

COLLECTIVE AGREEMENT

Between:

QUEEN'S FAMILY HEALTH TEAM AT QUEEN'S UNIVERSITY
(hereinafter referred to as "the Employer")

And:

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

Expiry Date: March 31, 2021

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for on-going means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that the employees wish to work together with the Employer to secure the best possible nursing care and health protection for patients. Committees have been created under this Agreement to work towards this objective.
- 1.03 The Employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

ARTICLE 2 – RECOGNITION AND DEFINITIONS

- 2.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered nurses, and nurses with Temporary Certificates of Registration, employed in a nursing capacity at the Queen's Family Health Team at Queen's University in Kingston, save and except nurse manager and persons above the rank of nurse manager.
- 2.02
- (a) Regular full-time is an employee who normally works a regular schedule of thirty-five (35) hours per week.
 - (b) Regular part-time is an employee who normally works a regular schedule of less than thirty-five (35) hours per week.
 - (c) Casual is an employee who works on an ad hoc basis, as required by the Employer, does not have an ongoing fixed schedule, and may decline casual work.
 - (d) Temporary is an employee on a term and task basis to replace nurses on leave of absence (including pregnancy and parental leave), to fill temporary vacancies as provided under Article 11.07, or to perform work arising out of a new program which is funded for a fixed period of time. A nurse hired on this basis shall be deemed to be in the bargaining unit; however, the parties agree that such interim replacement nurse shall have no claim to the position temporarily filled.
- 2.03 A nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act*, 1991 and its Regulations must obtain their Certificate of Registration prior to the expiry of their Temporary Certificate. If the nurse fails to obtain their Certificate of Registration prior to the expiry of their Temporary Certificate of Registration they will be deemed to be not qualified for the position of registered nurse and they will be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration.

- 2.04 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act, 1994 as amended* and the *Nursing Act*.
- 2.05 "Nurse Practitioner - Registered Nurse Extended Class" is defined as a nurse who holds an Extended Class Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act 1994 as amended* and the *Nursing Act*.
- 2.06 All references to spouses in this Agreement shall include common-law and same sex partners.

ARTICLE 3 – NO HARASSMENT OR DISCRIMINATION

The parties agree that a safe workplace, free of 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, without fear of retaliation. The parties are both committed to a harassment and discrimination 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 Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of the employee's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising their rights under the Collective Agreement.
- 3.02 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 3.03 Complaints Procedure

The parties to this Agreement are committed to creating and maintaining a working environment that is founded on the fair treatment of all members of the University community. Therefore, the parties do not condone behaviour that is contrary to the *Ontario Human Rights Code* and other applicable legislation.

Workplace harassment is defined as engaging in a course of vexatious comment or conduct against another person or persons in a workplace that is known or ought to reasonably be known to be unwelcome. It comprises of any objectionable act, comment or display that demeans, belittles, or causes personal humiliation, embarrassment or intimidation.

Harassment is not properly discharged supervisory responsibilities including, performance evaluation, disciplinary action, day-to-day management of the operation, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Queen's University employees.

The parties agree that the preferred method of handling complaints is to follow the procedures established by the University's Human Resources Department.

Alternatively complaints may be filed in accordance with the grievance and arbitration procedures set out in this Agreement. If the allegations involve the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.

3.04 The Employer agrees that information and training regarding harassment, discrimination and personal harassment is essential and will work jointly with the Union on all training and information initiatives.

3.05 In recognizing the importance of a harassment and discrimination free environment, the Employer will review Employer policies and processes with respect to harassment and discrimination during the employee's orientation period.

3.06 Safe Disclosure Reporting

Provided an employee has followed the University policy for safe disclosure reporting, employees will not be subject to reprisal for the reasonable exercise of their professional obligations, including those related to patient advocacy.

ARTICLE 4 – NO STRIKE, NO LOCKOUT

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

ARTICLE 5 – UNION SECURITY

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

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

If the failure to deduct dues results from an error by the Employer, then, as soon as the error is called to its attention by the Union, the Employer shall make the deduction in the manner agreed to by the parties. If there is no agreement, the Employer shall make the deduction in the manner prescribed by the Union.

5.02 Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.

5.03 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.

- 5.04 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.
- 5.05 The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues the Employer shall provide a list of employees from whom deductions were made, their work site and the employees' social insurance numbers, amount of dues deducted and, where feasible, the Employer shall also provide the job classification, and status of the employees. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. A copy of this list will be sent concurrently to the Bargaining Unit President. Where the parties agree, the Employer may also provide the information in an electronic format.
- 5.06 The Employer agrees that an officer of the Union or Union Representative shall be allowed a reasonable period during regular working hours to interview newly hired employees during their probationary period. During such interview, membership forms may be provided to the employee. These interviews shall be scheduled in advance and may be arranged collectively or individually by the Employer.
- 5.07 Supervisors and persons above the rank of supervisor shall not perform work normally performed by bargaining unit employees, except in emergencies.
- 5.08 The Employer agrees that before work currently performed by members of this Bargaining Unit is contracted out, discussions will be held sixty (60) days in advance with the Union to provide adequate opportunity for discussion, input and suggestions. No employee will suffer a reduction of hours or be laid off because of contracting out.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.01 The Union recognizes that the management of the Queen's Family Health Team and the direction of the working force are fixed exclusively with the Employer and shall remain fully with the Employer except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:
 - (a) maintain order, discipline and efficiency;
 - (b) hire, assign, suspend, discharge or otherwise discipline an employee for just cause, direct, promote, demote, classify, transfer, lay off or recall employees;
 - (c) determine in the interest of efficient operations and the highest standard of service, the number of personnel required, job duties and qualifications, the

hours of work, work assignment, services to be performed, areas of work, methods of doing the work and the working establishment for any service;

- (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees.

6.02 The Employer will exercise its rights and administer the collective agreement in a fair and reasonable manner.

ARTICLE 7 – REPRESENTATION AND COMMITTEES

7.01 Meetings

The parties recognize the value of employees' input and participation in committee meetings. All joint Employer-Union meetings shall be scheduled during the employees' regular working hours.

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

7.02 Employee Representatives & Grievance Committee

- (a) The Employer agrees to recognize Union Representatives and committee members who are elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.
- (b) The Employer will recognize a Grievance Committee of two (2) persons, one of whom shall be chair. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.
- (c) It is agreed that Union Representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay a grievor for all time spent during their regular hours at Step No. 1 and Step No. 2 grievance meetings.

7.03 Labour-Management Committee

- (a) There shall be a Labour-Management Committee comprised of two (2) representatives of the Employer and two (2) representatives of the Union, one of whom shall be the Bargaining Unit President or designate.
- (b) The Committee shall meet quarterly unless otherwise agreed. The duties of chair and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to

the contrary. Copies of the record shall be provided to Committee members.

- (c) The purpose of the Committee includes:
 - i) promoting and providing effective and meaningful communication of information and ideas;
 - ii) reviewing professional responsibility complaints in accordance with the provisions of Article 9, Professional Responsibility;
 - iii) making joint recommendations on matters of concern regarding recurring workload issues;
 - iv) discussing and reviewing matters relating to in-service programs and retention and recruitment; and
 - v) reviewing status of workplace accommodation placements and/or status of absences due to long-term disability or WSIB, if any.
- (d) The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.

7.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee comprised of two (2) representatives of the Union for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the Negotiating Committee for time spent in negotiations with the Employer for a renewal agreement up to and including, conciliation.

7.05 Occupational Health & Safety

- (a) The University is subject to the provisions of the *Occupational Health and Safety Act* of the Province of Ontario and its regulations. 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 employees on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*, making particular reference to the following:
 - The Employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25(2)(h)].
 - When faced with occupational health and safety decisions, the Employer will take reasonable action(s) that reduces risk and protects employees.

- The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to employees at short notice in the event there are reasonable indications of the emergence of a pandemic.
- When the Employer receives written recommendations from a health and safety representative, that employer shall respond in writing within twenty-one days. [*Occupational Health and Safety Act*, s. 8(12)].
- The Employer's response shall contain a timetable for implementing the recommendations the employer agrees with and give reasons why the employer disagrees with any of the recommendations that the employer does not accept. [*Occupational Health and Safety Act*, s. 8(13)].
- The Employer shall ensure that the equipment, materials and protective devices as prescribed are provided. [*Occupational Health and Safety Act*, s. 25(1)(a)].
- The employee shall use or wear the equipment, protective devices or clothing that the employer requires to be used or worn. [*Occupational Health and Safety Act*, s. 28(1)(b)].
- The employee shall not use or operate any equipment, machine, device or thing or work in a manner that may endanger himself, herself or any other worker. [*Occupational Health and Safety Act*, s. 28(2)(b)].
- A worker who is required by their employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].

(b) Joint Health and Safety Committee

- i) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept one (1) representative or designate selected or appointed by the Union from amongst bargaining unit employees as a member of the Health Sciences Joint Health and Safety Committee. The representative shall be trained as a certified worker under the *Occupational Health and Safety Act* and shall suffer no loss of regular wages for such training.
- ii) The Health Sciences Joint Health and Safety Committee forms part of the Joint Multi-Workplace Health and Safety Committee at

Queen's University and as such the functions of the Committee are as follows:

- to identify, evaluate and recommend a resolution of all matters pertaining to occupational health and safety in the workplace to the appropriate official;
- to encourage adequate education and training programs in order that all employees are knowledgeable in their rights, restrictions, responsibilities and duties under the *Occupational Health and Safety Act*;
- to address matters related to all Regulations under the Act, including WHMIS and Designated Substances where applicable, and to receive copies of all reports as they relate to health and safety issues; and
- to deal with any occupational health and safety matter that the Committee deems appropriate.

- iii) Meetings shall be held every month on a regularly established schedule predetermined and approved by the Faculty of Health Sciences Joint Health and Safety Committee. The minutes of all meetings shall be posted in the workplace.
- iv) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- v) Pregnant employees may request to be temporarily accommodated if, in the professional opinion of the employee's physician, a risk to the pregnancy and/or unborn child is identified.
- vi) Where the Employer identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.

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

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

7.08 All reference to Union Representatives, Committee members and Officers in this Agreement shall be deemed to mean employee representatives, committee members or officers of the local Union.

The Local Union will advise the Employer in writing of the name of the contact person(s) for the local Union for all purposes under the Collective Agreement.

7.09 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Employer. Such representatives shall have

access to the premises only with the approval of the Employer which will not be unreasonably withheld.

- 7.10 Where an employee attends a Committee meeting outside of regularly scheduled hours, they will be paid for all hours spent in attendance at meetings at their regular straight time hourly rate.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 8.02 An employee who is to be disciplined, suspended, discharged or where a serious allegation has been raised, has the right to have a Union Representative present. The Employer shall notify the employee of this right at the time of the booking of the meeting in cases of discipline, suspension or discharge. If the employee is to be disciplined, suspended or discharged, a copy of the letter shall be forwarded to the Union. The Employer agrees to provide written reasons within seven (7) days to the affected employee and the Union in the case of a discharge or suspension.
- 8.03 It is the intent of the parties that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with their immediate supervisor within ten (10) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. This discussion may include consultation, advice and assistance from others. If there is no settlement within ten (10) calendar days, it shall then be taken up as a grievance within ten (10) calendar days in the following manner and sequence:

Step No. 1

The employee may submit a written grievance, through the Union, signed by the employee, to their manager or designate. The grievance shall be on a form referred to in Article 8.10 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The manager or designate will deliver their decision in writing within ten (10) calendar days following the day on which the grievance was presented to them. Failing settlement, then:

Step No. 2

Within ten (10) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to the Director and Counsel, Employee and Labour Relations or designate. A meeting will then be held between the Director and Counsel, Employee and Labour Relations or designate and the Grievance Committee within ten (10) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative(s) of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Director and Counsel, Employee and Labour Relations or designate may have such counsel and assistance as they may desire at such meeting. The decision of the Employer shall be delivered in writing to the Labour Relations Officer and the local Union Representative within ten (10) calendar days following the date of such meeting.

8.04 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Bargaining Unit President or designate.

8.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the manager or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.06 Probationary Employee

The release of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary employee is released for:

- (a) reasons which are arbitrary, discriminatory or in bad faith;
- (b) exercising a right under this Agreement.

The Employer agrees to provide a probationary employee with written reasons for their release within seven (7) days of such release, with a copy to the local Union.

A claim by a probationary employee that they have been unjustly released shall be treated as a grievance, provided the employee is entitled to grieve, if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within seven (7) days after the date the release is effective. Such grievance shall be treated as a special grievance as set out below.

8.07 The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed their probationary period without just cause.

A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Employer's action in dismissing the employee; or
- (b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

8.08 Mediation/Arbitration

- (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

8.09 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

8.10 Grievances shall be on the form set out in Appendix B.

8.11 Where a difference has been submitted to arbitration under 8.08 (a) above, the matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 8.12. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of a sole arbitrator. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration

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

Subject to Article 8.13, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 8.12 The parties may agree to have the matter determined by a three (3) person Board of Arbitration. The party requesting arbitration shall, at the time of notification of its decision to submit the difference or allegation to arbitration shall name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee. However, if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two (2) nominees, or the parties, if they have agreed not to utilize nominees shall attempt to select by agreement a chair of the Arbitration Board. If they are unable to agree upon such a chair within a period of fourteen (14) calendar days they shall then request the Minister of Labour for the Province of Ontario to appoint a chair. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 8.13, once appointed, the Board of Arbitration shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 8.13 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.14 The sole arbitrator or Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.15 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chair will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.16 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board.
- 8.17 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48(16) of the *Labour Relations Act*.

ARTICLE 9 – PROFESSIONAL RESPONSIBILITY

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

In the event that the workload to an individual employee or group of employees is such that they have cause to believe that they are being asked to perform more work than is consistent with proper patient care, they shall:

- i) At the time the workload issue occurs, discuss the issue with their supervisor to develop strategies to meet patient care needs using current resources.
- ii) Failing resolution of the workload issue, the employee(s) will discuss the issue with their supervisor on the next day that the supervisor and the employee are both working or within five (5) calendar days, whichever is sooner.
- iii) Failing resolution under the above, refer the issue in writing on the prescribed Union form (Appendix C) to the Labour Management Committee within twenty (20) calendar days of the occurrence of the alleged workload issue. The chair of the Committee shall convene a meeting of the Labour Management Committee within fifteen (15) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties and report the outcome to the parties.
- iv) In the event that the issue is not resolved to the satisfaction of the parties under the process identified above, it shall be addressed through the grievance procedure, Article 8, in which case it will be initiated at Step No. 2.
- v) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Labour Relations Officer(s), may attend Labour Management Committee meetings held between the Employer and the Union under this provision.
- vi) Any complaint lodged under this provision shall be on the form set out in Appendix C.

9.02 The delegation of Controlled Acts shall be in accordance with the *Regulated Health Professions Act*, Medical Directives, and related statutes and regulations and in accordance with guidelines established by the College of Nurses of Ontario from time to time, and any Employer policy related thereto, provided that if the Union is of the opinion that such delegation would be inimical to proper patient care, the Union may refer the issue to the Labour Management Committee.

ARTICLE 10 – PROFESSIONAL DEVELOPMENT AND ORIENTATION

10.01 Professional Development

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

- i) Responsibilities for professional development will be shared between the individual and the Employer;
- ii) All employees shall have the opportunity for professional growth through programs designed to assist the individual to function more effectively. These shall include:
 - (a) an orientation program;
 - (b) regular in-service training;
 - (c) an employee shall suffer no loss of regular pay by reason of their participation in training; and
 - (d) where a mandatory in-service is scheduled during an employee's working hours they shall attend it. If a mandatory in-service is scheduled outside of an employee's working hours, they shall be required to attend the in-service and shall be paid at their applicable rate for two (2) hours or for time actually spent at the in-service session whichever is greater.

10.02 Orientation

It is agreed that an orientation program will be provided to newly hired employees as follows:

- (a) The orientation as performed by the Clinic Manager of the Family Health Team or designate shall include a familiarization with the department physical environment, applicable Employer policies and Family Health Team 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 Clinic Manager, Family Health Team or designate upon completion of the employee's orientation.
- (c) Employees who displace other employees in the event of a long-term layoff, employees recalled from layoff, and 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 assume satisfactorily the duties of the position. A request by such an employee for orientation shall not be unreasonably denied.

10.03 Technological Change

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

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

Employees who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 11 will apply.

10.04 Where computers and/or new computer technology (e.g. computer charting) are introduced into the workplace that employees are required to utilize in the course of their duties, the Employer agrees that necessary training will be provided at no cost to the employees involved.

10.05 An employee shall be entitled to a leave of absence without loss of earnings from their regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by Professional Colleges of Ontario.

10.06 Student Supervision

(a) Employees may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario *Accountability Standards for RNs and RPNs Working with Students*. Employees will be informed in writing of their responsibilities in relation to these students and will be provided with what the Employer determines to be appropriate training. Any information that is provided to the Employer by the educational institution with respect to the skill level of the students will be made available to the employees recruited to supervise the students. Upon request, the Employer will review the employee's workload with the employee and the student to facilitate successful completion of the assignment.

Where an employee is assigned nursing student supervision duties, the Employer will pay the employee a premium of one dollar (\$1.00) per hour for all hours spent supervising nursing students. If an alternate compensation arrangement exists, the employee will be paid the greater of the two amounts.

(b) Employees are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.

10.07 Employee Files

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

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 their views to such evaluation prior to it being placed in their file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee. A request by an employee for a copy of other documents in their file will not be unreasonably denied.

Each employee shall have reasonable access to all their files for the purpose of reviewing their contents in the presence of their supervisor and/or a representative from Human Resources. A copy of the evaluation will be provided to the employee at their request.

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

No document shall be used against an employee where it has not been brought to their attention in a timely manner.

ARTICLE 11 – SENIORITY

11.01 Seniority will be based on last date of hire for regular full-time employees and will accrue on the basis of hours paid for regular part-time employees. One year of regular full-time seniority shall be equivalent to fifteen hundred (1500) paid hours of regular part-time seniority. Casual employees will accrue seniority on the same basis as regular part-time employees.

Seniority shall be a factor used in determining lay-off and recall rights, job posting, and vacation preference.

Service will be based on last date of hire for regular full-time employees. Service will accrue on the basis of hours paid for regular part-time employees. One year of regular full-time service shall be equivalent to fifteen hundred (1500) paid hours of regular part-time service. Casual employees will accrue service on the same basis as regular part-time employees.

Service will be used to determine pay level (i.e. salary progression), sick leave entitlement, and vacation pay.

11.02 An employee's full seniority and service shall be retained by the employee in the event that the employee is transferred from regular full-time to regular 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 regular full-time to regular part-time shall receive credit for their full seniority on the basis of fifteen hundred (1500)

hours paid for each year of full-time seniority. An employee whose status is changed from regular part-time to regular full-time shall receive credit for their full seniority on the basis of one (1) year of seniority for each fifteen hundred (1500) hours paid. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

11.03

Probationary Period

- (a) A newly hired employee shall be considered a probationary employee until they have worked four hundred and twenty (420) hours after which they shall be granted seniority in accordance with 11.01 above. Where the Employer requests an extension of the probationary period, it will provide notice to the Association at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. The Employer will advise the employee and the Union of the basis of such extension.

It is understood and agreed that any extension to the probationary period will not exceed an additional four hundred and twenty (420) hours worked.

There shall be on-going discussions with the employee about their progress during the probationary period.

- (b) An employee who transfers from regular part-time to regular full-time status shall not be required to serve a probationary period where such employee has previously completed one since their date of last hire. Where no such probationary period has been completed, the number of hours worked during the nine months immediately preceding the transfer shall be credited towards the probationary period.
- (c) An employee who transfers from regular full-time to regular part-time status shall not be required to serve a probationary period where such employee has previously completed one since their date of last hire. Where no such probationary period has been completed, the number of hours worked during the nine (9) months immediately preceding the transfer shall be credited towards the probationary period.

11.04

Seniority Lists

- (a) A seniority list shall be established for all regular full-time employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular 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 (including job sharers) and casual employees covered by this Agreement who have completed their probationary period. Seniority on such lists will be expressed in terms of total hours worked.

All seniority lists will be posted at both sites and on the Queen's Family Health Team Intranet.

Seniority lists will be posted in April and October of each year and two (2) copies will be given to the Union.

Upon posting of the seniority lists, the Union and affected employees will have thirty (30) calendar days to make written objections to the accuracy of the lists, failing which the seniority lists will be deemed to be accurate.

11.05 Effect of Absence (Regular Full-time and Regular Part-time)

If an employee's absence without pay from the Employer including absences under Article 12, Leaves of Absence, exceeds thirty (30) continuous calendar days the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the employee will become responsible for full payment of any subsidized employee benefits in which they are entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days an employee may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage. In circumstances where a regular full-time employee is on an unpaid leave of absence in excess of thirty (30) calendar days and voluntarily works occasional hours during the leave period, the employee shall be deemed to have continued on unpaid leave.

Notwithstanding this provision, seniority and service shall accrue if an employee's absence is due to disability resulting in WSIB benefits, LTD benefits or pregnancy and parental leave.

11.06 Deemed Termination

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

- (a) leaves of their own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four (24) calendar months;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate patient care, unless a satisfactory reason is given to the Employer;
- (e) is absent from scheduled work for a period of five (5) or more consecutive working days without notifying the Employer;
- (f) fails to return to work [subject to the provisions of 11.06 (e)] upon termination of an authorized leave of absence without satisfactory reason;
- (g) fails upon being notified of a recall to signify their intention to return within twenty (20) calendar days after they have received the notice of recall mailed by registered mail to the last known address according to the

records of the Employer and fails to report to work within thirty (30) calendar days after they have received the notice of recall or such further period of time as may be agreed upon by the parties.

- (h) If a casual employee has not provided availability or refuses to work for a three (3) month period, they will be given written notice to their last known address requesting their continued employment intention. Should the employee fail to respond to this registered letter within thirty (30) days of receiving it, their name will be removed from the casual part-time list.

Should the casual part-time employee respond to their appropriate manager, they will declare their availability to work within the following four (4) week schedule.

Casual employees who have submitted a request and have been approved for an extended leave shall be exempt from this provision.

11.07 Job Posting

When a vacancy occurs, or the Employer creates a new position within the bargaining unit, the Employer shall post notice of such a vacancy and/or new position electronically for a period of at least seven (7) calendar days during which time employees will have the opportunity to apply and be considered for the posted position. The Employer will send a copy of all job postings to the Bargaining Unit President.

The Human Resources Department will receive all applications for job postings prior to forwarding them to the hiring department. Qualified internal applicants will be interviewed first. However, after completing any interviews of internal applications, the hiring department retains the discretion to consider non-bargaining unit applicants in the selection process, along with the internal applicants who have already been interviewed, in order to identify the most qualified applicant. All applicants will be advised of their status in any job competition. The Bargaining Unit President will be advised electronically of the name of the successful applicant once the job is filled.

Temporary vacancies of less than six (6) months and vacancies caused due to illness, accident, leaves of absences (including pregnancy and parental) need not be posted but the Employer will make every reasonable attempt to fill such positions from within the bargaining unit.

- (a) If the temporary position is filled by an employee currently employed by the Queen's Family Health Team, then at the conclusion of the fixed term they shall return to their former position. The temporary employee who is a new hire shall be covered by all the terms in the Collective Agreement, except that they shall have no right to retain their job at the conclusion of the fixed term; however, if this employee is hired as a full-time or part-time employee during their fixed term, then the time worked shall be considered part of the probationary period for the regular full-time or regular part-time position.
- (b) The Employer agrees that the use of temporary staff shall not result in the loss of normal work hours, position(s) or salary of bargaining unit

member(s). In addition, the use of temporary staff shall not prevent the hiring of bargaining unit member(s).

11.08 In all cases of internal job postings, the following factors shall be considered:

- (a) ability, qualifications and performance; and
- (b) seniority, as of the last pay period.

Where the Employer considers the qualifications of factor (a) are relatively equal, factor (b) shall govern.

11.09 Layoff – Definition and Notice

- (a) A "layoff" shall include a reduction in an employee's hours of work and cancellation of all or part of an employee's scheduled shift.

Cancellation of single or partial shifts will be on the basis of seniority.

- (b) A "short-term layoff" shall mean a temporary layoff which is not anticipated to exceed three (3) months in length.
- (c) A "long-term layoff" shall mean any layoff which is not a short-term layoff.
- (d) The Employer shall provide the local Union with no less than thirty (30) days notice of a short term layoff. Notice shall not be required in the case of a cancellation of all or part of a single scheduled shift. In giving such notice, the Employer will indicate to the local Union the reasons causing the layoff and the anticipated duration of the layoff, and will identify the employees likely to be affected.

- (e) Notice

In the event of a proposed layoff in the Queen's Family Health Team of a permanent or long-term nature the Employer shall:

- i) provide the Union with notice of the proposed layoff fourteen (14) days in advance of notice to the employee(s)
 - ii) provide to the affected employee(s), no less than three (3) months written notice of layoff, or pay in lieu thereof.
- (f) In all cases of layoff, if requested, the Employer will meet with the local Union to review the reasons causing the layoff, the service which the Employer will undertake after the layoff and effect on employees in the bargaining unit.
- (g) Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

11.10

Layoff – Process and Options

- (a) Regular full-time and regular part-time employees shall not be laid off where there exists a temporary employee in the same classification.
- (b) In the event of a layoff, employees shall be laid off in the reverse order of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary employees shall be first laid off.
- (c) Employees shall have the following entitlements in the event of a layoff;

Prior to implementing a short-term layoff, employees will first be offered, in order of seniority, the opportunity to take vacation day(s), utilize any compensating/lieu time credits or to take unpaid leaves in order to minimize the impact of a short-term layoff.

- i) An employee who has been notified of a layoff may:
 - (A) accept the layoff; or
 - (B) opt to retire if eligible under the terms of the University's pension plan as outlined in Article 17.03; or
 - (C) elect to fill a vacant position, provided they are qualified to perform the available work; or
 - (D) displace the least senior employee whose work they are qualified to perform.
- ii) In all cases of layoff:
 - (A) Any agreement between the Employer and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. The unavailability of a representative of the Union shall not delay any meeting regarding layoffs or staff reductions.
 - (B) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.
 - (C) All regular part-time and regular full-time employees represented by the Union who are on layoff will be given a job opportunity in the full-time and part-time categories before any new employee is hired into either category.
 - (D) Full-time and part-time layoff and recall rights shall be separate.
 - (E) No new employees shall be hired until all those employees who retain the right to be recalled have been given an opportunity to return to work.

- (F) In this Article (11.10), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.

11.11 Recall from Layoff

Regular full-time and regular part-time employees shall be recalled in the order of seniority provided that an employee recalled is qualified to perform the available work.

11.12 Where an employee has received individual notice of long-term layoff such employee may resign and receive a separation allowance as follows:

- i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long-term layoff, they shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
- ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long-term layoff, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

11.13 Transfer outside of the Bargaining Unit

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

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

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

- (b) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, they will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of their return to the bargaining unit.

- (c) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the local Union of the names of any employees performing the duties of positions outside of the bargaining unit pursuant to this Article, the date the assignment commenced, the area of assignment and the duration of such assignments.
- (e) An employee who accepts a transfer under this Article, will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

11.14

- (a) The Layoff provisions of this Agreement do not apply to a term appointment that continues to its stated end date.
- (b) If a term appointment is terminated prior to the original stated end date the employee will be entitled to notice of termination, pay in lieu of notice or a combination thereof, in accordance with the *Employment Standards Act*, 2000.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 General Leave of Absence without Pay

Written requests for a personal leave of absence without pay will be considered on an individual basis by the manager or designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible.

Such leave requests shall not be unreasonably denied.

12.02 Leave for Union Business

The Employer agrees to grant leaves of absence, without pay, to employees selected by the Union to attend Union business including conferences, conventions and Provincial Committees and to any employee elected to the position of Local Co-ordinator. Only one (1) employee will be granted such leave at any one time. During such leave of absence, an employee's salary and applicable benefits shall be maintained by the Employer and the local Union agrees to reimburse the Employer for the cost of the employee's salary and applicable benefits during the period of the leave. Leave for the Provincial Committee will be reimbursed by the Union. The Employer will bill the local Union within a reasonable period of time. Such leave will be requested with as much advance notice as practicable, at least ten (10) working days in advance.

12.03 Leave for Board of Directors

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President, may be granted leave of absence without pay. Requests for such leave will not be unreasonably denied. During such leave of absence, an employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer for the cost of the employee's salary and applicable benefits during the period of the leave. There shall be no loss of seniority for the purposes of salary advancement or vacation entitlements or other benefits during such leave of absence. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Union leave provided in Article 12.02.

12.04 Leaves for ONA President

An employee who is elected to the office of President of the Ontario Nurses' Association, shall be granted, upon request, leave(s) of absence without loss of seniority and benefits up to two (2) years. During such leave(s) of absence salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits. The employee agrees to notify the Employer of their intention to return to work within two (2) weeks following termination of office.

12.05 ONA Provincial Committee

An employee who is elected to a provincial committee of the Ontario Nurses' Association, may, subject to the efficient operations of the Employer, be granted a leave of absence to fulfill the duties of their position. Reasonable notice shall be given to the Employer for such leave of absence. Such leave shall not be unreasonably denied. 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 elsewhere in this Agreement. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

12.06 Bereavement Leave

- (a) When a death occurs in the immediate family of an employee, they shall be granted up to five (5) consecutive working days' leave of absence with pay depending on the circumstances, to travel out of town, make funeral arrangements or settle estate matters. Notwithstanding the foregoing, in the case of the death of a spouse or child, the employee shall be granted leave of absence with pay of five (5) working days.
- (b) Where additional leave is required; for example, cultural reasons, such leave may be granted at the discretion of the Manager, or designate. Such requests will not be unreasonably denied.
- (c) For the purposes of this Article, immediate family is defined as: parents, spouse, child, brother, sister, grandparents, grandchildren, parents of the spouse, grandparents of the spouse, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step children, of an employee.

- (d) For the purposes of this Article, similar consideration may also be given to an individual close to the employee.

- (e) Leave to Attend a Funeral

An employee may, on application to their Manager, or delegate, be granted time off with pay to attend a funeral or equivalent service. Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the *Ontario Human Rights Code*, the employee shall be granted time off with pay to attend an equivalent service within a week following the funeral.

12.07

Jury & Witness Duty

- (a) An employee served with a jury notice or with a subpoena requiring attendance at a court or tribunal shall forthwith notify their immediate Manager.
- (b) An employee shall be paid for time actually spent on jury duty or for time spent in attendance under subpoena for a tribunal 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 their employment, or as a witness at a hearing of a Regulating College of Ontario provided such employee furnishes to their immediate Manager a written statement from a proper public official or the solicitor or counsel of the party on whose behalf they are subpoenaed, certifying as to the date and time of their court attendance and the amount of remuneration received and provided that the employee pays to the Employer the amount of such remuneration other than mileage and meal allowances.
- (c) An employee called for jury duty or subpoenaed for attendance at court or tribunal and who is temporarily excused from such duty or attendance must report for work if three (3) or more hours remain to be worked in their shift.

12.08

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least one (1) month in advance thereof. The employee shall be reinstated to their former position and salary unless the position has been discontinued in which case they shall be given a comparable job without loss of salary.
- (d) The Employer may request an employee to commence pregnancy leave at such time as the duties of their position cannot reasonably be performed

by a pregnant person or the performance or non-performance of their work is materially affected by the pregnancy.

Supported Pregnancy Leave

“Supported Pregnancy Leave” is a leave from work of up to twenty (20) weeks with top-up payment as outlined below. To qualify for Supported Pregnancy Leave a regular full-time or regular part-time employee must have been employed continuously for one year or more. Eligible employees will receive a top-up payment as specified below with the understanding that the employee is expected to work for the University for at least six (6) months following the date of their return from their Supported Pregnancy Leave (including additional leave such as parental leave or a leave of absence without pay after pregnancy leave). Should an employee quit and therefore not satisfy this condition, they shall be indebted to the University for the sum of the monies paid to them during their Supported Pregnancy Leave and will be required to repay these monies to the University.

Supported Pregnancy Leave allowance is as follows:

i) (Week 1)

A payment equivalent to 100% of the employee's normal basic earnings for the first week of the pregnancy leave;

ii) (Weeks 2 to 17)

For the next sixteen (16) weeks of the pregnancy leave, the employee will receive from the University, a top-up payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance maternity benefit the employee receives; and

iii) (Weeks 18 to 20)

A payment equivalent to 100% of the employee's normal basic earnings for the remaining three (3) weeks of the pregnancy leave;

Any period of leave beyond this twenty (20) weeks is unsupported and falls under the provisions of Parental Leave or Leave of Absence Without Pay. During the period of the Supported Pregnancy Leave the University will continue the employee on full benefits if the employee so chooses. The employee is required to pay their share of the costs of the benefit plans in which they are enrolled during the full term of the leave.

Supported Pregnancy Leave may be initiated by the employee at any time within twelve (12) weeks of the expected delivery date.

Both seniority and vacation entitlement continue to accrue while the employee is on pregnancy leave. Upon return to work the employee will be entitled to the same amount of vacation days as if they had worked. With the permission of the Department Head, this time may be added on to the end of the Supported Pregnancy Leave.

As part of the requirements under the Employment Insurance Regulations, all

payments by the University listed in the Supported Pregnancy Leave and Supported Parental Leave policies shall only commence when the employee provides proof that they are receiving E.I. benefits. Employees should understand that such proof will not be made available by E.I. until after the leave has commenced and hence University payments shall be retroactive.

Unsupported Pregnancy Leave

In accordance with the *Employment Standards Act*, an employee who has accrued at least thirteen (13) weeks of continuous service preceding their expected date of delivery is entitled to Unsupported Pregnancy Leave of up to seventeen (17) weeks.

Upon written request to the manager or their designate, Unsupported Pregnancy Leave of up to seventeen (17) weeks duration shall be granted to the employee.

An employee may begin their Unsupported Pregnancy Leave up to seventeen (17) weeks before the expected date of delivery.

Any period of leave beyond these seventeen (17) weeks is unsupported and falls under the provisions of unsupported Parental Leave or Leave of Absence without pay.

During the period of Unsupported Pregnancy Leave, the University will continue the employee on full benefits if the employee so chooses. The employee is required to pay their share of the costs of the benefit plans in which they are enrolled during the full term of the leave.

Both seniority and vacation entitlement continue to accrue while the employee is on pregnancy leave. Upon return to work the employee will be entitled to the same amount of vacation days as if they had worked. With the permission of the manager, this time may be added on to the end of the pregnancy leave.

Upon return to work the employee is to return to their previous position and salary. If that position no longer exists, the employee will be placed in a comparable position with no loss of salary.

An employee who does not meet the eligibility requirements for Unsupported Pregnancy Leave shall be granted, upon written request, a Leave of Absence Without Pay.

12.09 Parental Leave

Definitions:

Standard Parental Leave: a leave of absence from work of up to 35 weeks if the employee took Pregnancy Leave or up to 37 weeks if the employee did not take Pregnancy Leave.

Extended Parental Leave: a leave of absence from work of up to 61 weeks if the employee took a Pregnancy Leave or up to 63 weeks if the employee did not take Pregnancy Leave.

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least a month in advance thereof. The employee shall be reinstated to their former position and salary unless the position has been discontinued in which case they shall be given a comparable job without loss of salary.
- (d) An employee who has taken a pregnancy leave under Article 12.08 is eligible to be granted a parental leave of up to sixty-one (61) weeks' duration, in accordance with the *Employment Standards Act*. The parental leave must commence when the pregnancy leave ends.
- (e) The employee shall be reinstated to their former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

Supported Parental Leave

Supported Parental Leave is a leave from work of up to fifteen (15) weeks with a top-up payment as outlined below. To qualify for supported parental leave, a regular full-time or regular part-time employee must have been employed continuously for one year or more. Eligible employees will receive top-up provisions specified below with the understanding that the employee is expected to work for the University for at least six (6) months following the date of return from their supported parental leave (including additional leave such as a Leave of Absence Without Pay). Should an employee quit and therefore not satisfy this condition, they shall be indebted to the University for the sum of the monies paid to them during their supported parental leave and will be required to repay these monies to the University.

The paid leave must be taken within seventy-eight (78) weeks of the birth of the baby or when the child first comes into the custody or care of the parent. Where an employee has been granted both Supported Pregnancy Leave and Supported Parental Leave the total weeks eligible for top-up shall not exceed twenty (20) weeks.

An employee who takes supported parental leave is subject to the same rights and obligations as those granted for Supported Pregnancy Leave with the following amendments:

Supported Parental Leave allowance as follows:

Payment for Week 1 shall be dependent on whether the employee is required to serve a waiting period under EI regulations. If the employee is required to serve a waiting period of one (1) week (i) a) below will apply. If not, then (i) (b) will apply.

i) (Week 1)

- a) A payment equivalent to 100% of the employee's normal basic earnings for the first week of the parental leave; or
- b) the employee will receive from the University a top-up payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance parental benefit the employee receives, calculated for a Standard Parental Leave, regardless of whether the employee elected a Standard Parental Leave or an Extended Parental Leave.

ii) (Weeks 2 to 15)

For the next fourteen (14) weeks of the Parental Leave, the employee will receive from the University a top-up payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance parental benefit the employee receives, calculated for a Standard Parental Leave, regardless of whether the employee elected a Standard Parental Leave or an Extended Parental Leave.

Under the *Employment Standards Act*, Supported Parental Leave falls under the provisions of Parental Leave and therefore a further period of leave without pay may be available to parents. Any period of leave beyond that shall fall under the provisions of Leave of Absence Without Pay.

As part of the requirements under the Employment Insurance Regulations, all payments by the University listed in the Supported Pregnancy Leave and Supported Parental Leave policies shall only commence when the employee provides proof that they are receiving E.I. benefits. Employees should understand that such proof will not be made available by E.I. until after the leave has commenced and hence University payments shall be retroactive.

Unsupported Parental Leave

An employee who has been employed with Queen's University for at least thirteen (13) continuous weeks before the birth of a child, or before the child came into a parent's custody, care and control for the first time (e.g. adoption), is entitled to up to sixty-three (63) weeks of Unsupported Parental Leave.

Both parents will be eligible to take a parental leave. Where both parents are employees of the University, both parents may take Unsupported Parental Leave at the same time.

A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as their own.

Unsupported Parental Leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The amount of Unsupported Parental Leave available to an employee will change if the employee has taken a Supported Parental Leave as this type of leave falls under the umbrella of parental leave as outlined in the *Employment Standards Act*.

During the period of the parental leave the University will continue the employee on full benefits if the employee so chooses. The employee is required to pay their share of the costs of the benefit plans in which they are enrolled during the full term of the leave. Upon return to work the employee is to return to their previous position and salary. If that position no longer exists, the employee will be placed in a comparable position with no loss of salary.

Both seniority and vacation entitlement continue to accrue while the employee is on parental leave. Upon return to work the employee will be entitled to the same amount of vacation days as if they had worked. With the permission of the Department Head, this time may be added on to the end of the parental leave.

An employee shall provide their Department Head, or designate, with as much advance notice as possible of the request for parental leave. In cases where the parental leave is an extension of the employee's pregnancy leave, the notice should take place at the same time as the application for pregnancy leave.

12.10

Education Leave

The parties acknowledge that the responsibility for professional development is shared between the employee and the Employer. In this regard, the parties will endeavour to provide flexible work schedules to accommodate the employee's time off requirements.

- (a) Leave of absence, with pay, for the purposes of further education directly related to the employee's employment with the Employer may be granted on written application by the employee to their manager or designate. Requests for such leave will not be unreasonably denied.

- (b) A regular full-time or regular part-time employee shall be entitled to leave of absence without loss of earnings from their regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which employees are enrolled to upgrade their qualifications.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the employee's employment at the Employer may be granted at the discretion of the Employer upon written application by the employee to their manager or designate. It is understood that any educational seminar for which an employee requests expense reimbursement, approval is to be authorized beforehand by the Employer.

12.11 Compassionate Leave

Important or unusual circumstances may make it necessary for a staff member to be absent from work for short periods of time. Employees may be granted compassionate leave with pay for the purpose of providing or arranging for unexpected care for members of the employee's household, dependant(s), or parent(s), or to accompany them to obtain unexpected medical care, being present for the birth of their child, a medical or dental appointment or other such infrequent emergency without loss of regular earnings.

Requests for such leave are to be made to the employee's immediate manager.

12.12 Moving Leave

Upon request, one (1) day with pay, per calendar year, will be granted for moving from one residence to another in the local area.

12.13 Family Medical Leave

- (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act*.
- (b) An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating during the leave.
- (c) Subject to any changes in an employee's status which would have occurred had they not been on Family Medical Leave, the employee shall be reinstated to their former duties at the same rate of pay.

12.14 Military Leave

An employee will be granted unpaid leave without loss of seniority in order to meet any obligations pertaining to the Canadian Military Reserve. The employee will

give as much notice as reasonably possible.

12.15 Self-Funded Leave Plan

Regular full-time and regular part-time employees are eligible to access the self-funded leave plan established by the University, subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The purpose of the plan is to fund a leave of absence. It is not intended to help fund a retirement or other permanent separation from the University. Upon completing the leave of absence, the Employee must return to the University for a period equal to or greater than the duration of the leave.
- (c) The employee must make written application to the Department Head/designate at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (d) Written applications will be reviewed by the Department Head/designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) Initial approval must be given by the Department Head and final approval given by the appropriate Dean or Vice-Principal. Denial at either stage shall not be considered a violation of the agreement. However, approval will not be unreasonably denied.
- (f) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to them until the year of the leave or upon withdrawal from the plan.
- (g) During the leave, the individual may not be employed by the University in any capacity, even if that employment is casual and unrelated to their normal duties.
- (h) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (i) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (j) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the

purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. If an individual becomes ill, no sick leave will be charged during the duration of the leave - sick leave will commence on the individual's return date. Employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the University's Pension Plan will be in accordance with the Plan. Employees will not be eligible to participate in the disability income plan during the year of leave.

- (k) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Department Head and the Plan Administrator in writing. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (l) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (m) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (n) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (o) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the University in order to authorize the University to make the appropriate deductions from the employee's pay. Such agreement will include:
 - i) A statement that the employee is entering the pre-paid leave program in accordance with Article 12.15 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

- (p) In the event that the self-funded leave plan, as described in this Article or in the formal agreement with the employee, conflicts with the *Income Tax*

Act or any other legislation, that legislation shall take precedence.

ARTICLE 13 – SICK LEAVE

Regular full-time, regular part-time and temporary employees who have completed the first three months of employment are eligible for coverage under the University's Sick Leave Plan which provides leave with regular pay for any *bona fide* continuous absence due to illness or injury. The maximum period covered will be six (6) months of continuous absence.

Notwithstanding the above, employees are eligible for paid time off for *bona fide* incidental absences due to illness. The Employer will address excessive incidental absences through attendance management. With respect to probationary employees paid time off for incidental absences during the first three months of employment shall not exceed a total of three (3) working days.

In the case of temporary employees, the period of paid sick leave shall not continue beyond the end date of their fixed term.

- 13.01 Sick leave is defined as absence from work and performance of regular duties because of the employee's *bona fide* illness, injury, or quarantine through exposure to contagious disease.
- 13.02 An employee may, with prior warning, be required to provide a doctor's note certifying that the employee is medically unable to carry out normal duties due to illness. It is understood that a dentist will be considered a doctor for the provisions of this Article.
- 13.03 If the Employer requires the employee to obtain a medical note, the Employer shall reimburse employees for the cost of the required doctor's note up to a maximum of twenty-five (\$25.00) dollars per note.
- 13.04 An employee shall notify their supervisor or designate as soon as possible on the first day of their absence due to illness. In the case of longer absences, progress toward recovery and expected date of return to work shall be reported to the supervisor or designate at reasonable intervals.
- 13.05 Employees are expected to notify their supervisor or designate as early as possible of their expected date of return to work.
- 13.06 Employees may be requested to provide the Employer with a doctor's note certifying that the employee has been in the care of a doctor and:
 - i) that the employee is able to return to their position on a full-time basis without restriction; or
 - ii) that the employee is able to return to work with the nature and duration of any work restrictions described.

If a doctor's note is requested under this provision, the Employer shall reimburse the employee for the cost up to a maximum of fifty (\$50.00) per note.
- 13.07 If during an employee's vacation, there should occur a serious illness or accident

requiring hospitalization or confinement to bed for a period of five (5) days or more, and which is verified by a medical certificate, then sick leave may be substituted for vacation. The resulting unused vacation would then be rescheduled at a mutually convenient later date.

- 13.08 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 13.09 Sick leave for an employee who falls sick prior to an announced date of layoff will be paid only up to such day of layoff. If a person is sick at the time of recall from layoff, sick leave will only be paid if the illness is the same continuing one that existed at the time of the layoff.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

- 14.01 The normal work week is thirty-five (35) hours consisting of seven (7) hour shifts per day, Monday through Friday. The normal hours of work are from 8:30 a.m. to 4:30 p.m. or 9:00 am to 5:00 pm. Employees shall be entitled to a one (1) hour unpaid lunch period and two (2) fifteen (15) minute paid breaks.

In the event that patient care programs (e.g. flu shot clinic, patient education sessions) are scheduled and require an employee to work hours other than those listed above, such employee shall be given a minimum of two weeks' notice prior to the change in shift.
- 14.02 Where the Employer requires an employee to work through the normal lunch break such employee shall be paid time and one half (1 1/2) their regular straight time hourly rate for all time worked in excess of their normal daily hours. The employee may elect time off in lieu of payment. The time off will be taken at a time which is mutually convenient to the individual and the Employer.
- 14.03 Schedules will continue to be posted monthly.
- 14.04 An employee will not be required to work more than five (5) consecutive shifts. An employee will be paid time and one-half (1 1/2) for their sixth (6th) subsequent and consecutive shift until a shift is scheduled off.
- 14.05 Authorized overtime hours worked in excess of the normal hours of work or the employee's normal schedule shall be paid for at the rate of one and one-half (1½) times the employee's regular hourly rate. However, should such overtime hours be performed on a Sunday, they shall be paid for at the rate of two (2) times the employee's regular hourly rate. Compensation may be taken as pay or time off in lieu of payment. The Employer will maintain an overtime bank for each employee, the accumulated total of which, at any given time, may not exceed 35 hours. Employees and managers must make every effort to ensure the employee's overtime bank is drawn down to zero (0) by the end of the calendar year. Notwithstanding the foregoing, carryover of lieu time to the following calendar year may occur if exceptional operational circumstances prevented the utilization of lieu time. The time off will be taken at a time which is mutually convenient to the individual and the Employer.
- 14.06 An employee who is called in and required to work outside their normal scheduled

hours, other than those hours immediately prior to or after normal starting or quitting time, shall receive four (4) hours pay at straight time or the actual hours worked at time and one-half (1½), whichever is the greater.

14.07

Job Sharing

Job sharing shall be interpreted to mean two employees sharing one (1) regular full-time job.

- (a) The introduction of job sharing arrangements will be subject to mutual agreement between the Union and the Employer.

Job sharing requests shall be considered on an individual basis. Such approval will not be unreasonably withheld.

- (b) The employees involved in job sharing are entitled to all the regular part-time provisions except those which are modified as follows:

- i) The job sharers will propose a schedule of shift coverage for approval by the Employer; and
- ii) The Employer will review the proposed shift schedule and will confirm approval provided it meets the operational needs of the Clinic.

- (c) Absences and Leaves

In the event that one member of the job sharing arrangement is off due to illness or injury or goes on any other leave of absence the Employer will review the needs for coverage and with the remaining partner. If the partner is unable to cover some or all of the absent partner's shifts, they must inform their manager, or designate.

- (d) Implementation

- i) An incumbent regular full-time employee wishing to share their position may do so without having their half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- ii) Where two (2) regular full-time employees wish to job share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the collective agreement.
- iii) It is understood and agreed that the arrangement is for a trial period of six (6) months for the full-time employee originating the request. Once the trial period is over, the employee cannot revert to their former position except under (iv) below.
- iv) If one of the job sharers leaves the arrangement, their position will be posted. If there is no successful applicant to the position, the

remaining employee will revert to their former status. If the remaining employee was previously regular full-time, the shared position will become their position. If the remaining employee was previously regular part-time and there is no regular part-time position available, they shall exercise their layoff bumping rights to obtain a regular part-time position. The shared position would then revert to a regular full-time position and be posted according to the Collective Agreement.

(e) Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

The shared position would then revert to a regular full-time position. Should the Employer or the Union discontinue the job sharing arrangement, the employees currently working those arrangements will revert to their former status.

Where an employee does not have a former position to return to, the layoff and recall provisions of the collective agreement will apply. Where there remains a vacancy after employees revert to their former position, the vacancy will be posted in accordance with the collective agreement.

- 14.08 In circumstances where an employee requests a period of reduced responsibilities or a pre-retirement part time appointment, such an arrangement shall not be entered into without the mutual agreement of the Employer, the Union and the employee affected. The parties agree that the arrangement applies to an individual, not to a position.

ARTICLE 15 – PAID HOLIDAYS

- 15.01 Employees shall be paid a normal day's pay at their regular rate for each of the following Paid Holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Plus any other days as designated by the Employer or the Government of Canada or the Government of Ontario.

- 15.02 (a) To qualify to be paid for a scheduled Paid Holiday an employee must work their regular work day before and after such holiday unless they are on vacation, sick leave or regularly scheduled day off, or as otherwise excused by the Employer.

- (b) An employee normally scheduled to work may be paid for the Paid Holiday for which they qualify that fall within the first three (3) days of an unpaid leave of absence. If the period of leave exceeds three (3) days, there will be no payment for any Paid Holidays falling during that leave.

- 15.03 Employees required to work on any of the Paid Holidays above shall be paid at the rate of time and one-half (1½) their regular rate in addition to a day's pay or time off in lieu at a time mutually agreeable to the employee and the supervisor.
- 15.04 Should any of the Paid Holidays occur during an employee's vacation period or a scheduled day off, they shall receive an equivalent day off with pay at a time mutually agreeable to the employee and the supervisor.
- 15.05 The University will allow employees the full-time off between Christmas and New Year's Day inclusive. Employees will continue to receive their regular pay for those shifts which they would have been scheduled to work. Should an employee be scheduled to work on any of the days they normally would have worked (other than Christmas Day, Boxing Day, or New Year's Day), they will be paid in addition to their regular pay, time and one-half (1½) for the hours worked. Should an employee be scheduled to work on one of their regular off days during this shut-down period, they will receive overtime rates as outlined in Article 14. Alternately, where operational requirements permit, an employee may choose to be compensated by taking the time and one-half (1½) as lieu time, at a mutually convenient time to the Employer and the employee.
- 15.06 When Christmas Eve falls on a normal working day regularly scheduled hours will cease at noon that day. However, should Christmas Eve fall on a Monday, the full day off will be granted. Furthermore, when New Year's Day falls on a Thursday, Friday, January 2, will be granted as an additional day off.
- 15.07 Should a holiday as designated above fall on a Saturday or a Sunday, an alternative day shall be designated by the Employer (except for Christmas Day, Boxing Day or New Year's Day, where no alternative day will be designated unless it is New Year's Day falling on a Sunday in which case it will be observed on Monday, January 2).

ARTICLE 16 – VACATIONS

- 16.01 An employee's annual vacation entitlement is calculated on the basis of their years of continuous service as at January 1st of each year in accordance with the following table:

<u>Years of Continuous Service as at January 1st</u>	<u>Vacation Days</u>
less than 1 year	1.25 days for each completed month to a maximum of 15 days
after 1 year	15 days
after 3 years	16 days
after 4 years	17 days
after 5 years	18 days
after 6 years	19 days
after 7 years	20 days
after 10 years	21 days
after 12 years	22 days
after 14 years	23 days
after 16 years	24 days
after 18 years	25 days
after 19 years	26 days
after 20 years	27 days
after 22 years	28 days
after 24 years	29 days
after 25 years	30 days

Part-time employees shall have their vacation entitlement pro-rated.

- 16.02 Casual employees are not entitled to paid vacation days but shall receive vacation pay on each pay they receive and at percentages in accordance with the following table:

Years of Service (As per Article 11.01)	Vacation Pay (%)
less than 1 year	6
after 1 year	6
after 7 years	8
after 18 years	10
after 25 years	12

- 16.03 (a) Employees shall indicate their vacation preference by March 31st of each year, and the Employer shall post the final vacation schedule by May 1st of each year. Choice of vacation period shall be based on seniority but shall be determined by the Employer having due regard to the proper operation of the Family Health Team.

Vacation requests made after the posting of the vacation schedule shall be determined by the Employer having due regard to the proper operation of the Family Health Team on a first come first served basis, not on the basis of seniority.

(b) Requests for vacation shall not be unreasonably and/or arbitrarily withheld.

16.04 Employees may not request more than two (2) weeks' vacation from June 15th to September 15th.

16.05 Extended Vacation

With the permission of the employee's supervisor at the time that vacation schedules are being prepared for the current year, an employee may defer their entitlement or a part thereof to use with their vacation entitlement the following year for an extended vacation. Such a request shall not be unreasonably denied.

The extended vacation is limited to two (2) years' entitlement and any one year's entitlement or part thereof, must, if deferred, be used in the following year with the latter year's entitlement.

- 16.06
- (a) If during an employee's vacation, there should occur a serious illness or accident requiring hospitalization or confinement to bed for a period of five (5) days or more, and which is verified by a medical certificate, then sick leave may be substituted for vacation.
 - (b) Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.06.
 - (c) The portion of the employee's vacation which is deemed to be sick leave or bereavement leave under the above provisions will not be counted against the employee's vacation credits.
 - (d) Should a paid holiday occur during an employee's vacation period, they shall receive an equivalent day off with pay at a time mutually agreeable to the employee and the supervisor.
 - (e) Where a staff member has taken an unpaid leave of absence (not including pregnancy, adoption or parental leave) for a period or periods exceeding one (1) month, vacation entitlement shall be pro-rated for the period or periods actually worked.

ARTICLE 17 – HEALTH AND WELFARE BENEFITS

17.01 The Employer shall continue to make available to regular full-time employees the plans as outlined in the Queen's University Group Insurance Plans. Should it become necessary to amend or change any of the said plans, the Employer will discuss such amendments or changes with the Union.

17.02 Regular part-time, temporary full-time and temporary part-time employees are eligible to participate in the Queen's University Group Insurance Plans, subject to

the eligibility criteria set out between the Employer and the Carrier for each Plan.

17.03

The Group Insurance Plans are as follows and shall be subject to the premium cost-share arrangements specified below:

Supplementary Medical Plan (including a Vision Care Benefit)

- (a) The premiums are 100% paid by the Employer for regular full-time and eligible temporary full-time employees who elect this coverage.

Dental Plan

- (a) All regular full-time and eligible regular part-time employees are required to enroll in the Dental Plan unless proof of coverage under an alternate plan is provided.
- (b) The premiums for regular full-time employees are 100% paid by the Employer at current ODA rates minus one year.
- (c) The premiums for eligible temporary full-time employees are 100% paid by the Employer at current ODA rates minus one year.

Semi-Private Hospital

- (a) The premiums for regular full-time, regular part-time and all temporary employees, whether full-time or part-time, are 100% paid by the employee if they elect this benefit coverage.

Basic Group Life Insurance

- (a) The premiums for regular full-time, regular part-time and all temporary employees, whether full-time or part-time, are 55% paid by the Employer and 45% paid by the employee if the employee elects this benefit coverage.

Optional Additional Group Life Insurance

- (a) Any employee who is eligible for and who has opted for Basic Group Life Insurance coverage may be eligible to purchase additional Group Life Insurance. The premiums for such Optional Additional Group Life Insurance are paid 100% by the employee.

Long Term Disability Income Plan

- (a) All regular full-time and eligible regular part-time employees are required to enroll in the Long Term Disability Insurance Plan.
- (b) It is understood that when a regular full-time or regular part-time employee is in receipt of LTD benefits their position will be held for a period of up to three (3) years.
- (c) The Union will be notified by the Employer when LTD application documents

have been sent to an employee.

- (d) Employees age 65 and over are not eligible for coverage under this Plan, so, employees are entitled to opt out of the LTD plan six (6) months prior to their 65th birthday.
- (e) The premiums for regular full-time, eligible regular part-time and eligible temporary employees, whether full-time or part-time, are 100% paid by the employee.

Revised Pension Plan of Queen's University (the "Plan"):

- (a) The required employee money purchase contribution rates shall be in accordance with the Schedule below:

Effective Date	January 1, 2012	July 1, 2012	January 1, 2013	July 1, 2013	January 1, 2014
Up to the Canada Pension Plan Yearly Maximum Pensionable Earnings	5.0%	5.5%	6.0%	6.5%	7.0%
Above the Canada Pension Plan Yearly Maximum Pensionable Earnings	6.6%	7.2%	7.8%	8.4%	9.0%

- 17.04 Employees who are on an unpaid leave of absence which extends beyond one month may, subject to the terms of the Plan documents, continue to participate in those Queen's benefit plans in which they were enrolled at the commencement of their leave, provided they assume the full premium cost for such benefits. Participation in the Long Term Disability and Pension Plans will be discontinued during the period of unpaid status.

ARTICLE 18 – EARLY AND SAFE RETURN TO WORK

- 18.01 The Employer and the Union are committed to a consistent, fair, approach to meeting the needs of injured employees or employees recovering from an illness, to restoring them to work which is meaningful for them and valuable to the Employer and to meeting the parties' responsibilities under the law.

The Employer and the Union agree to co-operate in facilitating the return to work of returning employees.

- (a) An employee who is ready to return to work will provide the Manager, Workplace Health Return to Work and Accommodation Specialist or designate with medical verification of their ability to return to work, including specific information regarding any restrictions.

- (b) In creating a back to work plan, the Return to Work and Accommodation Specialist will examine the employee's abilities and accommodation needs to determine if the employee can return to their:
 - i) original position;
 - ii) original position with modifications to the work area and/or equipment and/or the work arrangement; and
 - iii) alternate positions outside the original position, including current vacancies.
- (c) As soon as practical the Manager, Workplace Health Return to Work and Accommodation Specialist or designate and the manager to whom the employee reports and the Union will meet with the returning employee to create and recommend a review the return to work plan.
- (d) The parties agree that to find suitable accommodation work the following factors will be considered they must balance additional factors, including in no particular order:
 - i) skills, ability and experience;
 - ii) ability to acquire skills;
 - iii) path of least disruption in the workplace; and
 - iv) the principle that all efforts shall be made to provide work to someone that otherwise would remain outside the active workplace.
- (e) The Employer and the Union will monitor, with the employee, progress and duties as required until the employee is able to resume their regular duties or a decision is made that permanent changes are required. A medical certificate will be required in either case.
- (f) All return to work arrangements will be in writing containing the details of the accommodation.

ARTICLE 19 – WORKPLACE VIOLENCE

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

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

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

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

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

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

The employee will present their claim to the Employer within seven (7) days after the event, unless it was impossible for them to do so during this period.

ARTICLE 20 – TRANSPORTATION ALLOWANCE

- 20.01 Those employees who are required to use their automobile to perform their duties for the Employer shall be reimbursed at the [University rate](#).
- 20.02 Employees receiving mileage allowance shall disclose to their insurers that they are using their motor vehicles for business purposes and shall obtain third party liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) inclusive coverage and shall file a certificate of such insurance coverage with the Employer.
- 20.03 The employee shall be reimbursed for all travel related expenses incurred in the performance of their duties as per [University Policy](#).
- 20.04 Employees who are required to make home visits shall be compensated for their business use of personal cellular phones at the annual rate of \$300, paid on a monthly basis.

ARTICLE 21 – MISCELLANEOUS

- 21.01 The Employer will provide space on a designated bulletin board upon which the Union shall have the right to post notices of meetings and other notices which may be of interest to the employees. No material shall be displayed which in the opinion of the Employer is detrimental to its interests.
- 21.02 A copy of this Agreement will be issued by the Employer to each employee. All costs involved in the preparation of the Agreement will be shared equally by the local Union and the Employer.

- 21.03 Pay shall be issued by direct deposit, on a monthly basis for regular full-time and regular part-time employees and on a bi-weekly basis for casual employees. A statement of earnings and deductions shall be provided to each employee. In the event an employee is on leave and is not expected to return to work within four (4) weeks of the pay date the pay stub shall be mailed to their home address.
- 21.04 The Employer agrees to provide a minimum of five million (\$5,000,000.00) dollars per incident professional liability insurance at no cost to the employees.
- 21.05 The Employer agrees to provide and maintain WSIB coverage for all employees.

ARTICLE 22 – SALARIES AND CLASSIFICATIONS

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

ARTICLE 23 – DURATION

- 23.01 This Agreement shall remain in full force and effect from April 1, 2018, and extend to March 31, 2021, and from year to year thereafter, unless either party notifies the other in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than ninety (90) days prior to the termination date of this Agreement.
- 23.02 All changes other than salary are effective the date of the Union's ratification unless otherwise expressly provided.

DATED AT _____, ONTARIO, THIS ____ DAY OF _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

Heather Shields, Chief Spokesperson,
Director and Counsel, Employee and
Labour Relations

Lisa Turner, Chief Negotiator

Lisa Colby, Director, Employee and
Labour Relations

Liz Hughson, President ONA Local 67

Diane Cross, Clinical Operations
Manager, Queen's Family Health Team

Carrie Bailey, Member, Bargaining
Committee

Francine Janiuk, Nursing Manager

Lorraine Chick, Member, Bargaining
Committee

Josh Graham, Employee and Labour
Relations Analyst

Appendix “A”**SALARY SCHEDULE**

Registered Nurse	Current	April 1, 2018	April 1, 2019	April 1, 2020
Start	32.95	33.36	33.78	34.37
Step 1	34.20	34.63	35.06	35.67
Step 2	35.49	35.93	36.38	37.02
Step 3	36.86	37.32	37.79	38.45
Step 4	38.25	38.73	39.21	39.90
Step 5	39.69	40.19	40.69	41.40

Nurse Practitioner	Current	April 1, 2018	April 1, 2019	April 1, 2020
Start	46.55	47.13	47.72	48.56
Step 1	47.80	48.40	49.01	49.87
Step 2	49.10	49.71	50.33	51.21
Step 3	50.44	51.07	51.71	52.61
Step 4	51.79	52.44	53.10	54.03
Step 5	53.20	53.87	54.54	55.49

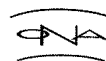
- a) Year 1 – Effective April 1, 2018
 - i. A scale increase of 1.25% will be applied to the base hourly rates.
- b) Year 2 – Effective April 1, 2019
 - i. A scale increase of 1.25% will be applied to the base hourly rates.
- c) Year 3 – Effective April 1, 2020:
 - i. A scale increase of 1.75% will be applied to the base hourly rates.
- d) On each regular full-time employee's anniversary date of employment with Queen's Family Health Team, the employee will move up to the next step on the salary schedule in effect on the anniversary date.
- e) In the case of regular part-time or casual employees, the employee will move up to the next step on the salary schedule in effect after each fifteen hundred (1,500) hours paid.
- f) On hiring, employees shall receive recognition for relevant and recent past nursing experience on the basis of one (1) step for each one (1) year of experience to the maximum of five (5) years.

APPENDIX "C"

Professional Responsibility Form



ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIERS ET INFIRMIÈRES DE L'ONTARIO



COMMUNITY PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM /
FORMULAIRE DE DÉCLARATION DE CHARGE DE TRAVAIL DES RESPONSABILITÉS PROFESSIONNELLES COMMUNAUTAIRES

(Please Print / Veuillez écrire en lettre moulées)

SECTION 1: GENERAL INFORMATION / RENSEIGNEMENTS GÉNÉRAUX

Name(s) Of Employee(s) Reporting:
Nom(s) de l'employé(e)/des employé(e)s faisant le rapport : _____

Employer: _____ /Branch _____ Team/Area/Program: _____
Employeur: _____ /Service _____ Equipe/Zone/Programme: _____

Date Of Occurrence: _____ Start Time: _____ Duration Time: _____
Date de l'évènement: _____ Heure du début: _____ Durée: _____

Hrs Wkd _____ On Call/Ext. Hrs _____ Supervisor(at time of occ.) _____ Date/Time Submitted: _____
Hrs fin de sem. _____ Hrs sur appel/suppl. _____ Superviseur (sur place.) _____ Date/heure de la soumission: _____

SECTION 2: DETAILS OF OCCURRENCE / RENSEIGNEMENTS SUR L'ÉVÈNEMENT

Provide a concise summary of how the occurrence affected your practice/workload:
Fournir un résumé détaillé de la manière dont l'évènement a affecté vos activités/votre charge de travail : _____

Check one: / Coché UNE seule réponse : ☐ Is this an isolated incident? / S'agit-il d'un cas isolé ? ☐ An ongoing problem? / D'un problème récurrent ?

SECTION 3: CLIENT CARE AND OTHER CONTRIBUTING FACTORS TO THE OCCURRENCE / SOINS DES CLIENTS ET AUTRES FACTEURS AYANT CONTRIBUÉ À L'ÉVÈNEMENT

Please check off the factor(s) you believe contributed to the workload issue:
Veuillez cocher le(s) facteur(s) qui selon vous a/ont contribué aux problèmes relatifs aux charges de travail :

☐ Change in client acuity (psy/phy/soc) Provide details:
Changement dans l'acuité du client (psy/phy/soc.) Fournir des renseignements : _____

☐ Safety in jeopardy (specify) / Sécurité en jeu (spécifier) _____
☐ Lack of / malfunctioning equip.(specify)
Manque/défaillance d'équipement (spécifier) _____

☐ Visitors/Family members / Visiteurs/membres de familles
☐ Bed Shortage (hosp./LTC) / Manque de lits (hosp./SLD)
☐ Client census at time of occurrence / Nbre de clients au moment de l'évènement

☐ Weather / Conditions météorologiques
☐ Travel/Distance / Déplacement/distance
☐ Unanticipated Assignment /uncontrolled variables (specify)
Affectation non anticipée / changements incontrôlés (spécifier) _____

☐ Non-Nursing Duties: (specify)
Tâches non spécifiques aux infirmières : (spécifier) _____

☐ Incomplete Referral Information / Renseignements sur le patient incomplets
Other (specify) / Autre (spécifier) _____

☐ # of Admissions / Nbre d'admissions _____
☐ # of Discharges / Nbre de sorties _____

SECTION 4: STAFFING/WORKING CONDITIONS / DOTATION EN PERSONNEL/CONDITIONS DE TRAVAIL

In order to effectively resolve workload issues, please provide details about the working conditions **at the time of occurrence** by providing the following information:
Afin de résoudre les problèmes relatifs aux charges de travail, veuillez fournir des détails sur les conditions de travail **au moment de l'évènement** en fournissant les renseignements suivants :

Regular Staff: / # Personnel régulier : ☐ RN / Inf. aut. ☐ RPN / inf. aux. aut. ☐ Clerical Support / Personnel de bureau ☐ IT Support / Soutien informatique
Actual Staff: / # Personnel actuel : ☐ RN / Inf. aut. ☐ RPN / inf. aux. aut. ☐ Clerical Support / Personnel de bureau ☐ IT Support / Soutien informatique
Junior Staff / Personnel subalterne : ☐ Yes / Oui ☐ No / Non ☐ How many? / Combien ? _____
RN Staff Overtime: / Inf. aut. en temps sup. : ☐ Yes / Oui ☐ No / Non ☐ If yes, how many staff?
Si oui, combien ? _____ Total Hours / Nbre d'heures _____

Breaks: / Pauses : Meal Period: / Pause-repas : Missed / ratée _____ Late / en retard _____ Taken / prise _____
Rest Period: / Temps de repos : Missed / ratée _____ Late / en retard _____ Taken / prise _____

At the time of the occurrence, the planned workload was: Au moment de l'évènement, la charge de travail prévue était telle :	# Planned # Prévu(e)s	Actual # # Actuel(le)s	Time Planned Temps prévu à cet effet	Actual Time Durée actuelle
Home Visits/ School Visits/ Clinics Visites à domicile/ visites à l'école / cliniques				
Case Conferences/Team Meetings etc. Conférence de cas /réunions d'équipes, etc.				
Documentation/ Administration (i.e. phone, paperwork, supplies) Documentation/ Administration (ex. téléphone, travail administratif, approvisionnement)				
Inservice / Education En service / formation				
Travel (number of trips) Déplacements (nombre de déplacements)				
Other (i.e. giving a presentation etc.) Autre (ex. exposé à faire)				

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:
S'il y a eu un manque de personnel au moment de l'évènement, (dont le personnel de soutien) veuillez cocher la/les réponse(s) nécessaires :

☐ Absence/Emergency Leave ☐ Sick Call(s) ☐ Vacancies
Absence/congé d'urgence Congé(s) maladie(s) Vacances

SECTION 5: REMEDY / SOLUTION

(A) At the time the workload issue occurred, did you discuss the issue within the team/branch/program? ☐ Yes / Oui ☐ No / Non
 Au moment où le problème est survenu en raison de la charge de travail, en avez-vous discuté avec l'équipe/le service/le programme ?
 Provide Details: / Fournir des renseignements : _____

Was it resolved? / Est-ce que le problème a été résolu ? ☐ Yes / Oui ☐ No / Non

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

Ne trouvant pas de solution lors de l'événement, avez-vous cherché de l'aide auprès de la personne désignée par l'employeur ayant la responsabilité de régler les problèmes relatifs aux charges de travail ?

Did the designated person with whom you discussed the occurrence provide guidance?

Est-ce que la personne responsable avec qui vous avez discuté du problème vous a orienté conséquemment ? ☐ Yes / Oui ☐ No / Non

Provide Details: / Fournir des renseignements : _____

Was it resolved? / Le problème a-t-il été résolu ? ☐ Yes / Oui ☐ No / Non

(C) Did you discuss the issue with your manager (or designate) on her/his next working day? ☐ Yes / Oui ☐ No / Non

Avez-vous discuté du problème avec votre superviseur(e) (ou responsable) au moment de son retour au travail ?

Provide Details: / Fournir des renseignements : _____

Was isolated incident resolved? / Est-ce que le cas isolé a été résolu ? ☐ Yes / Oui ☐ No / Non

If an ongoing problem, was entire issue resolved?

S'il s'agissait d'un problème récurrent, a-t-il été résolu ? ☐ Yes / Oui ☐ No / Non

Were measures implemented to prevent re-occurrence?

Est-ce que des mesures ont été prises pour éviter que cela se reproduise ? ☐ Yes / Oui ☐ No / Non

Provide Details: / Fournir des renseignements : _____

If staff made available, please identify the number of staff provided, their category and the amount of time they were available for:

Si du personnel a été assigné, veuillez identifier le nombre de personnes assignées, leurs catégories et le nombre d'heures pendant lesquelles ils étaient disponibles :

Category (CM, RN, RPN, PHN, PSW, Clerk etc.) Catégories (RC, Inf. aut., Inf. aux. aut., ISP, Prép. aux serv. de sout., Commis, etc.)	Amount of time Staff available / Durée de disponibilité du personnel	Orientation to Branch Required / Orientation à un service requis <input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non State Orientation time (min./hrs) / Stipuler le temps de réorientation (min. /hres)

SECTION 6: RECOMMENDATIONS / RECOMMANDATIONS

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

Veuillez cocher le ou les points ci-dessous qui, selon vous, devraient être pris en considération afin d'éviter de tels problèmes.

- | | |
|---|--|
| <input type="checkbox"/> Inservice / Personnel en service | <input type="checkbox"/> ↑ RN/CM staffing / ↑ inf. aut. /RC |
| <input type="checkbox"/> Change physical lay-out / Changement de la répartition des employés | <input type="checkbox"/> ↑ support staffing / ↑ personnel de soutien |
| <input type="checkbox"/> Caseload review for acuity/activity / Révision du nbre de cas pour l'acuité/l'activité | <input type="checkbox"/> Review nurse/patient ratio / Révision du nbre de patients par inf. |
| <input type="checkbox"/> Orientation / Orientation | <input type="checkbox"/> Review policies & procedures / Révision des politiques et procédures |
| <input type="checkbox"/> Float/casual pool / Personnel mobile/occasionnel | <input type="checkbox"/> Perform Workload Measurement Audit / Évaluations des charges de travail |

Equipment (Please specify) / Équipement (veuillez spécifier) _____

Other: / Autre : _____

SECTION 7: EMPLOYEE SIGNATURES / SIGNATURES DES EMPLOYÉ(E)S

I/We request these concerns be forwarded to the Employer-Association Committee.

Je/nous demandons à ce que ces préoccupations soient soumises au Comité de l'association patronale.

Signature: / Signature : _____

Phone No.: / N° de tél : _____

Signature: / Signature : _____

Phone No.: / N° de tél : _____

Signature: / Signature : _____

Phone No.: / N° de tél : _____

Date/time Submitted: / Date/heure de la soumission : _____

SECTION 8: MANAGEMENT COMMENTS / COMMENTAIRES DE LA DIRECTION

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

Veuillez fournir des renseignements/commentaires sur ce rapport, en incluant les mesures qui ont été prises pour remédier à la situation, le cas échéant.

Management Signature / Signature de la direction _____

Date: / Date : _____

(1) Manager/Chief Nursing Officer (or designate) / (1) Directrice/Infirmière en chef (ou désignée)

FORM CPR-1 16/05/07

APPENDIX “D”

TUITION ASSISTANCE PROGRAM

The Tuition Assistance Program supports Queen’s commitment to the development of employee skills and abilities. Departments are asked to endorse employees who wish to enroll in academic courses or attend training courses that will enhance their personal growth or ability to perform their duties.

The Tuition Assistance Program is divided into two (2) components - the Educational Development Fund which pays tuition fees for Queen’s credit courses, and the Professional Development Fund which reimburses tuition fees (to a maximum of four hundred (\$400.00) dollars per year) for work-related courses at other recognized educational institutions.

Procedures

Educational Development Fund (Queen’s credit courses)

Eligibility

Within the limits defined by this policy, all eligible Queen’s University employees are entitled to have the payment of tuition fees for Queen’s credit courses waived at the time of registration. Eligibility for tuition payment waiver will commence after one (1) year of continuous employment at Queen’s University. Generally, eligibility includes:

- general staff (continuing, term, research grant and contract) with appointments of 40% time or more;
- members of the Ontario Nurses’ Association (regular full-time employees, regular part-time and temporary employees who work 40% of a full-time equivalent position);
- members of C.U.P.E. Local 229, 254 and 1302;
- other employees (e.g. librarians, archivists) with continuing and term appointments of 40% time or more; and
- academic and adjunct academic staff as defined in Article 12 of the QUFA collective agreement with appointments of 40% time or more.

Individuals employed on contracts who are not considered as part of the general staff (e.g. post doctoral fellows, visiting researchers and scholars, undergraduate and graduate students, academic assistants and instructors, adjunct academic staff, and casual staff) are not eligible for tuition payment waiver under this policy.

Certain units occupying space on the campus of Queen’s University are not subject to this policy. For a current listing of affiliated organizations, please refer to the Human Resources website (www.hr.queensu.ca). The individuals employed by these organizations are not Queen’s employees.

Eligibility for tuition payment waiver will be confirmed by Human Resources at the time of course registration and is based on the employee’s employment status during the course offering.

Access

Per year (September to September), payment of tuition fees will be waived for all eligible employees to a maximum of the equivalent dollar value of five full-credit undergraduate Arts &

Science courses (based on the fee schedule for Canadian students). The amount of assistance will be pro-rated to correspond with an employee's terms of appointment. For example, an employee who has a 60% appointment could waive payment of tuition fees to a maximum of sixty percent of the dollar value of five full-credit undergraduate Arts & Science courses.

Fees for students in a graduate degree program are based on term fees and not by individual courses; therefore, payment of tuition fees to the maximum already noted will be waived for a graduate degree program. Any additional fees will be the responsibility of the individual employee. The assistance is limited to five (5) years of continuous registration for a master's degree program and seven (7) years of continuous registration for a doctoral degree program. Fees related to non-credit or audited courses are not eligible for tuition assistance and must be paid by the employee at the time of registration.

While departments are encouraged to allow employees to attend training programs on work-time, the University recognizes that operational requirements must also be met. Therefore, subject to the approval of the Department Head, employees (continuing and term) may have a maximum of three (3) hours of release time from work per week to attend classes at Queen's University. This approval may be granted provided that such leave will not unreasonably disrupt the normal operations of the department nor place an unfair burden on remaining staff members. Special circumstances must be negotiated with the Department Head. Requirements for course work in addition to lecture hours (e.g. lab work, library research, study time) are to be met outside of working hours. When the examination for a course being taken by an employee is scheduled during the employee's normal working hours, release time from work will be granted.

For contract employees, time taken for courses during normal working hours (to the maximum of three (3) hours per week) shall be made up at times agreeable to the P.I., unless this requirement is waived by the P.I. (e.g. because the course is directly job-related).

Tuition Assistance Tracking System

A tuition assistance tracking system will be established for each eligible employee. This tracking system will contain a dollar amount equal to five (5) full-credit undergraduate Arts & Science courses (based on the fee schedule for Canadian students) times the percentage of the employee's appointment. When an employee accesses the Educational Development Fund, their record in the tuition assistance tracking system will be reduced until it reaches a zero balance. Once an employee's record reaches zero, they will be fully responsible for paying any further tuition fees, at the time of registration. If an employee drops a course, their record in the tracking system will be reduced by the course fee, in line with the University's drop policy. If an employee fails a course, the full tuition fee will be deducted from their record. The employee will not be required to pay any course fees for dropped or failed courses unless their record in the tracking system is at zero.

Records in the tuition assistance tracking system will be refreshed each September.

An employee may not transfer or carry forward any unused amounts in their record, nor borrow against the next year's amount. Transfer of amounts from one employee to another is also not permitted.

Enrollment

- In order to have payment of tuition fees waived, employees will require an authorized Tuition Fee Waiver form. This can be obtained from Human Resources.
- The same application/registration procedure is required of employees as for any other student.

- Obtain the application/registration materials from the appropriate Faculty office.
- Hand in the completed registration form to the appropriate Faculty office, which will authorize and forward it to the Registrar's Office. Attach your Tuition Fee Waiver form to your registration form. Please note that you will be required to pay your tuition fee if you do not have a completed Tuition Fee Waiver form.
- Early application/registration is advisable.

Questions about registration requirements should be directed to the appropriate Faculty office.

Exclusions

Student Activity Fees, Admission Fees, Late Registration Fees, material, lab, administration or any other ancillary fees are not covered under this policy and payment of such fees are the responsibility of the employee.

Employees in graduate courses will be assessed activity fees by the Society of Graduate and Professional Students. Opting out on payment of these fees is the responsibility of the employee. These fees are not covered under this policy.

Other

All admission and registration requirements are the same as those for regular students. In addition, staff are subject to the same academic and fee assessment criteria as outlined in the Faculty calendars.

Questions regarding the Educational Development Fund should be directed to the Human Resources Department.

Professional Development Fund

Eligibility

All eligible Queen's University employees, as previously defined under the "Educational Development Fund" are entitled to reimbursement of their tuition fees (to a maximum of four hundred (\$400.00) dollars per year) for job-related courses taken at other recognized educational institutions.

Conference, seminar, or workshop registration fees are not eligible for reimbursement through the Professional Development Fund. Departments sending their employees to such programs may pay these fees from their departmental budgets.

Access

Eligible employees will be reimbursed external tuition fees to a maximum of four hundred (\$400.00) dollars per year (a year being September to September) upon successful completion of a job-related course. Any additional fees will be the responsibility of the individual employee.

Release time from work to attend classes requires the written approval of the department head. Normally, this approval will only be granted for a course which is directly related to the employee's present job and which is not offered at any other time.

Reimbursement

To receive reimbursement, eligible employees will advise the Learning and Development Specialist of their course selections, and submit copies of their registration forms accompanied by original receipts by the following deadlines:

- Fall term courses - September 30th
- Winter term courses - January 31st
- Spring term courses - May 31st

The Learning and Development Specialist will determine if a course is job related and, therefore, eligible for reimbursement. This will normally occur at the time of course registration.

Auditing, material, student interest, and other ancillary fees are not eligible for reimbursement and are the responsibility of the employee.

Upon successful completion of a course, a copy of a transcript or other official document will be forwarded to the Learning and Development Specialist to obtain reimbursement of the tuition fees.

APPENDIX “E”**TUITION SUPPORT PROGRAM**

Effective one month following the date of ratification, the nominal value of the fund established for this plan shall be six thousand (\$6,000.00) dollars.

Eligibility

A spouse/partner and any dependent children (under the age of 25 years) of an employee as defined in item 1 below, is eligible for tuition support payments through this plan.

1. An eligible employee is defined as a regular full-time, regular part-time or temporary employee who works 40% or more of a full-time equivalent position, who has been continuously employed for at least one year or is on a leave in accordance with Article 12.08 or 12.09 (Pregnancy Leave or Parental Leave) or Long Term Disability or WSIB. An eligible employee must also be on the payroll at the time payments are made through this plan.

Plan

The maximum allowance under this plan is three thousand (\$3,000.00) dollars per academic year, per employee. Employees who work less than full-time, will have their allowance pro-rated to reflect the same percentage as time worked (e.g. 80% time appointment, 80% of three thousand (\$3,000.00) dollars).

If an employee as defined in item 1 above, dies while in service to the University, their spouse is eligible for this benefit for the first five (5) years following the death of the member and their dependent children are eligible as defined below.

The support allowance can be applied to full-time or part-time undergraduate, graduate, and professional programs offered for credit at Queen's University or any other recognized university or college (as defined below).

If a student has full-time student status the benefit will not be prorated based on course load. In the case of students in a part-time program, the payment will be pro-rated to the number of courses required for the full-time programs at that institution.

To be eligible, the student must meet the admission requirements of the program and maintain academic standing at the institution that they are registered.

Reimbursement

Allowances will be made in two installments. An initial installment will be made upon confirmation of registration for the fall term and once the balance of the fund has been calculated and prorated based on eligible claims if applicable. This sum shall not exceed two thousand (\$2,000.00) dollars per student.

A second and final installment will be made upon confirmation of registration for the winter term and once the balance of the fund has been calculated and prorated based on eligible claims-if applicable. This sum shall not exceed one thousand (\$1,000.00) dollars per student. Students will be required to provide proof of continuing academic standing at their institution for all academic terms.

Students who are attending an institution where the first term begins during Queen's winter term will receive the calculated amount for the first installment (to a maximum of two thousand (\$2,000.00) dollars) for this term. The amount paid for the second term would be the amount calculated for the Queen's winter term (up to a maximum of one thousand (\$1,000.00) dollars), to be paid during the next Queen's fall term. These applications should be submitted manually by contacting Human Resources directly.

Claimants will provide any and all documentation as required to administer this plan.

There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this plan or under a separate plan, only one claim per dependent child will be reimbursed by the University.

All documentation must be received by the Office of the University Registrar by November 30 for the fall term and by March 31 for the winter term.

This is a taxable benefit.

Human Resources will provide a preliminary summary report to the ONA bargaining unit President, detailing the names of the applicants, the amounts approved, and in the case of a rejected application, the basis upon which the application was denied.

The nominal value of the fund established for this plan is six thousand (\$6,000.00) dollars. In the event that the value of the eligible claims is less than the total amount available the unused amount may be transferred to the Child Care Benefit Plan upon request by the QFHT ONA President or designate no later than April 15th. Any unused amount shall not be carried forward and shall not be added to the nominal value of the fund for the following academic year.

Should the total value of the eligible claims exceed the nominal value of the fund, the fund will be reviewed and will be distributed proportionately based on the eligible claims.

Definitions:

Dependent children: natural, step, common law, adopted children or wards under the age of 25 prior to September 1st in the year of application will be eligible to apply for fall and winter reimbursement.

Spouse/partner: a legal spouse, or common law spouse or partner.

Fall term: this period covers September through December; courses taken during this period shall not exceed the maximum allowance of two thousand (\$2,000.00) dollars per student.

Winter term: this period covers January through April; courses taken during this period shall not exceed the maximum allowance of one thousand (\$1,000.00) dollars per student.

Full-time Student Status: full-time status as defined by the attending institution.

Maximum Allowance: The maximum allowance is three thousand (\$3,000.00) dollars per academic year per employee. If an employee submits multiple applications, the maximum allowance for the employee is three thousand (\$3000.00) dollars per employee per academic year.

Prorated Allowance (course load): Is payment made for students in a part-time program; percentage of course load is determined by the attending institution. (e.g. 80% course load = 80% of allowance).

Prorated Allowance (employees who work less than full-time): Payment is prorated to reflect the same percentage as time worked. (e.g. 80% time appointment = 80% of allowance).

Recognized university or college is an institution that: In Canada is a member of, or eligible for membership in, Universities Canada (formerly AUCC) or Colleges and Institutes Canada (formerly ACCC), and in the United States conforms to the various general guidelines of accreditation used by American universities and colleges and outside Canada and the United States the recognized accrediting body, if any, where i) students undertake study outside Canada and the United States where no recognized accrediting bodies exist, or ii) where students undertake study in discernibly high quality non-university or college based programs, students will apply on a case by case basis to the office of the University Registrar.

APPENDIX “F”

CHILD CARE BENEFIT PLAN

Effective one month following the date of ratification, the nominal value of the fund established for this plan shall be six thousand (\$6,000.00) dollars.

An employee as defined in Item 1 below, who has dependent children under the age of seven (7), is eligible for reimbursement under the child care benefit plan.

1. An eligible employee is defined as a regular full-time, regular part-time or temporary employee who works 40% or more of a full-time equivalent position, who has been continuously employed for at least one year, or is on a leave in accordance with Article 12.08 or 12.09 (Pregnancy Leave or Parental Leave) or Long Term Disability or WSIB. An eligible employee must also be on the payroll at the time payments are made through this plan.

Plan:

- Reimbursements are limited to 50% of the rate paid. Employees are required to submit proof of payment for the benefit year. Applications are submitted between January 1 and March 31 following the year the expenses were incurred. All documentation must be received in Human Resources by March 31.
- The maximum half-day reimbursement will be fifteen (\$15.00) dollars per day. A half-day is defined as a minimum of four (4) hours and less than six (6) hours or where the parent is being charged a half-day rate by the child care facility.
- The maximum full-day reimbursement will be thirty (\$30.00) dollars per day. A full day rate is defined as a minimum of six (6) hours or where the parent is being charged a full-day rate by the child care facility.
- If a monthly rate was paid, maximum reimbursement for half day attendance will be three hundred and thirty (\$330.00) dollars or full day attendance will be six hundred and sixty (\$660.00) dollars.
- Reimbursement will be made only for the child care expense payments that meet the Canada Revenue Agency definitions for the Child Care Expenses Deduction.
- Reimbursement will only be made if the child care costs are incurred at the usual facility attended by the child. Reimbursement will not be provided for casual care.
- If an employee as defined in Item 1 dies while in service to the University their child or children are eligible for coverage under this plan. The payment under this plan will be made to the surviving parent or legal guardian of the child or children for the period the child or children meet the requirements outlined in this plan.
- There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this plan or under a separate plan, only one claim per family will be reimbursed by the University.
- The plan maximum of three thousand (\$3,000.00) dollars per employee will be provided only once per calendar year. If an employee submits multiple applications, the maximum allowance for the employee is three thousand (\$3,000.00) dollars per employee per calendar year. Any amount payable under this plan will also be pro-rated based on the employee's appointment if it is less than full-time (e.g. 80% time appointment, 80% of three thousand (\$3,000.00) dollars). There is no carry-over provision if the three thousand (\$3,000.00) dollars is not used per year.

- Human Resources will provide a preliminary summary report to the ONA bargaining unit President, detailing the names of the applicants, the amounts approved, and in the case of a rejected application, the basis upon which the application was denied.
- Eligible dependent children are natural, step, common-law, adopted children or wards under the age of seven (7).
- This is a taxable benefit.
- This plan does not cover School Age programs provided by childcare facilities.
- The nominal value of the fund established for this plan is six thousand (\$6,000.00) dollars. In the event that the value of the eligible claims is less than the total amount available then the unused amount may be transferred to the Tuition Support Plan upon request by the QFHT ONA President or designate, no later than April 15th. Any unused amount shall not be carried forward and shall not be added to the nominal value of the fund for the following calendar year.
- Should the total value of the eligible claims exceed the nominal value of the fund, the fund will be reviewed and will be distributed proportionately based on the eligible claims.

LETTER OF UNDERSTANDING**Between:**

QUEEN'S FAMILY HEALTH TEAM AT QUEEN'S UNIVERSITY
 (herein referred to as the "University")

And:

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

Re: EI Premium Reduction

This letter confirms the agreement between the University and the Union that the 5/12 employee portion of the University's EI premium reductions will be used by the University to support the following employee benefit plans, as set out in the collective agreement between ONA and the University:

- Short-Term Sick Leave
- Income top-up for pregnancy and parental leave; and
- Child-care Support

FOR THE UNIVERSITY

FOR THE UNION

Labour Relations Officer

LETTER OF UNDERSTANDING**Between:**

QUEEN'S FAMILY HEALTH TEAM AT QUEEN'S UNIVERSITY
 (herein referred to as the "University")

And:

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

Re: Establishment of Salary for New Hires

This will confirm that the University will continue its practice of assessing all relevant information pertaining to a prospective employee's credentials and work experience prior to determining starting salary.

Dated at _____, Ontario, this _____ day of _____, 2020.

FOR THE UNIVERSITY**FOR THE UNION**

Labour Relations Officer

LETTER OF UNDERSTANDING

Between:

QUEEN'S FAMILY HEALTH TEAM AT QUEEN'S UNIVERSITY
(herein referred to as the "University")

And:

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

Re: Employee Group Benefit Plan

WHEREAS during the term of the Collective Agreement expiring on March 31, 2018, the Parties completed a review of the current Employee Group Benefit Plan (the "Plan") for the purpose of improving the benefit package available to ONA Local 67 bargaining unit members with a view to maximizing value without adding expense to the Plan as measured by the associated premiums that are University-paid, University/Member-paid, and/or Member-paid;

AND WHEREAS the Parties have agreed to the following Proposed Plan Design Details ("Proposed Plan"):

Benefit*:	Current Plan Design Details:	Proposed Plan:
Prescription drugs	No pay-direct drug card	Introduce pay-direct drug card
	\$25 annual deductible	No change
	No generic substitution	Introduce generic substitution
	No dispensing fee maximum	Introduce dispensing fee maximum of \$10 per prescription
Paramedical (chiropractor, podiatrist, osteopath, chiropodist, naturopath)	50% reimbursement up to \$300 per year per practitioner	No change
Paramedical (physiotherapist)	100% reimbursement up to \$55/initial visit and \$35/subsequent visits; no annual maximum	80% reimbursement up to \$500 per year; no per-visit maximum
Registered psychologist	No coverage	Introduce 100% reimbursement up to \$1,000 per year
Speech therapy	100% reimbursement up to \$1,000 per calendar year.	No change
Vision (eye examinations)	Up to \$75 every 24 months for QUFA/\$65 every 24 months for all other employee groups	Increase reimbursement to \$100 every 24 months
Vision (glasses, contact lenses, laser eye surgery)	\$250 every 24 months	Increase reimbursement to \$300 every 24 months

Long-Term Disability	COLA provision up to a maximum of 5% per year (based on CPI)	COLA provision up to a maximum of 3% per year (based on CPI)
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*All benefit coverage amounts not listed above (e.g. semi-private hospitalization, dental, basic life insurance) remain unchanged.

NOW THEREFORE the Parties agree as follows:

1. The University may introduce additional, optional Employee-paid benefits;
2. The University shall conduct a Request for Proposal ("RFP") with regard to the above Proposed Plan, and such RFP process shall be conducted in accordance with, and be governed by, the policies and procedures set out in the Queen's Procurement Policy and the Broader Public Sector Procurement Directive;
3. Implementation of the Proposed Plan requires ratification of the Proposed Plan by the University following the completion of the RFP process;
4. The University will maintain sole discretion and final responsibility with regard to:
 - (a) The selection of a preferred vendor(s) following the RFP process referenced in paragraph 2 above;
 - (b) The negotiations of a contract(s) with the vendor(s);
5. Any changes to the language in Articles 17.01 – 17.03 inclusive resulting from the implementation of the Proposed Plan will be considered housekeeping matters.

Dated at _____, Ontario, this _____ day of _____, 2020.

FOR THE UNIVERSITY

FOR THE UNION

 Labour Relations Officer

MEMORANDUM OF AGREEMENT WITH RESPECT TO PENSIONS ("PENSION MOA")

Between:

ONTARIO NURSES' ASSOCIATION ("the Union")

- and -

QUEEN'S FAMILY HEALTH TEAM AT QUEEN'S UNIVERSITY ("the University")

WHEREAS the Union and the University (the "Parties") have engaged in collective bargaining and have reached a tentative agreement regarding a Renewed Collective Agreement recorded in a memorandum of agreement of today's date (the "RENEWAL AGREEMENT MOA") and on all pension issues, including those related to the proposed conversion and transfer of assets from The Revised Pension Plan of Queen's University ("QPP") to a new sector-wide jointly sponsored pension plan, the University Pension Plan ("UPP") which is recorded in this PENSION MOA;

AND WHEREAS, following successful ratification by the Parties of both the RENEWAL AGREEMENT MOA and the PENSION MOA, the PENSION MOA shall be appended to and form part of the current Collective Agreement between the Parties and any renewal collective agreement that comes into effect before the UPP Accrual Date (defined below);

AND WHEREAS, the University has confirmed its intention to provide retirees with a prescription drug card on terms and conditions to be determined by the University, and subject to pre-conditions resulting in the successful conversion and transfer of assets from the QPP to the UPP and the successful completion of the active employee benefits RFP UNDERTAKEN PURSUANT TO THE PROPOSED Letter of Understanding: Employee Group Benefit Plan contained in the RENEWAL AGREEMENT MOA; and,

NOW, THEREFORE, the Parties agree as follows:

1. This PENSION MOA constitutes the entire agreement of the Parties with respect to pension matters, including the proposed conversion and transfer of assets from the QPP to the UPP.
2. The Union agrees to consent on behalf of all employees in the bargaining unit participating in or eligible to participate in the QPP and covered by the current Collective Agreement and any Renewal Collective Agreement to the conversion of the QPP to the UPP under section 80.4 of the *Pension Benefits Act*, including the transfer of the QPP's assets and liabilities to the UPP.
3. The Union agrees to support the University's application, when made, for the Superintendent of Financial Services' approval of the conversion and asset transfer from the QPP to the UPP.
4. Effective January 1, 2020, or, if later, the effective date of the UPP, Union-represented employees who are active members of QPP on that date shall become members of the UPP ("Contingent UPP Members"), provided that they shall not accrue any service under the UPP until the later of the date that the Superintendent of Financial Services (or their successor) approves a transfer of the assets from the QPP to the UPP and July 1, 2021 (or such other date as may be agreed by the parties) (the "UPP Accrual Date").

5. Union-represented employees who become members of the QPP on or after January 1, 2020 but before the UPP Accrual Date, will be enrolled in the UPP according to the UPP eligibility provisions and, upon enrolment, will become Contingent UPP Members.
6. Effective on the UPP Accrual Date, the Contingent UPP Members shall commence accruing pensionable service under and making contributions to the UPP in accordance with the terms of the UPP and shall no longer accrue pensionable service under, make contributions to, or have any entitlements or rights under the QPP and the QPP shall, as of the UPP Accrual Date, cease to exist as a separate pension plan.
7. Employees who are not members of the QPP as of the UPP Accrual Date will join or be eligible to join the UPP, as applicable, in accordance with its terms.
8. The terms of the UPP will be consistent with those terms set out in the Milestones Agreement amended as of October 18, 2018, and as the same may be amended from time to time in writing, and such other terms as are otherwise provided under the definitive documentation establishing the UPP, including but not limited to the elimination of the ability to commence a pension under Section 5.02(2) of the QPP for members who had not attained their Normal Retirement Date by the UPP Accrual Date.

Conditional Terms of Employment Effective on UPP Accrual Date

9. Provided the conditions in paragraphs 2, 3 and 11 have been satisfied and the QPP has been successfully converted to the UPP:

a. Member/Employer Contributions under the UPP

Effective on the UPP Accrual Date, the UPP total contributions will be shared equally between the members and the employer (50/50), and subject to change thereafter as determined by the Sponsors of the UPP, including any funding policy developed by the Sponsors. It is anticipated that the contribution rate for the members and the employer on the UPP Accrual Date will each be 9.2% on pensionable earnings below the YMPE and 11.5% on pensionable earnings above the YMPE.

b. One Time Salary Increase

Effective on the UPP Accrual Date and upon the implementation of the contributions to the UPP described in paragraph a. above, a 1.5% special one-time salary adjustment to base earnings will be implemented.

c. Unreduced Early Retirement for Minimum Guarantee Benefit

Effective on the UPP Accrual Date for retirements occurring on and after the UPP Accrual Date, the QPP legacy provisions under the UPP shall be amended to provide for unreduced early retirement applicable to the Minimum Guarantee Benefit under the QPP earned prior to the UPP Accrual Date if a QPP member has both attained age 60 and has at least 80 age plus continuous service points on their retirement under the UPP.

d. Amendments to Renewal Collective Agreement

On or before the UPP Accrual Date, and effective on the UPP Accrual Date, the Renewal Collective Agreement and any further renewal collective agreement between the Parties in effect on the UPP Accrual Date, will be deemed for all purposes to be amended in a manner and to the extent necessary to reflect all of the terms and conditions of this PENSION MOA, including, without limiting the generality of the foregoing:

- i. Deletion of references to the QPP in the Renewal Collective Agreement as set out in Schedule "A";
- ii. The incorporation of "no grievance and arbitration provisions" respecting pension matters — i.e. any and all issues related to the UPP shall not constitute a "difference" between the parties for the purposes of the *Ontario Labour Relations Act* or any collective agreement between the Parties in effect on and after the UPP Accrual Date and must be addressed under the provisions of the UPP and whatever mechanism the Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the Parties that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and
- iii. Acknowledgement that the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.

General Provisions

10. This PENSION MOA is expressly conditional on the contemporaneous execution, by the Parties, of the RENEWAL AGREEMENT MOA. If this condition is satisfied the PENSION MOA and RENEWAL AGREEMENT MOA are capable of being ratified by the Parties.
11. As soon as practicable following execution of the RENEWAL AGREEMENT MOA and the PENSION MOA, the Negotiating Committees of the Parties shall present both MOAs to their respective principals and will recommend unanimously the ratification of both memorandums of agreement.
12. Ratification by the University and the ratification vote by Union's membership of both the RENEWAL AGREEMENT MOA and the PENSION MOA shall occur as soon as practicable with the results of the Union membership ratification vote to be tabulated not later than June 13, 2019.
13. Upon the successful ratification of the RENEWAL AGREEMENT MOA and this PENSION MOA, this PENSION MOA will be effective in accordance with its terms and otherwise will be null and void and will not be implemented.
14. This PENSION MOA shall be appended to and form part of the Renewal Collective Agreement and any further renewal collective agreement in effect before the UPP Accrual Date and notwithstanding the grievance and arbitration provisions of any

collective agreement, William Kaplan shall be seized as mediator-arbitrator of any issues related to the interpretation, application, administration or alleged violation of this PENSION MOA. If William Kaplan is unable or unwilling to serve as mediator-arbitrator then Eli Gedalof shall be seized as mediator-arbitrator.

15. Unless expressly provided for to the contrary, neither this PENSION MOA, nor any constituent part shall have any retroactive force or effect.
16. This PENSION MOA may be amended by the Parties, prior to ratification, by means of written instrument executed by the Chief Negotiator of both Parties.
17. In the event that there are any errors or omissions in this PENSION MOA, or in any of its constituent parts, the Parties shall make the amendments required to give effect to their negotiated intention. The Parties further agree to make any housekeeping modifications to this PENSION MOA that are required to give effect to their negotiated intention.

SIGNED THIS ____ DAY OF _____, 2020

FOR THE UNIVERSITY

FOR THE UNION

Heather Shields, Chief Spokesperson,
Director and Counsel, Employee and
Labour Relations

Lisa Turner, Chief Negotiator

Lisa Colby, Director, Employee and
Labour Relations

Liz Hughson, President ONA Local 67

Diane Cross, Clinical Operations
Manager, Queen's Family Health
Team

Carrie Bailey, Member, Bargaining
Committee

Francine Janiuk, Nursing Manager

Lorraine Chick, Member, Bargaining
Committee

Josh Graham, Employee and Labour
Relations Analyst

Schedule "A"

Current Collective Agreement Provision	Proposed Treatment
<p>11.10 <u>Layoff – Process and Options</u></p> <p>i) An employee who has been notified of a layoff may:</p> <p>(B) opt to retire if eligible under the terms of the University's pension plan as outlined in Article 18.01</p>	<p>Replace (B):</p> <p>"opt to retire if eligible under the terms of the University Pension Plan".</p>
<p>12.13 <u>Family Medical Leave</u></p> <p>(b) An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating during the leave.</p>	<p>Delete ", including pension,".</p> <p>Treatment of leaves to be set out in UPP plan text.</p>
<p>12.15 <u>Self-Funded Leave Plan</u></p> <p>Regular full-time and regular part-time employees are eligible to access the self-funded leave plan established by the University, subject to the following terms and conditions:</p> <p>...</p> <p>(j) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. If an individual becomes ill, no sick leave will be charged during the duration of the leave - sick leave will commence on the individual's return date. Employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the University's Pension Plan will be in accordance</p>	<p>Replace "University's" with "University" in (j).</p>

Current Collective Agreement Provision	Proposed Treatment
with the Plan. Employees will not be eligible to participate in the disability income plan during the year of leave.	
<p>17.03 <u>Revised Pension Plan of Queen's University (the "Plan")</u></p> <p>(a) The required employee money purchase contribution rates shall be in accordance with the Schedule below: [chart of contributions]</p>	<p>Delete heading, paragraph (a) and chart.</p> <p>Contributions to be set out in the UPP plan text.</p>
<p>17.04 Employees who are on an unpaid leave of absence which extends beyond one month may, subject to the terms of the Plan documents, continue to participate in those Queen's benefit plans in which they were enrolled at the commencement of their leave, provided they assume the full premium cost for such benefits. Participation in the Long Term Disability and Pension Plans will be discontinued during the period of unpaid status.</p>	<p>Delete "Long Term Disability and Pension Plans" and replace with "Long Term Disability Plan"</p> <p>Treatment of leaves to be set out in UPP plan text.</p>