

COLLECTIVE AGREEMENT

BETWEEN:

ESPANOLA AND AREA FAMILY HEALTH TEAM
(hereinafter referred to as the "Employer")

AND:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

FULL-TIME AND PART-TIME

Expiry: March 31, 2023

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the 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 the employees wish to work together with the Employer to secure the best possible care and health protection for clients. Committees have been created under this Agreement to work towards this objective.
- 1.03 The Employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

ARTICLE 2 – RECOGNITION AND DEFINITIONS

- 2.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all employees of the Espanola and Area Family Health Team working in Espanola, Ontario, save and except Managers and those above the rank of Manager.
- 2.02
- (a) Regular full-time is an employee who normally works a regular schedule of either thirty-seven and one half (37.5) hours or forty (40) hours per week.
 - (b) Regular part-time is an employee who normally works a regular schedule of less than full-time hours.
 - (c) Casual is an employee who works on an ad hoc basis, as required by the Employer, does not have an ongoing fixed schedule, and may decline casual work.
 - (d) Temporary is an employee on a term and task basis to replace employees on leave of absence (including maternity and parental leave), to fill temporary vacancies or to perform work arising out of a program which is funded for a fixed period of time. For this purpose, work arising out of a program funded for a fixed period of time shall only be considered temporary if the fixed period of time does not exceed twelve months, unless such period of time is extended by mutual agreement between the Employer and the Union. An employee hired on this basis shall be deemed to be in the bargaining unit.
- 2.03 A nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act*, 1991 and its Regulations must obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his Certificate of Registration prior to the expiry of her or his

Temporary Certificate of Registration she or he will be deemed to be not qualified for the position of registered nurse and she or he will be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration.

2.04

DEFINITIONS

- (a) A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act, 1994 as amended* and *the Nursing Act*.
- (b) A Registered Practical Nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act 1994 as amended*, and *the Nursing Act*.
- (c) "Nurse Practitioner - Registered Nurse Extended Class" is defined as a nurse who holds an Extended Class Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act 1994 as amended* and the *Nursing Act*.
- (d) A registered Dietician is a dietician who holds a Certificate of Registration with the College of Dieticians of Ontario in accordance with the *Regulated Health Professions Act 1994*.
- (e) A Registered Social Worker is a social worker who holds a certificate of Registration with the College of Social Work of Ontario in accordance with the *Regulated Health Professions Act 1994*.

2.05

All references to spouses in this Agreement shall include common-law and same sex partners.

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 – 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:

- 4.01 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.
- 4.02 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.
- 4.03 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, ancestry, creed, citizenship, colour, place of origin, ethnic origin, sex, sexual orientation, gender identity, gender expression, marital status, family status, age, disability, religious affiliation or any other factor which is not pertinent to the employment relationship.
- 4.04
 - (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, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status 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, gender identity or gender expression.

- (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)

Workplace sexual harassment:

- (i) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- (ii) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Ref: *Occupational Health and Safety Act, Sec. 1 (1)*.

- 4.05 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 5 – NO STRIKE, NO LOCKOUT

- 5.01 The Union agrees that there will 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 6 – REPRESENTATION AND COMMITTEES

- 6.01 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. Any time spent in meetings outside of regularly scheduled hours shall be unpaid.

- 6.02 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 two (2) Union representatives 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 representatives and members 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 representatives for all time spent during their regular hours in meeting with management in the resolution of grievances.

- 6.03 Employer-Union Committee

- (a) There shall be an Employer-Union Committee comprised of two (2) representatives of the Employer and two (2) members 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.

6.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee comprised of three (3) representatives of the Union for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Employer for a renewal agreement up to, but not including, conciliation.

6.05 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.
- (d) Notwithstanding part (c), where a preventative vaccine has been offered by the Employer, and the vaccine has been refused by an employee without proof of a medical contraindication, the Employer shall not be required to provide protective medications to that employee at no cost.

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

- 6.07 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.
- 6.08 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.
- 6.09 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 Manager or designate. Such representatives shall have access to the premises only with the approval of the Manager which will not be unreasonably withheld.

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.

- 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 – GRIEVANCE PROCEDURE

- 8.01 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.
- 8.02 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.
- 8.03 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 8.07 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 Espanola and Area 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.

- 8.04 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.
- 8.05 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.
- 8.06 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.
- 8.07 Union grievances shall be on the form set out in Appendix 1.

8.08 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*.

8.09 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.

8.10 Any matter referred to arbitration by 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, shall be determined by a sole arbitrator agreed to by the parties. The sole arbitrator shall proceed by way of mediation-arbitration at the agreement of the parties. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure.

Once appointed, the sole arbitrator shall have all 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.

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

8.12 An arbitrator 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.

8.13 Each of the parties will share equally the fees and expenses of the single arbitrator.

- 8.14 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 9 – ORIENTATION AND INSERVICE

- 9.01 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.
- 9.02 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.
- 9.03 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.
- 9.04 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.
- 9.05 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.

9.06 (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.

9.07 Professional Development

Continuous professional development is a hallmark of professional practice. As a self-regulating professional, members recognize the importance of maintaining a dynamic practice environment which includes ongoing learning, the maintenance of competence, career development, career counseling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs, short-term continuing education activities, certification programs, independent learning, and committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development.

Requests for education will be submitted to the Employer and shall include the name of the course, the estimated cost of travel to and from the course, paid time for the course and all other expenses related to the employee's absence from the workplace. Every employee will have an opportunity to request education. Requests should have a clear mutual benefit to the Employee and the Employer. The Employer shall evaluate each request and respond in writing. The decision to approve or deny a request is in the sole discretion of the Employer.

ARTICLE 10 – ACCESS TO FILES

10.01 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.

- 10.02 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 eighteen (18) months.

ARTICLE 11 – PROFESSIONAL RESPONSIBILITY

- 11.01 The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In for any reason an individual employee or group of employees has reason to believe that she/they are being asked to perform more work than is consistent with proper patient care, she/they shall:

- (a) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
- (b) If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Employer (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
- (c) Failing resolution of the workload issue at the time of occurrence, the employee(s) will discuss the issue with her or his Manager or designate on the next day that the Manager (or designate) and the employee are both working.
- (d) If unable to resolve the workload complaint, the matter may be discussed at the Labour Management Committee within 20 days of the complaint being filed. Failing resolution at the Labour Management Committee the matter can be taken forward as a grievance without prejudice to the time line.

ARTICLE 12 – SENIORITY

- 12.01 (a) A new employee will be considered to be on probation until she/he has

completed ninety (90) days of work (or 575) hours of work for employees whose regular hours of work are other than the standard work day), 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.
- (d) The termination of a probationary employee shall not be subject to a grievance provided the termination is not arbitrary or for exercising their rights under the collective agreement.

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 job postings only. Seniority on such lists will be expressed in terms of total hours worked and will be applicable solely for purposes of consideration in job postings, in accordance with the job posting provisions of this collective agreement.

- (d) A copy of the current seniority list will be filed with the Bargaining Unit President, or designate, by April 15th and October 15th 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.

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 13.08 and while an employee is on parental leave under Article 13.09 for a period of up to sixty-one (61) 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 sixty-three (63) weeks or the maximum allowed under *Employment Standards Act*, the *Employment Insurance Act* or other applicable legislation while on parental leave under Article 13.09.

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.
- (h) if the employee has been absent from work due to disability for a period of twenty-four (24) months, and remains unfit for work.

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

12.07 Job Posting

- (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) 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 member of this bargaining unit 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) The Employer is not required to fill any posted vacancy, if in its sole discretion, it determines that there are no suitable applicants or if there are operational reasons for not filling the position.(f) 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.

- (g) The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting 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.
- (h) An employee selected as a result of a posted vacancy 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.

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 15th and January 15th 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 on the shifts or 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 on the shifts or 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.

- (i) The elimination of a vacant or vacated position shall not constitute a layoff, and will not require advanced notice to the Union.

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 the job posting provisions of the collective agreement. 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 Employer notifying the Union of the reduction.

(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) In articles related to layoff, 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, provided that an employee recalled is qualified to perform the available work.

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, 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.

ARTICLE 13 – LEAVE 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 requested in writing at least fourteen (14) days in advance, except where not possible, and shall be confirmed in writing by the Employer within seven (7) 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

(a) 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 twenty (20) 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 fourteen (14) days in advance when possible. Part-time employees will receive service and seniority credit for all leaves granted under this Article.

(b) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Hospital, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 12.04 and 12.05, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position,

unless that position has been discontinued, in which case the employee shall be given a comparable job.

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. 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, or daughter. An employee shall be granted four (4) days bereavement leave without loss of regular earnings to attend the funeral of, or memorial service (or equivalent), for her/his brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent,

grandparent of spouse, grandchild, aunt or uncle. An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, 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

- (a) An employee shall be granted a leave of absence with 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, or is required by subpoena to attend a court of law in connection with a case arising from the employee's duties at the Employer, or is required to attend a coroner's inquest in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the employee:
 - i) notifies the Employer immediately on the employee's notification that the employee will be required to attend court;
 - ii) present proof of service requiring the employee's attendance;
 - iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

In addition, where a full-time or regular part-time employee is selected for jury duty for a period in excess of one (1) week, she/he shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on her/his former schedule that is considered appropriate by the Employer. It is understood and agreed that the parties may agree to different scheduling arrangements for the first week of jury and witness duty.

- (b) Where the Employer requires an employee to attend any meetings in preparation for a case or legal proceedings which either arises from a employee's employment with the Employer or otherwise involves the

Employer, the Employer will make every reasonable effort to schedule such meetings at the Employer during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her or his regularly scheduled hours, the employee shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay.

- (c) Part-time employees will be credited with seniority and service for all such hours paid as provided above while in attendance at such meetings.

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.
- (b) The employee shall give written notification at least one month 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 four weeks in advance thereof. The Employee shall be reinstated to her former position unless the position has been discontinued in which case the employee shall be given a comparable job.
- (d) Employees newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing the probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 12.01 (a) to a maximum of thirty tours (225 hours for employees whose regular hours of work are other than the standard work day).

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

- (e) The Employer may request an employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.

13.09

Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended by this provision.

- (b) An employee who has taken a pregnancy leave under Article 13.08 is eligible to be granted a parental leave in accordance with the *Employment Standards Act*. In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption 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.
- (c) The employee shall be reinstated to the nurse's former position, unless the nurse's former position has been discontinued, in which case the nurse shall be given a comparable job.
- (d) Employees newly hired to replace employees on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credit with seniority from date of hire subject to successfully completing the nurse's probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period.

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

13.10 Family Medical Leave

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.

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, if any, in accordance with the provisions of the *Employment Standards Act*.

Subject to any changes in an employee's status which would have occurred had he or she not been on Family Medical Leave, the nurse shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

13.11 Leave for Colleges Under the RHPA

Professional leave without pay will be granted to full-time and regular part-time employees who are elected to their respective Colleges under the RHPA to attend regularly scheduled meetings of the College.

Regular part-time employees who are elected to their respective Colleges will be credited with seniority and service for all such regularly scheduled hours missed as a direct result of such appointment.

ARTICLE 14 – SICK LEAVE

- 14.01 (a) On January 1 of each year, full-time employees will be issued nine (9) days of sick leave credits, without loss of pay, to be used when totally disabled from performing work.

In the first year of employment, a pro-rated amount of this entitlement will be credited upon successful completion of the probationary period.

There shall be no pay out of unused sick leave credits.

- (b) 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 Personal Emergency Days

On January 1 of each year, full-time employees will be issued two (2) days of personal emergency leave credits, without loss of pay, to be used when an emergency arises. For the purposes of this article, emergency shall be determined in accordance with the provisions of the *Employment Standards Act* related to Personal Emergency Leave.

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 (where 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, if such work is available.

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.

This policy is not intended to modify the obligations on the parties under the Ontario *Human Rights Code*.

ARTICLE 15 – HOURS OF WORK

- 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 tour. A missed relief period shall not result in premium payment.
- (c) Where an employee is authorized by her/his Manager 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, Monday to Friday. This shall not preclude the Employer and an employee from mutually agreeing to modify the work week to permit weekend work.
- 15.03 Flexible start and stop times may be agreed to between the employee and the manager and shall not result in any premium payment.
- 15.04 The parties will meet to discuss any request to work a flexible work week arrangement. Such arrangements shall not result in premium payment. Requests for flexible work week arrangements will be considered by the Employer.
- 15.05 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.
- 15.06 The Employer agrees to schedule regular part-time employees using equal distribution in their respective classification.

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 Employees who work beyond the normal daily tour or the normal weekly hours shall accumulate lieu time at the straight time hourly rate of pay to a maximum of one week. Employees will be required to complete a Request for Time Off form and submit to the Manager one week in advance, if possible, of a request to use banked lieu time.
- 16.03 Reporting Pay
- An employee who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of three (3) 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.

16.04 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.

ARTICLE 17 – PAID HOLIDAYS

17.01 A full-time employee who otherwise qualifies shall receive the following paid holidays:

New Year's Day – January 1st	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Eve – (0.5 day)
Victoria Day	Christmas Day – December 25th
Canada Day – July 1st	Boxing Day – December 26th
August Civic Holiday	New Year's Eve – (0.5 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 determination by the parties and such designation shall not add to the present number of holidays.

In addition to the foregoing, full-time employees are granted two (2) float holidays per year. Float holidays may be scheduled by submitting a request to the manager for consideration fourteen (14) days in advance.

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. The Employer may request further documentation to substantiate the illness;
- (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 within the next ninety (90) days at a mutually agreeable time, or if not, will be paid by the Employer.

17.05 Holidays not worked shall for the purpose of computing weekly overtime, be considered as a day worked.

17.06 Holiday pay for part-time employees shall be calculated in accordance with the *Employment Standards Act*.

ARTICLE 18 – VACATIONS

18.01 Full-time Vacation Entitlement

All full-time employees shall accrue vacation with pay based on length of full-time continuous service as follows, commencing from their first day of full-time service:

- First year entitlement, accrued at one day per month to a maximum of ten (10) days per year
- Second through fifth year of entitlement:
 - For allied health professionals, accrued at 7.2 hours per pay period to a maximum of 25 working days per year
 - For clerical staff, accrued at 4.33 hours per pay period to a maximum of 15 days per year
- Sixth through tenth year of entitlement:
 - For allied health professionals, accrued at 8.65 hours per pay period to a maximum of 30 working days per year
 - For clerical staff, accrued at 5.77 hours per pay period to a maximum of 20 days per year

- For the eleventh and each subsequent year of entitlement:
 - For allied health professionals, accrued at 10.1 hours per pay period to a maximum of 35 working days per year
 - For clerical staff, accrued at 7.2 hours per pay period to a maximum of 25 days per year

Allied health professionals include Nurse Practitioners, Registered Dietician, Registered Social Workers, Registered Nurses and Registered Practical Nurses. All other employees are clerical staff, for the purposes of this article.

Employees are not entitled to take vacation time until successful completion of the probationary period.

18.02 Part-time Vacation Entitlement

All part-time employees shall receive vacation pay on each cheque based on length of continuous service as follows, commencing from their first day of service:

- Up to and including 1,499 hours of service, 4% of wages
- From 1,500 to 7,499 hours of service, inclusive:
 - For allied health professionals, 10% of wages
 - For clerical staff, 6% of wages
- From 7,500 to 14,999 hours of service, inclusive:
 - For allied health professionals, 12% of wages
 - For clerical staff, 8% of wages
- From 15,000 hours:
 - For allied health professionals, 14% of wages
 - For clerical staff, 10% of wages

Allied health professionals include Nurse Practitioners, Registered Dietician, Registered Social Workers, Registered Nurses and Registered Practical Nurse. All other employees are clerical staff, for the purposes of this article.

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 continuous part-time service shall equal one (1) year of continuous 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 this agreement.

18.07 Vacations may be taken at any time of the year subject to the approval of the employee's immediate supervisor or designate, in a maximum of two (2) week blocks. Vacations shall not be unreasonably withheld.

18.08 Requests for vacation shall be submitted in writing to the manager by March 1st of each year, in order for seniority to be considered. The Manager will post the approved list of vacation by March 31st of each year. In the event of conflict, seniority shall govern with respect to the initial scheduling of vacation periods. All subsequent requests for vacation shall be on a first come first served basis. The Employer will not unreasonably restrict quotas for vacation requests.

18.09 A maximum of one week's vacation entitlement may be carried over beyond March 31. Any unused and unscheduled vacation beyond this amount remaining in an employee's vacation bank as of March 31 will be scheduled by the Employer for the employee to take.

ARTICLE 19 – WORKPLACE VIOLENCE

- 19.01 (a) Workplace Violence shall be defined in accordance with the Occupational Health and Safety Act. The Employer and the Union agree that incidents of violence will not be condoned in the workplace. Any employee who believes that they have been a victim of workplace violence (including from an aggressive patient or a patient's family member) shall report this to their immediate supervisor, who will make every reasonable effort to rectify the situation.
- (b) The parties agree that such incidents will be reported to the Health and Safety representative who shall have the responsibility to report the matter to the Health Sciences Joint Health and Safety Committee. Reasonable

steps within the control of the Employer will be taken to address the legitimate health and safety concerns of the employees presented.

The parties further agree that suitable subjects for discussion at the Labour Management will include aggressive clients.

- (c) Within three (3) days of being notified that an employee has been assaulted while performing their work, the Employer will notify the Bargaining Unit President, or designate, in writing.

The Employer agrees to provide the employee and the Bargaining Unit President with a copy of the Workplace Safety and Insurance Board Form 7 when it is sent to the Board.

- (d) When an employee, in the exercise of their functions as a result of an incident of workplace violence, suffers damage to their (clothing, glasses, contact lenses or other prostheses) the Employer shall provide for reasonable replacement or repair at no cost to the employee.

The employee will present their claim to the Employer immediately after the event and prior to leaving the workplace, unless it was impossible for them to do so.

ARTICLE 20 – TRANSPORTATION ALLOWANCE

- 20.01 Those employees who are required to use their automobile to perform their duties for the Employer shall be reimbursed at the Employer rate of fifty cents (\$0.50) for each km driven.
- 20.02 Employees receiving mileage allowance shall disclose to their insurers that they are using their motor vehicles for business purposes and shall obtain third party liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) inclusive coverage and shall file a certificate of such insurance coverage with the Employer.
- 20.03 The employee shall be reimbursed for all approved travel related expenses incurred in the performance of their duties as per Employer Policy. Requests for travel related to Professional Development will be addressed under the Professional Development provisions of the Collective agreement.

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 non-binary 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 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.
- 21.05 The Employer will provide job descriptions for all positions in the bargaining unit. No substantive change to any job or job location shall occur without prior discussion with 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 Espanola and Area Family Health Team.
- 21.08 Up to 20% of the Employer's Professional Development budget line will be utilized for the purposes of covering annual registration fees required by the regulatory college of an employee's profession. The Employer will pay up to the full costs of such registration fees, to the extent that the aggregate amounts for the bargaining unit do not exceed 20 % of the Employer's Professional Development budget line. Should there be insufficient amounts to cover these fees, the available amounts will be distributed equally based on the number of employees requiring registration. All employees shall provide to the Employer, annually, a current copy of the Certificate of Registration or receipt of payment with the Ontario College of the Employee.

ARTICLE 22 – BENEFITS

- 22.01 The parties agree that the Employer will continue to make available a benefit plan that includes health, dental, short-term disability, long-term disability and life coverage.
- 22.02 All present employees enrolled in the Employer's Pension Plan shall maintain their enrollment in the Plan (Healthcare of Ontario Pension Plan or another Pension Plan) subject to its terms and conditions. New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its

terms and conditions, understanding that part-time employees have the option under the plan to opt-out upon hire.

- 22.03 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the overall level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Employer will provide the Union with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans. When the Employer is made aware, the Employer will provide the Union with the full details of any changes made by an existing carrier to current plan provisions. Each member will be provided with a Benefits Plan Booklet.

ARTICLE 23 – COMPENSATION

- 23.01 (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 the arbitration process laid out within this collective agreement, it being understood that any arbitrator 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 an arbitrator 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 part (a) above.

23.02 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.
- (b) Where the employee is unsuccessful in meeting the requirements of the revised position, they shall be laid off.

23.03 (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.

23.04 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.

23.05 Progression on Wage Grid

- (a) Each full-time employee will be advanced on the wage grid based on their length of service as indicated on the wage grid.
- (b) Each regular part-time employee will be advanced on the salary schedule after obtaining the service credit required to move on the wage grid, 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.

- 23.06 (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.
- 23.07 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, providing that there is meaningful work available to be performed, with the hope of providing an opportunity for continued employment.
- 23.08 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.
- 23.09 Part-time employees shall receive eight percent (8%) pay in-lieu of all benefits, including but not limited to group benefits, pension plan, and paid leave (except for bereavement leave & union leave). For part-time employees who are members of the Pension Plan, the percentage in lieu of fringe benefits (except for bereavement leave & union leave) shall be six percent (6%).

ARTICLE 24 – DURATION

- 24.01 This Agreement shall continue in effect until March 31, 2023 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.
- 24.02 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.
- 24.03 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 Espanola, ONTARIO, THIS 14th DAY OF January, 2022.

FOR THE EMPLOYER

FOR THE ASSOCIATION

"Marlo Desjardins"

"Breighan Zanetti"

Labour Relations Officer

"Jane Battistelli"

"Chelsey Sisson"

"Signed"

"Joanna Hearn"

APPENDIX 1 – GRIEVANCE FORM

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO		GRIEVANCE REPORT / RAPPORT DE GRIEF	
ONA LOCAL SECTION LOCALE DE L'AIO	EMPLOYER EMPLOYEUR	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. N° DU GRIEF	2.	
		3.	
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT			
SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP DE L'AIO:	
STEP ONE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	
PREMIÈRE ÉTAPE		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	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	
DEUXIÈME ÉTAPE		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	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	
TROISIÈME ÉTAPE		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" – WAGE GRID

NURSE PRACTITIONER (NP)		
	Effective April1, 2019	Effective April 1, 2020
START	\$52.380	\$55.491
6 MONTH	\$53.999	\$57.207
1 YEAR	\$55.669	\$58.976
2 YEARS	\$57.392	\$60.801
3 YEARS	\$59.143	\$62.656

DIETICIAN		
	Effective April1, 2019	Effective April 1, 2020
START	\$33.290	\$33.666
6 MONTH	\$34.319	\$34.707
1 YEAR	\$35.381	\$35.781
2 YEARS	\$36.475	\$36.887
3 YEARS	\$37.602	\$38.027

RECEPTIONIST		
	Effective April1, 2019	Effective April 1 2020
START	\$18.447	\$19.305
6 MONTH	\$19.018	\$19.902
1 YEAR	\$19.605	\$20.517
2 YEARS	\$20.211	\$21.151
3 YEARS	\$20.836	\$21.805

REGISTERED NURSE (RN)		
	Effective April1, 2019	Effective April 1, 2020
START	\$33.290	\$33.666
6 MONTH	\$34.319	\$34.707
1 YEAR	\$35.381	\$35.781
2 YEARS	\$36.475	\$36.887
3 YEARS	\$37.602	\$38.027

REGISTERED PRACTICAL NURSE (RPN)		
	Effective April1, 2019	Effective April 1, 2020
START	\$23.820	\$24.134
6 MONTH	\$24.557	\$24.881
1 YEAR	\$25.317	\$25.651
2 YEARS	\$26.099	\$26.444
3 YEARS	\$26.907	\$27.262

SOCIAL WORKER		
	Effective April1, 2019	Effective April 1, 2020
START	\$33.290	\$33.666
6 MONTH	\$34.319	\$34.707
1 YEAR	\$35.381	\$35.781
2 YEARS	\$36.475	\$36.887
3 YEARS	\$37.602	\$38.027

OFFICE COORDINATOR		
	Effective April1, 2019	Effective April 1, 2020
START	\$23.820	\$24.134
6 MONTH	\$24.557	\$24.881
1 YEAR	\$25.317	\$25.651
2 YEARS	\$26.099	\$26.444
3 YEARS	\$26.907	\$27.262

MENTAL HEALTH, ADDICTIONS, COMMUNITY WELLNESS WORKER		
	Effective April1, 2019	Effective April 1, 2020
START	\$20.240	\$20.829
6 MONTH	\$20.847	\$21.454
1 YEAR	\$21.472	\$22.097
2 YEARS	\$22.116	\$22.760
3 YEARS	\$22.779	\$23.442

LETTER OF UNDERSTANDING

Between:

ESPANOLA AND AREA FAMILY HEALTH TEAM
(referred to as "the Employer")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

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 Espanola, ONTARIO, THIS _____ DAY OF _____, 2021.

FOR THE EMPLOYER

FOR THE ASSOCIATION

Labour Relations Officer

LETTER OF UNDERSTANDING

Between:

ESPANOLA AND AREA FAMILY HEALTH TEAM
(referred to as "the Employer")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

Re: Additional Paid Emergency Leave for the Term of this Agreement

The parties agree that for the term of this Collective Agreement, Article 14.03 of the Collective Agreement will be amended to read:

On January 1 of each year, full-time employees will be issued four (4) days of personal emergency leave credits, without loss of pay, to be used when an emergency arises. For the purposes of this article, emergency shall be determined in accordance with the provisions of the Employment Standards Act related to Personal Emergency Leave.

DATED at Espanola, ONTARIO, THIS _____ DAY OF _____, 2021.

FOR THE EMPLOYER

FOR THE ASSOCIATION

Labour Relations Officer

LETTER OF UNDERSTANDING

Between:

ESPANOLA AND AREA FAMILY HEALTH TEAM
(referred to as "the Employer")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

Re: Grandfathering

The parties agree that Penny Goodman will continue to receive the entitlement to lieu-time that she received prior to certification of the Union.

This letter will cease to exist when the employee is no longer employed by the Employer.

DATED at Espanola, ONTARIO, THIS _____ DAY OF _____, 2021.

FOR THE EMPLOYER

FOR THE ASSOCIATION

Labour Relations Officer

LETTER OF UNDERSTANDING

Between:

ESPANOLA AND AREA FAMILY HEALTH TEAM
(referred to as "the Employer")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

Re: Agreement Reopener Due to Additional Funding

During the life of this Collective Agreement, if the Employer receives additional funding from the Government which is specifically designated for the enhancement of wages and/or benefits or retention and/or recruitment of staff, the employer will notify the Union within one (1) week. The parties agree to meet within thirty (30) days of this notice in order to determine the manner in which funds will be applied to the bargaining unit, which may include but not be 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 Espanola, ONTARIO, THIS _____ DAY OF _____, 2021.

FOR THE EMPLOYER

FOR THE ASSOCIATION

Labour Relations Officer

LETTER OF UNDERSTANDING

Between:

ESPANOLA AND AREA FAMILY HEALTH TEAM
(referred to as "the Employer")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

Re: Bill 124 Re-Opener

The terms and conditions of the Collective Agreement apply with the exception of what is set out below:

The Parties acknowledge that the settlement attached has been negotiated within the constraints imposed on the Parties by Bill 124. Whereas ONA has filed a Charter Challenge with respect to Bill 124, should ONA be successful in overturning Bill 124, ONA reserves the right to reopen negotiations to address compensation issues not achieved through free collective bargaining during negotiations for a renewal collective agreement.

DATED at Espanola, ONTARIO, THIS _____ DAY OF _____, 2021.

FOR THE EMPLOYER

FOR THE ASSOCIATION

Labour Relations Officer

