

**COLLECTIVE AGREEMENT**

Between:

**SAULT STE. MARIE AND DISTRICT GROUP HEALTH ASSOCIATION**  
(hereinafter called the "Employer" of the first part)

And:

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Union" of the second part)

Expiry date: **March 31, 2020**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Union, to provide machinery for the prompt disposition of grievances and the final settlement of disputes, and to establish and maintain satisfactory working conditions, hours and wages for all nurses who are subject to the provisions of this Agreement.
- 1.02 The employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

## **ARTICLE 2 - DEFINITIONS**

- 2.01 "Nurse" shall be any employee of the Sault Ste. Marie and District Group Health Association coming within the scope of the bargaining unit as outlined in Article 3.01.
- 2.02 "Registered Nurse" is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act (RHPA).
- 2.03 "Temporary Employees"
- (a) A temporary employee may be hired to fill a vacancy caused by a leave of absence under this Collective Agreement or by an absence caused by illness or injury.
  - (b) A temporary employee shall not obtain any seniority during the temporary employment. However, if this employee is subsequently hired into a permanent full-time position, these hours will count towards her probation period and seniority.
  - (c) A temporary employee's employment shall terminate upon the completion of the term or task or at any other time, as long as the termination is not contrary to any applicable legislation.
  - (d) The following articles and clauses of this Collective Agreement do not apply to temporary employees: clauses 12.01, 12.02, 12.04, 12.06, 14.01(c), 15.01, 15.02, Article 16, and Article 18.
- 2.04 "Nurse Practitioner - Registered Nurse in the 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 and the Nursing Act.
- 2.05 "Union Representative" shall be defined as a nurse employed by the Sault Ste. Marie and District Group Health Association who has been elected or otherwise selected by the Union.
- 2.06 "Full-Time Nurse" shall be defined as a nurse who works 37½ hours per week on a pre-determined schedule.

- 2.07 "Regular Part-Time Nurse" shall be defined as a nurse who works less than 37½ hours a week on a pre-determined schedule.
- 2.08 "Casual Part-Time Nurse" shall be defined as a nurse whose employment is irregular and on a relief basis and may vary in length from day to day and week to week.
- 2.09 "Supervisor" shall mean a supervisor within the Physician Support Services Department or her/his designate.
- 2.10 "Service and Seniority" shall mean the accumulation of regular hours paid to the nurse or nurse practitioner, and on the basis of one year of service and/or seniority credit for every 1950 regular hours paid for full-time employees, and for every 1750 regular hours paid for regular part-time and casual employees.

For purposes of clarification, whenever used in this collective agreement, one year of service, one year of continuous service, or one year of seniority shall equate to 1950 regular hours paid for full-time employees, and to 1750 regular hours paid for regular part-time and casual employees.

It is further understood and agreed that the calculation of regular hours paid will be subject to the Employment Standards Act, 2000 and other relevant legislation. Regular paid hours include hours paid on account of sick leave including WSIB, LTD, approved leaves of absence with pay, pregnancy/parental leave, Union leaves of absence, vacation leave, paid holidays, bereavement leave and education leave.

### **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all graduate and registered nurses and Nurse Practitioners – RN(EC) in the employ of the Sault Ste. Marie and District Group Health Association, save and except Managers and persons above the rank of manager.
- 3.02 The Employer recognizes that all Registered Nurses have an obligation under the Regulated Health Professions Act (RHPA) to exercise their professional judgement in matters relating to patient care. These concerns, as they arise, may be the subject of discussion at the Labour Management Consultation Committee.

### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The employer and the Union agree that there will be no discrimination, interference, intimidation, harassment, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the collective agreement.
- 4.02 There shall be no discrimination on the part of the Employer or the Union by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship,

creed, sex, sexual orientation, age, marital status, family status or disability contrary to provisions of the Ontario Human Rights Code or by reason of other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

- 4.03 The employer agrees to develop and implement a policy on Whistle Blowing Protection within the term of this collective agreement that will be consistent with applicable law.

#### **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

- 5.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The terms "lockout" and "strike" shall be defined as in the Labour Relations Act of Ontario, as it may be amended from time to time.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

- 6.01 The Union recognizes that the management 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, retire, suspend, discipline, discharge for just cause, direct, promote, demote, classify, transfer, lay off or recall nurses;
  - (c) determine in the interest of efficient operations and the highest standard of service, job duties and qualifications, the hours of work, work assignment, 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 nurses.
- 6.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

#### **ARTICLE 7 - UNION SECURITY**

- 7.01 The Employer agrees, as a condition of employment, to deduct from the nurses' earnings an amount equal to the monthly Union dues. The Union shall notify the Employer from time to time in writing of the amount of such dues.
- 7.02 Deductions in the amount authorized in 7.01 above shall be made in the first payroll period in each month from the earnings of all nurses in the bargaining unit. Where a nurse has no earnings during the payroll period, the deductions will be made in the next payroll period in the month where the nurse has earnings. A cheque for the full amount of the money so deducted shall be

remitted to the Provincial Vice-President - Finance no later than the sixth day of the month following, accompanied by a list of names including deletions (indicating terminations), and additions from the preceding month and social insurance numbers of all nurses from those wages the deductions have been made.

- 7.03 The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 7.04 The Employer agrees to give all new nurses at the time of their employment an application form for ONA. Such application forms shall be supplied to the Employer by the Union.
- 7.05 A Union representative will be allowed to meet with newly hired nurses during their probationary period.
- 7.06 The Employer will maintain full wages and benefits for employees absent from work on Union business. The Union will reimburse the employer.
- 7.07 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her/his views to such evaluation prior to it being placed in her/his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the nurse. A copy of the evaluation will be provided to the nurse at her/his request.
- 7.08 A nurse may, upon written request to the Manager, Human Resources, review the contents of her/his Personnel File at a mutually agreeable time. Such file shall include, but not be limited to:
- (a) Application Form
  - (b) Disciplinary Record
  - (c) Performance Evaluation

## **ARTICLE 8 - COMPLAINTS AND GRIEVANCES**

- 8.01 It is the mutual desire of the parties that complaints or grievances shall be resolved as promptly as possible.

### **STEP 1**

Any complaint shall first be discussed by the nurse with her/his immediate supervisor as soon as possible but in any event, not later than 15 days following the event giving rise to the complaint. The essentials of the complaint and a suggested remedy will be presented by the nurse.

The nurse may have a union representative present at this meeting. The immediate supervisor of the employee will be notified of the desire to meet prior to the meeting. The nurse will advise the Supervisor that this is Step 1 of the grievance procedure and if a union representative will be present during this discussion. The supervisor will have three (3) working days in which to give a written reply.

If no remedy for the complaint is found at this stage, the Union will put the complaint in writing within five (5) working days and it will be regarded as a grievance.

## STEP 2

The grievance shall be in writing and shall include the details of the grievance and the sections of the Agreement in violation. It will then be sent to the Supervisor or her/his designate by the Union Grievance Committee. A meeting shall be arranged between both parties within five (5) working days of the receipt of the grievance by the Supervisor. The Supervisor shall give her/his reply to the Grievance Committee within five (5) working days of the date in which the grievance was discussed. In either instance, a mutually agreeable extension of time may be arranged. Failing settlement at this step, the matter may be referred to arbitration.

Unless the Supervisor receives a reply from the Grievance Committee within seven (7) working days of the receipt of this reply, the grievance will be determined to have been resolved.

## 8.02

### Types of Grievances

The following types of grievances concerning the application of this Article are recognized, in addition to the grievances of an individual nurse or a group of nurses.

#### (a) Policy Grievances

Any difference arising directly between the Union and the Employer concerning the interpretation, application or administration of the terms or provisions of this Agreement may be submitted at Step 2 of the Grievance Procedure providing that the grievance, in addition to the conditions determined in the preceding paragraph, shall be signed by the Bargaining Unit President or her/his designate.

#### (b) Dismissal or Suspension

Dismissal or Suspension grievance shall be defined as the grievance of a nurse who claims that she/he has been dismissed or suspended without just cause. This grievance shall proceed directly to Step 2.

At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her or his union representative. In the case of suspension or discharge, the employer shall notify the nurse of this right in advance.

The employer agrees that where a nurse is required to attend a meeting with the employer that may lead to disciplinary action, as a good labour relations practice, it will inform the nurse of the purpose of the meeting.

Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of

such letter, suspension or other sanction provided that the nurse's disciplinary record has remained discipline free for the eighteen (18) month period.

(c) Group Grievance

When a number of nurses have identical complaints and each nurse would be entitled to complain separately, they may present a group complaint in writing signed by each nurse who is complaining to the immediate supervisor or her/his designate within five (5) working days following the event giving rise to the complaint. Where the complaint is not resolved, it will then be submitted at Step 2 of the Grievance Procedure and the applicable provisions of this Article shall then apply with respect to processing such grievance.

- 8.03 Time limits fixed in both complaints, grievances and arbitration procedures may be extended by mutual consent of the parties.
- 8.04 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 concerned.

**ARTICLE 9 - ARBITRATION**

- 9.01 If any difference of opinion relating to the interpretation, application or alleged violation of this Agreement cannot be settled after exhausting the Grievance Procedure, they may be settled by Arbitration as defined in Section 48, sub-section 2 of the Ontario Labour Relations Act.
- 9.02 Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties hereto shall bear equally the expense of the third party and any costs of the place of hearing of such arbitration, if and when the necessity arises.
- 9.03 The Board of Arbitration or, where mutually determined, a sole arbitrator, shall have the power to dispose of any grievances by any arrangement which is consistent with the terms of this Agreement.
- 9.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

**ARTICLE 10 - REPRESENTATIVES AND COMMITTEES**

- 10.01 (a) The Union shall provide a list of the names of the local Union Executive, committee members and representatives to the Employer. This list will be revised when changes occur.
- (b) Union representatives and members of committees must obtain permission from their immediate supervisor before absenting themselves from their place of duty to engage in any activity relating to



the affairs of the Union. Such permission shall not be unreasonably withheld.

- (c) A Union interview of up to fifteen (15) minutes shall take place for all newly hired employees during the orientation program. The purpose of such meeting will be to provide the employee with a copy of the current Collective Agreement and pamphlets explaining union activities.

Notwithstanding the union interview, no Union activities or meetings will be carried out during regularly scheduled hours or on the Employer's premises without the express permission of the immediate Supervisor. Such permission shall not be unreasonably withheld.

A copy of this Agreement will be issued by the Employer to each nurse. All costs involved in the preparation of the Agreement will be shared equally by the Union and the Employer.

- (d) The Employer shall pay representatives and committee members their respective salaries for all regular time while attending mutually agreed upon meetings.

10.02 The Employer acknowledges the right of the Union to appoint or otherwise select the following:

- (a) two (2) members to serve on a Labour Management Consultation Committee, at least one of whom will be a member of the Union executive. The membership of this committee shall have equal numbers of management and staff and at least one shall be a Nurse Practitioner. This committee shall meet every two (2) months unless otherwise agreed. Where possible agenda items will be exchanged at least five (5) calendar days prior to the meeting.
- (b) three (3) members to serve on a Grievance Committee, at least one of whom shall be a member of the Union executive;
- (c) up to five (5) members to serve on the Negotiating Committee;
- (d) one (1) member to serve on the Joint Health and Safety Committee. This member represents the workers under the Occupational Health and Safety Act and will be trained to be a certified worker as defined under the Act. This committee shall meet quarterly unless otherwise agreed. Where possible, agenda items will be exchanged at least five (5) calendar days prior to the meeting.
- (e) two (2) members to serve on the Co-operative Consultation Committee, (Triple C) at least one of whom shall be a member of the Union Executive.

10.03 The committees referred to above shall have for their function:

- (a) the Labour Management Consultation Committee will consist of two nurses and two designated representatives of the Employer who will meet to promote and provide effective and meaningful communication of information and ideas and to make recommendations on matters of

interest and concern to either party and to discuss and develop recommendations regarding Professional Development. It is understood that the Committee have no right to usurp the function of either the Negotiating Committee or the Grievance Committee. The Committee shall function on terms of reference to be jointly determined;

(b) the Negotiating Committee shall meet with the representatives of the Employer to negotiate the renewal of the Agreement between the parties;

(c) the Grievance Committee shall investigate and process all grievances.

10.04 (a) A representative of the Ontario Nurses' Association may assist the Union if requested by the Union.

(b) A representative of the Ontario Nurses' Association shall have access to the Employer's premises at reasonable times with the permission of the Manager of Human Resources to assist the Union in matters related to this Agreement.

10.05 Occupational Health and Safety

(a) The parties agree to comply with the Occupational Health and Safety Act, R.S.O. and as amended, including those provisions that apply to workplace violence and harassment.

(b) Where nurses are exposed to infectious or communicable diseases for which there are available protection medications, the employer will review the provision of any such medications at no cost to the nurse.

10.06 (a) Early and Safe Return to Work

The Employer and the Union agree to cooperate in facilitating the return to work of disabled employees. The Employer and the Union agree that ongoing and timely communication by all participants is essential to the success of the process.

(b) Workplace Violence

i) The Employer recognizes the potential for violence in the workplace. The Employer agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical injury or that gives a person reason to believe that s/he or another person is at risk of physical injury will be condoned in the workplace. The Employer will take every precaution reasonable effort to identify potential sources of such risk to eliminate or minimize such incidents through a workplace violence and harassment prevention program. The Employer will not tolerate any type of violence or harassment within the workplace or during work-related activities. The Employer is committed to ensuring a safe and healthy work environment for all Nurses.

- ii) Workplace violence is defined as:
- A) the exercise of physical force by a person against a nurse, in a workplace, that causes or could cause physical injury to the nurse,
  - B) an attempt to exercise physical force against a nurse, in a workplace, that could cause physical injury to the nurse,
  - C) a statement or behaviour that it is reasonable for a nurse to interpret as a threat to exercise physical force against the nurse, in a workplace, that could cause physical injury to the nurse.

Any nurse who believes s/he has been subjected to such incidents as defined above shall report this to a supervisor/manager who will make every reasonable effort to rectify the situation.

- iii) The Employer agrees to formalize policies and procedures to deal with workplace violence. The policy and procedure will address the measures and procedures to protect nurses from workplace violence, a means of summoning immediate assistance when workplace violence occurs or is likely to occur and measures and procedures process for nurses to report incidents of workplace violence to the Employer.
- iv) The Employer agrees to provide education and training on violence and harassment policies, measures, procedures and programs. This training and education will occur during a new employees onboarding and updated as required.
- v) The Employer will notify the JHSC and the union on incidents of workplace violence injuries in accordance with the OHSA. Notwithstanding the foregoing, the Employer will notify the JHSC and the union of all reported incidents of violence outlined in (ii) A), B) and C).
- vi) Damage to Personal Property

The Employer will consider reimbursement for replacement of damages incurred to the employee's personal property such as eyeglasses, contact lenses or other prosthesis etc. ripped uniforms, personal clothing, as a result of being assaulted while performing his/her work. Such requests will not be unreasonably denied. The employee will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

10.07

Unless mutually agreed otherwise, where a nurse makes prior arrangements for time off to negotiate, the nurse shall not be scheduled to work that day.

## **ARTICLE 11 - SENIORITY**

### 11.01 Full-Time

Following successful completion of the probationary period, seniority for full-time nurses will be accumulated on the basis of one year for every year of service retroactive to the last date of hire subject to the provisions of this Agreement.

#### Part-Time Seniority

A regular part-time nurse on the successful completion of the probationary period shall, retroactive to her/his last date of hiring, accumulate seniority on the basis of one (1) year for each 1750 hours paid.

#### Casual Seniority

- (a) Casual part-time nurses, shall accumulate seniority on the basis of regular hours paid as provided for in Article 2.09. Nurses who do not work for a period exceeding six (6) consecutive calendar months will lose their seniority standing.

Seniority gained by casual nurses will be recorded on a separate list.

- (b) Seniority lists shall be posted at the same time as the lists covered by 11. 01 showing regular hours paid.
- (c) A full-time or part-time nurse who transfers to a casual bargaining unit position will retain seniority only for purposes of applying to a full-time or part-time job posting.

11.02 Seniority lists of nurses covered by this Agreement shall be posted by Employer as of January 1 and July 1 of each year. A copy of the Seniority List shall be provided to the Union. The list shall include employee names, union code, status, year to date seniority hours and seniority service years.

### 11.03 Lay - Off and Recall

- (a) Both parties recognize that job security should increase in proportion to length of service and that it is the responsibility of management to maintain effective operations. Therefore, in the event that a reduction of the nursing force is required, and subject to the following provisions contained in this Article, seniority shall be the determining factor provided the employee has the qualifications, skills and ability to perform the work. Subject to the foregoing, the most junior employee in the job classification and department where the reduction is required will be the first to be laid off. Temporary, probationary and casual status employees will be laid off before permanent employees.

For purposes of this Article departments are currently defined as follows:

RN Departments

Family Health/Congestive Heart Failure Program  
 Cardiac Rehab  
 Diabetes Program ADEC  
 Occupational Health  
 Hepatitis C  
 Anticoagulation Clinic  
 Surgery  
 Staff Support  
 Injection Clinic  
 Phototherapy  
 Obstetrics/Gynecology  
 Geriatrics  
 Pediatrics  
 Cardiology

Nurse Practitioners (NP) Departments

NP – Same Day Clinic  
 NP – Cervical Screening and Well Women  
 NP – OB/GYN  
 NP – Family Practice

In the event of a change to the above noted departments, the Employer will advise the Union.

- (b) A lay-off shall include the discontinuation or displacement from the nurse's area of assignment due to lack of work or deduction or discontinuation of a service or services. Work shortages of less than five (5) days expected duration will not be considered a lay-off although reasonable efforts will be made to find work, on a seniority basis, for these nurses, if requested. Work shortages of five (5) days or more will be considered a lay-off.
- (c) All cases of work shortages, lay-offs or decreases in the nursing work force affecting the bargaining unit will be discussed with the Union prior to their implementation. Discussions shall include the reasons causing the lay-off, the service the Employer will undertake after the lay-off, and the method of implementation, including areas of cutback and the employees to be laid off.
- (d) Lay-offs of full-time employees will be administered separately from lay-offs of regular part-time employees, and in accordance with the following terms and conditions:

Full-Time Employees

The most junior full-time employee(s) in a department who is subject to lay-off shall have the right to:

- i) accept lay-off; or

- ii) opt to retire if eligible under the terms of the Group Health Centre pension plan; or
- iii) elect to transfer to a vacant position provided she/he has the qualifications, skills and ability to perform the normal duties of the job with reasonable orientation and training; or
- iv) exercise bumping rights with respect to more junior employees in accordance with the following protocol:
  - first, bump the most junior full-time employee in another department, provided the employee has the qualifications, skills and ability to perform the normal duties of the job being bumped to with an appropriate familiarization period. If no such junior employee exists, then
  - second, bump the most junior regular part-time employee working twenty-eight (28) hours or more per week in the same department impacted by the layoff, then the most junior regular part-time employee in another department, provided that the employee has the qualifications, skills and ability to perform the normal duties of the job being bumped to with an appropriate familiarization period. If no such junior employee exists, then
  - third, bump the most junior regular part-time employee working less than twenty-eight (28) hours per week in the same department impacted by the layoff, then in another department, provided that the employee has the qualifications, skills and ability to perform the normal duties of the job being bumped to with an appropriate familiarization period. If no such junior employee exists, then
  - fourth, should no permanent position be secured after exhausting the three steps noted above, the employee subject to lay-off may bump to casual status, where applicable, and will maintain recall rights in accordance with Article 11.05 (c)(ii)

#### Regular Part-Time Employees

The most junior regular part-time employee(s) in a department who is subject to lay-off shall have the right to;

- i) accept lay-off; or
- ii) opt to retire if eligible under the terms of the Group Health Centre pension plan; or
- iii) elect to transfer to a vacant regular part-time position provided she/he has the qualifications, skills and ability to perform the

normal duties of the job with reasonable orientation and training;  
or

- iv) bump the most junior regular part-time employee in another department, provided the employee has more seniority and has the qualifications, skills and ability to perform the normal duties of the job being bumped to with an appropriate familiarization period.

Should no permanent position be available through this bumping process, the regular part-time employee subject to lay-off may bump to casual status, where applicable and will maintain recall rights in accordance with Article 11.05 (c) ii).

For purposes of clarification, and without limiting the generality of the foregoing regular part-time employees will not be entitled to bump full-time employees.

- (e) When possible, The Employer will provide the Union ninety (90) days (and no less than forty-five (45) days) notice in the event the lay-off is anticipated to continue for a period of greater than three (3) months.
- (f) Full-time employees who are subject to lay-off and who cannot secure a permanent position through the bumping process outlined herein shall have the right to displace any employee holding a temporary posting for the remainder of that temporary posting, prior to being assigned to casual status, provided such full-time employee has the qualifications, skills and ability to perform the work with an appropriate familiarization period. Otherwise, any employee in a temporary posting who is not himself or herself subject to lay-off will not be subject to displacement by any other bumping employee.
- (g) Should more than one (1) employee in a department be subject to lay-off, and wish to exercise bumping rights, the bumping protocol noted above will be undertaken for each of the employees subject to lay-off in order of their seniority.
- (h) The decision of the employee to accept the lay-off, to opt to retire, to elect to transfer to a vacant position, or to bump, as set forth in paragraph (d) above, shall be given in writing within five (5) working days following notification of lay-off. Employees failing to do so shall be deemed to have accepted the lay-off. An employee subject to lay-off who declines a bump into a position for which she/he possesses the requisite greater seniority, qualifications, skills and ability shall be deemed to have accepted the lay-off.
- (i) Notwithstanding any other provision or this Article 11.03, it is understood and agreed that nurse practitioners cannot bump registered nurses.

### Recall

Recalls of full-time employees shall be administered separately from recalls of regular part-time employees and in accordance with the following terms and

conditions. Employees who are laid off shall be recalled in order of their seniority, provided they have the qualifications, skills and ability to perform the work that has become available.

No new nurses will be hired until those laid off have been given an opportunity to return to work in accordance with the above criteria.

Obligation to Respond to Notice of Recall

Recall notice will be sent by registered mail to the nurse's last place of residence recorded with the Employer, and if the nurse fails to report within fourteen (14) days after the mailing of such notice, the Employer shall be under no obligation to re-employ the nurse.

11.04

Vacancy

(a) Prior to the appointment to a vacant or new position the Employer shall post notice of the vacancy or new position on bulletin boards and intranet for a minimum of five (5) working days in order that all staff will know that the position is open and be able to make written application to Human Resources. A copy of each posting shall be sent to the Bargaining Unit President and the Secretary of the Union.

(b) i) Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Employer. Current bargaining unit department members on the basis of ability, experience and skill, will be given first consideration for these vacancies. Where ability, experience and skill are relatively equal, seniority shall govern.

Where the temporary vacancy is expected to be six (6) months or longer, the position will be posted as a temporary vacancy for five (5) working days.

On the termination of a posted temporary job vacancy, the nurse who filled it shall revert to her/his former position, any other nurse who may have changed positions as a consequence of the initial change shall return to her/his former position.

It is agreed that experience gained while filling a temporary vacancy of less than six (6) months will not be considered if the job is later posted. Experience gained while filling a posted temporary vacancy of six (6) months or more will be considered in assessing the qualifications, ability and experience for the job if it is later posted as a permanent position.

ii) Any resulting vacancy arising from a nurse's successful application to a job posted in accordance with 11.04(a) will be posted for three (3) working days.

iii) Where a vacancy occurs as a result of:



- A) insufficient notice by the nurse that she/he will not be available for work, or
- B) a requirement by the Employer to provide a leave for an employee to engage in Union affairs

the vacancy will be treated as a temporary vacancy.

- iv) Unless external recruitment is involved, applications for a posting will not be considered from:
  - A) a probationary nurse
  - B) a nurse who was successful in applying for a permanent or temporary job posting that has not worked one calendar year in the position. This restriction may be waived in extenuating circumstances.
- v) Late applications will not be considered after the posting is removed unless external recruitment is involved and there have been no applications from nurses as outlined in 11.04 (iv).
- vi) Where a nurse has been granted a new position as a result of a job posting, an evaluation period of 490 hours worked in the new position will apply. If the nurse's performance proves unsatisfactory during this period she/he shall be given the opportunity to return to her/his former position and any other nurse who may have changed positions as a consequence of the initial change shall return to her/his former position.
- vii) Prior to accepting a new position, it is the responsibility of the nurse to understand the duties and work environment to ensure her/his compatibility with the job. If at any time during the earlier of the first 163 hours worked or one (1) calendar month worked in the new position, it is seen as untenable by the nurse, the nurse shall be given the opportunity of returning to her/his former position and any other nurse who may have been affected as a consequence of the initial posting shall be returned to her/his former position. Where the nurse has discussed an untenable situation with her/his supervisor and it remains unresolved, she/he may request and will be granted an extension of up to one (1) month if requested of her/his supervisor within the first month.
- viii) The Employer agrees that nurses will be given reasonable opportunity to apply to a vacancy which occurred while the nurse was on paid leave of absence, providing the application is made within two (2) working days of the nurse's return from paid leave and within ten (10) working days of the position being posted.

(c) In the selection for the vacancy, the following factors shall be considered:

- i) ability, experience and skill;
- ii) seniority.

Where ability, experience and skill are relatively equal, seniority shall govern. However, if senior applicants are refused a position, they will be given the reason for such refusal in writing.

The employer will provide the Union with a list of unfilled previously posted vacancies at least every three (3) months and inform the Union if they do not intend to fill the position. The Union will also be advised of any posted positions that have been rescinded by the employer in the preceding month.

Unsuccessful applicants will be notified prior to posting the name of the successful applicant. At the request of the nurse, the employer will discuss with the unsuccessful applicants ways they can improve their qualifications for future postings.

11.05

(a) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances

- i) approved leave of absence with pay;
- ii) when in receipt of illness allowance;
- iii) when in receipt of Workplace Safety and Insurance Board Benefits;
- iv) when on approved leave for ONA business;
- v) when on pregnancy/parenting leave;
- vi) when in receipt of Long Term Disability Benefits.

(b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:

- i) for a period of one year after illness allowance credit has been used;
- ii) when laid off due to reduction in the nursing staff for a period of less than twenty-four (24) calendar months;
- iii) when on approved leave of absence without pay which exceeds thirty (30) continuous calendar days;
- iv) when on a disciplinary suspension unless the suspension is revoked.

- (c) Seniority will be lost and employment terminated when a nurse is absent from work under the following circumstances:
- i) resignation;
  - ii) laid off for a period of twenty-four (24) calendar months;
  - iii) discharged and the discharge is upheld through the grievance/arbitration process;
  - iv) failed to return to work on the date specified in a recall notice without reasonable excuse;
  - v) failed to return to work after completion of leave of absence granted by the Employer without reasonable excuse;
  - vi) utilizes a leave of absence for purposes other than those for which the leave was granted without reasonable excuse;
  - vii) is absent from work for three (3) working days without reasonable excuse;
  - viii) is absent from work for a period of twenty-four (24) months for a continuous illness or disability.

Note: this clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

## 11.06

### Probationary Period

- (a) A newly employed nurse shall be considered probationary for the first 490 hours from the date of obtaining permanent status. The Employer will keep the newly hired nurse informed of her/his progress during the probationary period by written evaluation of the Supervisor. The probationary period will be waived for a casual employee who becomes permanent status if the said casual employee has earlier passed probation as a casual employee.

### Regular Part-time Probationary Period

A newly employed regular part-time nurse shall be considered probationary for the first 490 hours worked from her/his last hiring date. The probationary period will be waived for those nurses who came from the casual pool if the 490 hours has been obtained in the immediately preceding eight (8) months.

### Casual Probationary Period

A newly employed casual part-time employee shall be considered probationary until such employee has worked 490 hours in any eight-month period after her/his last hire date. During this probationary period, Article 11.05 (c) shall apply to the release of a casual nurse.

- (b) Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior

to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional four hundred and fifty (450) hours worked and, where requested, the Employer will advise the nurse and the Union of the basis of such extension with recommendations for the nurse's professional development.

- (c) During the probationary period nurses shall not be entitled to Benefits under Article 18 except as may otherwise be provided by this Agreement. The Employer will advise each newly hired nurse of her/his status with respect to benefit coverage.
- (d) The release of a probationary nurse 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 nurse is released for reasons which are arbitrary, discriminatory or in bad faith.

#### 11.07 Orientation

The employer shall make every reasonable effort to provide orientation and in-service training to all nurses.

#### 11.08 Transfer outside of the Bargaining Unit

- (a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than three (3) months, shall not suffer any loss of seniority, service or benefits.

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

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

- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, unless the parties agree otherwise, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her or his return to the bargaining unit, unless the parties agree otherwise.
- (c) It is understood and agreed that a nurse 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 will advise the Bargaining Unit President of the names of any nurses transferred to a position outside of the bargaining unit, the

date the assignment commenced, the area of assignment and the duration of such assignments.

- (e) A nurse 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.

## **ARTICLE 12 - LEAVE OF ABSENCE**

12.01 Written requests for all leaves of absence, with or without pay, will be considered by the immediate Supervisor. Requests for leave are to be made as far in advance as possible in writing and a written reply will be given within fifteen (15) days of receiving the request. In the event of any emergency the request and permission may be made verbally, however, a written outline of the circumstances must be presented to the immediate Supervisor within five (5) days of the verbal request. Notwithstanding legislation when leaves of absence are granted without pay in excess of one month, the Employer will not be required to pay or contribute to the cost of any benefits but may allow the continuance of the benefits if the nurse elects to pay in advance for the benefits.

### 12.02 Compassionate Leave

- (a) In the event of a death in the family of a nurse (i.e. father, mother, step-parent, brother, sister, child, spouse, mother-in-law, father-in-law, guardian, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchild) a nurse may request a leave of absence over the next four (4) consecutive working days (i.e. excluding Saturday and Sunday) from the date of death for the purpose of attending the funeral. "Spouse" for the purpose of compassionate leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex.

Notwithstanding the above, the said individuals will be granted flexibility to utilize one day of the compassionate leave entitlement outside of the time period noted above in order to accommodate attendance at a funeral or memorial service.

- (b) A leave of absence without loss of pay for one (1) day will be granted on the day of the funeral or memorial service of an employee's direct aunt, uncle, niece or nephew. For clarity, this does not include aunts, uncles, nieces, or nephews, by marriage.
- (c) In recognition of the various personal relationships and responsibilities which exist among different families no fixed amount of leave has been established.
- (d) It is recognized that the requirements of a nurse can vary; therefore, the leave of absence from regularly scheduled hours will be granted with pay, however, an appropriate deduction from accumulated sick leave will be made for all regularly scheduled time taken after the fourth consecutive day provided this will not deplete the employee's sick leave

credits below 90 hours. Any such leave will be taken in accordance with Articles 19.05 and 19.06.

- (e) Compassionate leave benefits for part-time nurses will be pro-rated.

12.03

- (a) Pregnancy/Parental Leave

A nurse with thirteen (13) weeks or more of continuous service shall be granted pregnancy leave up to seventeen (17) weeks duration without pay and should the nurse elect, a consecutive maximum of thirty-five (35) weeks Parental Leave of Absence without pay.

- (b) Parental Leave

A nurse planning to adopt a child will notify the Supervisor and keep the Supervisor informed of the progress of the application. Providing that the nurse has thirteen (13) weeks or more of continuous service they will be granted an Adoption Leave of up to thirty-seven (37) weeks within thirty-five (35) weeks after the child is born or comes into care of the parent.

- (c) Notwithstanding the foregoing, pregnancy, parental and adoption leave of absence shall be administered with the provisions of the Employment Standards Act.

12.04

#### Educational Leave

- (a) Educational leaves of absence without salary or loss of seniority may be granted to any nurse to enrol in post graduate certificate or degree courses or other educational or research programmes at the discretion of the immediate Supervisor.
- (b) Notwithstanding the provisions of (a) above the Employer is prepared to take into consideration such policies as may from time to time be approved by the President and Chief Executive Officer relative to continuing a nurse on salary, paying reasonable travel and living expenses or some combination of these expenses during the period of her/his attendance on an approved course. Such requests will not be unreasonably denied.
- (c) The Manager will confirm receipt and make a reasonable effort to respond to educational leave requests within ten (10) business days of the request being submitted.
- (d) Educational leave will be approved as per the corporate Education policy. Such requests will not be unreasonably denied.

12.05

- (a) President, O.N.A.

Upon application in writing by the Union to the Employer on behalf of a nurse, a leave of absence shall be granted to a nurse elected to the Office of President of the Ontario Nurses' Association for the duration of her/his term. During the leave of absence the nurse's salary and applicable benefits shall be maintained by the Employer and the Union

agrees to reimburse the Employer in the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the employer of her/his intention to return to work at least four (4) weeks prior to the date of return.

(b) Not more than two duly appointed delegates of the chartered local at one time shall be granted leave of absence without pay to attend conventions and/or meetings of the Union. A third representative may also request leave to attend the Annual Meeting subject to supervisor's approval.

(c) Board of Directors, O.N.A.

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of eighty (80) days for a Registered Nurse or forty (40) days for a Nurse Practitioner annually to attend their official meetings. During such leave of absence, the nurse'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 and applicable benefits.

A nurse taking leave under this provision shall give the Employer two (2) weeks notice prior to commencement of the leave indicating the duration of the leave. Such leave will not be unreasonably withheld but will be subject to staff availability and the continuation of the efficient operation of the Employer.

(d) Local Coordinator Leave

Where advanced written notice is provided, the Employer agrees to grant leaves of absence, without pay, to an employee who is elected to the position of Local Coordinator for the Ontario Nurses' Association, provided that any such leave does not unduly interfere with the due operation of the Employer. During such leaves of absence, the nurse' salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer for the full costs of such salary.

Nurses will receive service and seniority credit for all leaves granted under this Article.

## 12.06

### Jury and Witness Duty

If a full-time or part-time nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court or law in connection at a case arising from the nurse's duties at a former Employer, or is required to attend a coroner's inquest in connection at a case arising from, the nurse's duties with the Employer, or is required by subpoena to attend as a witness before the College of Nurses with respect to an incident that occurs within the Employer's workplace, the nurse shall not lose service/seniority or regular pay because of such attendance and shall not be required to work on

the day of such duty. The Employer shall pay such a nurse the difference between her/his normal earnings and the payment she/he receives for jury duty or as a Crown witness, excluding payment for travelling, meals or other expenses. The nurse will present proof of service and the amount of pay received on a form supplied by the Court.

Nurses called to serve jury duty and witness duty during a scheduled vacation period will be entitled to leave and will not have the period of jury or witness duty counted against their vacation entitlement.

12.07 Professional leave will be granted without pay and without loss of service and seniority for full-time and regular part-time nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

12.08 College of Nurses

A nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario, to a maximum of three (3) days, with supporting documentation.

Part-time nurses will be credited with seniority and service for all such hours paid as provided above for the purpose of writing such exams.

12.09 ONA Staff Leave

A nurse may be granted an unpaid leave of absence to work in a secondment or temporary staff position with ONA. The leave will not exceed twelve (12) months, and the nurse's service and seniority will continue to accumulate during the leave. Such request will not be unreasonably denied.

### **ARTICLE 13 - HOURS OF WORK**

The Employer does not guarantee to provide employment or work for normal hours or for any other hours.

13.01 Distribution of Part-Time Hours BEFORE Posting of Schedule

(a) The Employer agrees to schedule regular part-time nurses on an equal basis on the basis of seniority on the posted schedule for that department.

(b) Once all regular part-time nurses have been given the equal opportunity to work, extra hours will then be offered to regular part-time nurses on the basis of seniority until the senior regular part-time nurse has the number of shifts she wishes or is in an overtime position. The remaining available shifts will be offered to the next senior regular part-time nurse in the same manner and so on.



- (c) Additional shifts will be offered to casuals only after all regular part-time employees in that department have been offered the work.

13.02 Offering Extra Hours AFTER Posting of Schedule (Call-Ins)

- (a) After posting of the schedule, available hours will be offered subject to:
  - (i) Once all regular part-time nurses within a department have been given the opportunity to work, extra hours will then be offered to regular part-time nurses on the basis of seniority until the senior regular part-time nurse has the number of hours she wishes or is in an overtime position.
  - (ii) Additional shifts will be offered to casuals only after all regular part-time employees in that department have been offered the work.

13.03 Missed Shifts

Should a nurse be inadvertently missed on a call-in shift, he/she will be offered the next available shift that he/she is able to work.

13.04 Normal Hours

- (a) The normal hours of work for full-time nurses covered by this Agreement shall be thirty-seven and one-half (37½) hours per week and seven and one-half (7½) hours per day.
- (b) Any full-time nurse required to work on Saturday as part of her/his regular scheduled hours shall receive four (4) consecutive hours off during that week. The requirement to work Saturday will be distributed as equally as possible.
- (c) When a nurse is required to work Saturday or Sunday she/he shall be paid the greater of four (4) hours at her/his regular rate or for the hours actually worked.
- (d) Notwithstanding the limits on normal hours set out above, the following exceptions shall apply:
  - i) if the demands of space, workload, doctors' scheduling or other demands of operation require an extension of normal hours, the Employer reserves the right to change normal hours after consultation with the Union.
- (e) At least one-half (1/2) hour unpaid time will be allowed for lunch and one-half (1/2) hour unpaid time will be allowed for dinner when possible when a nurse is required to work the evening shift.
- (f) A fifteen (15) minute rest period shall be allowed mornings and afternoons. The time allowance from the workstation shall not exceed fifteen (15) minutes.

13.05 Flex Time

Normal hours of work per week for the Nurse Practitioner will be the same as for the other full-time nurses. However, because of the nature of the work, there will be flexible scheduling of hours in accordance with her/his patient load. Such flexing of hours must be implemented with the two (2) week pay period that the flexing occurs, so long as there is no detrimental impact to patient care. The Nurse Practitioner will adjust her/his schedule to compensate for the variations in that load.

13.06 Time in lieu

The parties recognize that it is an expectation that a Nurse Practitioner will be able to meet all of their duties and responsibilities within the normal course of their hours of work as described in Article 13.05. In the extraordinary circumstance that this is not possible the following provision shall apply:

- (a) The Employer and the Union agree that for purposes of overtime and time in lieu calculations, hours of work for Nurse Practitioners will be averaged over each two (2) week pay period.
- (b) In the event that a Nurse Practitioner is required to work overtime this will be discussed prior with their immediate Manager/Supervisor. Any time worked between seventy-five (75) and eighty (80) hours in a two (2) week pay period will be banked at the Nurse Practitioner's straight time hourly rate. Where a Nurse Practitioner works in excess of eighty (80) hours in a two (2) week pay period such time shall be banked at time and one half (1.5 hours) of the Nurse Practitioner's straight time hourly rate. Such time off will be taken at a mutually agreeable time between the Nurse Practitioner and their immediate Manager/Supervisor.

13.07 Cancellation of Nurses

- (a) The employer will notify a nurse of a change in the work schedule by five (5) p.m. the day before the nurse is to report for work.
- (b) A full-time or regular part-time nurse who is cancelled will be given the opportunity to bump the least senior casual nurse whose work she is qualified to perform where the impact on continuity of care is minimal.
- (c) If the nurse is cancelled without proper notice as outlined in (a) and (b) does not apply, the cancelled nurse shall be paid a minimum of three (3) hours' pay at her/his regular hourly rate.
- (d) The casual nurse who is cancelled without proper notice shall be entitled to a minimum of three (3) hours' pay at her/his regular hourly rate.
- (e) The Employer will make best efforts to cancel single or partial shifts, on the basis of seniority amongst qualified nurses in the department unless agreed otherwise by the Employer and the Union.

13.08 Overtime

- (a) Compensation at the rate of time and one-half (1½) the nurse's hourly rate will be paid for work in excess of thirty seven and one-half (37 ½) hours per week when authorized by the Supervisor. Nurses employed in the position of Nurse Practitioner (RNEC) are excluded from this Article.
- (b) In order to qualify for overtime pay the initial period of fifteen (15) minutes must be worked in full. Should further continuous overtime be required, such time will be paid to the nearest fifteen (15) minutes and will be computed on a daily basis.
- (c) The parties recognize that overtime is not considered a regular expectation of a position and will strive to minimize the amount of overtime worked. Where it is determined that a nurse is regularly working in excess of seven and one-half (7 ½) hours per day or thirty seven and one-half (37 ½) hours per week, the employer will seek to remedy the situation.

The employer will advise the union of their intent to discuss with a nurse the options for eliminating overtime in her/his position. This may include agreements for flex hours. The Union will be party to any agreements under this clause.

Should a mutually agreeable arrangement not be obtained, the employer reserves the right to rearrange the work in a manner that does not result in overtime.

13.09 Family Health Workers

- (a) Any weekend hours will in normal situations be pre-determined. Family Health Workers will notify their Supervisor of their intention to provide a service to a patient on a weekend.
- (b) The Family Health Worker will remain responsible for determining whether or not an emergency situation(s) arises and she/he must work the weekend, where work was not pre-determined.

13.10 Mileage

A car allowance at \$0.50/km will be effective upon ratification.

13.11 Scheduling

It is the responsibility of each nurse to promptly report to her/his Supervisor situations which affect their scheduling and/or their work.

13.12 When a nurse is unable to report for work or will be late for work, she/he will give as much notice as possible to her/his Supervisor.

13.13 (a) The Employer undertakes that schedules will be posted three (3) weeks in advance for a two (2) week period.

Any anticipated delay or change in the duration will be discussed in advance and agreed upon by the Union and the Manager of the department.

- (b) The Employer will discuss with the Union, through the Labour Relations Committee, any significant change to a master rotations.

#### **ARTICLE 14 - PAID HOLIDAYS**

- 14.01 (a) Nurses within the scope of this Agreement shall be paid a normal day's pay at their regular rate for each of the following Paid Holidays:
- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Family Day     | Thanksgiving Day |
| Good Friday    | Christmas Day    |
| Victoria Day   | Boxing Day       |
| Civic Holiday  | Canada Day       |
- (b) In the event that any of the Paid Holidays stated above fall on a Saturday or a Sunday a day will be substituted which will be selected by mutual agreement between the Employer and the Union. In the event that mutual agreement cannot be reached the final decision will be determined by the Employer.
- (c) In addition to holidays specified above each nurse shall be entitled to one (1) day off in recognition of both her/his birthday and Remembrance Day, for a total of two (2) days. Any such holiday will be taken on a mutually agreeable day during the calendar year in which the birthday falls, providing it is scheduled by September 1st of that year. If the day is not scheduled by that date, it will be assigned by the Supervisor.
- i) To qualify to be paid for a scheduled Paid Holiday a nurse must work her/his regular shift before and after such holiday unless she/he is on vacation, sick leave or regularly scheduled day off.
- ii) A nurse normally scheduled to work may be paid for the Paid Holiday listed above for which they qualify that fall within the first week of an unpaid leave of absence. If the period of leave exceeds one (1) week, there will be no payment for any Paid Holidays falling during that leave.
- (d) The Employer agrees to distribute as equally as possible among nurses long weekends which occur as a result of Paid Holidays falling on a Friday or Monday.
- (e) Nurses required to work on any of the Paid Holidays in 14.01(a) above shall be paid at the rate of time and one-half their regular rate in addition to a day's pay as provided above or time off in lieu at a time mutually agreeable to the nurse and the supervisor.
- (f) Should any of the Paid Holidays occur during a nurse's vacation period she/he shall receive an equivalent day off with pay at a time mutually agreeable to the nurse and the supervisor.

- (g) When the day before Christmas and the day before New Year's are regularly scheduled work days the Employer will cease normal activities at 1:00 p. m. Regular employees normally scheduled to work on these days will receive their regular pay for any hours scheduled but not worked as a result of such closing.

14.02 Regular Part-Time Nurses

- (a) For Paid Holidays not worked an amount will be paid equal to the average for the nurse's daily earnings exclusive of overtime for the days worked in the thirteen (13) week period immediately preceding the Paid Holiday.
- (b) When a nurse is required to work a Paid Holiday she/he shall be paid time and one-half for the hours worked plus her/his regular day.
- (c) An appropriate deduction from the amount calculated in (a) above will be made for the amounts paid for Paid Holidays on which the nurse was required to work.

Casual Nurses

14.03 When a casual part-time nurse is required to work on a Paid Holiday as defined for a regular full-time nurse she/he shall be paid time and one-half for the hours worked or four (4) hours at her/his regular rate, whichever is the greater.

- (a) When a nurse is required to work a Paid Holiday she/he shall be paid time and one-half for the hours worked plus her/his regular day.

**ARTICLE 15 - VACATIONS**

- 15.01 (a) Nurses will begin accruing at their next entitlement level on January 1<sup>st</sup> of the year of their increase in entitlement.
- (b) Recognizing staffing and coverage requirements vary across the organization, the Employer will make best efforts to approve in accordance with seniority, an employee's request to take up to four (4) weeks of preferred vacation time except under unusual circumstances.
- (c) Vacation requests will be granted on the basis of seniority.
- (d) In accordance with seniority, employees will request to take no more than three (3) weeks of the preferred vacation times except under unusual circumstances.
- (e) Preferred vacation times will be:

July, August  
Christmas Week

Where operationally feasible, during prime time, single days may be granted without counting as part of the vacation quota.

(f) Vacation Cancellation

It is understood and agreed by the parties that the Employer is under no obligation to grant the cancellation of the scheduled vacation once a rotation is posted, however, the Employer will consider a nurse's request to cancel her/his vacation if requested.

- (g) The parties agree that the nurses will submit their vacation requests by March 15 each year so that the Employer can post the vacation by April 1st of each year. Nurses will submit vacation requests for January 1<sup>st</sup> to April 30<sup>th</sup> by October 1<sup>st</sup> of the previous year so that the Employer can post the vacation by October 15<sup>th</sup>.
- (h) Prior to leaving on vacation nurses shall be notified of the day and time on which to report for work following their vacation.
- (i) Nurses will have access to the total number of vacation hours in their accrual banks. They will not be eligible to carry forward vacation except in special circumstances with approval of management. Such request shall not be unreasonably denied.
- (j) A nurse who is hired between January 1, and June 30 may elect to utilize up to 50% of her accumulated vacation before December 31 during her first year of employment at a time mutually agreeable to by the nurse and supervisor. Vacation entitlement in the second year of employment will be reduced by the amount of vacation taken in the first year.
- (k) When a nurse's employment is terminated for any reason other than for just cause, or when insufficient notice is given as specified in Article 20, payment for vacations earned but not taken will be paid.

15.02

(a) Vacation for Full-Time Registered Nurses

- (i) Nurses with one year or more of continuous service, but less than three (3) years of continuous services shall be entitled to three (3) weeks annual vacation with pay.
- (ii) Nurses with three (3) years of continuous service but less than thirteen (13) years of continuous service shall be entitled to four (4) weeks annual vacation with pay.
- (iii) Nurses with thirteen (13) years or more of continuous service but less than twenty-two (22) years of continuous service shall be entitled to five (5) weeks of annual vacation with pay.
- (iv) Nurses with twenty-two (22) years or more of continuous service shall be entitled to six (6) weeks of annual vacation with pay.
- (v) Nurses at twenty-five (25) years or more of continuous service shall be entitled to seven (7) weeks of annual vacation.

15.02

(b) Vacation for Full-Time Nurse Practitioners

- (i) Nurses Practitioners with one year or more of continuous service, but less than three (3) years of continuous services shall be entitled to four (4) weeks annual vacation with pay.
- (ii) Nurse Practitioners with three (3) years of continuous services, but less than thirteen (13) years of continuous service shall be entitled to five (5) weeks annual vacation with pay.
- (iii) Nurse Practitioners with thirteen (13) years of continuous services, but less than twenty-two (22) years of continuous service shall be entitled to six (6) weeks annual vacation with pay.
- (iv) Nurse Practitioners with twenty-two (22) years or more of continuous services shall be entitled to seven (7) weeks annual vacation with pay.

(c) Vacation for Regular Part-Time Registered Nurses

- (i) Nurses with one year or more of continuous service but less than three (3) years of continuous service shall be paid 6% of her/his previous year's earnings.
- (ii) Nurses with three (3) years of continuous service but less than thirteen (13) years of continuous service shall be paid 8% of her/his previous year's earnings.
- (iii) Nurses with thirteen (13) years or more of continuous service but less than twenty-two (22) years of continuous service shall be paid 10% of her/his previous year's earnings.
- (iv) Nurses with twenty-two (22) years or more of continuous service but less than twenty-five (25) years of continuous service shall be paid 12% of her/his previous year's earnings.
- (v) Nurses at twenty-five (25) years or more of continuous service shall be paid 14% of her/his previous year's earnings.

15.02

(d) Vacation for Regular Part-Time Nurse Practitioners

- (i) Nurses Practitioners with one year or more of continuous service but less than three (3) years of continuous service shall be paid 8% of her/his previous year's earnings.
- (ii) Nurses Practitioners with three (3) years of continuous service but less than thirteen (13) years of continuous service shall be paid 10% of her/his previous year's earnings.
- (iii) Nurses Practitioners with thirteen (13) years or more of continuous service but less than twenty-two (22) years of continuous service shall be paid 12% of her/his previous year's earnings.

- (iv) Nurses Practitioners with twenty-two (22) years or more of continuous service shall be paid 14% of her/his previous year's earnings.

15.03 Vacation Pay – Casual Part-Time Nurses

Casual nurses will be paid vacation pay on the basis of 6% of the previous year's earnings.

**ARTICLE 16 - SICK LEAVE AND LONG TERM DISABILITY**

16.01 Accumulation and Payment of Credits

An employee's sick leave entitlements will increase as their length of continuous service with the Group Health Centre increases. These sick leave entitlements will be credited every January 1<sup>st</sup> to be used during that calendar year as required, and any unused entitlement will not carry over from year to year. For Full-time employees, one (1) day will be equal to seven and one-half (7.5) hours. For part-time employees, one (1) day will be equivalent to one-fifth (1/5) of the employees regular weekly hours worked.

Continuous Service Period		Annual Entitlement at 100% of hourly rate	Annual Entitlement at 66% of hourly rate
From	Up to		
Date of Hire	1 year	7 days	-
1 year	5 years	10 days	110 days
5 years	10 years	12 days	108 days
10 years+		14 days	106 days

In the event that the supported illness or injury event continues beyond the exhaustion of their one hundred percent (100%) sick leave entitlements the employee will receive sixty-six percent (66%) of their hourly rate according to the table above for the duration of the supported illness or injury event. After this time, an employee may be eligible to apply for Long Term Disability benefits.

In cases where an employee has an extended illness or injury event and has exhausted all or part of their one hundred percent (100%) and sixty-six percent (66%) sick leave entitlements for previous illness or injury event(s) in that calendar year, the employer will reinstated the sixty-six percent (66%) sick leave entitlements up to a maximum of one hundred and twenty (120) days for the current illness or injury event for the purpose of bridging to LTD eligibility. *(Ex. Bertha, an employee of three (3) years, is sick for ten (10) days in January. In February Bertha requires surgery and six (6) months of sick leave. The employer will add ten (10) days to Bertha's sixty-six percent (66%) sick leave entitlement to bring her total to one hundred and twenty (120) days.)*

- 16.02 Annual sick leave credits are payable at a rate equal to either 100% or 66% of the nurse's regular earnings, per 16.01 above, when she/he is absent from



work due to illness or injury until her/his available sick leave credits have been utilized.

16.03 At the request of the nurse, nurses who are eligible for Workplace Safety and Insurance Board benefit payments for time lost will be paid by the Employer an amount equal to the difference between these payments and their regular expected wages. In such cases, there will be a deduction from the annual sick leave credits in an amount equal to the difference between the nurse's regular rate and the amount received from the Workplace Safety and Insurance Board.

16.04 All nurses' existing accumulated frozen sick banks shall contain the unused sick leave days credited to the nurse effective June 6, 2014, date of the transfer of the plan. By way of clarification, the Frozen Sick Bank Amount as at the date of ratification is detailed in the attached Schedule 1. An employee's Frozen Sick Bank Amount will be available to her/him as a payout upon retirement or termination, subject to any reductions as a result of Special Paid Leave or extension of the sick period pay at 100%. When an employee is discharged for just cause or fails to provide three (3) weeks notice of resignation she/he shall not be entitled to her/his Frozen Sick Bank Amount.

An employee with a supported illness or injury that requires them to be absent from work may request to utilize her/his Frozen Sick Bank Amount to top up the 66% otherwise payable under the current sick plan to regular earnings once the 100% sick leave payment entitlements have been exhausted.

Except as provided herein and as contemplated within Special Paid Leave, there will be no other payouts of accumulated sick leave credits or the Frozen Sick Bank Amount.

16.05 Transfer From Full-Time to Regular Part-Time or Casual Part-Time

On transfer from full-time to regular part-time and vice versa, or to casual part-time status and vice versa, a nurse shall retain her/his Frozen Sick Bank Amount for payout upon retirement or termination, subject to the conditions set out in Article 16.04. On transfer to casual part-time status access to annual sick leave entitlements will be lost, unless the transfer to casual status is a result of a layoff or displacement and in this case access to these entitlements will remain intact for the recall period.

16.06 Special Paid Leave

A nurse having completed at least six (6) years of continuous service June 6, 2014 who has, at January 1<sup>st</sup> of any year, a positive Frozen Sick Bank Amount to her/his credit may elect to take one special paid leave in that calendar year of up to 37.5 hours or the number of hours remaining in the nurse's Frozen Sick Bank based on the nurse's current rate, whichever is lesser, in consecutive days. If a nurse has a least 37.5 hours in her/his Frozen Sick Bank Amount at her/his current rate, the special paid leave must be taken as a full consecutive week. If a nurse elects to take a special paid leave, her/his Frozen Sick Bank Amount shall be reduced as of the commencement of such paid leave by the value of such leave at the nurse's current rate. Furthermore:

(a) The scheduling of annual vacations will take precedence over the scheduling of a special paid leave(s). Following April of each year

employees entitled to special paid leave may select the period~~(s)~~ of leave in conjunction with outstanding vacation and in a manner consistent with Article 15.

- (b) Scheduling of special paid leave will be subject to the reasonable staffing requirements of the Employer and shall otherwise conform to the conditions governing scheduling of annual vacations.

Except as provided herein there will be no further entitlement for special paid leave.

16.07 Return to Work

The Employer and the Union acknowledge that they are committed to a consistent and fair approach to meeting the needs of disabled workers, and to facilitating their return to work that is safe, meaningful and valuable to the Employer whenever reasonably possible, and at all times consistent with the provisions of all applicable law.

Without limiting the generality of the foregoing, it is hereby agreed as follows:

- (a) Provided they are able to return, nurses will return from sick leave or from W. S. I. B. benefits to their former positions.
- (b) The Employer will notify the Bargaining Unit President of the ONA bargaining unit of the name of any nurse who is off work due to a work-related injury or a claim under the LTD plan.
- (c) Prior to any nurse returning to work on a modified work programme, the Employer will notify the Bargaining Unit President of the ONA bargaining unit of the name of any such nurse and will meet with the nurse, a member of the local Union executive, and a staff representative of the Union to discuss the modified work programme. The unavailability of the ONA staff representative will not delay such meeting nor delay the return to work of the nurse.
- (d) The Employer agrees to provide the nurse and the president of the local union executive a copy of Form 7 at the same time it is forwarded to the Workers' Safety and Insurance Board.

- 16.08 (a) The Employer agrees to maintain a long-term disability plan equivalent to that provided by a contract effective April 1, 1974 with the North American Life Assurance Company;

The plan provides a benefit equivalent to 60% of monthly earnings subject to a maximum of \$3,800 per month. Benefits commence following a 120 day elimination period.

**ARTICLE 17 - HEALTH PROGRAM**

17.01 Immunization, X-Ray and Laboratory Procedures

A nurse who, in the opinion of a physician, requires any of these procedures

for any purpose specifically related to her/his work will have the services provided or when necessary, paid for by the Employer when they are not available through some public authority or through insurance in force on the nurse.

## **ARTICLE 18 - BENEFIT PLANS**

### 18.01 Group Life Insurance

- (a) The Employer agrees to maintain group life coverage on all nurses covered by this Agreement in a principal sum of the nearest one thousand dollars (\$1,000) above twice their annual salary at no cost to the nurses.

### Pension Plan

- (b) Nurses enrolled in the Group Health Centre's pension plan shall maintain their enrolment in HOOPP subject to its terms and conditions. New nurses not yet eligible for membership in the plan shall as a condition of employment enrol in HOOPP when eligible in accordance with its terms and conditions.
- (c) If possible, nurses will provide the Employer with sixteen (16) weeks written notice prior to commencement of retirement.

### 18.02 Other Coverage

For those employees who regularly work seventy-five percent (75%) or more of regular full-time hours, the Employer will provide:

- (a) the employer will pay the Employee Health Tax;
- (b) payment of 100% of the appropriate premium of an out of country emergency travel assistance plan;
- (c) payment of 100% of the premium or benefit of a prescription drug plan;
- (d) payment of 100% of the premium or benefit for an optical plan. The optical plan provides eye glasses or \$150. 00 towards contact lenses (maximum \$30. 00 for frames).

In addition to the above vision care will include one eye exam per insured person every 24 months.

- (e) Payment of 100% of the premium for a dental plan equivalent to Blue Cross Plan No. 9, effective on date of ratification A rider will be added to the plan to provide for crown and bridge benefits of 50% co-insurance, shared risk basis.
- i) ODA fee schedule will be based on the current less two years ODA rates.

- ii) orthodontic coverage to a lifetime maximum of \$2000.00 per insured on a 50% co-payment basis.
- (f) Physiotherapy coverage to a maximum of \$400 per benefit year per insured person. The Group Health Centre will self-insure the benefit with the understanding that the service will be provided by the Physiotherapy Department of the Group Health Centre.

It is further understood that in the event that Physiotherapy services are no longer available at the Group Health Centre, the Employer will pay for charges associated with Physiotherapy Services from any provider up to a maximum of \$400 per benefit per insured.

- (g) Orthotic coverage to a maximum of \$250 per year per insured. (agreed)
- (h) coverage to a maximum of \$500 per year per insured for the services of a Chiropractor or Registered Massage Therapist or Chiropodist. Coverage for the services of one, two, or three of the above Health Care Providers is not to exceed a combined total of \$500 per year per insured.

18.03 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter.

The Employer will provide a benefit booklet to a nurse who first becomes eligible for benefits.

18.04 Part- Time Health and Welfare

- (a) Life Insurance: The Employer agrees to maintain group life coverage on all regular part-time nurses covered by this Agreement in a principal sum of the nearest one thousand dollars (\$1,000) above twice their estimated annual salary at no cost to the nurse.
- (b) Other Coverage: The benefits and conditions of Article 18.02 apply to regular part-time nurses but will be pro-rated in the following manner:

The hours paid to the individual regular part-time nurses during the preceding calendar year will be expressed as a percentage of the regular full-time hours scheduled in the same period. The percentage will then be applied to the cost to obtain the nurse's benefit. For new nurses or nurses taking a new position, an estimate of four (4) months expected hours to be worked will be used in the calculation.

- (c) Regular part-time employees who regularly work more than twenty-five (25) hours per week and who are otherwise eligible as defined by the Plan, will be entitled to participate in the Long Term Disability Plan.

18.05 Malpractice/Professional Liability Insurance

The Employer agrees to communicate to Registered Nurses and Nurse

Practitioners information on the Malpractice/Professional Liability Insurance carried by the Employer. This will be done on a yearly basis and communicated to new staff at the time of hiring.

## **ARTICLE 19 - MISCELLANEOUS**

19.01 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 nurses providing, however, no material shall be displayed which in the opinion of the Employer is detrimental to its interests.

### 19.02 Technological Change

The Employer will notify the Union in advance, so far as practical, of any technological change(s) which is introduced and will significantly change the status of the nurse.

19.03 The Employer will discuss with the Union ways and means of minimizing adverse effects, if any such change may have, on the nurse concerned.

19.04 Technological change shall mean the introduction of technological equipment or a change in work methods directly resulting from the implementation and utilization of technological equipment.

19.05 An employee shall be deemed to be adversely affected if the technological equipment to be used by an incumbent or the resulting work methods affects their ability to carry out the job functions and responsibilities of the job as established prior to its introduction.

19.06 Where new skills are required due to the introduction of technological change, the Employer shall attempt to provide the necessary training and development in order that the incumbent can continue the duties of the job. Consideration will be given by the Employer to the degree of development required, time constraints for filling the position and obtaining the new skills. Whenever possible, the training shall be given during regular working hours.

19.07 Should a nurse be laid off due to technological change, the nurse will be advised at the earliest reasonable time and Article 11.03 and 11.04 will apply.

### 19.08 Casual Part-Time Nurses

The Collective Agreement covering full-time nurses is applicable to casual part-time nurses except for the following Articles and clauses:

Article 11: 11.01, 11.03, 11.05, 11.06

Article 12

Article 20

Article 24.04

Article 13.01 (a) (b)

Article 16.01 – 16.04, 16.06, 16.07

Article 18.01 – 18.04

Article 14.01

Article 15.02

- 19.09 Prior to effecting any changes in rules or policies which affect nurses covered by this agreement, the Employer will discuss the changes with the Union and provide copies to the Union.

## **ARTICLE 20 - NOTICE OF TERMINATION**

- 20.01 On resignation the nurse shall give to the Employer the following notice served personally or by Registered Mail except in extenuating circumstances:
- (a) two (2) weeks' notice if the nurse's period of employment is less than one (1) year;
  - (b) three (3) weeks' notice if the nurse's period of employment is two (2) years or more.

## **ARTICLE 21 - PROFESSIONAL RESPONSIBILITY**

- 21.01 The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner within the context of the nurse's professional responsibility. In particular, the parties encourage nurses to raise any issues that negatively impact their workload or patient care, including but not limited to:

- Gaps in continuity of care
- Balance of staff mix
- Access to contingency staff
- Appropriate number of nursing staff

In the event that the Employer assigns a workload to an individual nurse or group of nurses such that she/he have cause to believe that she/he are being asked to perform work that is not consistent with proper patient care, she/he shall:

- (a)
  - i) At the time the workload issue occurs, discuss the issue within the unit or department manager to develop strategies to meet patient care needs using current resources.
  - ii) Failing resolution of the workload issue at the time of occurrence or if the issue is ongoing the nurse(s) will discuss the issue with her or his Manager or designate on the next day that the Manager (or designate) and the nurse are both working or within five (5) working days whichever is sooner.
  - iii) At the earliest opportunity (or before fifteen (15) calendar days) the nurse will complete the ONA Professional Responsibility Workload Report (including suggested remedial action for the issue) and submit this to the manager and required ONA representatives.

The manager (or designate) will provide a written response on the ONA/Employer Professional Responsibility Workload Report

Form (or attach correspondence whether in electronic or letter format) to the nurse(s) within ten (10) calendar days of receipt of the form. A copy of the form shall be given to the Clinical or Unit manager and the Bargaining Unit President as indicated on the form itself. The Manager in receipt of the form will notify any member of the Labour Management Consultation Committee of its submission.

The Chairman of the Labour Management Consultation Committee shall convene a meeting of the Labour Manager Consultation Committee within thirty (30) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

- iv) Every effort will be made to resolve workload issues at the unit or department level. A Union representative shall be involved in any resolution discussions at the unit level. The discussions and actions will be documented.
  - v) Failing reasonable attempts to resolve the complaint within thirty (30) calendar days of the meeting of the Labour Management Consultation Committee, the complaint shall be forwarded to an Independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Employer and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
  - vi) The Assessment Committee shall set up a date to conduct a hearing into the complaint within fifteen (15) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
- (b) i) The list of Assessment Committee Chairpersons is attached as Appendix 1

The parties agree that should a Chairperson be required, the Employer and the Ontario Nurses' Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided will be the top name on the list of Chairpersons who has not been previously assigned.

Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she/he would not be suitable due to connections with the Employer or community, the next person on the list will be approached to act as Chairperson.

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

## **ARTICLE 22 - ASSIGNMENT OF BARGAINING UNIT WORK**

22.01 Employees excluded from the bargaining unit shall not perform work normally performed by the nurses in the bargaining unit except for the purpose of instruction, experimenting, or emergencies when regular employees are not available. This restriction does not apply to overlapping work as Physician's Assistants currently performed by Registered Practical Nurses.

## **ARTICLE 23 - CONTRACTING OUT**

23.01 The parties agree for the term of this Agreement there shall be no contracting out by the Employer of work or services of a kind now performed by employees covered by this Agreement.

## **ARTICLE 24 - WAGES**

Retroactively will be made within two (2) pay periods of the ratification of this agreement.

The following salary scale will be in effect on the following dates:

	1.5%	1.5%
Registered Nurse	April 1, 2018	April 1, 2019
Year 1	31.60	32.07
Year 2	33.72	34.23
Year 3	35.83	36.37
Year 4	37.94	38.51
Year 5	40.05	40.65
Year 6	42.13	42.76

	1.5%	1.5%
Registered Nurse Lead	April 1, 2018	April 1, 2019
Year 1	33.20	33.67
Year 2	35.32	35.83
Year 3	37.43	37.97
Year 4	39.54	40.11
Year 5	41.65	42.25
Year 6	43.73	44.36



	2%	2%
Nurse Practitioner	April 1, 2018	April 1, 2019
Year 1	46.22	47.14
Year 2	48.34	49.31
Year 3	50.47	51.48
Year 4	52.60	53.65
Year 5	54.73	55.82
Year 6	56.85	57.99

24.01 The rates for nurses who hold a Provisional or Temporary Certificate of Registration shall be \$40.00 per month less than the rate in Article 24.

One year on the salary scale equates to 1950 regular hours paid for full-time employees, and to 1750 regular hours paid for part-time and casual employees.

24.02 Relieving in a Higher Grade

A nurse who is detailed to relieve a Supervisor for one or more shifts shall be paid an additional one dollar and sixty cents (\$1.60) per hour for the whole period of relief.

24.03 A nurse who successfully applies for a position with additional responsibilities, for example 'Coordinator', shall be paid an additional one dollar and sixty cents (\$1.60) per hour.

24.04 Previous Experience

Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring. Once established consistent with this provision, credit for recent related experience will be retroactive to the nurse's date of hire. The nurse shall co-operate with the employer by providing verification of previous experience so that her or his recent related clinical experience may be determined and evaluated during her or his probationary period. Having established the recent related clinical experience, the employer will credit a new nurse with one (1) annual service increment for each year of experience up to the maximum of the salary grid.

24.05 Pay days shall be every second Friday. Should a Paid Holiday fall on that day then the preceding day shall be payday.

24.06 The Employer will show on the cheque stub the hours worked, the nurse's gross earnings, date of pay period, all deductions, and net earnings.

(a) To qualify for payment as a registered nurse proof of registration must be presented.

(b) The registered nurse will provide proof of registration to the Supervisor by February 15 of each year. Failure to present proof will result in the nurse reverting to the salary status of a nurse who holds a Provisional Certificate or Temporary Certificate of Registration as referred to in Article 24.01 Reinstatement to the status of registered nurse will be

effective from the date of presentation of proof of registration to the Supervisor.

- 24.07 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. The Employer will also provide the Union with any available information on the job posting, job profile, and salary scale of the classification. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Employer and duties and responsibilities involved.

## **ARTICLE 25 - DURATION OF AGREEMENT**

- 25.01 This Agreement shall continue in effect until March 31, 2020 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of termination or desire to amend the Agreement. Such notification will be made within 90 days of the expiry of this Agreement or any other renewal period.

### 25.02 Arbitration

In the event that the Union or Employer elects to modify or amend this Agreement and give notice to bargain in accordance with the Agreement, the parties agree that the Union or Employer may at any time after notice to bargain, invoke the provisions of Section 40 of the Labour Relations Act by notifying the other party in writing of its desire to submit to arbitration the negotiation of a new Agreement. The notice shall contain the name of their appointee to an Arbitration Board. The other party shall within five (5) days thereafter advise the Applicant of the name of its appointee to the Arbitration Board. The notice of desire to submit to arbitration by either party read in conjunction with this Article shall create an irrevocable agreement in writing to refer all matters remaining in dispute between the parties to Arbitration as contemplated by Section 40, notwithstanding the expiry of this Collective Agreement.

The two (2) appointees so selected shall appoint within five (5) days of the appointment of their respective appointee a third person who shall be chairman. If either party fails to appoint an appointee or if the two (2) appointees fail to agree upon a chairman, the appointment shall be made in either event by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the matter and shall issue a decision setting forth the new Collective Agreement and the decision

shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the chairman shall govern.

Each of the parties shall bear the expense of the appointee appointed by or for it and the parties shall share equally the expense, if any, of the chairman. If a person ceases to be a member of the Board of Arbitration by reason of his resignation, death or otherwise before it has completed its work, the party shall within five (5) days appoint a new member in his place provided that if the chairman is unable to carry out his duties a new chairman shall be appointed in accordance with the provisions of this Article within five (5) days of his withdrawing.

The Board of Arbitration shall examine into and decide on matters that are in dispute and any other matters that appear to the Board necessary to be decided in order to conclude a Collective Agreement between the parties.

In the event that the provisions of this Article are invoked then the provisions of this Collective Agreement shall remain in full force and effect beyond the expiry date of the new Collective Agreement until the effective date of the new Collective Agreement is determined by the Board of Arbitration. The Board of Arbitration shall provide that the new Collective Agreement shall be fully retroactive to the expiry date of the previous Agreement.

**SIGNING PAGE**

Dated at Sault Ste. Marie, Ontario, this 16<sup>th</sup> day of July, 2019.

FOR THE EMPLOYER

"Steve Rainey"

"Darren Fetterly"

"Jordana Namespetra"

"Alex Lambert"

\_\_\_\_\_

FOR THE UNION

"Diana Kutchaw"  
Labour Relations Officer

"Lisa Dallaire"

"Diana Guzzo"

"Natalie Cameron"

"Denise Moss"

**APPENDIX 1 - LIST OF PROFESSIONAL RESPONSIBILITY  
ASSESSMENT COMMITTEE CHAIRPERSONS**

The following nurses have allowed their name to stand as Chairpersons - Nursing Assessment Committee Chairpersons.

Ms. Anitta Robertson  
Registered Nurses Association of Ontario  
488 University Avenue, Suite 1600  
Toronto, ON M5G 2K8  
Telephone: (416) 599-1925, ext. 216  
Fax: (416) 599-1926  
E-mail: [aanddrobertson@sympatico.ca](mailto:aanddrobertson@sympatico.ca)

Ms. Eleanor Plain  
1684 Middle Road  
Kingston, ON K7L 5H6  
Telephone: (613) 549-3219  
Email: [eleanor.plain@sympatico.ca](mailto:eleanor.plain@sympatico.ca)

**LETTER OF UNDERSTANDING**

Between:

**SAULT STE. MARIE AND DISTRICT GROUP HEALTH ASSOCIATION**  
(hereinafter called the "Employer" of the first part)

And:

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Union" of the second part)

Re: Retirement Benefits

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A nurse who is fifty-five (55) years of age and with twenty (20) years of seniority shall become eligible to receive the following retirement benefits: Dental, Prescription Drugs.

The Centre will pay 100% of the costs to provide the retirement benefits.

Retirement benefit coverage is available to the nurse providing the nurse is without accessibility to coverage elsewhere and is in receipt of a Group Health Centre pension.

A nurse will remain eligible until she/he is sixty-five (65) years of age or has accessibility to coverage under any other plan.

Dated at Sault Ste. Marie, Ontario, this 16<sup>th</sup> day of July, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Steve Rainey"

"Diana Kutchaw"  
Labour Relations Officer

"Darren Fetterly"

"Lisa Dallaire"

"Jordana Namespetra"

"Diana Guzzo"

"Alex Lambert"

"Natalie Cameron"

\_\_\_\_\_

"Denise Moss"

**LETTER OF UNDERSTANDING**

Between:

**SAULT STE. MARIE AND DISTRICT GROUP HEALTH ASSOCIATION**  
(hereinafter called the "Employer" of the first part)

And:

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Union" of the second part)

Re: Job Sharing

---

The introduction of job sharing arrangements will be subject to mutual agreement between the Union and the Employer. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

Dated at Sault Ste. Marie, Ontario, this 16<sup>th</sup> day of July, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Steve Rainey"

"Diana Kutchaw"  
Labour Relations Officer

"Darren Fetterly"

"Lisa Dallaire"

"Jordana Namespetra"

"Diana Guzzo"

"Alex Lambert"

"Natalie Cameron"

\_\_\_\_\_

"Denise Moss"

**MEMORANDUM OF SETTLEMENT**

Between:

**SAULT STE. MARIE AND DISTRICT GROUP HEALTH ASSOCIATION**  
(hereinafter called the "Employer" of the first part)

And:

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Union" of the second part)

Re: Scheduling Practices

---

The parties agree to review and discuss current scheduling practices (at the Labour Relations Committee) and trial new scheduling processes recognizing the needs of the employees as well as the operational needs of the organization.

Dated at Sault Ste. Marie, Ontario, this 16<sup>th</sup> day of July, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Steve Rainey"

"Diana Kutchaw"  
Labour Relations Officer

"Darren Fetterly"

"Lisa Dallaire"

"Jordana Namespetra"

"Diana Guzzo"

"Alex Lambert"

"Natalie Cameron"

\_\_\_\_\_

"Denise Moss"