

**COLLECTIVE AGREEMENT**

BETWEEN

**RAPIDS FAMILY HEALTH TEAM**  
(Hereinafter referred to as “the Employer”)

AND

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

Expiry Date: December 31<sup>st</sup>, 2022

**Table of Contents**

ARTICLE 1 - PURPOSE ..... 1

ARTICLE 2 - RECOGNITION AND SCOPE ..... 1

ARTICLE 3 - NO DISCRIMINATION ..... 2

ARTICLE 4 - NO STRIKES OR LOCKOUTS ..... 3

ARTICLE 5 - MANAGEMENT RIGHTS ..... 3

ARTICLE 6 - REPRESENTATION AND UNION SECURITY ..... 4

ARTICLE 7 - RELATIONSHIP AND REPRESENTATION ..... 5

ARTICLE 8 - GRIEVANCE PROCEDURE ..... 7

ARTICLE 9 - ARBITRATION ..... 8

ARTICLE 10 - SENIORITY ..... 9

ARTICLE 11- LAY-OFF AND RECALL ..... 11

ARTICLE 12 - JOB POSTING ..... 12

ARTICLE 13 - LEAVE OF ABSENCE ..... 12

ARTICLE 14 - PAID HOLIDAYS ..... 16

ARTICLE 15 - VACATION ..... 17

ARTICLE 16 - HOURS OF WORK ..... 18

ARTICLE 17 - ORIENTATION ..... 20

ARTICLE 18 - MISCELLANEOUS ..... 20

ARTICLE 19 - TRANSPORTATION ALLOWANCE ..... 21

ARTICLE 20 - WORKPLACE VIOLENCE ..... 21

ARTICLE 21 - SALARY AND CLASSIFICATIONS ..... 22

ARTICLE 22- BENEFITS AND PENSION ..... 23

ARTICLE 23 - DURATION OF AGREEMENT ..... 23

LETTER OF UNDERSTANDING ..... 25

    RE: WAGE REOPENER ..... 25

LETTER OF UNDERSTANDING ..... 26

    RE: CHRISTMAS SHUTDOWN ..... 26

## **ARTICLE 1 - PURPOSE**

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

## **ARTICLE 2 - RECOGNITION AND SCOPE**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all Registered Nurses and Registered Practical Nurses, Registered Nurses and Registered Practical Nurses with a Temporary Certificate of Registration, Nurse Practitioners, Registered Dietitians, Chiropodists, Case Managers, Health Promoters, Laboratory Technicians, Occupational Therapists, Social Workers and Receptionists employed by the Rapids Family Health Team, in the County of Lambton, save and except Pharmacist, Psychologists, Coordinators, Communications Director, Managers, and those above the rank of Manager.
- Clarity Note: One (1) Health Promoter/Communications Director will be excluded from the bargaining unit.
- 2.02 It is agreed that the word "Employee" or "Employees" wherever used in this Agreement shall be deemed to refer only to an Employee or Employees in the Bargaining Unit as hereinbefore defined.
- 2.03 Where the singular or feminine is used in this Agreement, it shall be deemed to include the plural or masculine and vice versa, where the context so requires.
- 2.04 "Registered Nurse" and "Nurse Practitioner" means an Employee who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* and the *Nursing Act*.
- 2.05 A full-time Employee is an Employee who is regularly scheduled to work the normal full-time hours referred to in Article 16.
- 2.06 A regular part-time Employee is an Employee who regularly works less than the normal full-time hours and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time Employees shall be considered casual Employees.

- 2.07 “Casual Employee” means an Employee who is not regularly scheduled to work and who is employed under an arrangement whereby the person may elect to work or not when requested to do so.
- 2.08 Where this Agreement makes reference to “classification(s)”, it shall refer to regular full-time, regular part-time and casual Employees as being three different classifications within the bargaining unit.
- 2.09 The Employer agrees to give representatives of the Ontario Nurses' Association access to the Employer premises for the purpose of attending meetings as herein provided in this Collective Agreement. Such representatives shall have access to the premises only with the written (email) approval of the Employer which will not be unreasonably withheld except where the Bargaining Unit President is subject to discipline, in which case only prior notice is required.
- 2.10 A temporary employee shall be deemed to be an employee hired for a period not to exceed twenty-four 24 consecutive months to replace a full time or part time employee who is on an approved leave. Employees hired under this clause shall be advised in writing at the time of hiring of the temporary status and of the period of employment. Notwithstanding any other term or provision of this Agreement, save and except Article 8.05, her employment shall automatically terminate at the end of the specified period.
- If during the temporary period of employment, the employee obtains a position as a regular full time or part time employee her seniority will be recognized from date of last hire.

### **ARTICLE 3 - No Discrimination**

- 3.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives or members with respect to any Employee because of her membership or non-membership in the Association, activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement.
- 3.02 It is agreed that there will be no discrimination by either party or by any of the Employees covered by this agreement on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability as provided for under the Ontario *Human Rights Code*.
- 3.03 Harassment and Discrimination
- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability". ref: *Ontario Human Rights Code, Sec. 5 (2)*

- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee". ref: Ontario Human Rights Code, Sec. 7 (2)

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

- (c) "Every person has a right to be free from:
- i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
  - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person". ref *Ontario Human Rights Code*, Sec. 7 (3).

3.04 Any employee who may have a harassment or discrimination complaint shall follow the complaints process as set out in the employer's harassment policies and process. Where an Employee requests the assistance and support of the union in dealing with harassment or discrimination issues, such representation will be allowed.

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

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

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

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 The Union acknowledges and recognizes that all matters concerning the management of the Employer's operations and the direction of the workforce are fixed exclusively and shall remain fully with the Employer except as specifically limited by an express provision in this Agreement. The Employer agrees that it will exercise its rights in a fair and reasonable manner. Without restricting or limiting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;

- (b) hire, classify, transfer, assign, lay-off, recall, promote, increase or decrease work assignments and determine standards of performance and work assignments;
- (c) discharge, suspend, demote or otherwise discipline Employees subject to Article 8;
- (d) establish, enforce, and alter from time to time, reasonable rules and regulations governing the conduct of the Employees and to be observed by the Employees which are not inconsistent with the provisions of this Agreement. The Employer agrees to provide the Local Union President with a copy of any new or altered rules or regulations;
- (e) introduce new and improved facilities and methods to improve the efficiency of the Employer's operations;
- (f) manage and operate the Family Health Team, and without restricting the foregoing to determine the kinds and locations of equipment, machines and resources to be used, the allocation and number of employees required by the Employer from time to time, and to operate the Family Health Team and premises of the Employer in a manner consistent with the complete and efficient operation of the Family Health Team, and
- (g) generally to manage the services in which the Employer is engaged or may become engaged and without in any way restricting the generality of the foregoing to determine the types of services to be provided.

5.02 The employer agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

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

6.01 The Employer will deduct from each Employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union.

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

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

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

6.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified. In the case of any local dues levies, notification

will be made by the local treasurer and such notification shall be the Employer's conclusive authority to make the deduction specified.

6.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

6.05 The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of Employees from whom deductions were made. In remitting such dues, the Employer shall provide a list of Employees from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their social insurance numbers. A copy of this list will be sent to the Bargaining Unit President. The Employer may provide the information currently provided, in an electronic format.

NOTE: The Employer will provide each Employee with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Employer's payroll system.

6.06 The Employer agrees to provide the Bargaining Unit President, or designate, with up to fifteen (15) minutes to meet with each new bargaining unit employee during the new Bargaining Unit employee's orientation session. Where the Bargaining Unit President, or designate, is not working at the same work location where the new Bargaining Unit Employee's orientation is occurring, they shall designate an alternate Bargaining Unit Representative at the work location where the orientation is occurring to conduct this meeting.

## **ARTICLE 7 - RELATIONSHIP AND REPRESENTATION**

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

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

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

(b) The Employer agrees to recognize one (1) employee selected by the Union as Grievance Chair and one (1) employee to act as additional Union Representative for the purposes of grievances and investigations.

(c) The Employer agrees to recognize one (1) employee selected by the Union as Site Representative for the Rapids Family Health Team Access to Care Site.

(d) The Employer agrees to recognize the Bargaining Unit President or a designate for the purpose of representing Employees and dealing with Union business as provided under this Collective Agreement.

- (e) The Union may appoint or elect a Negotiation Committee not to exceed three (3) Employees, one of whom shall be the Bargaining Unit President, from the Bargaining Unit for the purpose of negotiating amendments to the Collective Agreement. During bargaining the Employer shall maintain the normal earning of all the employees of the Employer on the Union's bargaining committee through to the completion of bargaining up to and including conciliation. The Employer will pay for one day of wages for the negotiation committee during the negotiation of the renewal of the collective agreement. The remaining days, the Employer will send an invoice to the Union for payment to the Employer of all earnings.

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

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

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

7.06 Occupational Health & Safety

- (a) 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 Employer, the Union and the Employees fully endorse the responsibilities under the *Occupational Health and Safety Act*.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, a maximum of (2) representatives selected or appointed by the Union from amongst Bargaining Unit Employees.

7.07 Labour Management Committee

- (a) There shall be a Labour-Management Committee comprised of two (2) representatives of the Union designated by the Union and two (2) representatives of the Employer including the Executive Director and the Bargaining Unit President.



- (b) The Committee shall meet as mutually agreed, to discuss issues of mutual concern including concerns related to workload and concerns not covered by the grievance procedure. The duties of chair and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members. The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

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

Such complaint shall be discussed with her or his immediate supervisor or delegate as soon as reasonably possible. If there is no settlement through discussion it shall then be taken up as a grievance in the following manner and sequence:

### Step One

If the Union considers the complaint of the employee justified to be a grievance it shall file a grievance within 5 days of giving rise to the occurrence to the Director or designate. The Bargaining Unit President and the Employee(s) concerned, shall meet as promptly as possible with the Director or their designate and such other persons as the Director or designate may desire, to consider the grievance. The Director or designate shall render, in writing to the Union, the decision of the Employer with regard to the grievance within ten (10) days following the meeting. If the decision is not satisfactory to the Union, the grievance shall be presented at Step Two as follows:

### Step Two

Within seven 7 days after the decision is given under Step One, the Union must submit the grievance, in writing, providing all details to the Executive Director or designate. Bargaining Unit President, the Employee(s) concerned and a representative of the Union, shall meet as promptly as possible, but within fourteen (14) days with the Executive Director or designate to consider the grievance. The

Employer will within ten (10) days following the meeting, provide a written response to the Union.

If the Union is not satisfied with the response of the Employer, it shall within twenty (20) days following receipt of the Employer's response notify the Employer in writing should it want to submit the grievance to arbitration.

- 8.05 A claim by an Employee who has completed her or his probationary period that she or he has been unjustly discharged shall begin the grievance procedure at Step 2.
- 8.06 Where a dispute involving a question of the application or interpretation of this Collective Agreement occurs, a grievance may be submitted in writing to the Executive Director or their designate by a representative of the Union or vice versa. The parties shall meet within ten (10) days to consider the grievance and failing settlement of the grievance either party may submit it to arbitration within twenty (20) days following the meeting.
- 8.07 The termination of a probationary employee shall not be subject to a grievance provided the termination is not arbitrary, discriminatory or for exercising their rights under the collective agreement.
- 8.08 The Union and Employer agree that the time limits mentioned in the grievance procedure shall only be extended by written agreement between the parties.
- 8.09 Any reference to days in this Article shall exclude Saturdays, Sundays and Statutory Holidays.

## **ARTICLE 9 - ARBITRATION**

- 9.01 If either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party to the Collective Agreement indicating the name of its nominee to the Arbitration Board. Within five (5) days thereafter the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. Such notices shall be sent to the Executive Director in the case of the Employer and to the Bargaining Unit President with a copy to the ONA National Representative.
- 9.02 A single arbitrator process will be used unless the parties mutually agree to proceed with a Board of Arbitration as outlined in this Article. In such event, the parties will provide each other with proposed arbitrators within the time limit set out in Article 9.01 above.
- 9.03 If the recipient of the notice fails to nominate an Arbitrator, or if the two (2) nominees fail to agree upon a chairperson within seven (7) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.
- 9.04 The procedures of the Board of Arbitration shall be as determined by the *Ontario Labour Relations Act*.

- 9.05 Each party shall pay the expenses of the Board as follows:
- 1) The fees and expenses of the arbitrator it appoints.
  - 2) One half the fees and expenses of the Chairperson.
- 9.06 The Union and Employer agree that the time limits mentioned in the arbitration procedure shall only be extended by written agreement between the parties.
- 9.07 The Arbitrator shall not have the jurisdiction to alter or change any provision of this Agreement, or substitute any new provision in lieu thereof.

## **ARTICLE 10 - SENIORITY**

### 10.01 Probationary Period

Full-time, regular part-time and casual employees shall be considered to be on probation for a period of five hundred and fifty (550) hours worked from date of last hire. If retained after the probationary period, the full-time Employee shall be credited with seniority from date of last hire and the regular part-time and casual Employee shall be credited with seniority for the five hundred and fifty (550) hours worked.

An Employee who transfers from casual or regular part-time to full-time status or vice versa, shall not be required to serve a probationary period where such Employee has previously completed.

The Employer may extend the probationary period of an Employee. It will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional four hundred fifty (450) hours worked and, where requested and agreed to by the Union, the Employer will advise the Employee and the Union of the basis of such extension with recommendations for the Employee's professional development.

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

### 10.03 Seniority Lists

- (a) A seniority list shall be established for all full-time Employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary Employees shall be included in the seniority list. Seniority on such lists will be expressed in terms of a date. It is understood that nineteen hundred fifty (1950) paid hours equals one year.
- (b) A seniority list shall be established for all regular part-time Employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular part-time probationary Employees shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.

- (c) A seniority list shall be established for all casual Employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all casual probationary Employees shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked
- (d) An Employee's full seniority and service shall be retained by the Employee in the event that the Employee is transferred from full-time to part-time or in the event the Employee is transferred from casual to regular part-time or vice-versa. An Employee whose status is changed from full-time to part-time shall receive credit for her or his full seniority and service on the basis of fifteen hundred (1500) working hours for each year of full-time seniority or service. An Employee whose status is changed from part-time to full-time shall receive credit for her or his full seniority and service on the basis of one year of seniority or service for each fifteen hundred (1500) working hours. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer. For the purpose of job posting competitions only, full-time or part-time seniority, once converted to a date, shall not precede the Employee's date of hire.
- (e) Seniority lists shall be prepared twice annually according to the records of the Employer as of June 30<sup>th</sup> and December 31<sup>st</sup>. The seniority list shall be posted on a bulletin board provided by the Employer once prepared. Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) calendar days from the date of posting. The Employer will send a copy of the seniority list to the Bargaining Unit President once it is posted.

## 10.04

**Deemed Termination – Loss of Seniority**

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

- (a) leaves of her or his own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for eighteen (18) calendar months;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate patient care, unless a satisfactory reason is given to the Employer;
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a satisfactory reason to the Employer;
- (f) fails to return to work upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;

- (g) fails upon being notified of a recall to signify her or his intention to return within fifteen (15) calendar days after she or he has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within thirty (30) calendar days after she or he has received the notice of recall or such further period of time as may be agreed upon by the parties.

10.05 Despite anything above, it is agreed that for the purposes of training, experimentation, absenteeism or in emergencies when regular employees are not available, employees not covered by the terms of this agreement may perform the duties normally performed under this agreement.

10.06 Seniority shall accrue for full time employee if an Employee's absence is due to disability resulting in W.S.I.B. benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.

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

#### **ARTICLE 11- LAY-OFF AND RECALL**

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

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

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

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

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

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

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

## **Article 12 - JOB POSTING**

- 12.01 (a) If the Employer determines that a vacancy occurs inside the Bargaining Unit, the Employer will notify the Employees by posting a notice on the bulletin board internally for seven (7) calendar days and also send notice to the Union. If the Employer does not intend to fill a vacancy, it shall advise the Union of its decision.
- (b) In evaluating applicants for a vacancy, the Employer shall consider skill, ability, and qualifications. Where, in the judgement of the Employer, the skill, ability and qualifications are equal, the most senior candidate shall be awarded the position. The Employer agrees not to act in an arbitrary, discriminatory or in bad faith when determining the skill, ability and qualifications.
- (c) An Employee selected as a result of a posted vacancy need not be considered for a further permanent vacancy for a period of twelve (12) months from the date of her/his selection unless such vacancy would result in a change of classification or higher rate of classification.
- (d) Copies of all job postings will be provided to the Bargaining Unit President at the time of posting.

### 12.02 Notification to Unsuccessful Job Applicants

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

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

## **ARTICLE 13 - LEAVE OF ABSENCE**

### 13.01 Pregnancy and Parental Leave

Pregnancy leave and parental leave without pay will be in accordance with the provisions of the *Employment Standards Act, 2000*.

In addition to the provisions of the ESA outlined above, employees eligible for EI benefits for pregnancy leave will be provided 100% of salary for a period of two (2) weeks, if serving a two-week waiting period before EI benefits commence. RFHT

will not be providing additional "Top Up" benefits.

While on leave should the employee elect to continue to participate in the benefit and pension program, the Employer and Employee will continue to pay their respective shares of the benefit and pension premiums.

While on pregnancy leave and parental leave seniority and service will accrue.

Upon returning from pregnancy leave the employee must provide the Employer with 4 weeks' notice of their return to work date.

#### 13.02 Personal Leave of Absence

- (a) Upon application by a regular full-time Employee or regular part-time Employee, the Employer may, in its sole discretion, grant an unpaid leave of absence. The Employer shall not be required to consider any requests under this article which have not been made with at least two (2) weeks' notice. Where the Employer grants any such request that is one (1) month or longer, the Employee shall be responsible for pre-paying, monthly in advance, the full cost of their benefit participation under Articles 18 & 19 should she or he wish to continue her or his participation during the leave. In cases of emergency which require a request period of less than noted above, consideration will be given. Such requests shall not be unreasonably denied.
- (b) An Employee who is on a Personal Leave of Absence shall not continue to accumulate service, if the Personal Leave of Absence exceeds thirty (30) days.
- (c) Full-time Employees shall be granted up to forty-five (45) hours on a prorated basis annually of time off with pay for personal reasons. These hours shall be taken at a minimum of one hour blocks, but can also be taken in half day or day blocks. These hours shall be used in the calendar year and the Employee shall provide forty-eight (48) hours' notice to the Employer. Such time off will be pro-rated for regular part-time based on hours worked in the previous twenty-six (26) weeks.

#### 13.03 Professional Development

A leave of absence without pay, for the purpose of furthering professional career development, may be granted on a written application to the Executive Director or designate, at least eight (8) weeks in advance, by the regular full-time Employee or regular part-time Employee. Such consideration shall not be arbitrary.

- 13.04 The Employer will endeavour to schedule mandatory in-service programs during an Employee's regular working hours. When an Employee is authorized to attend any in-service program during her or his regularly scheduled working hours such Employee shall suffer no loss of regular pay.

Where the Employer requires e-learning, it will make reasonable efforts to enable e-learning requirements during an Employee's regular working hours.

13.05 Jury Duty, Court Attendance, Coroner's Inquest, Tribunal Hearings

- (a) An Employee served with a jury notice or with a subpoena requiring attendance at a court or tribunal shall, within three (3) business days from receiving notice, notify the Office Manager and/or the Executive Director.
- (b) An Employee required to serve on jury duty, jury selection or spend time attending a tribunal under subpoena or for a case in which the Crown is a party or as a witness at an inquest, or the College of the Employee or as a witness in a case arising out of her or his employment, or as a witness at a hearing of a Regulatory College of Ontario shall be granted one (1) day of pay and any additional days as unpaid leave.
- (c) Where the Employer requires an Employee to attend any meetings with the Employer in preparation for a case, the Employer will endeavour to schedule such meetings during the Employee's regularly scheduled hours of work. If the Employee is required to attend such meetings outside of her or his regularly scheduled hours, the Employee shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay.

13.06 Union Leave of Absence

Leave of absence without pay shall be granted to Employees selected by the Union to attend Union conventions or conferences, or Union business, provided that the leave does not unduly interfere with the operations of the Employer. Unless otherwise approved, there shall not be more than one (1) employee off at any one time. Such request is to be made, in writing by the Union, fourteen (14) calendar days in advance, where practicable. Such leave will not be unreasonably denied. During such leave of absence, an Employee's wages and applicable benefits or percentage in lieu of benefits if eligible shall be maintained by the Employer and the local Union agrees to reimburse the Employer of all such costs.

13.07 Bereavement Leave

- (a) A bereavement leave of absence of five (5) consecutive days, will be granted to a full time Employee upon a death in her immediate family. Where any such day occurs on a regularly scheduled working day for the Employee, she shall be paid on the basis of the scheduled number of hours (excluding overtime) which she would have worked at her basic rate of pay. "Immediate Family" includes parent, (to include step-parent), spouse brother, sister, child, step-child.
- (b) A bereavement leave of absence of three (3) consecutive days will be granted to a full time Employee upon the death in her extended family. Where any such day occurs on a regularly scheduled working day for the Employee, she shall be paid on the basis of the scheduled number of hours (excluding overtime) which she would have worked at her basic rate of pay. Extended family includes parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents and Employee neice, nephew, spousal grandparent, aunt or uncle.
- (c) If the Employee requires additional time to bereave they may use vacation or unpaid time.



- (d) Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, in order to accommodate religious and cultural diversity.
- (e) It is understood that bereavement leave for part-time and casual Employees will be pursuant to the *Employment Standards Act, 2000*, however these Employees will be credited with seniority and service for all such leave.

#### 13.08 Family Medical Leave

A request for Family Medical Leave will be granted in accordance with the *Employment Standards Act, 2000*, for up to eight (8) weeks within a twenty-six (26) week period.

While on leave the Employer and Employee will continue to pay their respective shares of the benefit and pension premiums in which the Employee is participating during the leave.

While on family medical leave seniority and service will accrue.

#### 13.09 Military Leave

An employee will be granted unpaid leave without loss of service or seniority in order to meet any obligations pertaining to the Canadian Military Reserve. The Employee will give as much notice as reasonably possible.

While on leave the Employer and Employee will continue to pay their respective shares of the benefit and pension premiums in which the Employee is participating during the leave.

#### 13.10 Family Caregiver Leave

A request for Family Caregiver Leave will be granted in accordance with the *Employment Standards Act, 2000*, for up to eight (8) weeks within a twenty-six (26) week period.

While on leave the Employer and Employee will continue to pay their respective shares of the benefit and pension premiums in which the Employee is participating during the leave.

While on family caregiver leave seniority and service will accrue.

#### 13.11 Critically Ill Child Care Leave

A request for Critically Ill Child Care Leave will be granted in accordance with the *Employment Standards Act, 2000*, for up to thirty-seven (37) weeks.

While on leave the Employer and Employee will continue to pay their respective shares of the benefit and pension premiums in which the Employee is participating during the leave.

While on critically child care leave seniority and service will accrue.

13.12 Crime-Related Child Death and Disappearance Leave

A request for Crime-Related Child Death and Disappearance Leave will be granted in accordance with the *Employment Standards Act, 2000*, for up to one hundred four (104) weeks with respect to the crime-related death of a child and up to fifty-two (52) weeks with respect to the crime-related disappearance of a child.

While on leave the Employer and Employee will continue to pay their respective shares of the benefit and pension premiums in which the Employee is participating during the leave.

While on this leave seniority and service will accrue.

13.13 ONA Staff Leave

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

There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least ten (10) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

During such leaves of absence all salary, statutory benefits, pension, vacation 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 unless the Union decides to take sole responsibility for these employee obligations.

**ARTICLE 14 - PAID HOLIDAYS**

14.01 (a) The Employer recognizes the following as paid holidays:

New Years Day	Labour Day
Family Day (3 <sup>rd</sup> Monday in February)	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day (July 1)	Easter Monday
Civic Holiday (1 <sup>st</sup> Monday in August)	Remembrance Day

(b) In addition to the holidays set out above, should the Employer close the office between December 24 and January 1, no Employee will suffer a loss of pay for these dates.

14.02 To be eligible for holiday pay, an Employee must have completed her or his scheduled work assignment immediately prior to and immediately following the holiday and must work any hours that are scheduled on the paid holiday.

- 14.03 When a paid holiday falls during an Employee's vacation, she or he shall, at the option of the Employee, either be paid for the holiday in addition to her or his scheduled vacation, or may take an extra day off at a time mutually agreeable to the Employee and the Employer.
- 14.04 If an Employee is required to work on any paid holiday, she or he shall be paid for the holiday (provided she otherwise qualifies) and in addition will receive one and one-half (1 1/2) times her or his regular hourly rate of pay for all hours worked on the holiday.
- 14.05 Where a paid holiday under article 14.01 falls on a Saturday or a Sunday, the Employer shall designate an alternative day as the day on which the holiday will be observed by regular full-time and regular part-time Employees pursuant to subsection 29(1) of the *Employment Standards Act, 2000*.
- 14.06 The calculation of statutory holiday pay for part-time Employees will be determined in accordance with the Employment Standards Act.

### **ARTICLE 15 - VACATION**

- 15.01 Full-time Employees shall receive an annual vacation with pay during the vacation year (January 1 to December 31) based on their credited service in accordance with the following:
- a) Year of hire one (1) day per month to a maximum of ten (10) days;
  - b) Employees who have completed one (1) or more years of full-time continuous service shall be entitled to an annual vacation of three (3) weeks at their current rate;
  - c) Employees who have completed five (5) or more years of full-time continuous service shall be entitled to an annual vacation of four (4) weeks at their current rate;
  - d) Employees who have completed ten (10) or more years of full-time continuous service shall be entitled to an annual vacation of five (5) weeks at their current rate

Employees, as of date of ratification, shall be entitled to maintain their current vacation allotment

Employees shall submit their vacation requests for full week vacations by February 1<sup>st</sup> of each year. Of those requests submitted by February 1<sup>st</sup>, the employer will consider the vacation requests and will determine the vacation schedule based on its scheduling needs. The Employer agrees that it will consider seniority in making this determination and will notify employees by March 1<sup>st</sup>. Additional vacation days not requested prior to February 1<sup>st</sup> will require approval from the Employer and may be granted depending on the needs of the Employer.

- 15.02 All regular part-time and casual employees shall receive vacation with pay on each cheque based on the length of continuous service as follows, commencing on their anniversary date of their hire.

Up to and including one (1) years	4%
One (1) through to five (5) years	6%
Six (6) through to ten (10) ten years	8%
Over ten (10) years	10%

Vacation pay shall be paid on each pay.

- 15.03 If a paid holiday falls on or is observed during an Employee's vacation period, they shall be granted an additional day's vacation for each holiday, in addition to their regular vacation time.
- 15.04 Probationary Employees are not entitled to take paid vacation time during their probationary period unless otherwise approved by the Employer.
- 15.05 While on vacation, or if an Employee's scheduled vacation is interrupted due to accident or a serious illness, the time period of illness as verified by a doctor's certificate shall be considered sick leave. In such an event, the Employee may re-schedule their vacation at a time mutually agreeable to the Employee and their supervisor.
- In addition, should an Employee's scheduled vacation be interrupted as a result of circumstances described in Article 13.05 of this Agreement, the Employee may re-schedule their vacation at a time mutually agreeable to the Employee and their supervisor.
- 15.06 An Employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her or him to the date of her or his separation.
- 15.07 For the purpose of vacation entitlement, service for those Employees whose status is changed from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time employee employed by the Employer and accumulated on a continuous basis. For the purpose of this Article, fifteen hundred (1500) hours worked of continuous part-time service shall equal one (1) year of continuous full-time service and vice versa.
- 15.08 In the event an employee wishes to carry over vacation for a specific circumstances the employee can make a request to the Employer. Such request must be limited to a maximum of 5 days and must be used by March 31 of the following year.

## **ARTICLE 16 - HOURS OF WORK**

- 16.01 The normal work week is thirty seven and one half (37.5) hours consisting of eight (8) hours per day Monday through Thursday and five and one half (5.5) hours per day on Friday.

Depending on the needs of the clients, the Employer will schedule the hours from 7:30 a.m. to 6:00 p.m. The Employer will offer all affected employees an opportunity to volunteer to work specific schedules within the normal hours of work described to in this paragraph. If no employee volunteers, the Employer will schedule affected employees by rotating seniority on the posted schedule.

In the event that patient care programs (eg: flu shot clinic, patient education sessions) are scheduled and require an employee to work hours other than the normal hours of work described above, such employee shall be given a minimum of two (2) weeks' notice prior to the change in schedule.

Employees are entitled to a thirty (30) minute unpaid lunch and two (2) paid fifteen (15) minute breaks.

16.02 Lab Technicians

Despite the above the normal work week is twenty (20) hours consisting of four (4) hours per day, Monday through Friday. The normal hours of work are as follows:

7:30 a.m. to 11:30 a.m.

Lab Technicians are not entitled to a lunch break but are entitled to a 15 minute paid break.

The parties agree that the normal hours of work of Lab Technicians as set out above may be adjusted subject to any new additional funding from the MOHLTC.

16.03 Regular Part-Time

The hours of work for regular part-time Employees shall be determined by the Employer based on need. Unless needed by the Employer to cover vacation, a leave of absences, or emergencies regular part-time will be scheduled in accordance with Article 2.06.

16.04 Casual Employees

In the event it is necessary to schedule casual workers, the hours of work will be determined on an as needed basis at the discretion of the Employer.

16.05 Irregular Work Periods

It may be necessary to establish other irregular hours of work for Group Programs and work requirements which do not conform to Article 16. This will be done at the discretion of the Employer, however Employees will be provided sufficient notice prior to any change in hours.

16.06 Notwithstanding article 16.01, provided they have approval of the Employer on a monthly basis a regulated health professional may work their thirty seven and one half (37.5) hours per week to suit the needs of the patients, practice and the Family Health Team. The Employer and Employee may mutually agree to a longer approval period.

16.07 Overtime

Any approved overtime hours worked between thirty-seven and one-half (37.5) hours and forty-four (44) hours in any work week will be compensated at the Employee's regular rate. As per the *Employment Standards Act, 2000*, hours worked in excess of forty-four (44) hours in any work week will be compensated at one and one-half (1.5) times the Employee's regular pay rate.

16.08 Individual Special Circumstance Arrangements

The parties may agree in certain circumstances, the schedule of an individual full-time Employee may be adjusted to enable an average weekly work assignment of up to 30 – 35 hours. In these circumstances, the union and Employee understand that Employee shall only be paid for the hours worked.

- (a) Considering the needs of the Family Health Team, the Employer may permit an Employee to enter into a special circumstance arrangement. Such an arrangement can be established by mutual agreement of the parties and the Employee affected. The parties agree that the arrangement applies to an individual, not to a position.

The parties agree that for pension purposes, there will be no reduction in the normal 37.5 hours per week pension contributions made by an Employee and/or the Employer. **\*\*\* Employer willing to agree subject to our ability to do this under HOOPP**

Any individual special circumstance arrangement will be re-evaluated by the Employer and Employee every three months. Notwithstanding the above, any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the Employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.

**ARTICLE 17 - ORIENTATION**

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

- (a) The orientation, as performed by the Human Resource Manager, or designate, shall include a familiarization with the physical environment and applicable Employer policies and procedures.
- (b) Newly hired Employees will be given an orientation checklist to be completed during the course of the Employee's orientation and to be reviewed with the Human Resource Manager, or designate, upon completion of the Employee's orientation.
- (c) Employees who are returning from an extended leave may be provided any orientation determined necessary by the Employer for the purposes of allowing the Employee to satisfactorily assume the duties of the position.

**ARTICLE 18 - MISCELLANEOUS**

18.01 Personnel File

- (a) An Employee, once per calendar year, may request the opportunity to review her or his personnel file in the presence of the Human Resource

Manager or designate, following reasonable written notice of at least five (5) days to the Employee's immediate supervisor.

No document or incident will be used against and Employee where it has not been brought to the Employee within ten (10) business days.

- (b) Any letter of reprimand, suspension or other sanction will be removed from the record of an Employee no later than thirty-six (36) months following the receipt of such letter, suspension or other sanction, provided the Employee's record has been discipline free for such period of time. Leaves of absence in excess of thirty (30) continuous calendar days will not count toward the period referenced above.

- 18.02 Prior to effecting any changes in rules or policies which affect Employees covered by this Agreement, the Employer will advise the Union of such changes with the Union and provide copies to the Union.
- 18.03 The Employer shall provide the Union with access to a bulletin board located in a non-public area of the Employer designated by the Employer. The Union may post meeting notices, conference notices, notice of educational opportunities, ONA election material, list of ONA executive and ONA contact information on the said bulletin board.
- 18.04 Employees are encouraged to receive the influenza vaccination.
- 18.05 Should an Employee, who is a Health Professional under the *Regulated Health Professions Act*, be required to provide her or his Regulatory College with proof of liability insurance, the Employer, upon request from the Employee, will provide the Employee with a letter outlining the Employer's liability coverage for Health Professionals in the Employee's classification.
- 18.06 If the Employer requires the Employee to obtain a medical certificate, the Employer shall pay the full cost of obtaining the certificate. A medical certificate will include a certificate from a nurse practitioner and/or midwife in the context of the Employee's pregnancy

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

- 19.01 Those Employees who are required to use their automobile to perform duties for the Employer shall be reimbursed at the rate of forty-eight cents (\$0.48) for each kilometre driven.
- 19.02 The Employee shall be reimbursed for all approved travel related expenses incurred in the performance of their duties as per Employer Policy.

#### **ARTICLE 20 - WORKPLACE VIOLENCE**

- 20.01 Workplace Violence shall be defined in accordance with the Occupational Health and Safety Act. In addition to this definition the parties agree the definitions of workplace violence, discrimination, workplace harassment, and domestic violence apply from the Employer's policies and programs (as amended from time to time) regarding Workplace Violence and Workplace Harassment.

Any Employee who believes that they have been a victim of workplace violence shall immediately report this to their immediate supervisor and/or the Executive Director in accordance with the Employer's policies and procedures.

The Employer will report all reported incidents of workplace violence in writing in accordance with the Occupational Health and Safety Act to the Joint Health and Safety Committee for review and to the Union. The Employer agreed to work with the Union during any investigation and keep them informed throughout the process.

## **ARTICLE 21 - SALARY AND CLASSIFICATIONS**

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

21.02 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.

21.03 Pay day shall be bi-weekly. Payroll will be issued by direct deposit. Pay stub information will be provided to each Employee.

21.04 Retroactivity

Except as expressly noted, all the terms and conditions shall be effective from the date of receipt of written notice of ratification. Provisions which are expressly made retroactive shall apply to employees who are currently employed in the bargaining unit at the time retroactivity is paid.

Retroactivity will be paid within four full pay periods (approximately 8 weeks) of the date of ratification. Retroactivity will be on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Employer may pay retroactivity as part of the regular pay.

In such circumstances, the Employer undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

21.05 Previous Experience Credit

The Employer will consider a claim for recent related clinical experience if one is made in writing by the employee at the time of hiring or shortly thereafter. In the event an employee makes a claim, the Employer will discuss with Union such claim.



**ARTICLE 22- BENEFITS AND PENSION**

22.01 The Employer will continue to maintain the standard of benefits as of January 29 2020, (Plan # G0084949) and pension and further, will continue to pay one hundred (100) percent of the premiums for such benefits.

EHC- Vision - Identified in PLAN

Starting on July 1st 2020, the Employer agrees to the following adjustment which is identified in the above referenced plan;

\$350 per 2 calendar year(s) for prescription glasses, elective contact lenses, repairs and elective laser vision correction procedures.

If contact lenses are required to treat a severe condition, or if vision in the better eye can be improved to a 20/40 level with contact lenses but not with glasses, the maximum payable will be \$350 during any 2 calendar year(s).

22.02 Full-time Employees have fifty-six (56) hours sick leave paid at one hundred (100) percent of gross salary. These hours shall be taken at a minimum of one hour block, but can also be taken in half day or day blocks. Any time required beyond this time frame falls into Short Term Disability.

22.03 The Employer will continue to pay the premiums for Short Term Disability.

22.04 The Employee will continue to be responsible for the premiums for Long Term Disability.

**ARTICLE 23 - DURATION OF AGREEMENT**

23.01 This agreement shall continue in effect until it expires effective December 31<sup>st</sup>, 2022.

Dated at Sarnia, Ontario, this 6<sup>th</sup> day of March, 2020.

**FOR THE EMPLOYER:**

Lynn Laidler

Wayne Carpani

Tearza Daly

\_\_\_\_\_

**FOR THE UNION:**

Alyssa Penney  
Labour Relations Officer

Candace Arsenault

Jillian Robertson

Nicole Bigras

**LETTER OF UNDERSTANDING**

BETWEEN

**RAPIDS FAMILY HEALTH TEAM**  
(Hereinafter referred to as “the Employer”)

AND

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

RE: Wage Reopener

In respect to Schedule A, the Employer will notify the Bargaining Unit President and provide the documentation to support the improved 2020-2022 budget allocation and each subsequent years of this Agreement.

In the event that the MOHLTC elects to increase funding affecting Employees covered by the agreement, the parties immediately agree to negotiate increases to Schedule A.

For added clarity, notwithstanding the nominal expiry date of this agreement, the parties will continue to apply the terms and conditions of this letter to the 2020-2022 budget allocation year.

Dated at Sarnia, Ontario, this 6<sup>th</sup> day of March, 2020.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

Lynn Laidler

Alyssa Penney  
Labour Relations Officer

Wayne Carpani

Candace Arsenault

Tearza Daly

Jillian Robertson

\_\_\_\_\_

Nicole Bigras

**LETTER OF UNDERSTANDING**

BETWEEN

**RAPIDS FAMILY HEALTH TEAM**  
(Hereinafter referred to as “the Employer”)

AND

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

RE: Christmas Shutdown

A Christmas Shutdown will occur and all full time bargaining unit employees will receive the three working days off with pay during the week between Christmas and New Year’s.

For added clarity nothing in this letter will affect an employee’s eligibility or entitlement to paid holidays under Article 14 of this agreement.

Dated at Sarnia, Ontario, this 6<sup>th</sup> day of March, 2020.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

Lynn Laidler

Alyssa Penney  
Labour Relations Officer

Wayne Carpani

Candace Arsenault

Tearza Daly

Jillian Robertson

\_\_\_\_\_

Nicole Bigras

## APPENDIX "A"

## Wages

Classification	Current as of April 1, 2018	Effective April 1, 2019
<b>NURSE PRACTITIONER</b>		
START	\$ 49.04	\$ 52.13
6 Month	\$ 50.56	\$ 53.74
1 Year	\$ 52.20	\$ 55.49
2 Year	\$ 53.89	\$ 57.28
3 Year	\$ 55.64	\$ 59.14
<b>REGISTERED NURSE</b>		
START	\$ 32.04	\$ 32.94
6 Month	\$ 33.05	\$ 33.98
1 Year	\$ 34.11	\$ 35.07
2 Year	\$ 35.23	\$ 36.22
3 Year	\$ 36.36	\$ 37.39
<b>REGISTERED PRACTICAL NURSE</b>		
START	\$ 22.62	\$ 23.30
6 Month	\$ 23.32	\$ 24.02
1 Year	\$ 24.07	\$ 24.79
2 Year	\$ 24.86	\$ 25.60
3 Year	\$ 25.67	\$ 26.44
<b>SOCIAL WORKER MSW</b>		
START	\$ 33.21	\$ 33.84
6 Month	\$ 34.24	\$ 34.89
1 Year	\$ 35.36	\$ 36.03
2 Year	\$ 36.51	\$ 37.21
3 Year	\$ 37.68	\$ 38.40
<b>SOCIAL WORKER BSW</b>		
START	\$ 31.71	\$ 31.75
6 Month	\$ 32.68	\$ 32.73
1 Year	\$ 33.75	\$ 33.80
2 Year	\$ 34.85	\$ 34.90
3 Year	\$ 35.97	\$ 36.02
<b>REGISTERED DIETITIAN</b>		
START	\$ 31.33	\$ 32.34
6 Month	\$ 32.30	\$ 33.34
1 Year	\$ 33.36	\$ 34.44
2 Year	\$ 34.43	\$ 35.54
3 Year	\$ 35.55	\$ 36.70
<b>OCCUPATIONAL THERAPIST</b>		
START	\$ 32.04	\$ 32.94
6 Month	\$ 33.05	\$ 33.98
1 Year	\$ 34.11	\$ 35.07
2 Year	\$ 35.23	\$ 36.22
3 Year	\$ 36.36	\$ 37.39

Classification	Current as of April 1, 2018	Effective as of April 1, 2019
<b>CHIROPODIST</b>		
START	\$ 32.04	\$ 32.94
6 Month	\$ 33.05	\$ 33.98
1 Year	\$ 34.11	\$ 35.07
2 Year	\$ 35.23	\$ 36.22
3 Year	\$ 36.36	\$ 37.39
<b>CASE MANAGER</b>		
START	\$ 27.93	\$ 28.07
6 Month	\$ 28.81	\$ 28.95
1 Year	\$ 29.74	\$ 29.88
2 Year	\$ 30.70	\$ 30.85
3 Year	\$ 31.70	\$ 31.85
<b>LAB TECHNICIAN</b>		
START	\$ 17.68	\$ 17.77
6 Month	\$ 18.23	\$ 18.32
1 Year	\$ 18.76	\$ 18.85
2 Year	\$ 19.34	\$ 19.44
3 Year	\$ 20.55	\$ 20.65
<b>RECEPTIONIST</b>		
START	\$ 17.43	\$ 17.79
6 Month	\$ 17.97	\$ 18.34
1 Year	\$ 18.55	\$ 18.93
2 Year	\$ 19.16	\$ 19.56
3 Year	\$ 19.78	\$ 20.19
<b>HEALTH PROMOTER</b>		
START	\$ 29.63	\$ 29.63
6 Month	\$ 30.55	\$ 30.55
1 Year	\$ 31.53	\$ 31.53
2 Year	\$ 32.56	\$ 32.56
3 Year	\$ 33.62	\$ 33.62
<b>RPN PATIENT NAVIGATOR</b>		
START	\$ 24.30	\$ 24.30
6 Month	\$ 25.05	\$ 25.05
1 Year	\$ 25.85	\$ 25.85
2 Year	\$ 26.70	\$ 26.70
3 Year	\$ 27.57	\$ 27.57