a period of six months from the date of her/his layoff. This shall also apply to a part-time employee on layoff who is the successful candidate for a vacant full-time position. In these circumstances, the job posting provisions will not apply.

- (b) An employee may make a written request for transfer by advising the Employer and filing a Request for Transfer form indicating her/his name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as of the date it is received by the Employer and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

At the request of the employee, the Employer will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.

- (c) Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job posting will be notified, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

- (d) Employees shall be selected for positions under either 12.06 (a) on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period.

The successful applicant will be placed in the vacancy for a trial period not exceeding thirty (30) working days and if the employee proves satisfactory, then she/he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels she/he is unable to perform the duties of the vacancy to which she/he is posted, the employee will be returned to her/his former position at her/his former salary or rate of pay, and the filling of subsequent vacancies will likewise be reversed.

- (e) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Employer. In filling such vacancies consideration shall be given to regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time employee, consideration will be given to casual part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit employees supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time employees fill temporary full-time vacancies, such employees shall be considered regular part-time and shall be covered by the terms of the part-time collective agreement. Upon completion of the temporary vacancy, such employee shall be reinstated to her/his former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (f) The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.
- (g) An employee selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her/his selection. This does not apply to employees applying for vacancies or requesting a transfer to full-time or regular part-time positions posted in accordance with Article 12.07.

## 12.08

### Layoff

- (a) A short term layoff shall mean:
- i) a layoff resulting from a planned temporary closure of any part of the Employer's workplace during all or part of the months of July

and August (a summer shutdown) or during the period between December 15<sup>th</sup> and January 15<sup>th</sup> inclusive (Christmas shutdown); or

- ii) a layoff resulting from a planned temporary closure, not anticipated to exceed six months in length, of any part of the Employer's workplace for the purpose of construction or renovations; or
  - iii) any other temporary layoff which is not anticipated to exceed three (3) months in length.
- (b) In the event of a short term layoff, the Employer shall provide the local Union with no less than 30 calendar days' notice.
- (c) Cancellation of single or partial shifts shall not be considered a layoff, however it will be conducted on the basis of the reverse seniority of employees in the classification affected. A partial or single shift reassignment will not be considered a layoff, however it will also be conducted on the basis of reverse seniority in the classification affected.
- (d) An employee who has been notified of a short-term layoff may:
- i) accept the layoff; or
  - ii) elect to transfer to a vacant position, provided she/he is qualified to perform the available work; or
  - iii) displace the least senior employee in the bargaining unit whose work she/he is qualified to perform.
- (e) A "long-term layoff" shall mean any layoff which is not a short-term layoff.
- (f) In the event of a proposed layoff at the Employer of a permanent or long-term nature the Employer shall:
- i) provide the Union with no less than sixty (60) days written notice of the proposed layoff or elimination of position; and
  - ii) provide to the affected employee(s) no less than sixty (60) days written notice of layoff.
- (g) An employee who has been notified of a long-term layoff may
- i) accept the layoff; or
  - ii) elect to transfer to a vacant position provided that she/he is qualified to perform the available work; or
  - iii) displace another employee, in any classification for which qualified, and who has lesser bargaining unit seniority and who is the least senior employee on a unit or area whose work the employee subject to layoff is qualified to perform.

- (h) In all cases of layoff, the Employer shall meet with the local Union to review the following:
- i) the reasons for the layoff and the expected duration of the layoff if short term
  - ii) the service which the Employer will undertake after the layoff;
  - iii) the method of implementation including the areas of cut-back and the employees to be laid off; and
  - iv) any limits which the parties may agree on the number of employees who may be newly assigned to a unit or area.

Note: Where any proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided above shall be considered notice to the Union of any subsequent layoff.

12.09 In the event of a layoff, employees shall be laid off in the reverse order of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary employees shall be first laid off.

- 12.10
- (a) Any agreement between the Employer and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. The unavailability of a representative of the Union shall not delay any meeting regarding layoffs or staff reductions.
  - (b) Where a vacancy occurs in a position following a layoff hereunder as a result of which an employee has been transferred to another position, the affected employee will be offered the opportunity to return to her/his former position providing such vacancy occurs within six (6) months of the date of layoff. Where the employee returns to her/his former position there shall be no obligation to consider the vacancy under Article 12.06. Where the employee refuses the opportunity to return to her/his former position the employee shall advise the Employer in writing.
  - (c) No reduction in hours or work shall take place to prevent or reduce the impact of a layoff without the consent of the Union. In the event that the Employer has an operational requirement for such reduction in hours to reduce the impact of layoff, such consent by the Union will not be unreasonably withheld.
  - (d) All regular part-time and full-time employees represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories as per Article 12.09 before any new employee is hired into either category.
  - (e) Full-time and part-time layoff and recall rights shall be separate.
  - (f) Casual part-time employees shall not be utilized while full-time or regular part-time employees remain on layoff, unless the provisions of Article 12.09 have been complied with.

- (g) In this Article (12.08), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.

## 12.11

Full-time and regular part-time employees shall be recalled in the order of seniority subject to the following provisions, provided that an employee recalled is qualified to perform the available work.

- (a) Full-time and regular part-time employees on layoff may notify the Employer of their interest in accepting occasional vacancies and/or temporary vacancies which may arise and for which they are qualified. Such notification of interest shall state any restrictions on the type of assignment which an employee is willing to accept, and shall remain valid for six weeks. However if an employee declines an occasional or temporary vacancy the Employer shall not be obliged to call upon the employee again during the balance of such six-week period.
- (b) For the purposes of this article, an "occasional vacancy" shall mean an assignment which is anticipated not to exceed five shifts (37.5 hours). Occasional vacancies shall be offered first to regular part-time employees on layoff who have expressed interest, and if no such part-time employee accepts then to full-time employees on layoff who have expressed interest, and if no such full-time employee accepts then to casual part-time employees.
- (c) For the purposes of this article, a "temporary vacancy" shall mean an assignment which is anticipated to exceed five shifts (37.5 hours). Temporary vacancies which arise in the full-time bargaining unit shall be offered by seniority first to full-time employees on layoff who have expressed interest, and if no such full-time employee accepts then by seniority to regular part-time employees on layoff who have expressed interest, and if no such part-time employee accepts then to casual part-time employees. Temporary vacancies which arise in the part-time unit shall be offered by seniority first to regular part-time employees on layoff who have expressed interest, and if no such part-time employee accepts then by seniority to full-time employees on layoff who have expressed interest, and if no such full-time employee accepts then to casual part-time employees.
- (d) An employee to whom an occasional or temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain her/his position on the recall list.

The acceptance of a temporary or occasional vacancy that is anticipated to exceed sixty (60) calendar days shall be considered a recall from layoff for purposes of Article 12.05(c). No new notice of layoff will be required and the employee will be deemed to be laid off at the conclusion of the temporary or occasional vacancy.

A full-time employee on layoff who accepts a temporary full-time vacancy within thirty (30) days of the effective day of layoff will continue to receive benefit coverage for the duration of the temporary vacancy.

A full-time employee who has worked for more than 600 hours in 140 calendar days as the result of accepting one or more temporary vacancies shall thereafter be eligible for benefit coverage as a full-time employee and shall be paid accordingly and shall continue to receive benefit coverage so long as she/he continues to fill a temporary vacancy and such full-time employee shall accrue seniority in the manner prescribed for full-time employees throughout the period of employment.

Otherwise, a full-time employee who accepts a temporary or occasional vacancy shall be paid her/his regular full-time rate of pay together with a percentage payment in lieu of benefits at the rate specified for part-time employees.

A full-time employee who accepts a temporary part-time vacancy or occasional vacancies as provided herein will accrue seniority throughout the period of such employment in the manner prescribed for part-time employees.

A part-time employee who accepts a temporary or occasional vacancy will accrue seniority throughout the period of such employment in the manner prescribed for part-time employees.

- 12.12 (a) An employee who is transferred to a position outside of the bargaining unit for a period of not more than three (3) months, shall not suffer any loss of seniority, service or benefits.

An employee who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

An employee must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the Bargaining Unit of the names of any employees performing the duties of positions outside of the bargaining unit pursuant to Articles 12.11 and/or 21.03 (b), the date the assignment commenced, the area of assignment and the duration of such assignments.

- 12.13
- (a) Employees not covered by the terms of this Agreement, will not perform the duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies, when regular employees are not available.
  - (b) The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees, other than casual part-time employees, results from such contracting out.
  - (c) Notwithstanding the foregoing, the Employer may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the Employer provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:
    - i) to employ the employees thus displaced from the Employer; and
    - ii) in doing so to stand, with respect to that work, in the place of the Employer for the purposes of the Employer's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the Employer agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

- 12.14
- (a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives. In other circumstances, the balance of this Article will apply.
  - (b) Where an employee has received individual notice of long term layoff under Article 12.07 such employee may resign and receive a separation allowance as follows:
    - i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she/he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
    - ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, her or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

12.15 The Employer and the Union will utilize the services of HSTAP or such other labour adjustment service provider as the local parties may agree upon for purposes of a jobs registry and for counselling, adjustment, training, and development services.

NOTE 1: Seniority lists and layoff and recall rights of part-time employees shall be separate from full-time employees.

NOTE 2: The seniority list referred to in Article 12.02 shall include any other information that is currently provided to the Union.

### **ARTICLE 13 - LEAVES OF ABSENCE**

13.01 The Employer may grant Leaves of Absence without pay to any employee for personal reasons, upon written application by the employee explaining the purpose of such leave. Such leave shall be confirmed in writing by the Employer within fourteen (14) days, except in cases of emergency and shall specify the date on which the employee is required to return to work. Such leave shall not be unreasonably withheld.

#### 13.02 Leave for Union Business

The Employer agrees to grant leaves of absence, without pay, to employees selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings provided that the number of bargaining unit members on such leave does not exceed one (1) bargaining unit members at any one time. The total time of absence for all bargaining unit members granted under this clause shall not exceed an aggregate of sixty (60) days in a calendar year and providing the granting of such leave does not interfere with the efficient operations of the workplace. A bargaining unit member who is on a scheduled day off on a day that she/he is required to attend Union functions will, if she/he so requests and where possible, be granted an alternate day off without pay at a mutually agreeable time. The original scheduled day off will then be treated as a leave of absence for Union business. Employees shall notify the Employer of their request for union leave at least ten (10) days in advance when possible. Part-time employees will receive service and seniority credit for all leaves granted under this Article.

#### 13.03 Local Coordinator Leave

The Employer agrees to grant leaves of absence, without pay, to employees elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position whenever possible.

#### 13.04 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/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 12.04, there shall be no loss of seniority or



service for a full-time employee during such leave of absence. There shall be no loss of seniority or service for a part-time employee during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 13.02 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 applicable benefits.

13.05 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 for a period of up to three (3) consecutive two year terms. Notwithstanding Article 12.04, there shall be no loss of service or seniority for a full-time employee during such leave of absence. There shall be no loss of service or seniority for a part-time 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.

13.06 Bereavement Leave

- (a) An employee who notifies the Employer as soon as possible following a bereavement shall be granted five (5) consecutive working days off without loss of regular pay for scheduled hours, to be taken in conjunction with the day of the funeral or memorial service (or equivalent) of a member of her/his immediate family. "Immediate family" means parent, spouse, son, daughter, brother, sister, or grandchild. An employee shall be granted three (3) consecutive working days bereavement leave without loss of regular earnings to attend the funeral of, or memorial service (or equivalent), for her/his son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse, aunt or uncle. An employee who notifies the Employer as soon as possible following a bereavement shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral or memorial service (or equivalent) for her/his niece or nephew.

"Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. Where an employee does not qualify under the above-noted conditions, the Employer may nonetheless grant a paid bereavement leave. The Employer, in its discretion, may extend such leave with or without pay.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding the overall entitlement, in order to accommodate religious and cultural diversity.

- (b) Part-time employees will be credited with seniority and service for all such leave.

13.07 Jury & Witness Duty

An employee shall be granted a leave of absence without pay if required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party.

13.08 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for Pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (d) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For part-time employees this credit will be based on what the employee's regular hours of work would have been.
- (e) The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.

13.09 Parental Leave

- (a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service. An employee who has taken a pregnancy leave under Article 13.07 is eligible to be granted a parental leave in accordance with the *Employment Standards Act*.
- (b) An employee who qualifies for parental leave other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of the leave and the expected date of return.
- (c) For the purposes of the Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as her/his own.
- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of

absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

An employee shall reconfirm her/his intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (e) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks while an employee is on parental leave. For part-time employees this credit will be based on what the employee's regular hours of work would have been.
- (f) The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.

#### 13.10 Education Leave

- (a) Leave of absence, without pay, for the purposes of further education directly related to the worker's employment with the Employer may be granted on written application by the employee to her/his Supervisor or designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or regular part-time employee shall be entitled to leave of absence without loss of earnings from her/his regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which an employee is enrolled to upgrade their employment qualifications.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the worker's employment at the workplace may be granted at the discretion of the Employer upon written application by the employee to her/his Supervisor or designate.

#### 13.11 Family Medical Leave

- (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to eight (8) weeks within a twenty-six (26) week period.
- (b) An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating during the leave.
- (c) Subject to any changes in an employee's status which would have occurred had he or she not been on Family Medical Leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

## **ARTICLE 14 - SICK LEAVE AND LONG-TERM DISABILITY**

14.01 There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift, prior to going on sick leave benefits or WSIB benefits. This provision will not disentitle the employee to a lieu day under Article 17 if she/he otherwise qualified.

14.02 If the Employer requires the employee to obtain a medical certificate the Employer shall pay the cost of obtaining the certificate to a maximum of thirty (\$30.00) dollars per note.

14.03 Employees returning to work from an illness or injury compensable under WSIB will be assigned light work as necessary, if available.

### 14.04 Injury Pay

If an employee is injured on the job and her/his supervisor excuses him from further duty for the balance of her/his shift, the employee's regular rate of pay shall continue for the balance of that shift.

### 14.05 Modified Work

(a) The Employer will notify the Bargaining Unit President of the names of all members who go off work due to a work related injury (whether or not the employee is in receipt of WSIB benefits).

(b) The Employer agrees to provide the employee with a copy of WSIB form 7 at the same time that it is sent to WSIB.

(c) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to suitable work.

### 14.06 Modified Work/Return to Work Programs

The Employer and the Association recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled employees based on the following principles and the Employer's Modified Work policy:

(a) An employee has the right to employment following an injury or illness if the employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.

(b) An employee participating in this program on a temporary basis, will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher.

In the event it is determined that an employee requires permanent alternate work, they will be paid the usual rate for the position.

- (c) An employee with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered, if available, alternative suitable work. Every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
- (d) In order to return an employee with a disability to her/his pre-injury/illness job, appropriate accommodation may include, but is not limited to, modifications to the job or work station, reorganization of the work and/or retraining of the employee in order to perform the essential duties of the pre-injury job or alternative work.

### **ARTICLE 15 - HOURS OF WORK/SCHEDULING**

- 15.01 The following provision designating regular hours on a daily tour and regular daily tours over the work schedule determined by the Employer shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule.
  - (a) The normal daily tour shall be seven and one-half (7½) consecutive hours, exclusive of an unpaid one-half (½) hour meal period.
  - (b) Employees shall be entitled to relief periods during the tour on the basis of fifteen (15) minutes for each half tour.
  - (c) Where an employee is authorized by her/his supervisor to miss the normal lunch break due to workload such employee shall be paid time and one half (1½) her/his regular straight time hourly rate for all time worked in excess of her/his normal daily hours.
- 15.02 The regular daily tours of duty of a full-time employee shall be five (5) days per week.
- 15.03
  - (a) Work schedules will be posted at least two (2) weeks in advance of their commencement and shall cover a four (4) week period. Copies of schedules will be provided to the Union upon request. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting.
  - (b) Requests for a change in posted time schedules must be approved by the Employer. Such requests will be submitted in writing, state the specific dates and tours of duty being exchanged and be signed by both employees. Such requests will not be unreasonably denied.
  - (c) Work schedules shall first be submitted to the Union for discussion, before changes are made and only changes discussed shall be implemented by the Employer. Full-time employees shall not have their normal hours of work reduced by the utilization of any part-time or casual employee.

15.04 Regular part-time employees must make themselves available for a commitment of sixty (60) hours bi-weekly. This is not to be construed to be a guarantee of available work.

15.05 Casual part-time employees are those employees whose employment may vary in length from day to day and week to week, and who:

- (a) Work on a "call" or "short-notice basis"; or
- (b) Replace regular part-time employees when there are no other regular part-time employees not in an overtime positions available for work.

The pay for any one day for a casual part-time employee may not be less than four (4) hours unless otherwise agreed to by the employee, the Employer, and the Union.

15.06 (a) The Employer agrees to schedule regular part-time employees up to their commitment, by seniority in their respective classification, on the posted schedule in each department.

(b) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees in each classification provided that no employee will exceed her/his commitment as a result of being offered such extra tours where there are regular part-time in their respective classification who have not been offered their commitment of shifts.

(c) Where all regular part-time employees have been given the opportunity to work up to their committed tours, extra tours will be offered to regular part-time employees on the basis of seniority and qualifications to perform the available work.

(d) Where no regular part-time employee is willing to perform the work available, the tour will be offered to casual employees on the basis of seniority and qualification to perform the available work.

(e) Regular part-time employees and casual employees who wish to be considered for additional shifts shall so indicate to the Employer in writing on a periodic basis as stipulated by the Employer.

(f) It is recognized that the Employer shall not be required to assign or offer any hours which may result in overtime premium pay.

(g) Casual employees are to be utilized only when qualified part-time employees are not available.

15.07 Employees required to travel out of town on Employer business shall be reimbursed for the reasonable costs of travelling, all meals and accommodations, provided that the employee furnish all receipts for the foregoing.

## **ARTICLE 16 - PREMIUM PAYMENT**

- 16.01 The regular straight time rate of pay is that prescribed in the Wage Schedule of the Collective Agreement.
- 16.02 If a full-time or part-time employee is authorized to work in excess of 7.5 hours in any day or over 75 hours in a two-week period, she/he shall receive overtime premium of one and one-half (1½) times her/his regular straight time hourly rate for all hours in excess of the foregoing.
- An employee shall not be entitled to work overtime unless personally requested to do so by her/his immediate supervisor.
- 16.03 The overtime rate shall be time and one-half (1½) the employee's straight time hourly rate.
- Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which overtime is paid.
- 16.04 Where an employee is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate as a result of 16.02 above and the employee is required to work additional hours following her/his full tour on that day (but not including hours on a subsequent regularly scheduled tour for such employee) such employee shall receive two (2) times her/his regular straight time hourly rate for such additional hours worked.
- 16.05 Reporting Pay
- An employee who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at her/his regular straight time hourly rate. The employee shall be required to perform any duties assigned by the Employer which she/he is capable of doing, if her/his regular duties are not available.
- 16.06 Call-Back
- Where a full-time or regular part-time employee has completed her/his regularly scheduled tour and left the workplace and is called in to work outside her/his regularly scheduled working hours, or where an employee is called back from standby, such employee shall receive time and one-half (1½) her/his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1½) her/his regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her/his regularly scheduled shift. In such a case, the employee will receive time and one-half (1½) her/his regular straight time hourly rate for actual hours worked up to the commencement of her/his regular shift.
- 16.07 It shall be the responsibility of the employee to consult posted work schedules. The Employer will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee. Where less than twenty-four (24) hours' notice is given personally to a full-time employee or part-

time, time and one-half (1½) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of the employee's new schedule.

Where the first shift of the employee's new schedule is otherwise a premium paid tour, she/he will be paid two times her/his straight time hourly rate for all hours worked.

## **ARTICLE 17 - PAID HOLIDAYS**

17.01 A full-time employee who otherwise qualifies under Article 17.02 hereunder shall receive the following days as paid holidays:

New Year's Day – January 1<sup>st</sup>  
 Family Day  
 Good Friday  
 Victoria Day  
 Canada Day – July 1<sup>st</sup>  
 August Civic Holiday  
 Labour Day  
 Thanksgiving Day  
 Christmas Eve (1/2 day)  
 Christmas Day – December 25<sup>th</sup>  
 Boxing Day – December 26<sup>th</sup>  
 New Years Eve (1/2 day)

In the event that the Provincial Government declares an additional holiday during the term of this Agreement, such holiday will be substituted for one of the above-mentioned holidays. The designation of the additional holiday for an existing holiday shall be subject to local determination and such designation shall not add to the present number of holidays.

17.02 In order to qualify for pay for a holiday, a full-time employee shall complete her/his full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer or the employee was absent due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Employer;
- (c) a paid leave of absence provided the employee is not otherwise compensated for the holiday.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day. An employee receiving Worker's Compensation Benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workers' Compensation Benefits and the holiday pay.

17.03 Holiday pay will be computed in accordance with the provisions of the *Employment Standards Act*.



- 17.04 Subject to Article 17.02:
- (a) Where a holiday falls during a full-time employee's scheduled vacation period, the employee's vacation shall be extended by one (1) day unless the employee and the Employer agree to schedule a different day off with pay.
  - (b) Where a holiday falls on a full-time employee's scheduled day off an additional day off with pay will be scheduled.
- 17.05 (a) Payment for Working a Holiday - full-time
- If an employee is required to work on any of the foregoing holidays, the employee shall be paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 17.02 above, the employee will receive a lieu day off with pay in the amount of her/his regular straight time hourly rate of pay times the number of hours in a normal daily tour.
- (b) Payment for Working a Holiday - Part-time
- If an employee is required to work on any of the foregoing holidays, the employee shall be paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04.
- 17.06 Where an employee is entitled to a lieu day under Article 17.04 or 17.05 above, the lieu day will be taken within ninety (90) days following the holiday at a mutually agreeable time, or else the Employer will pay the employee in accordance with Article 17.03.
- In the event of a staffing shortage which prevents lieu days from being scheduled at a mutually agreeable time, the time limit will be extended.
- 17.07 Holidays not worked shall for the purpose of computing weekly overtime, be considered as a day worked.

## **ARTICLE 18 - VACATIONS**

### **18.01 Full-time Vacation Entitlement**

All full-time employees shall receive vacations with pay based on length of full-time continuous service as follows:

- (a) Employees who have completed less than one (1) year of continuous service as of March 31 shall be entitled to a vacation on the basis of .83 days for each completed month of service.
- (b) Employees who have completed one (1) year but less than five (5) years of continuous service as of March 31 shall be entitled to an annual vacation of three (3) weeks with pay provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (c) Employees who have completed five (5) or more years of continuous service as of March 31 shall be entitled to an annual vacation of four (4) weeks with pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (d) Employees who have completed five (5) years but less than thirteen (13) or more years of continuous service as of March 31 shall be entitled to an annual vacation of four (4) weeks with pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (e) If an employee works or receives paid leave for less than 1525 hours in the vacation year she/he will receive vacation pay based on a percentage of her/his gross salary paid for work performed in the vacation year on the following basis:
 

2 week entitlement	-	4%
3 week entitlement	-	6%
4 week entitlement	-	8%

#### 18.02 Part-time Vacation Entitlement

Part-time and casual employees shall be entitled to weeks of vacation time off, if so desired, as set out in Article 18.01 above. All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees, paid based on their gross earnings in the preceding year. If an employee works or receives paid leave for less than 1100 hours in the vacation year she/he will receive vacation pay based on a percentage of her/his gross salary for work performed in the vacation year on the following basis:

2 week entitlement	-	4%
3 week entitlement	-	6%
4 week entitlement	-	8%

Equivalent years of service, calculated pursuant to the formula set out in Article 12.03, shall be used to determine vacation entitlement and will be calculated on the basis that 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

Casual part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable. Equivalent years of service will be based on the casual part-time employee's seniority established under Article 12.03 and will be calculated on the basis that 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

- 18.03 An employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her/him to the date of her/his separation, it being understood and agreed that the employee will provide at least two (2) weeks' notice of termination.

18.04 For the purpose of vacation entitlement, service for those employees whose status is changed from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time employee employed by the Employer and accumulated on a continuous basis. For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice versa.

18.05 Illness During Vacation

- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

18.06 Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 13.06.

18.07 The vacation year is from April 1 to March 31 in any year.

- 18.08
- (a) Vacations may be taken at any time of the year subject to the approval of the employee's immediate supervisor or designate. Vacations shall not be unreasonably withheld.
  - (b) Prior to leaving on vacation, employees shall be notified of the date and time at which to report for work following vacation.
  - (c) Employees shall be given preference with respect to their vacation periods in accordance with their seniority.

**ARTICLE 19 - HEALTH AND WELFARE BENEFITS**

19.01 The Employer agrees, during the term of the Collective Agreement, to provide part-time and casual employees an amount equal to 12.4% of their wages on each pay, which is in-lieu of all fringe benefits, and in-lieu of all statutory holidays covered under Article 17 of the Collective Agreement. Part-time and casual employees shall still be permitted to participate in the Registered Retirement Savings Plan in accordance with Article 19.02.

19.02 The Employer agrees, during the term of the Collective Agreement, to contribute 3% of an employee's wages to a Registered Retirement Savings Plan, subject to the terms and conditions of the plan.

**ARTICLE 20 – VIOLENCE IN THE WORKPLACE**20.01 (a) Definition of Violence

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury or that gives a person reason to believe that he/she or another person is at risk of physical and/or psychological injury of employees will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will take every precaution reasonable to rectify the situation.

(b) Violence Policies and Procedures

The Employer agrees to have in place explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support to employees who have faced violence. The policies and procedures shall be part of the employee's health and safety policy and written copies shall be provided to each employee. Prior to implementing any changes to these policies, the employer agrees to consult with the Association.

(c) Notification to the Association

The Employer, with the employee's consent, will inform the Association within three (3) days of any employee who has been assaulted while performing her/his work. Such information shall be submitted, in writing, to the Association as soon as possible.

(d) Training

The Employer agrees to provide education, training, information and instruction, on the violence prevention and harassment policies and procedures, including domestic violence that can spill over into the workplace. This training will be done during a new employee's orientation and updated as deemed required by the Employer.

(e) Support and Counselling

The Employer and the Association recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

(f) Damage to Personal Property

The Employer will consider requests for reimbursement for damages incurred to the employee's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his/her work.

**ARTICLE 21 - MISCELLANEOUS**

- 21.01 Copies of this Collective Agreement will be provided to each employee covered by the Collective Agreement by the Union. The cost of printing the Collective Agreement will be shared equally by the Employer and the local Union.
- 21.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice-versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa.
- 21.03 It shall be the duty of each employee to notify the Employer promptly of any change in address or any change in temporary residence. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such an employee. An employee shall notify the Employer of any change to her/his telephone number.
- 21.04 Medical examinations, re-examinations and any tests required under the Employer will be provided by the Employer. The employee may choose her/his personal physician for all such examinations, except the pre-employment medical, unless the Employer has a specific objection to the physician selected.
- 21.05 Prior to effecting any changes in rules or policies which affect employees covered by this Agreement, the Employer will discuss the changes with the Union and provide copies to the Union.
- 21.06 The Employer will provide a bulletin board for the posting of notices related to Union business. All such notices shall be approved and initialled by a member of the local union executive.
- 21.07 Within fourteen (14) days of receipt of a written request from the employee, the Employer will provide the employee with a letter detailing her or his employment dates, length of service and experience at the Chapleau District Family Health Team.

**ARTICLE 22 - COMPENSATION**

- 22.01 (a) 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. The Family Health Team will also provide the Association with any available information on the job posting, job profile and salary scale of the classification. 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 at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 9, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate

based on the relationship existing amongst other classifications within the workplace and duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

- (b) A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time the Employer notifies the Bargaining Unit President of the rate of pay pursuant to Article 20.01 (a) above.

22.02 Where the Employer revises the job content of an existing classification in such a manner that duties of another classification are assigned to it, the following shall apply:

- (a) In the event an employee presently occupying a position which is revised in accordance with this article requires additional training to perform duties of the revised position, the employee shall be entitled to a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

22.03 (a) An employee who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that the employee shall receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which the employee has been promoted) and the employee shall retain her/his service review date for purposes of wage progression. For the purpose of this Article, promotion shall be defined as a move from one classification to another classification with a higher salary grid.

22.04 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half ( $\frac{1}{2}$ ) of a shift, she/he shall be paid the rate in the higher salary range immediately above her/his current rate, from the commencement of the shift on which she/he was assigned the job.

Where the Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half ( $\frac{1}{2}$ ) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

22.05 Wages

The wage rate in effect for the duration of this collective agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.

22.06 Progression on Wage Grid

- (a) Each full-time employee will be advanced from her/his present level to the next level set out in the Salary Schedule, twelve (12) months after she/he was last advanced on her/his service review date. If a full-time employee's absence without pay from the Employer exceeds thirty (30) continuous calendar days during each twelve (12) month period, the employee's service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.
- (b) Each regular part-time employee will be advanced from her/his present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 12.03.
- (c) Casual part-time employees will be placed on the salary grid in accordance with their service, such service to be calculated in accordance with the seniority calculation set out in Article 12.03. Casual part-time employees will then advance on the grid in the same manner as regular part-time employees.

- 22.07 (a) A part-time employee whose status is altered to full-time in the same position will assume her/his same level on the full-time grid. A full-time employee whose status is altered to part-time in the same position will assume her/his same level on the part-time grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of last advancement.
- b) A casual part-time employee whose status is altered to regular part-time or vice versa in the same position will assume her/his same level on the grid. In addition, a casual part-time employee who is so transferred will be given credit for service accumulated since the date of last advancement.

22.08 If an employee becomes disabled with the result that she/he is unable to carry out the regular functions of her/his position, the Employer may establish a special classification and salary with the hope of providing an opportunity for continued employment.

22.09 The Employer will credit new employees hired with one annual service increment for each year of related experience to the maximum of the salary grid. Related experience will be evaluated on the basis of all work performed under the scope of the job classification.

**ARTICLE 23 - DURATION**

- 23.01 This Agreement shall continue in effect until March 31, 2022 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.
- 23.02 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.
- 23.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.



**SIGNING PAGE**

DATED AT CHAPLEAU, ONTARIO THIS “23” DAY OF “MARCH”, 2021.

FOR THE EMPLOYER

“R. Noel”  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION

“A. Furlott”  
\_\_\_\_\_

Labour Relations Officer

“L. Guitard”  
\_\_\_\_\_

“V. McKenna”, ONA President  
\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

CHAPLEAU AND DISTRICT FAMILY HEALTH TEAM  
(referred to as "the Employer")

And:

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

RE: Scheduling Practices

The Parties agree that the present practice of self scheduling shall continue. Either party may serve notice, with four weeks' notice, to revert to the scheduling regulation under Article 15 of the Collective Agreement, after which this letter of understanding shall no longer apply.

DATED AT CHAPLEAU, ONTARIO THIS "23" DAY OF "MARCH", 2021.

FOR THE EMPLOYER

FOR THE UNION

"R. Noel"

"A. Furlott"  
Labour Relations Officer

\_\_\_\_\_

"L. Guitard"

\_\_\_\_\_

"V. McKenna", ONA President

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**LETTER OF UNDERSTANDING**

Between:

CHAPLEAU AND DISTRICT FAMILY HEALTH TEAM  
(referred to as "the Employer")

And:

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

RE: Future Full-Time Employees

The Parties agree that in the event that the Employer decides to create one or more permanent full-time positions within the bargaining unit, that the parties will meet to discuss any terms and conditions of employment that will apply to said employees, in addition to the terms and conditions included in the Collective Agreement between the Parties.

DATED AT CHAPLEAU, ONTARIO THIS "23" DAY OF "MARCH", 2021.

FOR THE EMPLOYER

FOR THE UNION

"R. Noel"

"A. Furlott"  
Labour Relations Officer

\_\_\_\_\_

"L. Guitard"

\_\_\_\_\_

"V. McKenna", ONA President

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**LETTER OF UNDERSTANDING**

Between:

CHAPLEAU AND DISTRICT FAMILY HEALTH TEAM  
(referred to as "the Employer")

And:

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

RE: Agreement Reopener Due to Additional Funding

During the life of the Collective Agreement, if the Employer receives additional funding from the Government which is specifically designated for the enhancement of wages and/or benefits for bargaining unit employees, the Employer will notify the Union within two (2) weeks. The parties agree to meet within sixty (60) days of that notice in order to determine the manner in which funds attributed to the bargaining unit employees will be applied to them which may include but are not limited to: wage increases, benefit improvements, or retention incentives.

It is further agreed that the parties will sign an addendum to the Collective Agreement reflecting any agreement to amend the terms of the Collective Agreement.

DATED AT CHAPLEAU, ONTARIO THIS "23" DAY OF "MARCH", 2021.

FOR THE EMPLOYER

FOR THE UNION

"R. Noel"

"A. Furlott"

Labour Relations Officer

\_\_\_\_\_

"L. Guitard"

\_\_\_\_\_

"V. McKenna", ONA President

\_\_\_\_\_

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**LETTER OF UNDERSTANDING**

Between:

CHAPLEAU AND DISTRICT FAMILY HEALTH TEAM  
(referred to as "the Employer")

And:

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

RE: Red Circling

Employees currently paid at a rate above the pay grid for their classification will be red-circled until such time that the wage grid for their classification catches up to them.

DATED AT CHAPLEAU, ONTARIO THIS "23" DAY OF "MARCH", 2021.

FOR THE EMPLOYER

FOR THE UNION

"R. Noel"

"A. Furlott"  
Labour Relations Officer

\_\_\_\_\_

"L. Guitard"

\_\_\_\_\_

"V. McKenna", ONA President

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**APPENDIX 1**  
**GRIEVANCE FORM**

		<b>ONTARIO NURSES' ASSOCIATION</b> <b>ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO</b> <b>GRIEVANCE REPORT / RAPPORT DE GRIEF</b>		
ONA LOCAL SECTION LOCALE DE L'AIO EMPLOYER EMPLOYEUR		STEP ÉTAPE <b>1.</b>	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR	
GRIEVOR PLAIGNANTE DEPARTMENT SERVICE	GRIEVANCE NO. N° DU GRIEF	<b>2.</b>		
		<b>3.</b>		
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÉNEMENT				
SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ				
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP DE L'AIO:		
STEP ONE PREMIÈRE ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	
			DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:		SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
STEP TWO DEUXIÈME ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	
			DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:		SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
STEP THREE TROISIÈME ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	
			DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:		SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
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 - AIO    3. BLEU - ASSOCIATION LOCALE    4. VERT - PLAIGNANTE				

**SCHEDULE "A"****SALARY GRID**

For Employees of the Employer hired prior to December 1, 2011:

MEDICAL SECRETARY – ADMISSIONS, MEDICAL RECORDS, RECEPTION		
	Effective April 1, 2020	Effective April 1, 2021
LEVEL 1	\$18.84	\$19.03
LEVEL 2	\$20.11	\$20.31
LEVEL 3	\$21.33	\$21.54

For Employees of the Employer hired on or after December 1, 2011:

MEDICAL SECRETARY – ADMISSIONS, MEDICAL RECORDS, RECEPTION		
	Effective April 1, 2020	Effective April 1, 2021
LEVEL 1	\$17.92	\$18.10
LEVEL 2	\$18.84	\$19.03
LEVEL 3	\$19.80	\$20.00