

## **COLLECTIVE AGREEMENT**

**Between:**

**HARROW HEALTH CENTRE INC.: A FAMILY HEALTH TEAM  
(Hereinafter referred to as "the Employer" or "Employer")**

**And:**

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

**EXPIRY: May 31, 2024**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain orderly collective bargaining relations between the Parties, to provide an ongoing means of communication between the Union and the Employer; to provide for a mechanism for the prompt and orderly disposition of grievances arising from the express terms of this Agreement and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 The Employer shall not propose and/or enter into any agreement with an Employee that pertains to any terms or conditions of employment that contravene the Collective Agreement. Any such agreement shall be null and void.
- 1.03 It is recognized that the Employees wish to work together with the Employer to secure the best possible care and health protection for patients/clients. For the purpose of this Agreement, where the term patient is used it shall be deemed to include clients, and vice versa.

## **ARTICLE 2 – RECOGNITION AND SCOPE**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all Registered Nurses and Registered Nurses with a Temporary Certificate of Registration, all Nurse Practitioners and Nurse Practitioners with a Temporary Certificate of Registration and all Registered Practical Nurses and Registered Practical Nurses with a Temporary Certificate of Registration, employed at the Harrow Health Centre, save and except supervisors and those above the rank of supervisor.
- 2.02 It is agreed that the word “Employee” or “Employees” wherever used in this Agreement shall be deemed to refer only to an Employee or Employees in the bargaining unit as hereinbefore defined.
- 2.03 Where the singular or feminine is used in this Agreement, it shall be deemed to include the plural or masculine or gender inclusive terms and vice versa, where the context so requires.
- 2.04 “Registered Nurse”, “Nurse Practitioner” and “Registered Practical Nurse” means an Employee who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* and the *Nursing Act*.
- 2.05 A full-time Employee is an Employee who is employed on a permanent basis pursuant to Article 15.

2.06 A regular part-time Employee is an Employee who regularly works less than the normal full-time hours and who will be available for work on a predetermined basis. All other part-time Employees shall be considered casual Employees.

- (a) “Casual Employee” means an Employee who is not regularly scheduled to work and who is employed under an arrangement whereby the person may elect to work or not when requested to do so.
- (b) Where this Agreement makes reference to “classification(s)”, it shall refer to Regular Full-Time, Regular Part-Time and Casual Employees as being three different classifications within the bargaining unit.

2.07 The Employer agrees to give representatives of the Ontario Nurses' Association access to the Employer premises for the purpose of attending meetings as herein provided in this Collective Agreement. Such representatives shall have access to the premises only with the approval of the Employer which will not be unreasonably withheld except where the Bargaining Unit President position is vacant or in the event that the Bargaining Unit President is subject to discipline, in which case only prior notice is required.

2.08 Work of the Bargaining Unit

- (a) In order to protect the standard of nursing care, the Employer shall not contract out the work normally performed by members of this bargaining unit except:
  - i) for purposes of instruction,
  - ii) in the event of an emergency situation,
  - iii) when performing developmental or experimental work, or
  - iv) when employees are not available due to an employee not reporting for work as scheduled or not being available for work.
- (b) Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, lay-off or reduction in hours of any member of the bargaining unit.
- (c) When it is decided to not fill a position following an employee's resignation, the Employer will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representations on this matter.

- 2.09 Employees with administrative time may be able to flex one half (1/2) hour of their administrative time to be at the beginning or end of their day with approval from their Supervisor and provided that their total hours worked per week is equivalent to thirty-seven and a half (37.5) hours.

### **ARTICLE 3 – NO DISCRIMINATION**

- 3.01 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 or members with respect to any Employee because of her membership or non-membership in the Union, activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.
- 3.02 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, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability, as provided for under the *Ontario Human Rights Code*.
- 3.03 Harassment and Discrimination
- (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 his or her Employer or agent of the Employer or by another Employee". ref: *Ontario Human Rights Code*, Sec. 7 (2)
- (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 procedures.
- (e) In recognizing the importance of a harassment free environment, the Employer and the Union will review Employer policies and procedures with respect to harassment with the Employee during her 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 has been harassed contrary to this provision may file a grievance under Article 8 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 and includes sexual harassment. ref: *Ontario Human Rights Code, Sec. 10 (1)* and *Occupational Health and Safety Act, Sec. 1(1)*.

- 3.04 The Employer and the Union recognize their joint duty to accommodate disabled Employees in accordance with the provisions of the *Ontario Human Rights Code*.
- 3.05 Any Employee who may have a harassment or discrimination complaint shall follow the complaints process as set out in the Employer's harassment policies and procedures. Where an Employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation will be allowed.
- 3.06 The Employer agrees to provide copies of such existing policies and procedures to the Bargaining Unit President, and to provide revisions and updates to such Policies and procedures as they occur to the Bargaining Unit President, so that the Union may review and provide feedback.

#### **ARTICLE 4 – NO STRIKES OR LOCKOUTS**

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

## **ARTICLE 5 – MANAGEMENT RIGHTS**

- 5.01 The Union acknowledges and recognizes that all matters concerning the management of the Employer's operations and the direction of the working force are fixed exclusively with the Employer except as specifically limited by an express provision in this Agreement. Without restricting or limiting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
  - (b) Hire, classify, transfer, assign, lay-off, recall, promote, increase or decrease work assignments and determine schedules, standards of performance, the methods of doing the work, within the Colleges Standards of Practice and work assignments;
  - (c) Discharge, suspend, demote or otherwise discipline Employees subject to Article 8.01;
  - (d) Make, enforce, and alter from time to time reasonable rules and regulations governing the conduct of the Employees and to be observed by the Employees which are not inconsistent with the provisions of this Agreement. The Employer agrees to provide the Union President with a copy of any new or altered rules or regulations;
  - (e) Introduce new and improved facilities and methods to improve the efficiency of the Employer's operations; and
  - (f) Generally to manage the services in which the Employer is engaged or may become engaged and without in any way restricting the generality of the foregoing to determine the types of services to be provided and the programs required to carry out those services including the right to plan, direct and control services, facilities, programs, courses, procedures, methods, staffing, location and classification of personnel required from time to time, work assignments and the scheduling thereof, supervision and control of programs.
- 5.02 The Employer agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

## **ARTICLE 6 – REPRESENTATION AND UNION SECURITY**

- 6.01 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. If there is no agreement, the Employer shall make the deduction in the manner prescribed by the Union.

- 6.02 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.
- 6.03 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.
- 6.04 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.
- 6.05 The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of Employees from whom deductions were made, their work site (if the bargaining unit covers more than one site), and the Employees' social insurance numbers, addresses, amount of dues deducted and, where feasible, the Employer shall also provide the job classification, and status of the Employees. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month, returns from leaves of absence. A copy of this list will be sent concurrently to the local Union. Where the parties agree, the Employer may also provide the information in an electronic format. If the central parties are able to agree on a template for dues related information, it will be distributed and jointly recommended to the Employers.



The Employer will also identify the dues month, name(s) of the bargaining unit and payroll contact information.

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.

- 6.06 The Employer agrees to provide the Bargaining Unit President, or designate, with up to fifteen (15) minutes to meet with each new bargaining unit Employee during the new bargaining unit Employee's orientation session. Where the Bargaining Unit President, or designate, is not working at the same work location where the new Bargaining Unit Employee's orientation is occurring, she shall designate an alternate bargaining unit representative at the work location where the orientation is occurring to conduct this meeting. The Bargaining Unit President or alternate representative shall advise the Employer as to when this fifteen (15) minute meeting will be scheduled.

## **ARTICLE 7 – RELATIONSHIP AND REPRESENTATION**

### **7.01 Meetings**

The parties recognize the value of Employees' input and participation in committee meetings. All joint Employer-Union meetings shall be scheduled where practical, during the Employee's regular working hours.

The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending meetings with the Employer.

Upon request the Employer will meet with the bargaining unit to discuss and make reasonable efforts to resolve concerns pertaining to scheduling meetings.

Where an Employee is required to attend a meeting outside of her or regularly scheduled hours, she will be paid for all time spent in attendance at such meetings at her regular straight time hourly rate of pay.

### **7.02 Grievance Officer and Negotiations Committee**

- (a) The Employer agrees to recognize one (1) Employee selected by the Union as Bargaining Unit President for the purposes set out below.
- (b) The Employer agrees to recognize not more than one (1) Employee selected by the Union as a Grievance Officer for the purpose of representing Employees and dealing with Union business as provided under this Collective Agreement.

- (c) The Union may appoint or elect a Negotiation Committee not to exceed two (2) Employees, one of whom shall be the Bargaining Unit President, from the bargaining unit for the purpose of negotiating amendments to the collective agreement.

7.03 The Employer shall be informed in writing of any change of the President, a Grievance Officer or Negotiation Committee Member.

7.04 The Union acknowledges and agrees that the President, the Grievance Officer and other Employee Committee Members, as described in this Article, have regular duties to perform in connection with their employment with the Employer. The President, Grievance Officer and other Employee Committee Members will not absent themselves from their regular duties without first obtaining permission from their immediate supervisor on duty at the time.

7.05 The Union further agrees that they will not conduct Union business either on the premises of the Employer or at such location where services are being provided by Employees, except as specifically permitted by this Agreement or as specifically authorized in writing by the Employer.

7.06 (a) There shall be a Labour-Management Committee comprised of two (2) representatives of the Union designated by the Union and two (2) representatives of the Employer.

- (b) The Committee shall meet every two (2) months, to discuss issues of mutual concern including concerns related to workload and concerns not covered by the grievance procedure. The duties of chair and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days 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. The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.

7.07 Occupational Health and Safety

- (a) It is a mutual interest of the parties to promote health and safety and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The Employer shall provide orientation and training in health and safety to new and current Employees on an ongoing basis, and Employees shall attend required health and safety training sessions. Accordingly, the

Employer, the Union and the Employees fully endorse the responsibilities under the *Occupational Health and Safety Act*.

- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, a maximum of one (1) representative selected or appointed by the Union from amongst Bargaining Unit Employees.

- 7.08 Members of the Union's Negotiation Committee pursuant to Article 7.02 (c) shall attend any negotiation meetings with the Employer without loss of regular pay for time spent in meetings with the Employer which occur during the Employee's regularly scheduled working hours. The Employer shall maintain the normal earnings of all the employees of the Employer on the Union's Negotiating Committee through the completion of bargaining up to and including conciliation and send an invoice to the Union for the payment to the Employer for all earnings.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

- 8.01 A grievance under this Collective Agreement shall be defined as a difference or dispute between the Employer and any Employee(s) or the Union. The Union and Employer agree that it is the mutual desire of the parties that grievances should be dealt with as quickly as possible.
- 8.02 At the time formal discipline is imposed, an Employee is entitled to be represented by her or his Union representative. In the case of suspension or discharge, the Employer shall notify the Employee of this right in advance.
- 8.03 All grievances shall identify the nature of the grievance and shall contain a brief outline of the facts and the remedy/sought. All grievances shall be filed in accordance with the procedure outlined in this Article, and on the prescribed Union form, which shall be appended to this Collective Agreement.
- 8.04 Grievances properly arising under this Collective Agreement shall be adjudicated and settled as follows:

A complaint from an Employee shall first be discussed with her immediate supervisor or delegate as soon as reasonably possible and prior to filing a grievance. If there is no settlement of the complaint through discussion it shall then be taken up as a grievance in the following manner and sequence:

### Step One

The Union shall file the grievance with the Employee's supervisor or designate within five (5) days of the failed settlement discussions. The Bargaining Unit President and the Employee(s) concerned shall meet as promptly as possible with the Director or her designate and such other persons as the Director or designate may desire, to consider the grievance. The Director or designate shall render, in writing to the Union, the decision of the Employer with regard to the grievance within ten (10) days following the meeting. If the decision is not satisfactory to the Union, the grievance shall be presented at Step Two as follows:

### Step Two

Within seven (7) days after the decision is given under Step One, the Union must submit the grievance, to the Executive Director or designate. The Bargaining Unit President, the Employee(s) concerned and a representative of the Union, shall meet as promptly as possible, but within fourteen (14) days, with the Executive Director or designate to consider the grievance. The Employer will, within ten (10) days following the meeting, provide a written response to the Union.

If the Union is not satisfied with the response of the Employer, it shall within twenty (20) days following receipt of the Employer's response notify the Employer in writing should it want to submit the grievance to arbitration. If no written request for arbitration is received within twenty (20) days, the grievance shall be deemed to have been abandoned.

Any step in the Grievance Procedure may be waived by written mutual consent of the parties to this Agreement.

- 8.05 A claim by an Employee who has completed her probationary period that she has been unjustly discharged shall begin the grievance procedure at Step 2.
- 8.06 Where a dispute involving a question of the application or interpretation of this Collective Agreement occurs, a grievance may be submitted in writing to the Executive Director or her designate by a representative of the Union or vice versa. The parties shall meet within ten (10) days to consider the grievance and failing settlement of the grievance either party may submit it to arbitration within twenty (20) days following the meeting.
- 8.07 The termination of a probationary Employee shall not be subject to a grievance provided the termination is not arbitrary, discriminatory or for exercising her rights under the collective agreement.

- 8.08 The Union and Employer agree that the time limits mentioned in the grievance procedure shall only be extended by written agreement between the parties.
- 8.09 Any reference to days in this Article shall exclude Saturdays, Sundays and Statutory Holidays.
- 8.10 If either party requests that a grievance be submitted to arbitration, the request shall be made by email addressed to the other party to the Collective Agreement and at the same time, it shall propose the name of a sole arbitrator. Within five (5) days thereafter the other party shall answer by email—by either agreeing to the proposed arbitrator or proposing an alternate name(s). Such notices shall be sent to the Executive Director in the case of the Employer and to the Bargaining Unit President with a copy to the ONA National Representative.
- 8.11 If the Parties by mutual agreement decide that a grievance be submitted to arbitration using an Arbitrator Board, names of their nominees within the time limit set out in Article 8.10 above.
- 8.12 If the recipient of the notice fails to nominate an Arbitrator, or if the two (2) nominees fail to agree upon a chairperson within seven (7) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.
- 8.13 Each of the parties hereto will bear the fee and expenses of the Nominee appointed by it and the parties will equally share the fees and expenses of the sole arbitrator or Chairperson of the Arbitration Board.
- 8.14 The Union and Employer agree that the time limits mentioned in the arbitration procedure shall only be extended by written agreement between the parties.
- 8.15 The arbitrator or the Arbitration Board shall not have the jurisdiction to alter or change any provision of this Agreement, or substitute any new provision in lieu thereof, or give any decision inconsistent with the terms and provisions of this Agreement. This provision shall not affect the arbitrator or the Arbitration Board's authority to modify or set aside any disciplinary penalties.

## **ARTICLE 9 - SENIORITY**

### **9.01 Probationary Period**

Newly hired Employees shall be considered to be on probation for a period of four hundred and fifty (450) hours worked from date of last hire. If retained after the probationary period, the full-time Employee shall be

credited with seniority from date of last hire and the part-time Employee shall be credited with seniority for time worked. With the written consent of the Employer, the probationary Employee and the Bargaining Unit President of the Local Union 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 seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (four hundred and fifty hours (450) hours) worked and, where requested, the Employer will advise the Employee and the Union of the basis of such extension.

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

9.02 Upon successful completion of the probationary period, the Employee shall be placed on the seniority list and credit shall be given for hours worked since date of last hire.

9.03 Seniority Lists

- (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. Seniority on such lists will be expressed in terms of a date. It is understood one thousand, nine hundred and fifty (1950) paid hours equals one year.
- (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) 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 or his full seniority and service on the basis of fifteen hundred (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 or his full seniority and service on the basis of one year of seniority or service for each fifteen hundred (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,

full-time or part-time seniority, once converted to a date, shall not precede the Employee's date of hire.

- (d) Seniority lists shall be prepared twice annually according to the records of the Employer as of March 31 and September 30. The seniority list shall be posted on a bulletin board provided by the Employer once prepared. Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) calendar days from the date of posting. The Employer will send a copy of the seniority list to the Bargaining Unit President once it is posted.
- (e) A seniority list shall be established for all casual Employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all casual probationary Employees shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked

#### 9.04 Effect of Absence (Full-time)

The accrual of seniority and service on pregnancy and parental leave also applies to part-time Employees.

Notwithstanding this provision, seniority shall accrue if an Employee's absence is due to disability resulting in Work Place Injury benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.

Notwithstanding this provision, seniority and service will accrue and the Employer will continue to pay the premiums for benefit plans for Employees for a period of up to seventeen (17) weeks while an Employee is on pregnancy leave under Article 12.01 and for a period of up to sixty-one (61) weeks while an Employee is on parental leave under Article 12.01. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to sixty-three (63) weeks while such Employee is on a parental leave under Article 12.01.

This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.

#### 9.05 Effect of Absence (Part-time)

Seniority for part-time Employees shall accrue for absences due to a disability resulting in Work Place Injury benefits, or illness or injury 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, Work Place Injury, or illness or injury that exceeds thirty (30) consecutive calendar days.

#### 9.06 Deemed Termination

A full-time or regular part-time Employee shall lose all service and seniority and shall be deemed to have terminated if the Employee:

- (a) Leaves of her or his own accord;
- (b) Is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) Has been laid off for eighteen (18) calendar months;
- (d) Refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate patient care, unless a satisfactory reason is given to the Employer;
- (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 satisfactory reason to the Employer;
- (f) Fails to return to work (subject to the provisions of 9.06 (e) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (g) Fails upon being notified of a recall to signify her or his intention to return within seven (7) calendar days after she or he has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within ten (10) working days after she or he has received the notice of recall or such further period of time as may be agreed upon by the parties.

#### 9.07 Temporary Replacement

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



- (b) A temporary Employee will not be entitled to paid holidays under Article 13.01 until she has been employed for thirty (30) working days and will not be covered by the benefits in Article 17 or the Letter of Understanding re Pension Plan.
- (c) A temporary Employee will receive vacation pay as per the *Employment Standards Act*.
- (d) Temporary employment may be extended on a temporary basis for a specified period of time by mutual written agreement of the parties to this Agreement.

## **ARTICLE 10 – LAY-OFF AND RECALL**

10.01 Where the Employer decides to reduce the number of working hours in a classification the following provision shall apply.

The Employer agrees that Employees shall be selected for lay off by the Employer considering the following factors:

- (a) who volunteers to accept the layoff;
- (b) skill, ability and qualifications;
- (c) seniority.

Employees will be laid off in ascending order on the basis of factor (c) provided, that the senior Employees have the requisite skill, ability and qualifications to perform the work.

10.02 Where a lay-off pursuant to this article is defined pursuant to the *Employment Standards Act, 2000*, as constituting termination of employment, the Employer shall provide the Employee(s) concerned with notice of termination, or pay in lieu therefore, consistent with the provisions of the *Employment Standards Act, 2000*, it being specifically understood that an Employee is required by the said Act to waive recall rights in order to receive pay in lieu of notice.

10.03 Where, in advance of the lay-off of an Employee(s), the Employer expects the lay-off to exceed sixteen (16) weeks in duration, the Employer will so advise the Union at least two (2) weeks prior to advising the Employee(s) affected of their lay-off.

10.04 Where the Employer decides to increase the number of employees in a classification, persons on layoff shall be selected for recall based on reverse order of the layoff provided that the senior Employees have the requisite skill, ability and qualifications to perform the work.

**ARTICLE 11 – JOB POSTING**

- 11.01 (a) When a position becomes vacant the Employer shall post a notice of such available position for seven (7) calendar days. Employees in the bargaining unit may apply for the posting during the seven (7) day period that it is posted. The Employer may also simultaneously post the position externally. However, the Employer will not consider any external candidates unless it is determined that there are no internal applicants who have the skill, ability and qualifications for the position.
- (b) Where more than one (1) applicant for the posted vacancy has the necessary skill, ability and qualifications for the vacancy, the Employer shall select the successful applicant considering the following factors:
- i) Seniority; and
  - ii) Skill, ability and qualifications.
- Employees shall be selected for the posting in descending order on the basis of factor (i) where, in the opinion of the Employer, the factors in ii) are relatively equal.
- It is understood that any interview process undertaken will be fair, non-discriminatory and not in bad faith.
- (c) The Employer shall fill any permanent vacancy which it determines exists on a temporary basis until the posting procedure is completed.
- (d) Copies of all job postings will be provided to the Bargaining Unit President at the time of posting.
- (e) It is understood that the Employer will back fill leaves of absence using temporary replacements in accordance with Article 9.07 of this Agreement. Where the position is expected to exist for less than eight (8) weeks, it need not be posted and where the position is expected to exist for eight (8) weeks up to eighteen (18) months, it shall be posted. Where an external candidate is hired for such a purpose, they may be hired for a fixed term and/or released without applying the lay-off procedure.
- 11.02 At the request of the Employee, the Employer will discuss with the unsuccessful applicants ways in which they can improve their qualifications for further postings.

## **ARTICLE 12 – LEAVE OF ABSENCE**

### 12.01 Pregnancy and Parental Leave

- (a) Pregnancy leave and parental leave without pay will be in accordance with the provisions of the *Employment Standards Act, 2000*.
- (b) An Employee's seniority shall accrue during a period of pregnancy and parental leave and such accrual shall be equal to the total number of regular hours worked by the Employee, or paid by the Employer as vacation pay or holiday pay, in the twenty-six (26) weeks before the work week in which the pregnancy or parental leave commenced, divided by one hundred and thirty and multiplied by the number of week days (excluding paid holidays) covered by the pregnancy or parental leave.

While on leave, the Employer shall continue to pay the total costs of the benefits and premiums.

- (c) In addition to the provisions of the *Employment Standards Act, 2000*, Employees will be provided one hundred percent (100%) of their salary for the first two (2) weeks of their pregnancy leave.

### 12.02 Personal Leave of Absence

Upon application by a Regular Full-Time Employee or Regular Part-Time Employee, the Employer may, in its sole discretion, grant an unpaid leave of absence. The Employer shall not be required to consider any requests under this article which have not been made with at least two (2) weeks' notice. Where the Employer grants any such request that is one (1) month or longer, the Employee shall be responsible for pre-paying, monthly in advance, the full cost of their benefit participation under Article 17.01 should she wish to continue her participation during the leave. Where extenuating circumstances require a request period of less than noted above, consideration will be given. Such requests shall not be unreasonably denied.

An Employee who is on a Personal Leave of Absence shall not continue to accumulate service, if the Personal Leave of Absence exceeds thirty (30) days.

### 12.03 Professional Development

- (a) A leave of absence without pay, for the purposes of furthering professional nursing career development may be granted on written application by the Employee to the Employer or designate. Requests

for such leave will not be unreasonably denied, but shall be subject to the Employer's operational requirements.

- (b) A full-time or regular part-time Employee shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which Employees are enrolled to upgrade their nursing qualifications.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional nursing career development may be granted at the discretion of the Employer, which shall not be unreasonably withheld upon written application by the Employee to her Manager or his or her designate.
- (d) Regular part-time Employees will be credited with seniority and service for all hours paid for writing examinations, attending courses, workshops or seminars to further career development as provided above.
- (e) The Employer shall continue to pay for fees required for all members to maintain membership in any required regulatory body (i.e. CNO).
- (f) For conferences attended on a Saturday or Sunday, the employee shall accrue lieu time to use for time off on an alternate day, provided the Employer agreed to the employee's attendance at the conference.

#### 12.04 Jury Duty, Court Attendance, Coroner's Inquest, Tribunal Hearings

If an Employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Employee's duties at the Employer, the Employee shall not lose service/seniority or regular pay because of such attendance and shall not be required to work on the day of such duty provided that the Employee:

- (a) Notifies the Employer immediately on the Employee's notification that she will be required to attend court;
- (b) Presents proof of service requiring the Employee's attendance;
- (c) Deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

12.05 Union Leave of Absence

- (a) Leave of absence without pay shall be granted to Employees selected by the Union to attend Union conventions or conferences, or Union business, provided that the leave does not unduly interfere with the operations of the Employer.

Unless otherwise approved, there shall not be more than one (1) Employee of the same classification off at any one time. In addition, the cumulative total leave of absence and the number of days is thirty-five days during each fiscal year.

Such request is to be made fourteen (14) calendar days in advance, where practicable, in writing by the Union. Such leave will not be unreasonably denied. The Employer will replace any Employee who is on leave for Union business wherever possible. During such leave of absence, an Employee's salary and applicable benefits or percentage in lieu of benefits shall be maintained by the Employer and the local Union agrees to reimburse the Employer in the amount of the daily rate of the full-time Employee or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time Employee. 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 the Employee, an unpaid leave of absence shall be granted to such Employee selected for a temporary staff position with the Ontario Nurses' Association. Such written application shall be given at least two (2) weeks in advance of the date of commencement of such leave. The leave shall not extend beyond thirteen (13) months. There shall be no loss of service or seniority for an Employee during such leave of absence. It is understood that during such leave the Employee shall be deemed to be an Employee of the Ontario Nurses' Association. The Employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return. The Employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the Employee shall be given a comparable job.

12.06 An Employee, who is elected to the Board of Directors of the Ontario Nurses' Association or to the office of President of the Ontario Nurses' Association, shall be granted, upon request in writing at least eight (8) weeks in advance, an unpaid full-time leave of absence to take up the position with the Ontario Nurses' Association.

12.07 (a) A bereavement leave of absence of five (5) consecutive days, will be

granted to an Employee upon a death in her immediate family. Where any such day occurs on a regularly scheduled working day for the Employee, she shall be paid on the basis of the scheduled number of hours (excluding overtime) which she would have worked at her basic rate of pay. "Immediate Family" includes parent, (to include step-parent), current parent-in-law, current spouse (including current same-sex spouse), child, step-child, current son-in-law, current daughter-in-law.

- (b) A bereavement leave of absence of three (3) consecutive days, will be granted to an Employee upon a death of the Employee's brother, step-brother, sister, step-sister, current brother-in-law and current sister-in-law. Where any such day occurs on a regularly scheduled working day for the Employee, she shall be paid on the basis of the scheduled number of hours (excluding overtime) which she would have worked at her basic rate of pay.
- (c) A bereavement leave of absence of one (1) consecutive day will be granted to an Employee upon the death of the Employee's grandchild, grandparent, niece, nephew, spousal grandparent, aunt, or uncle. Where any such day occurs on a regularly scheduled working day for the Employee, she shall be paid on the basis of the scheduled number of hours (excluding overtime) which she would have worked at her basic rate of pay.
- (d) Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, in order to accommodate religious and cultural diversity.
- (e) Part-time Employees will be credited with seniority and service for all such leave.
- (f) In recognition of the fact that circumstances which call for bereavement leave are based on individual factors, the Employer, on request, may grant additional bereavement without pay.
- (g) The member shall be granted an additional one (1) working day with pay as bereavement leave on an annual basis for the death of any other person and/or pet or for the purposes of extending bereavement leave for those individuals covered in (a) (b) and (c) above.

## 12.08 Leaves of Absence

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

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

## 12.09

Personal Days

- (a) Personal days are paid time provided to compensate for additional holidays (not recognized under the existing paid holidays) for recognizing and/or celebrating other religious holidays and absences for personal reasons, for example, but not limited to, legal appointments, family members, and emergencies. Employees hired as temporary contract status are not eligible for paid personal days.
- (b) Eligible employees will receive three (3) paid personal days per calendar year.
- (c) New hires eligible for personal paid leave must complete their probationary period before requesting time off.
- (d) Personal days do not carry forward from one year to another. Personal days may be taken in increments of a half day (3.5 hours) or a full day (7.5 hours).
- (e) Where a personal day is taken by an employee to attend to a family member, this day shall also count as one day of family responsibility leave under the *Employment Standards Act*.

## 12.10

- (a) Where weather conditions are such that an employee is unable to report to the office, the absence shall be charged to annual vacation credits, compensatory time credits, or, where the employee has no vacation or compensatory time credits, the employee may elect to take the time off without pay. The employee shall verbally indicate their elected option to their Supervisor.
- (b) For the purposes of this Article, compensatory time credits shall be defined as personal days, float holidays and lieu time.

### **ARTICLE 13 – PAID HOLIDAYS**

- 13.01 (a) The Employer recognizes the following as paid holidays:
- |  |                     |
|--|---------------------|
| New Year's Day                                   | Labour Day          |
| Good Friday                                      | Easter Monday       |
| Thanksgiving Day                                 |                     |
| Victoria Day                                     | Christmas Day       |
| Canada Day (July 1st)                            | Boxing Day          |
| Civic Holiday (1 <sup>st</sup> Monday in August) | ½ Day Christmas Eve |
| Family Day (3 <sup>rd</sup> Monday in February)  | ½ Day New Years Eve |
| 2 Float Holidays                                 |                     |
- (b) In addition to the holidays set out above, should the Employer, in its sole discretion, decide that the office will be closed during the holiday season, no Employee will suffer a loss of pay for such closure.
- 13.02 To be eligible for holiday pay, an Employee must have completed her scheduled work assignment immediately prior to and immediately following the holiday and must work any hours that are scheduled on the paid holiday.
- 13.03 When a paid holiday falls during an Employee's vacation, she shall take an extra day off at a time mutually agreeable to the Employee and the Employer.
- 13.04 If an Employee is required to work on any paid holiday, she shall be paid for the holiday and in addition will receive one and one-half (1 1/2) times her regular hourly rate of pay for all hours worked on the holiday.
- 13.05 Where a paid holiday falls on a Saturday or a Sunday, the Employer shall designate an alternative day as the day on which the holiday will be observed by regular full time and regular part time Employees.

### **ARTICLE 14 - VACATIONS**

- 14.01 Effective April 1, 2022, full-time Employees shall receive an annual vacation with pay during the vacation year (April 1 to March 31) based on their credited service, with increases afforded on the Employee's anniversary date, in accordance with the following:
- a) Year of hire one day per month to a maximum of ten (10) days;
  - b) 1st full vacation year, an Employee is entitled to sixteen (16) days' vacation;



- c) 2-9 full vacation years, an Employee is entitled to twenty-one (21) days' vacation;
- d) 10-14 full vacation years, an Employee is entitled to twenty-six (26) days' vacation;
- e) 15<sup>th</sup> full vacation year an Employee is entitled to thirty-one (31) days' vacation.

Regular Part-time Employees shall receive vacation with pay on a pro-rated basis in accordance with (a)-(e) above based on hours worked. Casual Employees shall be paid vacation pay in accordance with the *Employment Standards Act*.

14.02 Vacation time may be taken at any time during the vacation year (which is April-March). Regular Full-time Employees and Regular Part-Time Employees shall submit their vacation requests on a Vacation Request Form to the Employer as follows:

- (i) for vacation time commencing between April 1 and September 30, requests must be submitted no later than January 31st;
- (ii) for vacation time commencing between October 1 and March 31, requests must be submitted no later than July 31st.

Employees who make their requests within the above submission deadlines shall be given preference with respect to their vacation periods in accordance with seniority, subject to the Employer's requirements as to sufficient availability of staff to meet the needs of the Employer's clients. Vacation requests which are not made within the foregoing deadlines will be considered on a first come first served basis, subject to the Employer's requirements as to sufficient availability of staff to meet the needs of the Employer's clients.

14.03 Employees may, with approval from her supervisor, carry over up to a maximum of five (5) days' vacation entitlement to the next vacation year and will use the additional days within the first quarter of the vacation year.

14.04 While on vacation, or if an Employee's scheduled vacation is interrupted due to accident or a serious illness, the time period of illness as verified by a doctor's certificate shall be considered sick leave. In such an event, the Employee may re-schedule their vacation at a time mutually agreeable to the Employee and their supervisor.

14.05 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 to the date of her separation. If the Employee has taken more vacation than she has earned as of the date of her separation, the Employer shall deduct

from the remaining salary to be paid to the Employee upon separation an amount equivalent to the pay for vacation received but unearned. If the amount to be reimbursed to the Employer exceeds the amount of remaining salary owed to the Employee, the Employee shall remit payment equivalent to the outstanding balance.

- 14.06 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, fifteen hundred (1500) hours worked of continuous part-time service shall equal one (1) year of continuous full-time service and vice versa.
- 14.07 Vacation requests that have been submitted and approved by the Employer may not be cancelled by the Employer without consent of the Employee.

### **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

- 15.01 (a) The normal work week shall be thirty-seven and one half (37.5) hours consisting of seven and one half (7.5) hours per day Monday through Friday inclusive of one (1) paid fifteen (15) minute break and one thirty (30) minute paid lunch. Employees may combine their break with their lunch to allow them forty-five (45) minutes off at lunch time, but may not use the break to either come in late or leave early. Should an Employee wish to perform duties during her lunch break and accumulate lieu time, she must receive prior authorization from her Supervisor.
- (b) i) It may be necessary to establish other irregular hours of work for Group Programs and work requirements which do not conform to Article 15.01 (a).
- ii) This will be done at the discretion of the Employer however employees will be provided two (2) weeks' notice prior to any change in hours.
- (c) Shift selection shall be done on the following basis;
- i) Employees shall be offered the shifts on a voluntary basis in order of seniority.
- ii) Should there be insufficient volunteers the shifts will be assigned by seniority with the senior employee given the first selection of the available shifts.

15.02 Overtime

Any approved overtime hours worked in excess of thirty-seven and a half (37.5) up to forty-four (44) hours in any work week will be compensated with time off in lieu of overtime pay. Time in lieu shall be taken at the rate of one hour off for each hour previously worked. Requests for overtime will not be unreasonably denied.

Employees shall have the option of being paid for all overtime worked in excess of forty-four (44) hours in any one (1) week period at the rate of one and one half (1 ½) times their hourly rate or to receive time in lieu of overtime. Time in lieu shall be taken at the rate of one and one half (1½) hour off for each hour previously worked. Requests for lieu time shall not be unreasonably denied.

Notwithstanding the above, NPs shall be permitted to accumulate up to two and a half (2.5) hours per week as lieu time without requiring pre-approval from management. It is expected that NPs will only work these additional hours as needed. At any given point in time, no NP shall have more than sixteen (16) hours in their lieu time bank.

- 15.03 There shall be no loss of pay during closures due to inclement weather as determined by the Executive Director in her sole discretion. In the event an Employee elects not to report to work due to inclement weather and the Executive Director has not closed the clinic, the Employee may draw from her vacation bank and if she has no remaining vacation days available, she will be off without pay.

**ARTICLE 16 - ORIENTATION**

- 16.01 It is agreed that an orientation program will be provided to newly hired employees as follows:
- (a) The orientation, as performed by the Supervisor, or designate, shall include a familiarization with the physical environment and applicable Employer policies and procedures.
  - (b) Employees who are returning from an extended leave may be provided any orientation determined necessary by the Employer for the purposes of allowing the Employee to satisfactorily assume the duties of the position.

**ARTICLE 17 - HEALTH AND WELFARE BENEFITS**

- 17.01 The Employer will provide the following benefit coverage to all permanent employees who work in excess of twenty-four (24) hours per week

- Life Insurance & A.D. & D equal to 100% of annual earnings to a maximum of \$300,000.00
- Short Term Disability – which will pay 66 2/3% of the Employee’s weekly earnings to a maximum of \$1000.00 from the 1st day of injury and 7<sup>th</sup> day of illness for a maximum of 17 weeks.
- Long Term Disability - commencing on the 119 day.
- Prescription Drug Card- with Employee to pay a \$2.00 dispensing fee.
- Hearing Aids - \$700/5yrs
- Orthopedic Shoes & Foot Orthotics -\$300 every 12 months.
- Compression Hose \$250 calendar year.
- Acupuncturist -\$300/yr
- Chiropractors-\$300/yr
- Dieticians-\$300/yr
- Massage Therapists-\$300/yr
- Naturopaths -\$300/yr
- Osteopaths-\$300/yr
- Physiotherapists-\$300/yr
- Podiatrists-\$300/yr
- Psychologists/Social Workers-\$300/yr
- Speech Therapists-\$300/yr
- Eye examination once every 24 months
- Glasses, contact lenses & Laser Eye surgery - \$450/24 months.
- Dental – current fee ODA, No deductible – 90% Basic Coverage with recall examinations covered once every nine (9) months – 50% Major Coverage – 100% Accidental Dental Injury Coverage to a maximum of \$2000 each year. Accidental Dental unlimited and orthodontics 50/50 co-insurance with \$2000 maximum per insured lifetime.

Coverage for spouse and children under the age of 21 or under the age of 25 if full time student.

Effective June 1, 2023: Chiropractic, massage, physiotherapy, and speech therapy coverage shall increase to \$500/year each and coverage for psychologist/social workers to \$800/year.

## **ARTICLE 18 – SICK LEAVE**

- 18.01 All full-time Employees will be credited on April 1 of each year with nine (9) sick leave days at one hundred percent (100%) for use in the fiscal year. These sick days credited do not accumulate from year to year. In the first year of employment, the employee shall receive a prorated amount of (three quarters (0.75) days per month), which will be credited upon completion of the probationary period. There shall be no pay out of unused sick leave credits.

- 18.02 All regular part-time members will accumulate sick leave credit on a prorated basis of one half (1/2) day for each month of service from date of employment.

Sick leave means absence from regular attendance by reason of sickness or other physical incapacity. In the event of illness of a school child or preschool child of the nurse, requiring her presence, the nurse shall be entitled to use her sick leave credit or take leave of absence without pay.

School age children shall be defined as all children within the grades of kindergarten to Grade 8. However, this will also extend to children through Grade 12 and spouse, parent or parent in-law when the individual is hospitalized or receiving medical treatment. Usage under the above provision will be capped at six (6) days.

- 18.03 A full-time Nurse on sick leave shall receive pay at regular rate until sick leave credits are exhausted. A regular part-time Nurse on sick leave shall receive prorated pay based on her usual work period until sick leave credits are exhausted.

- 18.04 Sick leave credits will accrue while a Nurse is on sick leave and until sick leave credits are exhausted.

#### **ARTICLE 19 - TRANSPORTATION ALLOWANCE**

- 19.01 Those Employees who are required to use their automobile to perform duties for the Employer shall be reimbursed at the rate of fifty-six cents (\$0.56) for each kilometre driven.

- 19.02 The Employee shall be reimbursed for all approved travel related expenses incurred in the performance of their duties as per Employer Policy.

#### **ARTICLE 20 – MISCELLANEOUS**

- 20.01 Personnel File

An Employee may request the opportunity to review her personnel file in the presence of a supervisor following reasonable verbal notice of at least five (5) weekdays to the Employee's immediate supervisor. The Employer will grant such access requests twice per calendar year and may grant more than two such requests per calendar year.

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

No document shall be used against an Employee where it has not been brought to her or his attention in a timely manner.

- 20.02 Any letter of reprimand, shall be removed from an employee's record of employment twelve (12) months from the date of issuance. Suspensions will be removed from the record of an Employee twenty-four (24) months following provided that such Employee's record has been discipline free for one year. Leaves of absence in excess of sixty (60) continuous calendar days will not count towards either period referenced above.
- 20.03 All Employees shall provide to the Employer, annually, a current copy of their Certificate of Registration or receipt of payment with the Ontario College of Nurses.
- 20.04 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.
- 20.05 The Employer shall provide the Union with access to a bulletin board located in a non-public area of the Employer designated by the Employer. The Union may post meeting notices, conference notices, notice of educational opportunities, ONA election material, list of ONA executive and ONA contact information on the said bulletin board.
- 20.06 Should an Employee, who is a Health Professional under the *Regulated Health Professions Act*, be required to provide her or his Regulatory College with proof of liability insurance, the Employer, upon request from the Employee, will provide the Employee with a letter outlining the Employee's liability coverage for Health Professionals in the Employee's classification.
- 20.07 Employees who are required to wear specific clothing for work will be provided with a clothing allowance of up to one hundred and fifty dollars (\$150.00) annually, upon production of receipts.

## **ARTICLE 21 – WORKPLACE VIOLENCE**

- 21.01 (a) Violence shall be defined as any incident in which an Employee is abused, threatened or assaulted during the course of their employment. The Employer and the Union agree that these incidents 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 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.

## **ARTICLE 22 - SALARY AND CLASSIFICATIONS**

22.01 The Employer agrees to pay at least the wage rates attached hereto as Appendix "A" which forms part of this Agreement.

22.02 During the term of this agreement should the Employer create any new position within the jurisdiction of the bargaining unit which does not fall within the categories contained in Appendix "A", the appropriate rate of pay for such position shall be discussed by the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, the dispute shall be resolved in accordance with the grievance and arbitration provisions of this agreement.

22.03 Grid Progression

- (a) Each full-time Employee automatically progresses on the grid on her/his anniversary date. With the exception of Pregnancy and Parental Leave under the Employment Standards Act, the anniversary date shall be adjusted in the event the Employee is absent from work in excess of two (2) months.
- (b) Part-time and casual Employees shall advance on the salary grid in Schedule "A" on the basis of one (1) year is equivalent to fifteen hundred (1500) paid hours.
- (c) A full time Employee who transfers to part time or casual or vice versa within the same classification will assume her same level on the salary grid as at the time of transfer.

22.04 Pay day shall be bi-weekly. Payroll will be issued by direct deposit. Pay stub information will be provided to each Employee and will include the balance of vacation time and compensating time up to date, subject to systems limitations and common data base.

22.05 Claim for related clinical experience, if any, shall be made in writing by the Employee at the time of hiring on the application for employment form or

otherwise. Once established consistent with this provision, credit for related experience will be retroactive to the Employee’s date of hire. The Employee shall co-operate with the Employer by providing verification of previous experience so that her or his related clinical experience may be determined and evaluated during her or his probationary period. Having established the related clinical experience, the Employer will credit a new Employee with one (1) annual service increment for each year of experience (for part-time Employees, experience will be calculated pursuant to the formula set out in Article 9.03) up to the maximum of the salary grid.

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

**ARTICLE 23 – DURATION OF AGREEMENT**

23.01 This Agreement shall commence June 1, 2022 and continue in effect until it expires effective May 31, 2024.

DATED at Harrow this 13th day of July, 2022.

FOR THE EMPLOYER:

“Nancy Jammu-Taylor”

“Andrew Atkins”

“Kim Everett”

FOR THE UNION:

“Kimberley Evans”  
Labour Relations Officer

“Danielle Garant”

“Veronica Britenbaugh”



**APPENDIX A**  
**SALARY SCHEDULE**

Effective April 1, 2020:

Nurse Practitioner	April 1, 2020
Start	\$ 60.00
1 Year	\$ 61.00
2 Years	\$ 62.00
3 Years	\$ 62.65

Registered Nurse	April 1, 2020
Start	\$ 35.00
1 Year	\$ 36.00
2 Years	\$ 37.00
3 Years	\$ 38.02

Registered Practical Nurse	April 1, 2020
Start	\$ 24.00
1 Year	\$ 25.00
2 Years	\$ 26.00
3 Years	\$ 27.26

Clinical Lab Assistant	April 1, 2020
Start	\$ 23.00
1 Year	\$ 24.00
2 Years	\$ 25.00
3 Years	\$ 25.89

## APPENDIX B O.N.A. 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 / RÉGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA RÉP. DE L'AIO:	
STEP ONE PREMIÈRE ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
		SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR	
STEP TWO DEUXIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
		SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR	
STEP THREE TROISIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
		SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT 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	



Supervisor/Management Support available on site? Yes  No

### SECTION 3: PATIENT/CLIENT CARE FACTORS CONTRIBUTING TO THE OCCURRENCE

Please check off the factor(s) you believe contributed to the workload issue and provide details:

- Change in client acuity/complexity (psy/phy/soc). Please specify:  
\_\_\_\_\_
- Consultation with MD/Delay \_\_\_\_\_
- # of Clients \_\_\_\_\_  Telemedicine \_\_\_\_\_
- Advanced scope of practice/client advocacy \_\_\_\_\_
- Abnormal diagnosis/laboratory follow-up: \_\_\_\_\_ (#).
- Documentation \_\_\_\_\_  Safety in Jeopardy (please specify) \_\_\_\_\_
- Language interpretation \_\_\_\_\_
- Consultation by \_\_\_\_\_ (telephone/onsite/etc.)
- Unanticipated clients/uncontrolled variables. Please specify:  
\_\_\_\_\_
- Lack of/malfunctioning equipment. Please specify:  
\_\_\_\_\_
- Non-nursing/administrative duties. Please specify:  
\_\_\_\_\_
- Weather
- Travel/distance
- Other: (e.g. Student supervision, mentorship, etc.) Please specify:  
\_\_\_\_\_

### SECTION 4: DETAILS OF OCCURRENCE

Provide a concise summary of the occurrence and how the occurrence affected your practice workload:  
\_\_\_\_\_

Provide/identify the CNO standard(s)/practice guidelines, including the Nurse Practitioner Practice Standard, or organization/employer policies that are believed to be at risk:  
\_\_\_\_\_

Is this an: Isolated incident?  Ongoing problem?  (Check one)

### SECTION 5: REMEDY

(A) At the time the workload issue occurred, did you discuss the issue within the team/manager/supervisor.

Yes  No

Provide details:  
\_\_\_\_\_

Was it Resolved? Yes  No  \_\_\_\_\_

(B) Failing resolution at the time of the occurrence, did you seek assistance from the person designated by the employer as having responsibility for timely resolution of workload issues? Yes  No

Please provide discussion details including name of individual(s): \_\_\_\_\_  
\_\_\_\_\_

Was it resolved? Yes  No

(C) Did you discuss the issue with your manager/supervisor (or designate) on her or his next working day?

Yes  No

Please provide details: \_\_\_\_\_

Was isolated incident resolved? Yes  No

If an ongoing issue, was the complete issue resolved? Yes  No

Were measures implemented to prevent a re-occurrence? Yes  No

Please provide details:  
\_\_\_\_\_

**SECTION 6: RECOMMENDATIONS**

Please check-off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

- Inservice  Preceptorship  Review NP/patient ratio
- Increase NP Staffing  Adjust Physician Hours  Review Policies & Procedures
- Change Start/Stop times of shift(s). Please specify: \_\_\_\_\_
- Flexibility with appointments and scheduling  Replace sick calls, vacation, paid holidays, other absences
- Perform Workload Measurement Audit
- Change Physical Layout  Increase Staffing (Specify) \_\_\_\_\_
- Equipment. Please specify: \_\_\_\_\_  Other: \_\_\_\_\_

**SECTION 7: EMPLOYEE SIGNATURES**

Signature: \_\_\_\_\_ Phone # / Personal E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone # / Personal E-mail: \_\_\_\_\_

**SECTION 8: MANAGEMENT COMMENTS**

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable.

Management Signature: \_\_\_\_\_ Date: [Click here to enter a date.](#)

Date response to the employee: [Click here to enter a date.](#) Date response to the union: [Click here to enter a date.](#)

Copies: (1) Manager/Chief Nursing Officer (or designate) (2) ONA Representative (3) NP (4) LRO

## ONA NURSE PRACTITIONER PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM GUIDELINES AND TIPS ON ITS USE

The parties agree that client care is enhanced if concerns relating to professional practice are resolved in a timely and effective manner. The parties will utilize a problem-solving process focusing on collaborative solutions at the earliest opportunity. This report form provides a tool for documentation to facilitate discussion and to promote a problem solving approach. ONA may use this information for statistical purposes and noting trends across the province.

**THE FOLLOWING IS A SUMMARY OF THE PROBLEM SOLVING PROCESS. PRIOR TO SUBMITTING THE WORKLOAD REPORT FORM, PLEASE FOLLOW ALL STEPS AS OUTLINED IN THE CNO STANDARDS AND/OR APPLICABLE COLLECTIVE AGREEMENTS.**

### **PROBLEM SOLVING PROCESS**

- 1) At the time the workload issue occurs, discuss the matter within the program to develop strategies to meet client care needs using current resources. If necessary, using established lines of communication, seek immediate assistance from an individual identified by the Employer (e.g. co-ordinator/supervisor) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload issue at the time of the occurrence, discuss the issue with your Executive Director/Administrator or Manager (or designate) on his or her next working day.
- 3) If no satisfactory resolution is reached during steps (1) and (2) above, then you may submit a Professional Responsibility Workload Report Form to the Union-Employer Committee within the specified number of days of the alleged improper assignment.
- 4) The Union-Employer Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- 5) If the issue is not resolved at the meeting in (4) above, the LRO shall attend a meeting with Management and attempt to resolve the complaint. Failing resolution, the LRO will request a Professional Practice Specialist to attend a follow up meeting.
- 6) If outlined in your Collective Agreement, the form may be forwarded to an Independent Assessment Committee within the requisite number of days of the meeting in (5) above, if outlined in your collective agreement.
- 7) The Union and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure. The Union and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.

### **TIPS FOR COMPLETING THE FORM**

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) You should report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5) Identify the CNO NP standards/practice/guidelines/policies and procedures you believe to be at risk. College of Nurses Standards can be found at [www.cno.org](http://www.cno.org).
- 6) Do not, under any circumstances, identify clients/patients/residents.

**LETTER OF UNDERSTANDING**

BETWEEN:

**Harrow Health Centre**  
(Hereinafter referred to as the "Employer")

AND:

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

**RE: PENSION PLAN**

Effective upon ratification, the employer shall contribute bi-weekly earnings towards the employees RRSP as follows:

- a) Four percent (4%) for all employees with up to four (4) years of service;
- b) Five percent (5%) for employees with five (5) to nine (9) years of service; and
- c) Six percent (6%) for employees with ten (10) or more years of service.

DATED at Harrow this 13th day of July, 2022.

FOR THE EMPLOYER:

"Nancy Jammu-Taylor"

"Andrew Atkins"

"Kim Everett"

FOR THE UNION:

"Kimberley Evans"  
Labour Relations Officer

"Danielle Garant"

"Veronica Britenbaugh"

**LETTER OF UNDERSTANDING**

BETWEEN:

**HARROW HEALTH CENTRE**  
(Hereinafter referred to as the "Employer")

AND:

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

**RE: LTD BENEFIT - VERONICA BRITENBAUGH**

WHEREAS the Employer and Union agreed at the time of negotiations to provide LTD coverage for the members of the bargaining unit at Harrow Health Care;

AND WHEREAS member Veronica Britenbaugh had superior LTD coverage at the time of negotiations;

NOW THEREFORE, member Veronica Britenbaugh will continue to be covered by the Employer's LTD package, up to the monthly amount of \$5,576.00.

DATED at Harrow this 13th day of July, 2022.

FOR THE EMPLOYER:

"Nancy Jammu-Taylor"

"Andrew Atkins"

"Kim Everett"

FOR THE UNION:

"Kimberley Evans"  
Labour Relations Officer

"Danielle Garant"

"Veronica Britenbaugh"



**LETTER OF UNDERSTANDING**

BETWEEN:

**HARROW HEALTH CENTRE**  
(Hereinafter referred to as the "Employer")

AND:

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

**RE: JOB SHARING AND ALTERNATIVE WORK ARRANGEMENTS**

Should either party wish to consider job sharing or alternative work arrangements during the life of this Collective Agreement, they shall meet to further discuss whether this is feasible given operational requirements. This Letter of Understanding shall not be construed as a commitment to any such arrangement; rather, the parties commit to having further discussions.

DATED at Harrow this 13th day of July, 2022.

FOR THE EMPLOYER:

"Nancy Jammu-Taylor"

"Andrew Atkins"

"Kim Everett"

FOR THE UNION:

"Kimberley Evans"  
Labour Relations Officer

"Danielle Garant"

"Veronica Britenbaugh"

**LETTER OF UNDERSTANDING**

BETWEEN:

**HARROW HEALTH CENTRE**  
(Hereinafter referred to as the "Employer")

AND:

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

**RE: WAGE RE-OPENER**

The parties will meet within thirty (30) days after the funding is known, for each year of the Collective Agreement, provided that there has been a change in funding, to engage in a wage re-opener.

DATED at Harrow this 13th day of July, 2022.

FOR THE EMPLOYER:

"Nancy Jammu-Taylor"

"Andrew Atkins"

"Kim Everett"

FOR THE UNION:

"Kimberley Evans"  
Labour Relations Officer

"Danielle Garant"

"Veronica Britenbaugh"

**LETTER OF UNDERSTANDING**

BETWEEN:

**HARROW HEALTH CENTRE**  
(Hereinafter referred to as the "Employer")

AND:

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

**RE: PROFESSIONAL PRACTICE**

The parties agree that patient care is enhanced if concerns relating to professional practice are resolved in a timely and effective manner.

In the event that a professional practice or workload issue arises that affects an individual Employee or a group of Employees, such that there is cause to believe that they are being asked to perform work of a quality, or in a manner, that is inconsistent with applicable professional standards, the Employee(s) shall discuss the issue with their Manager or designate within five (5) working days of the issue arising. If the issue remains unresolved, the Employee(s) shall within five (5) working days document their professional practice issue in writing (using the form set out in Appendix C) and forward to their Manager for response in writing within five (5) working days.

This form shall then be submitted to the Labour Management Committee. The affected Employee or a representative of the group of Employees shall be invited to attend such meeting in order to speak to this issue. Either party can agree to an extension of timelines.

\*\* Appendix C is to be applicable to all ONA members.

DATED at Harrow this 13th day of July, 2022.

FOR THE EMPLOYER:

"Nancy Jammu-Taylor"

"Andrew Atkins"

"Kim Everett"

FOR THE UNION:

"Kimberley Evans"  
Labour Relations Officer

"Danielle Garant"

"Veronica Britenbaugh"

**LETTER OF UNDERSTANDING**

BETWEEN:

**HARROW HEALTH CENTRE**  
(Hereinafter referred to as the "Employer")

AND:

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

**RE: BILL 124 WAGE RE-OPENER**

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 Harrow this 13th day of July, 2022.

FOR THE EMPLOYER:

"Nancy Jammu-Taylor"

"Andrew Atkins"

"Kim Everett"

FOR THE UNION:

"Kimberley Evans"  
Labour Relations Officer

"Danielle Garant"

"Veronica Britenbaugh"