

COLLECTIVE AGREEMENT

Between:

NORTHERN NEIGHBOURS NURSE PRACTITIONER-LED CLINIC
(hereinafter referred to as "the Clinic")

And:

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

Expiry date: March 31, 2023

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Northern Neighbours Nurse Practitioner-Led Clinic (hereinafter referred to as the “Employer”) and the Ontario Nurses’ Association (hereinafter referred to as the “Union”), to provide mechanisms for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages for all Employees who are subject to the provision of this Agreement. Also, to facilitate the long-term sustainability of the Clinic by fostering goals of quality, safety, efficiency, productivity, client service, Employee engagement and continuous improvement.
- 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 No bargaining unit Employee shall be laid off, displaced or terminated, or suffer a reduction in hours of work as a result of the Employer contracting out any of its work or services that fall solely within this scope of nursing practice or any other employee covered by this agreement.
- 1.04 Persons employed by the Employer who are not covered by this Agreement, including Supervisors, shall not perform work which has been performed exclusively by bargaining unit Employees, except in situations where regular staff are unavailable to perform the work or by mutual agreement.

Notwithstanding the above, the parties agree that the Nurse Practitioner Led Clinic Model of care is one in which NPs have an active role in governance, administration, and direct patient care. It is agreed that the Lead NP, excluded from the bargaining unit of Northern Neighbours Nurse Practitioner-Led Clinic will continue to practice direct patient care to their full scope.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses’ Association as the sole and exclusive bargaining agent for all employees employed by the Northern Neighbours Nurse Practitioner-Led Clinic in the Township of White River and in Netmizaaggamig Nishnaabeg (Pic Moberg First Nation), save and except the Lead Nurse Practitioner, the Clinic Administrator, the Executive Assistant to the Clinic Administrator, and persons above the rank of Lead Nurse Practitioner, Clinic Administrator.
- 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 and vice versa, where the context so requires.

- 2.04 “Registered Practical Nurse” and “Registered Nurse” and “Nurse Practitioner” 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 “Allied Professional” means an Employee who is a registered dietician, social worker or any other regulated professional who is employed by the Employer.
- 2.06 A full-time Employee is an Employee who is regularly scheduled for thirty-five (35) regular hours of work per week.
- 2.07 A regular part-time Employee is an Employee who is regularly scheduled to work less than thirty-five (35) regular hours of work per week.
- 2.08 “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.
- 2.09 The Employer agreed 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 written (email) approval of the Employer which will not be unreasonably withheld except where the Bargaining Unit President is subject to discipline, in which case only prior notice is required.
- 2.10 A temporary Employee shall be deemed to be an Employee hired for a period not to exceed twelve (12) consecutive months, or eighteen (18) months for pregnancy/parental leave, to replace a full-time or part-time Employee who is on an approved leave. Employees hired under this clause shall be advised in writing at the time of hiring of the temporary status and of the period of employment. Notwithstanding any other term or provision of this Agreement, save and except Article 8.01, her employment shall automatically terminate at the end of the specified period.
- If during the temporary period of employment, the Employee obtains a position as a regular full-time or part-time Employee her seniority will be recognized from date of last hire.
- 2.11 The parties to this collective agreement recognize that the purpose of the Clinic and its Employees is to maintain or improve the health and well-being of its patients and clients through collaborative, team-based Nurse Practitioner-Led holistic care, and that its goal is to meet the needs of its patients/clients through timely, accessible, welcoming, knowledgeable, responsive and holistic approaches throughout the life span by the same inter-professional team and in collaboration with others who may be needed.

ARTICLE 3 – NO DISCRIMINATION

The parties agree that a safe workplace, free of violence (including domestic violence) and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between Employers, Employees, physicians,

and the Union. Employees should feel empowered to report incidents of disruptive behaviour, including physician behaviour, without fear of retaliation. 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:

3.01 The Employer and the Association 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 Association, activity, or lack of activity on behalf of the Association 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 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, sexual orientation, gender identity or gender expression by his or her Employer or agent of the Employer or by another Employee”. Ref: *Ontario Human Rights Code, Sec. 7 (2)*

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

(c) “Every person has a right to be free from:

i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or

ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person”. Ref: *Ontario Human Rights Code, Sec 7 (3)*

3.04 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 process. Where an Employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation will be allowed.

- 3.05 In recognizing the importance of a harassment free environment, the Employer will review the Employer policies and procedures with respect to harassment with the Employees during her or his orientation. The Employer further agrees to provide copies of such existing policies and procedures to the Bargaining Unit President, and to provide revision and updates to such policies and procedures as they occur to the Bargaining Unit President.

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 Clinic’s operations and 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, including the use of improved or changed equipment or methods;
 - (b) hire, classify, transfer, assign, lay-off, recall, promote, increase or decrease work assignments and determine standards of performance and work assignments;
 - (c) discharge, suspend, demote or otherwise discipline Employees subject to the provision of this Agreement;
 - (d) make, enforce, and alter from time to time 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 Local Union President with a copy of any new or altered rules or regulations;
 - (e) generally to manage the services in which the Clinic 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 the programs.
- 5.02 The Employer agrees that these functions will 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.

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 Employee from whom deductions were made. In remitting such dues, the Employer shall provide a list of Employees from whom deductions were made, including their social insurance numbers. The list shall also include deletions (including terminations) 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. A copy of this list will be sent to the Bargaining Unit President.

NOTE: 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, they shall designate an

alternate Bargaining Unit Representative at the work location where the orientation is occurring to conduct this meeting.

ARTICLE 7 – RELATIONSHIP AND REPRESENTATION

7.01 Notwithstanding paragraph 7.02 (c) below, the Employer agrees to pay for time spent during an Employee's shift for representatives of the Union attending meetings with the Employer. Any time spent in a mandatory meeting scheduled by the Employer outside of an Employee's shift shall be paid.

7.02 Grievance Officer and Negotiations Committee

(a) The Employer agrees to recognize one (1) Employee selected by the Union as Bargaining Unit President or a delegate in their absence for the purposes set out below.

(b) The Employer agrees to recognize the Bargaining Unit President or a designate 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 and there will be equal representation from nursing and Allied Employees from the Bargaining Unit for the purpose of negotiating amendments to the Collective Agreement. During bargaining the Employer shall maintain the normal earnings and benefits of all the Employees of the Employer on the Union's bargaining committee through to the completion of bargaining up to and including conciliation. The Employer will pay for one day of wages for the negotiation committee during the negotiation of the renewal of the collective agreement for the purposes of preparation.

7.03 The Executive Team, or designate, shall be informed in writing of any change of the Bargaining Unit President, a Grievance Officer or Negotiation Committee Member.

7.04 The Union acknowledges and agrees that the Bargaining Unit President and other Employee Committee Members, as described in this Article, have regular duties to perform in connection with their employment with the Employer. The Bargaining Unit President and other Employee Committee Members will not absent themselves from their regular duties without first obtaining written (email) permission from the Executive Team, or designate.

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 Labour Management

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 Clinic. The function of the Committee shall be to discuss matters of mutual concern to the Parties, but it is agreed and understood that the Committee shall not discuss grievances. The Committee shall meet on an informal basis every two (2) months or as otherwise agreed.

7.07 Professional Responsibility

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

At the time that workload concerns arise, they will be discussed with the Executive Team, or designate to develop strategies to address the concerns.

If the concerns are not addressed to the satisfaction of the Employee, a Professional Responsibility Form will be submitted to the manager in writing by the Bargaining Unit President within fourteen (14) calendar days of the occurrence.

A discussion by the Labour-Management Committee shall take place within ten (10) calendar days of the receipt of the letter. The Union Members of the Labour-Management Committee may be accompanied by an ONA Labour Relations Officer ("LRO") at such meeting where the Bargaining Unit President, or designate, has given the Clinic at least forty-eight (48) hours' notice of such intention. The management members of the Labour-Management Committee may, where an ONA LRO attends, be accompanied by an additional advisor of their choice at such meeting. The Executive Team shall render her decision in writing to the Bargaining Unit President, or delegate, within fourteen (14) calendar days of the meeting. Should the workload concerns not be resolved then an outside mediator will be consulted for the purposes of assisting in the resolution of any unresolved issues.

7.08 Occupational Health & Safety

It is a mutual interest of the parties to promote health and safety in workplaces 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 workers on an ongoing basis, and workers shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of Employer and Worker under the Occupational Health and Safety Act.

(a) Joint Health and Safety Committee

- i) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member if its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst the Bargaining Unit members.
- ii) At least one (1) of the Employees representing workers, from the Bargaining Unit, under the *Occupational Health and Safety Act*, who

are trained to be certified workers as defined under the *Act*, may be from the Union.

- iii) “A member of the committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member’s Employer shall pay the member for the time spent at the member’s regular or premium rate as may be proper.” Ref: *Occupational Health and Safety Act, Sec. 9 (36)*. [This provision] does not apply with respect to workers who are paid by the Agency from the time spent fulfilling the requirements for becoming certified.” Ref: *Sec. 9 (37)*.

- (b) The Employer will notify the Bargaining Unit President and the Labour Relations Officer of the names of all ONA members who go off work due to a work-related injury or when an Employee goes on LTD.

The information provided will include:

- i) Date and type of injury;
- ii) Current listing of ONA members on a rehabilitative return to work program;
- iii) Current listing of all ONA members off for thirty (30) days or longer due to illness.

- (c) Workplace Violence

The Employer recognizes the potential for violence in the workplace. The Employer will take every reasonable effort to identify all potential sources of such risk to eliminate or minimize such incidents through the workplace violence and harassment prevention program. The Employer will not tolerate any type of violence within the workplace or during work-related activities. The Employer is committed to allotting whatever time, attention, authority, and resources necessary to ensure a safe and health work environment for all Employees. The Employer will take every reasonable precaution to protect the Employee from physical injury in the case where domestic violence may be a risk.

- (d) Workplace violence is defined as: the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker; an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; a statement or behavior that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could physical injury to the worker.

- (e) Violence Policies, Measures and Procedures

The Employer agrees to develop, maintain, implement, and ensure compliance with formalized policies and procedures updated and amended

in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policies will address prevention of violence and the management of violent situations and support to Employees who have faced workplace violence. These policies and procedures shall be communicated to all Employees and supervisors.

(f) Notification to the Union

The Employer will inform the Union and the JHSC within (3) days of any ONA member who has been subjected to violence while performing his/her work. Such information, providing details set out in Section 5 of the *Regulation for Health Care and Residential Establishments*, shall be submitted in writing to the Union as soon as possible but in no case longer than four (4) days of becoming aware. For critical injuries, the Employer will notify the Joint Health and Safety Committee and the Union immediately, and in writing, providing details set out in Section 5 of the *Regulation for Health Care and Residential Establishments*, within forty-eight (48) hours.

(g) Function of Joint Health and Safety Committee

The Employer will report all incidents of violence to the Joint Health and Safety Committee (JHSC) for review.

(h) Training

The Employer agrees to provide mandatory paid education, training, and information on the prevention of violence to all Employees who come into contact with potentially aggressive persons. This training will be done during a new Employee's orientation and updated annually.

For ONA members required to work in the community this training will include instruction in guidelines for community safety and will be provided during the orientation period and updated annually to the unit/service area.

(i) The Employer and the Union recognize the Employer's obligation under Section 25 (2) (h) to take every precaution reasonable to protect Employee and Section 32.0.5 (3) of the *Occupational Health and Safety Act* to provide information, including personal information, to an Employee related to a risk of workplace violence from a person with a history of violent behavior.

The Employer, in consultation with the JHSC or health and safety representative, shall develop and implement an effective written measure and procedure to put in place a visible and electronic warning system for all Employees who may be exposed to patients who have a history of violent behavior that is known by the Employer. Such a system shall include flagging measures such as:

- i) Information, about individual patient behavior, triggers and interventions;
- ii) Indication on New Patient Intake documentation; if such information is known to the Clinic or can be reasonably obtained;

- iii) Computerized record of patient's history of violence;
- iv) Readily visible signage/notation on the electronic patient chart;
- v) The development of measures and procedures for Employees to summon immediate assistance.

(j) The Employer, in consultation with the JHSC or health and safety representative, shall develop and implement effective control measures and procedures for Employees who witness, or become aware of assaults or are assaulted.

(k) Support and Counselling

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

(l) Damage to Personal Property

The Employer will provide reimbursement for replacement of damages incurred to the Employee's personal property, such as eyeglasses, contact lenses or other prosthesis, etc., ripped uniforms, personal clothing, as a result of being physically assaulted while performing his/her work.

The Employee will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

7.09 The Employer will notify the Employee when it reports her or him to the College of Nurses of Ontario and/or other such regulatory body and refer them to the Union as a resource.

7.10 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 Employer's liability coverage for Health Professionals in the Employer's employ.

ARTICLE 8 – MISCELLANEOUS

- 8.01 (a) The Employer may discharge, suspend, demote, or otherwise discipline Employees who have successfully completed their probationary period for just cause.
- (b) i) The Employer may discharge, suspend, demote, or otherwise discipline Employees who have not successfully completed their probationary period for any reason satisfactory to the Employer.
- ii) The discharge, suspension, demotion, or other disciplining of a probationary Employee shall not be considered a difference arising

between the probationary Employee and the Employer or between the Parties and cannot be the subject matter of a grievance or referred to arbitration.

8.02 The Employer agrees to provide written reasons within seven (7) calendar days to the affected Employee in the case of discipline, discharge or suspension and further agrees that it will not suspend, discharge, or otherwise discipline an Employee who has completed her or his probationary period, without just cause.

8.03 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.

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.

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

8.04 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. The Employer also agrees, as a good labour relations practice, in most circumstances it will also notify the local Union.

The Employer agrees that where an Employee is required to attend a meeting with the Employer that may lead to disciplinary action, as a good labour relations practice, it will inform the Employee of the purpose of the meeting and her or his right to Union representation.

All investigations related to an Employee's employment will be completed in a timely manner.

8.05 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 has not incurred any further discipline during that period.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURES

9.01 It is 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 has first given her Supervisor or designate the opportunity of adjusting her complaint. Such complaint shall be discussed with her Supervisor or designate within ten (10) days after the circumstances giving rise to it having occurred and the Supervisor or designate shall reply within ten (10) days. It may then be taken up as a grievance within ten (10) days following the receipt of the

decision of the Supervisor or designate in the following manner and sequence:

9.02 Step No. 1

The Employee, with the assistance of a Union representative, may submit a written grievance signed by her to the Supervisor or designate, documenting the Article(s) alleged to be violated and the nature of the complaint. The Supervisor or designate will deliver her decision in writing within ten (10) days following the day on which the grievance was presented to her. Failing settlement then:

Step No. 2

Within ten (10) days following the decision under Step No. 1 the Employee with the assistance of the Union representative, may submit the written grievance to the Executive Team or designate. A meeting will then be held with the Executive Team, Grievance Committee, and the ONA Labour Relations Officer. The Executive Team will deliver her decision in writing to the Labour Relations Officer and the Local Union within ten (10) days from the date of such meeting.

9.03 All agreements reached under the grievance procedures between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the Employees.

9.04 The time limits set out in the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits shall result in the grievance being deemed to have been abandoned subject only to the provision of Section 44 (6) of the *Labour Relations Act*. All grievances shall be properly carried through the requisite steps of the Grievance Procedure in a business-like manner before it is submitted to arbitration. Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure. The parties may agree to waive or extend any of the time limits established in the grievance and/or arbitration procedures and where such agreement is reached, it shall be in writing.

9.05 Group Grievance

Where a number of Employees have similar grievances they may present a group grievance in writing, to the Supervisor or designate within fourteen (14) 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 Supervisor or designate shall reply within ten (10) days.

The grievance can then be initiated at Step 2 of the grievance procedure and the applicable provisions of the Article will apply.

9.06 Union Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application, administration, or an alleged violation of this Agreement shall originate at Step No. 2 of the Grievance Procedure within ten (10) days after the circumstances giving rise to the complaint have occurred. No matter may be grieved as a Union policy grievance, which involves a complaint

from an individual Employee.

- 9.07 Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 9.08 The parties may agree to waive or extend any of the time limits established in the Grievance and Arbitration Procedures.
- 9.09 A Union representative may assist the grievor at any stage of the Grievance Procedure if so, requested by the Employee. At the request of the Union Representative, the Bargaining Unit President may assist the grievor starting at Step 2 grievance matters involving suspension or termination.
- 9.10 Arbitration
- If the Employer or the Union requests that a grievance, as above provided, be submitted to arbitration, it shall make such request in writing addressed to the other party of this Agreement and at the same time appoint its nominee and notify the other party. The recipient of the notice shall within thirty-six (36) calendar days inform the other party of its appointee to the Arbitration Board. The two nominees so mentioned shall, within thirty-six (36) calendar days of the nomination of the latter of them, attempt to settle by agreement the third person to be a member and Chairman of the Arbitration Board. If they are unable to agree on such Chairman, they shall then request the Minister of Labour of the Province of Ontario to appoint a Chairman. In the event of default of either party in nominating its representative to the Arbitration Board, the other party shall apply to the Minister of Labour of the Province of Ontario who shall have power to effect such appointment.
- 9.11 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.12 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement or to substitute any provision in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.13 Each of the parties thereto will bear the fee and expense of the nominee appointed by it and the parties will equally share the fee and expense, if any, of the Chairman of the Arbitration Board.
- 9.14 The time limits fixed in both the Grievance and the Arbitration procedures may be extended by written mutual consent of the parties to this Agreement.
- 9.15 The Employer and the Union may, by written mutual agreement, substitute for specific grievance or grievances, a named Arbitrator for the Board of Arbitration provided for herein whether or not such Board has been constituted and the Arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration hereunder.
- 9.16 Saturdays, Sundays, and paid holidays shall not be counted in the grievance procedure.

ARTICLE 10 – SECURITY

10.01 Probationary period

Newly hired Employees shall be considered to be on probation for a period for six (6) months. The Employer shall advise the Employees in writing of the completion of their probationary period. If retained after the probationary period, the full-time Employee shall be credited with seniority from date of last hire and the regular part-time and casual Employee shall be credited with seniority for all hours worked.

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 a probationary period.

The Employer may extend the probationary period of an Employee. 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 three hundred (300) hours worked, and where requested and agreed to by the Union, the Employer will advise, in writing, the Employee and the Union of the basis of such extension with recommendations for the Employee's professional development.

10.02 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.

10.03 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.
- (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 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.
- (d) 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) working hours 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) working hours. 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.

- (e) Seniority lists shall be prepared twice annually according to the records of the Employer as of June 30th and December 31st. 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.

10.04 Effect of absence

Seniority shall be retained and accumulate when an Employee is absent from work, under the following conditions:

- (a) When on leave of absence with pay;
- (b) When on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;
- (c) When in receipt of paid or unpaid sick leave;
- (d) When on pregnancy or parental leave;
- (e) When on Long Term Disability.

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

10.05 Seniority shall be retained but not accumulate when an Employee is absent from work under the following conditions:

- (a) When on an approved leave of absence without pay exceeding thirty (30) continuous calendar days;
- (b) For a period of twelve (12) months after layoff.

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

10.06 A full-time or regular part-time or casual 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) is absent from work for three (3) consecutive working days unless a reason satisfactory to the Employer is given to the Employer.
- (d) regardless of (c) above, is absent from work for three (3) consecutive working days without notifying the Employer in advance, unless it was impossible for the Employee to notify the Employer.
- (e) has been laid off twelve (12) calendar months;
- (f) fails to return to work upon the expiration of an unauthorized leave of absence or utilizes an authorized leave of absence for any other purpose than that for which the leave was granted;
- (g) fails to indicate her intention to return to work within seven (7) calendar days after she has received notice of recall and fails to report to work within then (10) calendar days after she has received notice of recall.

Notice of Recall may be by telephone, speaking directly to the Employee, or registered mail. If notice is by registered mail, it shall be deemed to have been received on the seventh (7th) day following registration, unless the individual can provide the Employer with a reason satisfactory to the Employer for any failure to receive the notice in the time period;

- (h) where the Employee is a Nurse or Allied Professional who holds a Temporary Certificate of Registration and the Temporary Certificate of Registration expires, is revoked or the Nurse or Allied Professional fails to obtain her General Certificate of Registration on the first opportunity she would have to write the necessary examinations. The Nurse or Allied Professional will be on leave without pay until they can write the examination.

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

ARTICLE 11 – LAY-OFF AND RECALL

11.01 Where the Employer decides to reduce the number of working forces 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) Employees who volunteer to accept the layoff and receive severance;
- (b) skill, ability and qualifications;
- (c) seniority.

Employees will be laid off in ascending order on the basis of factor (c) provided in the opinion of the Employer, that the senior Employees have the requisite skill, ability and qualifications to perform the work. The Employer agrees not to act in an arbitrary, discriminatory or in bad faith when determining the skill, ability and qualifications.

11.02 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.

11.03 Where in advance of the lay-off of an Employee, the Employer expects the layoff to exceed eight (8) weeks in duration, the Employer will, when possible, so advise the Union, at least eight (8) weeks prior to advising the Employee affected of their layoff, unless such layoff is the result of direction from the Ministry of Health. In such cases, the Union will be given a copy of the relevant Ministry of Health correspondence with in three (3) working days of its receipt.

11.04 Where the Employer decides to increase the number of working forces in a classification, persons on layoff shall be selected for recall based on reverse order of the layoff provided in the opinion of the Employer, that the senior Employees have requisite skill, ability, and qualifications to perform the work. The Employer agrees not to act in a an arbitrary, discriminatory or in bad faith when determining the skill, ability, and qualifications.

NOTE 1: Where full-time and part-time Employees are both employed, seniority lists and layoff and recall rights of part-time Employees shall be separate from full-time Employees.

ARTICLE 12 – JOB POSTING

12.01 (a) If the Employer determines that a vacancy occurs inside the Bargaining Unit, the Employer will notify the Employees by posting a notice on the bulletin board internally for five (5) working days and also send notice to the Union. If the Employer does not intend to fill a vacancy, it shall advise the Union of its decision.

(b) In evaluating applicants for a vacancy, the Employer shall consider skill, ability, and qualifications. Where the skill, ability and qualifications are equal, the most senior candidate shall be awarded the position. The Employer agrees not to act in an arbitrary, discriminatory or in bad faith when determining the skill, ability, and qualifications.

(c) An Employee who is successful candidate to another position involving a different type of work shall be subject to a familiarization period of twenty (20) calendar days, at the end of which time the Employer shall either confirm the Employee in the new position or shall return him/her to his/her former position without loss of seniority and the filling of the subsequent

vacancies will likewise be reversed. The Employer, at its discretion, may reduce the familiarization period.

Such Employee shall be entitled to return to his/her former position at any time during such twenty (20) calendar day familiarization period and without loss of seniority provided that the former position has not been filled or eliminated.

- (d) An Employee selected as a result of a posted permanent full-time vacancy need not be considered for a further permanent full-time vacancy for a period of six (6) months from the date of her/his selection unless such vacancy would result in a change of classification or higher rate of classification.
- (e) Copies of all job posting will be provided to the Bargaining Unit President at the time of posting.
- (f) Employees may make a written request for transfer by filling out an Application for Transfer form indicating name, qualifications, experience, present area of assignment, seniority and posted position(s) the Employee is applying for. Employees will be permitted to provide an Application for Transfer form to the Employer prior to going on an absence from the workplace indicating what positions they wish to be considered for during such absence and must provide a contact number an email address, if available, the Employer can use to contact them during her absence should a posting arise.
- (g) Should there be no suitable applicant from within the bargaining unit; the Employer may hire an Employee from outside the bargaining unit.
- (h) The Employer shall have the right to fill any permanent vacancy which it determines exists on a temporary basis at its discretion until the posting procedure is completed.
- (i) It is understood that the Employer may back fill leaves of absence. Where the position is expected to exist for less than three (3) months, it need not be posted and where the position is expected to exist for three (3) months or more 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.

12.02 Notification to Unsuccessful Job Applicants

Employees who are the unsuccessful candidate for any Bargaining Unit posting will be notified, in writing, of the decision being made prior to the posting of the name of the successful candidate. For internal applicants, upon request, a copy of such notice will be provided to the Bargaining Unit President.

12.03 Where the Employer establishes a special project, and a lead assignment is required. The selection of the lead will be determined by the Executive Team, or delegate. The Employer agrees that it will not discriminate or act in an arbitrary fashion in making such assignment.

ARTICLE 13 – LEAVES OF ABSENCE13.01 (a) Union Leave

Leave of absence without pay shall be granted to Employees selected by the Union to attend Union conventions or conferences, or Union business. The cumulative total leave of absence and the number of days is twenty (20) days during each fiscal year.

Such request is to be made seven (7) calendar days in advance, where practicable, in writing by the Union. Such leave will not be unreasonably denied. Where it is normal practice, the Employer will endeavour to replace any Employee who is on leave for Union business by another Employee covered by the Collective Agreement. 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 salary of the Employee. Employees will receive service and seniority credit for all leaves granted under this Article.

(b) Leave for Local Coordinator

An Employee, who is elected to the position of Local Coordinator or to serve on a provincial Union committee, shall be granted, upon request, such leave(s) of absence as she may require to fulfill the duties of her 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.

There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 13.01(a) above. During such leave of absence, the Employer shall maintain the Employee's salary and nineteen percent (19%) for applicable benefits and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable health and welfare benefits.

The designate must be identified to the Executive Team or designate, at least 48 hours prior to the scheduled meeting. There is no additional cost incurred to the Employer as a result of appointing a designate.

(c) Leave for Board of Directors

Notwithstanding Article 10.04, 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 a leave of absence without pay as she or her may require to fulfill 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. 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 Union agrees to reimburse the Employer in the amount of the salary and nineteen percent

(19%) for applicable benefits. Employees will receive service and seniority credit for all leaves granted under this Article.

(d) Leaves for ONA President

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 the President of the Ontario Nurses' Association. Notwithstanding Article 10.04, there shall be no loss of service or seniority for an Employee during such leave of absence. During such leave of absence, the Employee's salary, and applicable benefits (or percentage in lieu of 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 (or percentage in lieu of benefits). It is understood, however, that during such leave the Employee shall be deemed to be an Employee of the Ontario Nurses' Association. The Employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return.

Notwithstanding the above, the Employer and the Union may make alternate arrangements in respect to salary and benefit continuation.

(e) ONA Staff Leave

For an Employee with at least (2) years full-time or equivalent service upon application in writing by the Union to the Employer, an unpaid leave of absence may be granted to such Employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 10.04, 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 then (10) 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.

- (f) The Employer will replace Employees scheduled off work for all Union leaves granted under this provision where salary and benefits are reimbursed by the Union subject to availability.

13.02

Personal Leave

The Employer may grant a request for leave of absence for personal reasons without pay provided that they receive reasonable notice, in writing, subject to the operational requirements of the Employer. Employees when applying for such leave shall indicate the proposed date of departure, the reason for the leave, and the date of return. Such request will not be unreasonably denied.

13.03 Bereavement Leave

- (a) A bereavement leave of absence of up to three (3) work days, including the date of funeral, will be granted to a Regular Full-Time Employee or a Regular Part-Time Employee upon a death in her immediate family and up to five (5) work days for parent, spouse or child including step child or step parent to enable the Employee to attend the funeral. 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. To qualify for bereavement leave, the employee shall notify the Executive Team as soon as possible following the death and shall attend the funeral. "Immediate Family" means parent, current parent-in-law, current spouse (including same-sex spouse), child, sibling (including step-sibling) grandparent, grandchild, current son-in-law, current daughter-in-law, current brother-in-law and current sister-in-law.

An Employee shall be allowed to take one (1) workday off with pay in the event of the death of an aunt, uncle, niece, nephew, or godchild.

- (b) A Regular Full-Time Employee or Regular Part-Time Employee may request bereavement leave to attend the funeral of a person not listed above. Where such a leave request is received by the Executive Team, the Executive Team may, in her sole discretion, grant or deny the requested leave. Where the requested leave is granted, the Executive Team may in her further discretion, grant the leave with or without loss of pay. Such leave will not be unreasonably denied.

13.04 The following leaves are available to Employees in accordance with the *Employment Standards Act*, as amended from time to time. Eligibility for these leaves and the length of each leave varies. For further information or to notify the Employer of your intent to take one of the following leaves, please contact the Executive Team: Maternity and Parental, Pregnancy Loss Leave, Family Medical Leave, Caregiver Leave, Child Death Leave, Crime Related Child Disappearance Leave, Domestic or Sexual Violence Leave, Personal Emergency Leave, Critical Illness Leave, Organ Donor Leave, and Reservist Leave.

An Employee who is on Family Medical Leave shall continue to accumulate seniority and service and both the Employer and Employee will continue to pay their respective shares of the benefit and pension premiums in which the Employee is participating during the leave.

The Employee shall be reinstated to her or his former position, or a comparable position if the former position no longer exists.

13.05 Pregnancy and Parental Leave

- (a) Pregnancy and Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

- (b) If possible, the Employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and will include 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 (4) weeks in advance thereof. The Employee shall be reinstated to her former position, unless the position has been discontinued in which case, she shall be given a comparable job.

An Employee shall continue to continue to accumulate seniority and service and shall continue to be eligible to participate in the insurable benefits and pension plans in the same manner and under the same terms and conditions as at the time of commencing such leave, for the period of the pregnancy leave of seventeen (17) weeks and/or the period of the parental leave of sixty-three (63) weeks. The Employee must give the Employer written notice that she does not intend to make her contributions, if any.

- (d) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For Employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires unless the relevant provision of the *Employment Standards Act* is amended or declared a violation of equality rights. Parental leave shall be granted for up to sixty-one (61) weeks in duration (sixty-three (63) weeks when pregnancy leave is not taken).
- (e) An Employee that has taken a Pregnancy Leave under this Article is eligible to be granted a parental leave of up to sixty-one (61) weeks duration, in accordance with the *Employment Standards Act*. An Employee, who is eligible for parental leave in accordance with the *Employment Standards Act*, because she/he is an adoptive parent or the natural father, will be granted a Parental leave of up to sixty-three (63) weeks. The Employee shall advise the Employer, in writing, in advance, in accordance with subsections (b) and (c). If, because of late receipt of confirmation of the 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.
- (f) The Employee shall give the Employer two (2) weeks written notice of the date the leave is to begin unless exempt under the *Employment Standards Act*. Parental leave ends sixty-one (61) weeks after it began or an earlier day if the Employee gives the Employer at least four (4) weeks written notice of that day.
- (g) Should the Ministry of Health funding become available for pregnancy and parental leave top up, the Employer and the Union shall discuss its implementation.
- (h) Pregnant Employees may request to be temporarily transferred from their current duties if, in the professional opinion of the Employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary

transfer is not feasible, the Employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.

13.06 Jury Duty, Court Attendance and Tribunal Hearings

- (a) An Employee served with a jury notice or with a subpoena requiring attendance at a court or tribunal shall, as soon as possible, notify his/her immediate Manager.
- (b) An Employee required to serve on jury duty or spend time attending a tribunal under subpoena or for a case in which the Crown is a party or as a witness at an inquest, or as a witness in a case arising out of her/his employment, or as a witness at a hearing of a Regulatory College of Ontario shall be granted leave and paid pursuant to (d) below.

It is understood that, if requested such Employee will provide to his/her immediate Manager a written statement from a proper public official or the solicitor or counsel of the party on whose behalf he/she is subpoenaed, certifying as to the date and time of his/her court attendance and the amount of remuneration received.

In addition, the Employee will pay to the Employer the amount of any remuneration other than mileage and meal allowances.

- (c) Where the Employer requires an Employee to attend any meetings with the Employer in preparation for a case which either arises from an Employee's employment with the Employer or otherwise involves the Employer, the Employer will endeavour to schedule such meetings 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.
- (d) An Employee required to serve as above shall not lose regular pay because of attendance. Employees will normally come to work during those scheduled hours of the day shift that she is not required to attend as above provided that it is longer than half (1/2) the schedule shift.

13.07 Educational Leave

The parties acknowledge that the responsibility for professional development, as it related to the work of the Employee, is shared between the Employee and the Employer.

- (a) A full-time or regular part-time Employee may be approved for a leave of absence without loss of pay from her or his regularly scheduled working hours for the purpose of writing any examinations including any Quality Assurance Program required by a Regulatory College or required in any recognized course in which Employees are enrolled to upgrade their qualifications as it relates to their employment.

- (b) When an Employee is required to attend any in-service or e-learning program during her or his regularly scheduled working hours, the Employee shall suffer no loss of regular pay. When an Employee is required by the Employer to attend courses or e-learning outside of her or his regularly scheduled working hours, the Employee shall be paid at the appropriate rate for all time spent in attendance on such courses or e-learning.
- (c) A leave of absence without pay, for the purpose of furthering professional career development may be granted on a written application, at least eight (8) weeks in advance, to the Executive Team, or her designate, which shall be considered at the Executive Team, or designates, sole discretion. Such consideration shall not be arbitrary.
- (d) The Employer will reimburse tuition/enrolment costs, educational material expenses, travel expenses, accommodation expenses and meal expenses, all in accordance with its policies existing at the time of the leave, for expenses incurred to a maximum of fifteen hundred dollars (\$1500) for Full-Time Employees and pro-rated based on hours worked in the twenty (20) days preceding the requested leave for Part-Time Employees. For clarity, the request will be pre-approved by the Executive Team and expenses covered will be up to a maximum of \$1500 per fiscal year per employee.
- (e) The Employer will consider written requests from Employees to the Executive Team for self-directed study where:
 - i) The proposed self-directed study involves a topic that is directly related to patient service provided by Employees to patients of the Clinic;
 - ii) The proposal sets out the key learning objectives of the self-directed study;
 - iii) The proposed self-directed study includes:
 - (A) a presentation of at least twenty (20) minute duration at clinic meeting or Lunch and Learn sharing the results of the self-directed study related to the key learning objectives; or
 - (B) the circulation to the Clinical Team of a written précis summarizing the results of the self-directed study related to the key learning objectives.

Where the Employer approves a self-directed study request, it shall advise the Employee in writing and shall state the amount of time authorized for the self-directed study and whether a presentation or a précis is to be delivered.

13.08

Storm Leave

Where weather conditions are such that an Employee is unable to report to the office, the absence may be changed to annual vacation credits or compensatory

time credits. Alternatively, the Employee may request to work remotely and/or adjust their work day hours. The Employer in its sole discretion, may approve or deny such requests. Such request will not be unreasonably denied.

13.09 Reservist Leave

An Employee will be granted unpaid Reservist Leave in accordance with the *Employment Standards Act*. The Employee will give as much notice as is reasonably possible and will provide a copy of the Military Notice when received.

Subject to operational requirements, an Employee may be granted unpaid leave without loss of service or seniority to meet obligations pertaining to the Canadian Military Reserve for leaves not covered by the *Employment Standards Act*, *Reservist Leave*.

13.10 Individual Special Circumstances Arrangements

Notwithstanding Article 2.05, the Employer and the Union may agree in certain circumstances, the schedule of an individual full-time Employee may be adjusted to enable an average weekly work assignment of 28 to 35 hours.

- (a) Such an arrangement shall be established by mutual agreement of the Employer and the Union and the Employee affected. The parties agree that the arrangement applies to an individual, not to a position.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Employer and the Union. The Employee will retain full-time status, including but not limited to seniority and service.

The parties agree that for pension purposes, subject to the terms and conditions of HOOPP, there will no reduction in the normal 35 hours per week pension contributions made by an Employee and/or the Employer under this provision, nor shall there be proration of Extended Health Care, Semi-Private or Dental benefits.

Any party may discontinue the social circumstance arrangement with notice as determined within the agreement. In the event that the Employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.

ARTICLE 14 – PAID HOLIDAYS

- 14.01 (a) The Employer agrees to recognize the following paid holidays for all full-time and part-time Employees:

New Year's Day (January 1)	Civic Holiday
Family Day (3rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day

Victoria Day
Canada Day

Christmas Day
Boxing Day

- (b) Should the Government of Ontario or the Government of Canada declare any new public holidays in addition to those set out in Article 14.01 (a), above, the personal days as per Article 14.07 shall be reduced in number, one of each such new public holiday.
- (c) In addition to the foregoing holidays, the Employer recognizes Aboriginal Day for Employee(s) who reside at Netmizaaggamig Nishnaabeg.

14.02 In order to qualify for holiday pay, the Employee shall work her full scheduled working days immediately preceding and immediately following the paid holiday concerned, unless excused by the Employer or the Employee was absent due to:

- (a) Legitimate illness or accident that commenced within a month of the date of the holiday. If the illness commenced on the day immediately preceding or immediately following the holiday, the Employee may be required to provide the Employer with a medical note substantiating the illness or accident.
- (b) Vacation granted by the Employer.
- (c) The Employee's regular scheduled day off; or
- (d) An approved paid or unpaid leave of absence.

14.03 An Employee who is scheduled to work on a holiday but does not work because of illness or injury will receive holiday pay as set out in Article 14.01 but will not receive any sick pay benefits.

14.04 (a) Should a paid holiday fall during a full-time Employee's vacation period she shall receive an additional vacation day with pay. Such additional day will be taken by the Employee at a mutually agreed upon time.

- (b) Where a paid holiday falls during a part-time Employee's scheduled vacation period, she shall receive a lieu day with pay to be taken at a mutually agreed upon time.

14.05 For those Employees who normally work a Monday to Friday schedule, if any of the above holidays fall on a Saturday or Sunday, the Employer, in consultation with the Union, shall establish the weekday(s) observed as the holiday(s) during the week(s) preceding and/or following any of the above holidays. An Employee who works on the weekday observed as the holiday will be paid one and one-half (1.5) times her regular rate of pay. In addition, she will receive a lieu day off at her regular rate of pay. Such lieu day off will be scheduled within thirty (30) calendar days following the holiday. All paid holiday lieu days must be taken as full days off work. Employees unable to schedule lieu days at a mutually agreeable time within the above-referenced time will have any outstanding paid holiday lieu days not taken paid out on first pay period in January and first pay period in July of each calendar year.

14.06 An Employee required to work on any of the holidays as designated in Article 14.01 will be paid one and one-half (1 1/2) times her regular straight time hourly rate of pay and will be paid in the pay period in which the holiday was worked. In addition, she will receive a lieu day off at her regular rate of pay. Such lieu day off will be scheduled within sixty (60) calendar days following the holiday. All paid holiday lieu days must be taken as full days off work. Employees unable to schedule lieu days at a mutually agreeable time within the above-referenced time will have any outstanding paid holiday lieu days not taken paid out on first pay period in January and first pay period in July of each calendar year.

14.07 Personal Days

- (a) Employees will receive two (2) paid personal days per calendar year (prorated for Regular Part-Time Employees).
- (b) New Employees who are eligible for paid personal days will be prorated to their actual hire date and may be taken following a successful completion of their probationary period.
- (c) Personal days do not carry forward from one calendar year to another. Personal days may be taken in half day increments (3.5 hours).

ARTICLE 15 – VACATIONS

15.01 For the purpose of calculating entitlement for vacation time and vacation pay, the vacation year shall be from April 1st to March 31st.

15.02 Employees will begin accruing at their net entitlement level on the anniversary of their service date.

15.03 Employees will accrue vacation credit for each continuous month of service.

Employees will be entitled to take accrued vacation at the beginning of the next fiscal year.

An Employee who has less than one (1) year service at the start of any fiscal year (April 1st) shall have a vacation entitlement pro-rated from their date of hire to April 1st.

Vacation time may be taken at any time during the vacation year.

Regular Full-Time Employees and Regular Part-Time Employees shall submit their vacation requests on a Vacation Request Form to the Executive Team as follows:

- (a) Vacation requests for the vacation year (April 1 to March 31) must be submitted no later than February 15 and approved by March 1.
- (b) No more than 2 weeks of vacation may be taken during prime time. Prime time is defined as July 1 – August 31 and December 15 – December 31.
- (c) No more than 3 consecutive weeks of vacation time without approval, such approval will not be unreasonably denied.

15.04 Employees shall be entitled to vacations with pay in accordance with the following schedules:

Years of Service	Vacation Entitlement	Part Time %
Less than 1 year	pro-rated as per 15.03 above	
1 year service to end of 5 years	3 weeks -	6%
From 6 to end of 10 years	4 weeks -	8%
From 11 years	5 weeks -	10%

15.05 Employees who make their request within the submission deadlines in Article 15.03 will be given preference with respect to their vacation periods in accordance with seniority. Vacation requests which are not made within the foregoing deadlines will be considered on a first come first served basis, subject to the Clinic's requirements as to sufficient availability of staff to meet the needs of the Clinic's clients.

15.06 Part-Time Employees will accumulate vacation on a pro-rated basis according to their full-time equivalents.

15.07 When an Employee's employment is terminated for any reason, vacation entitlement is calculated on a pro rata basis.

- 15.08
- (a) Where an Employee's scheduled vacation is interrupted due to illness, the period of such illness shall be considered sick leave.
 - (b) Where an Employee's scheduled vacation is interrupted due to bereavement, the Employee shall be entitled to bereavement leave in accordance with Article 13.03.
 - (c) In addition, should an Employee's scheduled vacation be interrupted as a result of circumstances described in Article 13.06 of this Agreement, the Employee may re-schedule their vacation at a time mutually agreeable to the Employee and their supervisor.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

16.01 For the purpose of pro-ration, the regular work week for Regular Full-Time Employees is thirty-five (35) hours per week scheduled over five (5) days (this shall not affect the definition of Full-Time status as set out in paragraph 2.05), Monday to Friday.

The normal workday shall start no earlier than 8:30 a.m. and end no later than 4:30 p.m.

There shall be a one (1) hour unpaid meal break taken at a time directed by the Employer. Where the workday exceeds nine (9) hours, there shall be a second thirty (30) minute unpaid lunch break taken at a time directed by the Employer.

16.02 It is understood and agreed to that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a

guarantee as to the hours of work per day or the days of work per week. Should there be an adjustment in the hours of work, the salaries shall be adjusted based on the hours worked.

- 16.03 Authorized hours worked in excess of *forty-four (44)* hours per week (Sunday to Saturday) shall be paid at the rate of one and one half times (1.5x) Employee's regular hourly rate of pay or time in lieu. An Employee who wishes to work forty-four (44) or more hours must have written Employer approval before working this time.

Should an Employee be required and is authorized by a Manager to work in excess of their regular scheduled hours per week, and this work occurs on a Saturday or Sunday, they will be paid at the rate of one and one half times (1.5x) their salary. Employees whose regular schedule includes Saturday or Sunday hours will not be eligible for this overtime.

- 16.04 Flex Time

Flex time is the ad hoc adjustment of scheduled hours. Flex time includes Employees adjusting daily work schedules such that lesser or increased hours alter the Employee's scheduled hours of work, but which worked hours shall total seventy (70) hours within a pay period.

The approval of the flex time as requested by the Employee will be based on the operational requirements of the Employer and in consultation with the work team. Additional premiums shall not apply. Such time off shall not be unreasonably denied.

- 16.05 Accumulated Time

In circumstances where the Employee wishes to work additional hours in a pay period, such Employee may do so upon written approval from the Employer. It is agreed to that the additional hours will not exceed 44 hours in a week, in accordance with the *Employment Standards Act of Ontario*. These hours would be considered as Accumulated time owing and would be used as mutually agreed to with the Employer within a 30 day time frame. Time not used within said time frame will be assigned as time off by the Employer. Accumulated time may not exceed 14 hours at any given time.

- 16.06 The Employer acknowledges that the scheduled workdays for Employees has historically been Monday to Friday. The Employer and the Union also recognizes that health care services are expanding, and the Employer must be responsive to new funding or new requirements instituted by a funder.

If any current Employee is required to work a schedule that includes weekends, the Union will be provided with reasonable notice and a discussion will be held.

If the change occurs it shall be assigned on a voluntary basis first, then by reverse seniority and on a rotation basis.

ARTICLE 17 – ORIENTATION

- 17.01 It is agreed that an orientation program will be provided to newly hired Employees as follows:
- (a) The orientation, as performed by the Executive Team, or designate, shall include a familiarization with the physical environment and applicable Employer policies and procedures.
 - (b) Newly hired Employees will be given an orientation checklist to be completed during the course of the Employee's orientation and to be reviewed with the Executive Team, or designate, upon completion of the Employee's orientation.
 - (c) 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 18 – MISCELLANEOUS

18.01 Personnel File

An Employee may request the opportunity to review her personnel file in the presence of a supervisor and a Union representative if the employee so desires, following reasonable verbal notice of at least five (5) working days to the Employee's immediate supervisor. The Employer will grant such access requests twice per calendar year and may, in its sole discretion, grant more than two (2) such requests per calendar year.

18.02 Miscellaneous

As a condition of continued employment, all Registered Employees shall provide to the Clinic, annually, a current copy of their Certificate of Registration with their respective College.

18.03 It is understood that the Employer may engage in a process of formal performance appraisal of Employees in its employ. Where the Employer engages in such a process and intends to place a formal performance appraisal in the personnel file of an Employee, it shall provide the Employee with a copy of the formal performance appraisal. The Employee shall sign the formal performance appraisal indicating that she has read the appraisal. It is understood that formal performance appraisal documents are not disciplinary in nature and may not form the subject matter of a difference between the Employee and the Employer or between the Parties and cannot, therefore, be grieved. The Employee may, at the time of signing the formal performance appraisal document, place her comments upon the form in the designated space.

18.04 Prior to effecting any changes in rules or policies which affect Employees covered by this Agreement, the Employer will advise the Union of such changes with the Union and provide copies to the Union.

- 18.05 Employees are encouraged to receive the influenza vaccination except where the Employee establishes, with medical evidence satisfactory to the Employer that they have an allergy or other medical condition which contraindicates the taking of vaccination. Where an Employee does not receive the influenza vaccination, the Employee will be placed on an unpaid leave of absence for the period of any influenza outbreak. If an Employee is placed on an unpaid leave, he or she can use unused vacation credits in order to keep his or her pay whole.
- 18.06 The Clinic shall provide the Union with access to a bulletin board located in a non-public area of the Clinic designated by the Clinic. 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.
- 18.07 Where the Employer requires an Employee to travel between Clinic locations or on specifically approved Employer business using their own car the Employer's policy, as amended from time to time, will apply. Mileage will be paid at the rate of 45 cents per kilometre.
- 18.08 A copy of this Agreement will be issued by the Employer to each Employee upon hire. All costs involved in the preparation of the Agreement will be shared equally by the Union and the Employer.

ARTICLE 19 – SICK LEAVE

- 19.01 Sick Leave
- (a) All regular full-time Employees will accumulate sick leave credits at the rate of one (1) day per month to a maximum of ten (10) days per year.
- (b) Sick leave credits cannot be accrued from year to year and must be earned before they are used.
- (c) A sick note may be requested, if an employee's absences extend beyond three (3) days.
- 19.02 (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.
- (d) An Employee will not be entitled to a pay-out of accrued, but unused, sick leave credits upon the termination of his or her employment, regardless of the reason for termination.

- (e) It is understood that Sick leave credits are to be used for employee illness. However, there may be times when sick leave credits may be used in the following circumstances:
 - i) No more than four (4) sick leave days per year may be used to care for an Employee's child, provided the child is under the age of 18; and
 - ii) No more than four (4) sick leave days per year may be used to attend a medical specialist appointment which requires the Employee to travel more than 300 kilometres from the Clinic.

ARTICLE 20 – PENSION AND BENEFITS

20.01 All Regular Employees shall be eligible on date of hire to participate in the HealthCare of Ontario Pension Plan (HOOPP).

20.02 The Employer agrees to maintain the existing extended health care benefits as outlined in Canada Life Policy (#412118).

The Employee will pay: One hundred percent (100%) of Life, Accidental Death & Dismemberment, Dependent Life, and Long-Term Disability.

20.03 The Employer will continue to pay its share of the premiums for benefit plans for Employees for a period of up to seventeen (17) weeks while the Employee is on pregnancy leave and for a period of up to sixty-one (61) weeks while an Employee on a parental leave.

The Employer will continue to pay the premiums for benefit plans for Employees who: 1) are in receipt of employment insurance sick benefits; or 2) are on a paid leave of absence, for up to 12 months. For clarity, the Employer's obligation to pay the applicable Employer contributions for benefits plans for Employees under this paragraph shall be capped at 12 months.

If an Employee's absence without pay exceeds thirty (30) continuous calendar days, the Employee will become responsible for full payment of any applicable Employer contributions to employee benefits in which she or he is entitled to participate during the period of absence for up to 12 months. The Employee may arrange with the Employer to prepay the full premium of any applicable Employer contributions to benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage.

The Employer will pay: One hundred percent (100%) of Extended Health Care Benefits, Employee Assistance Program, and Health Care Spending Account.

20.04 (a) The Employer shall provide each Employee with information booklets outlining all of the current provisions in the benefits plans defined in Article 20.02. Upon request, the Employer will provide the master benefit plans to the Union.

- (b) The Employer shall notify the Union of the name(s) of the carrier(s) that provide the benefit plans defined in Article 20. The Employer shall also provide the Union with a copy of all current information booklets provided to the Employees.

20.05 The Employer may substitute another carrier for any of the foregoing plans provided that the levels 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.

ARTICLE 21 – SALARIES AND CLASSIFICATION

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

21.02 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitrator shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the bargaining unit and responsibilities involved. 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.

21.03 Salary Progression

(a) Upon hire, new Employees will be placed at the start rate in the attached Salary Schedule “Appendix A”.

(b) After completing six (6) months of service, Employees will advance to the end rate in the attached Salary Schedule “Appendix A”.

Note: For clarity, the start rate will be determined by using the Ministry of Health and Long-Term Care’s previous year’s funded rate and the end rate will be determined by using the Ministry of Health and Long-Term Care’s current year’s funded rate.

ARTICLE 22 – DURATION AND RETROACTIVITY

22.01 This Agreement shall be effective from September 17, 2020 and shall continue in full force and effect up to and including March 31, 2023. The Agreement shall

automatically continue thereafter for periods of one (1) year unless either party desires to modify or amend this agreement, it shall give the other party notice, in writing, not earlier than ninety (90) calendar days prior to the expiry date of this Agreement.

22.02

None of the provisions of this Collective Agreement shall be retroactive, except where specifically identified, and all matters become effective from the date on which the agreement is ratified.

Wages shall be retroactive to April 1, 2021 and shall be paid by separate cheque within two (2) full pay periods of the ratification of the bargaining unit.

SIGNING PAGE

Signed at White River, Ontario, this 6, day of October, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Carolyn Burton"

"Breighan Zanetti"

Labour Relations Officer

"Arlene McCorry"

"Kristen Carnes"

LETTER OF UNDERSTANDING

Between:

NORTHERN NEIGHBOURS NURSE PRACTITIONER-LED CLINIC
(hereinafter referred to as “the Clinic”)

And:

ONTARIO NURSES’ ASSOCIATION
(hereinafter referred to as the ‘Union’)

Re: Budget Increase for Wages

The parties confirm that the Ministry of Health has not finalized additional funding in the 2021-2022 fiscal year and has not yet disclosed the amount to be provided. As such, the Employer agrees to disclose to the Union the 2021-2022 rates as directed by the Ministry of Health upon receiving notice of same.

The Employer will commit to increasing the wages in Appendix A by the amount listed in the funding calculation tool in the appropriate year as it is listed in the Ministry of Health document for all classifications, using the end Ministry of Health rate as the end rate for the subsequent 2021-2022 Salary Schedule. Once the Employer receives the new funding deposit from the Ministry of Health, the Employer will pay the employees accordingly in the pay period immediately following the deposit. If the Ministry of Health funds the increase retroactively, the Employer will automatically pay all employees increases retroactively to April 1st of the respective fiscal year.

Signed at White River, Ontario, this 6, day of October, 2021.

FOR THE EMPLOYER

FOR THE UNION

“Carolyn Burton”

“Breighan Zanetti”

Labour Relations Officer

“Arlene McCorry”

“Kristen Carnes”

LETTER OF UNDERSTANDING

Between:

NORTHERN NEIGHBOURS NURSE PRACTITIONER-LED CLINIC
(hereinafter referred to as “the Clinic”)

And:

ONTARIO NURSES’ ASSOCIATION
(hereinafter referred to as the ‘Union’)

Re: Grandfathering – Nathalie McCaig

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

1. The parties agree that Nathalie McCaig who works 0.8 FTE will be grandfathered as full-time for the purposes of vacation, service and seniority, Sick Leave (STD) and Long-Term Disability (LTD), health and Welfare Benefits, Pension, Statutory Holidays, Layoff and Recall, Pregnancy/Parental Leave, and salary grid placement.
2. This LOU will come to an end upon Nathalie’s termination of employment regardless of the reason.

Signed at White River, Ontario, this 6, day of October, 2021.

FOR THE EMPLOYER

FOR THE UNION

“Carolyn Burton”

“Breighan Zanetti”
Labour Relations Officer

“Arlene McCorry”

“Kristen Carnes”

APPENDIX 'A' – SALARY SCHEDULES

Employees on staff as of the signing date of this collective agreement will be placed at the end rate of the Salary Schedule.

Effective April 1, 2021

Registered Nurse

Position	Start Rate	End Rate
Receptionist	Annual \$40,631, Hourly \$22.32	Annual \$42,519, Hourly \$23.36
Nurse Practitioner	Annual \$115,329, Hourly \$63.37	Annual \$122,178, Hourly \$67.13
Registered Nurse	Annual \$73,323, Hourly \$40.29	Annual \$74,148, Hourly \$40.74
Registered Practical Nurse	Annual \$52,469, Hourly \$28.83	Annual \$53,159, Hourly \$29.21
Social Worker	Annual \$73,323, Hourly \$40.29	Annual \$74,148, Hourly \$40.74

Salaries in this table are reflective of Full Time equivalent annual rates based on 1820 hours annually.

Effective Date of Ratification:

Salaries to be in accordance with Letter of Understanding re: Budget Increase for Wages and attached as part of this Agreement.