

COLLECTIVE AGREEMENT

between

LEEDS & GRENVILLE COMMUNITY FAMILY HEALTH TEAM (LGCFT)

AND

ONTARIO NURSES' ASSOCIATION

Expiry date: March 31, 2021

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and all other conditions of employment are established by mutual agreement. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible community health services.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer (Leeds & Grenville Community Family Health Team LGCFHT) recognizes the Ontario Nurses' Association as the bargaining agent of all Registered and Graduate Nurses engaged in a nursing capacity by Leeds & Grenville Community Family Health Team (LGCFHT) save and except the Supervisors and persons above the rank of Supervisor.
- 2.02 The term "Employer" provided throughout this Agreement will mean Leeds & Grenville Community Family Health Team (LGCFHT).

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Association recognizes that the Employer has retained and shall possess and exercise all rights, functions, powers, privileges and authority that it possessed prior to the execution of this Collective Agreement except those that are expressly and specifically relinquished or restricted in this Collective Agreement.
- 3.02 The Employer shall not exercise its management rights in such a way as to be in violation of a specific provision of this Collective Agreement.
- 3.03 The Association recognises and acknowledges that the management of the Employer's operation and direction of the employees are fixed exclusively with the Employer and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency
 - (b) hire, assign, promote, demote, classify, transfer, layoff or recall , direct, suspend employees, and to discipline or discharge any employee provided that a claim by an employee that he/she has been discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine in the interest of efficient operation and high standards of service, the hours of work, work assignments and locations, methods of doing the work, make, enforce, and alter from time and to time, rules and regulations to be observed by the employees, provided that they are not inconsistent with this Agreement, and
 - (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the

control of materials and parts, the methods and techniques of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof.

ARTICLE 4 - DEFINITIONS

These definitions shall not alter the current bargaining unit composition outlined in Article 2.01.

- 4.01 A full-time nurse will be scheduled to work seventy-five (75) hours in a two week pay period. The Employer will endeavour to schedule a full-time nurse Monday to Friday, subject to operational requirements. Should the Employer change the work week from Monday to Friday the parties will meet to discuss the change in working conditions, if any.
- 4.02 A part-time nurse will provide the Employer with a commitment to work up to three (3) tours per week. A part-time nurse will also indicate the other tours on which she is available to work and shall be prepared to work should the need arise, unless the nurse provides twenty-four (24) hours advance notice that she is no longer available.
- 4.03 A casual nurse has no commitment to the Employer and the Employer has no commitment to the casual nurse. A casual nurse will provide availability for tours of duty. Where there is a part-time nurse available, then such part-time nurse shall receive additional work before a casual nurse is utilized. A casual nurse has the option of refusing work when it is made available to her; however it is also understood that such nurse cannot unreasonably or consistently refuse to work shifts,
- 4.04 A 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. A registered nurse is required to present her current Certificate of Competence to the Executive Director or designate upon renewal.
- 4.05 A temporary registered nurse is a nurse who has met all requirements for the General Class of Registration with the College of Nurses of Ontario but who has not written the registration examination or is awaiting results. Temporary registration is revoked if the nurse fails to successfully complete the registration examination within six (6) months. Temporary registration lasts six (6) months, at which time the nurse must have passed the exam or must stop practicing nursing. The registration is terminated if the nurse fails the exam.
- This definition will be interpreted as applied by the College of Nurses of Ontario and this definition will also be subject to any changes made by the College of Nurses of Ontario.
- 4.06 The word "nurses" as when used throughout this Agreement shall mean persons included in the bargaining units outlined in Article 2.01.
- 4.07 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used it may also be deemed to mean the plural.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Association, activity or lack of activity on behalf of the Association or by reason of exercising her rights under the collective agreement or any applicable legislation.
- 5.02 The Association agrees that there will be no Association activity, solicitation for membership or collection of Association dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this agreement.
- 5.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation, disability, or any other factor which is not pertinent to the employment relationship.
- 5.04 The parties agree that sexual harassment by any person employed by the Employer will not be tolerated in the workplace.

Sexual harassment is defined as:

- (a) Inappropriate touching, including touching which is expressed to be unwanted.
- (b) Suggestive remarks or other verbal abuse with a sexual connotation.
- (c) Compromising invitation.
- (d) Repeated or persistent leering at a person's body.
- (e) Demands for sexual favours.
- (f) Sexual assault.

Grievances under this clause will be handled with all possible confidentiality and dispatch.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

- 6.01 The Association agrees that there will be no strikes and the Employer agrees that there will be no lock-outs so long as this agreement continues to operate. The meaning of the words "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer will deduct from each nurse covered by this agreement an amount equal to the regular monthly Association dues designated by ONA.

- 7.02 Such dues shall be deducted monthly and, in the case of newly employed nurses, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time nurse in a month in which the nurse does not work.
- 7.03 The Association shall notify the Employer in writing of any changes in the amount of such regular Association dues at least one month prior to the effective date of such change.
- 7.04 The Employer will send to the Association monthly, its cheque for the dues so deducted, along with the list of the names and amount of such deductions for each nurse. The list shall show terminations, new hires, leaves of absences in excess of thirty days, and the social insurance number. A copy of this list will be sent to the Association.
- 7.05 The Association shall indemnify and save the Employer harmless from any claims from nurses as a result of dues having been collected in accordance with the terms of this agreement.
- 7.06 It is understood and agreed that the Employer has the responsibility for the deduction of dues.
- 7.07 The Employer shall provide each nurse with a T4 slip, showing the dues deducted in the previous year for income tax purposes.
- 7.08 Where voice mail exists at the Employer and the system has the capacity to accommodate the amount and type of communication requested, the Employer will co-operate in the provision of access by the Association to the system by providing a mailbox for ONA, for the sole purpose of notification of members regarding Association related matters. No nurse will be reprimanded for leaving a message on a nurse'(s) or team's voice mail when such message pertains to notification regarding Association related matters. The Association shall abide by the procedures established for the system. There shall be no additional cost to the Employer.

ARTICLE 8 - REPRESENTATIVES AND COMMITTEES

- 8.01 Nurse Representatives
The Employer agrees to recognize two (2) nurse representatives for the purpose of dealing with grievances and conducting Association interviews.
- 8.02 During the orientation period of newly hired nurses, a nurse representative will be allowed up to fifteen (15) minutes during regular working hours to acquaint them with the Association. These interviews shall be scheduled in advance at a time mutually agreeable to the parties.
- 8.03 Grievance Committee
The Employer agrees to recognize a Grievance Committee with two (2) nurse representatives for the purpose of meeting with the Employer in the grievance procedure.

8.04 Association-Management Committee

There shall be an Association-Management Committee comprised of two (2) nurse representatives and the Employer representatives. The Committee shall meet every two months unless otherwise mutually agreed. Agenda items to be discussed shall be exchanged in writing at least five calendar days prior to the meeting. Meetings of this Committee will be to discuss matters of mutual concern, matters relating to the Employer nursing or matters relating to the interpretation or administration of the Agreement. The Committee shall promote and provide for effective and meaningful communication.

8.05 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee with two (2) nurse representatives for the purpose of negotiating renewals of the collective agreement.

8.06 Occupational Health & Safety Committee

The parties agree to comply with the Occupational Health and Safety Act and any other federal, provincial or municipal health and safety legislation and regulations.

Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, one representative selected or appointed by the Association from the bargaining unit.

Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions relating to occupational health and safety.

Meetings shall be held every third month or more frequently if mutually agreed. The Committee shall maintain minutes of all meetings and make the same available for review.

8.07 The Association shall keep the Employer notified in writing of the names of the current nurse representatives, committee members and any other officers of the local Association who are employed by the Employer.

8.08 The parties recognize that a nurse representative has the responsibility to perform her regular duties and to represent employees on Association business. If a representative must leave her regular duties for any period of time in order to attend to Association business she will coordinate the time needed to fulfil these duties with her supervisor. Upon completion of her business the representative will inform her supervisor that she has returned.

8.09 Representatives of the Association shall not lose regular earnings as a result of attending grievance or labour management meetings during regularly scheduled hours of work. The Employer shall be required to pay nurses on the Negotiating Committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including conciliation (except for those nurses involved on a central bargaining team, where the Employer will pay up to and including conciliation). The Employer shall not be required to pay nurses on the Grievance Committee, or the grievor, for time spent at arbitration hearings.

- 8.10 The Association Committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association. The Employer shall also have such rights.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

- 9.01 A grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this agreement.
- 9.02 It is the mutual desire of the parties that complaints and differences be dealt with in a quick fashion. A nurse will discuss her complaint with her supervisor within seven (7) calendar days after the circumstances have occurred or ought reasonably to have come to the attention of the nurse. The supervisor shall reply within five (5) calendar days. If the matter is not resolved, it shall be taken up as a grievance.

Step 1

The written grievance shall be submitted to the Executive Director or designate, within ~~five (5)~~ **seven (7)** calendar days of the supervisor's reply. A meeting may be held to pursue a settlement of the grievance. A reply shall be given within ten (10) calendar days of receipt of the grievance. The parties may have representatives from outside.

- 9.03 Should the matter not be resolved, it shall be referred to arbitration within ten (10) calendar days of reply. The parties will first consider and thus may agree upon a sole arbitrator to hear the matter. If there is no agreement, then the parties shall notify one another in writing within a further ten (10) calendar days, of the name of their respective nominee. Such nominees shall select a chair within a further ten (10) calendar days. Should the parties or the nominees where applicable not be able to agree on the chair, then the Minister of Labour for the Province of Ontario shall appoint the chair.
- 9.04 The arbitrator shall not be authorized to make a decision inconsistent with the provisions of this agreement, nor to alter, add to, or amend any part of this agreement.
- 9.05 The proceedings will be expedited by the parties. There shall be a meeting at least forty-five (45) calendar days prior to the scheduled hearing day to once again attempt to resolve the matter. If the matter is still not resolved, then the parties may agree to a Statement of Facts prior to the hearing.
- 9.06 All agreements reached under the grievance and arbitration procedure by the parties shall be final and binding on the parties for that grievance.
- 9.07 Each of the parties will share equally the fees and expenses of the arbitrator.
- 9.08 Policy Grievance
- A grievance arising between the Union and the Employer shall proceed to Step 1 within ten (10) calendar days of the circumstances giving rise to the grievance, or ought reasonably to have come to the attention of the Union.

9.09 Group Grievance

When a group of nurses have similar grievances and each nurse would be entitled to grieve separately, they may present a group grievance identifying with each nurses' signature who is grieving to the Director, or designate, within ten (10) calendar days of the circumstances that gave rise to the grievance or ought reasonably to have come to the attention of the nurses. The grievances shall then be treated as being initiated at Step 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.10 Discharge/Suspension Grievance

The Employer agrees that it will only suspend and discharge for just cause. The Employer agrees to provide written reasons within a reasonable time to a nurse who has been discharged. These grievances will be filed at Step 1 within ten (10) calendar days of such occurrence, or ought reasonably to have come to the attention of the nurse.

9.11 The time limits set out in the Grievance and Arbitration procedure herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, subject only to the provisions of section 48 (16) of the Ontario Labour Relations Act.

ARTICLE 10 - SENIORITY

10.01 Job Security

- (a) Seniority for full-time nurses shall be defined as length of service with the Employer since date of last hire. A full-time year is 1950 paid hours.
- (b) Seniority for part-time nurses shall be based on paid hours accumulated since date of last hire. It is recognized that fifteen hundred (1,500) hours paid will be the new equivalent to equal one (1) year of full-time service.

10.02 The probationary period for full time and part-time nurses shall be four hundred fifty (450) hours. With the written consent of the Employer, the probationary nurse, and an Association representative, such probationary period may be extended. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration unless the probationary nurse is released for reasons which are arbitrary, discriminatory or in bad faith.

10.03 A nurse who transfers from full-time to part-time status or vice versa shall not be required to serve a probationary period where she has previously completed a probationary period. Where no such probationary period has been served, the number of hours worked immediately preceding the transfer shall be credited towards the probationary period.

10.04 The Employer will keep up to date separate seniority lists for full-time, part-time and casual nurses and supply copies of the current lists to the Association twice a year, in the months of January and July, and prior to any layoff.

The Employer will also post these lists in a conspicuous place at the time they are forwarded to the Association.

Any employee alleging an error on the seniority list shall provide written notice of such alleged error to the Employer within twenty (20) working days of the posting of the seniority list, failing which seniority hours shall be deemed accurate. The parties agree that the Bargaining Unit President or designate must review the seniority list prior to its posting.

10.05 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:

- (a) On an approved leave of absence with pay;
- (b) When on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;
- (c) When in receipt of sick leave;
- (d) When in receipt of Workplace Safety and Insurance benefits for an injury sustained while in the employ of the Employer;
- (e) When on pregnancy/parental/adoption leave in accordance with the Employment Standards Act.

10.06 Seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions:

- (a) When on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
- (b) When on layoff of up to 24 months;
- (c) When absent on account of accident or illness non Employer work related and not in receipt of sick leave credits.

10.07 Seniority shall be lost and an employee considered terminated when a nurse is absent from work under the following conditions:

- (a) Retirement;
- (b) Resignation;
- (c) Discharge which is not overturned by the grievance/arbitration procedure;
- (d) Laid off for more than 24 months;
- (e) Fails, upon being notified of a recall, to signify her intention to return within five (5) calendar days after she has received her notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the employee and Employer;
- (f) Fails to report to work as scheduled at the end of leave of absence, vacation or suspension unless there is a reasonable explanation given to the

Employer, or utilizes a leave of absence for purposes other than that for which the leave was granted;

- (g) Is absent from scheduled work for a period of three (3) or more consecutive days without notifying her immediate manager of such absence and providing a satisfactory reason.

10.08 A nurse's full seniority and service shall be retained by the nurse in the event that she is reclassified from full-time to part-time or in the event she moves from casual to part-time or vice versa. A nurse whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of fifteen hundred (1,500) hours paid for each year of full time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one year of seniority or service for each fifteen hundred (1,500) hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

10.09 Positions Outside the Bargaining Unit

Any nurse who takes a management position for any reason shall have her seniority frozen at the time of exit to the management position. Upon return, if such return is within three (3) months unless a longer duration is mutually agreed by the Association and the Employer, such seniority will be reinstated and accumulation will again commence.

10.10 Protection of Bargaining Unit Work

The Employer shall not assign work normally performed by members of this bargaining unit to persons outside the bargaining unit, to the point that it directly results in the termination, layoff or reduction in normal hours of any bargaining unit member.

10.11 Layoff and Recall

- (a) In the event of a layoff, the Employer shall lay-off nurses in reverse order of seniority, within the team, and then in reverse order of seniority within the bargaining unit provided the nurses remaining are qualified to perform the available work. Probationary nurses shall be laid-off first, followed by the most junior nurses. Layoff and recall rights of full-time nurses shall be separate from part-time nurses.
- (b) Nurses shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Association.
- (c) No reduction in the hours of work shall take place to prevent or reduce the impact of layoff.
- (d) A nurse on layoff will be given job opportunities (vacancies) before any new nurses are hired into that category.
- (e) No new nurse will be hired when there is a nurse(s) on layoff.
- (f) A reduction of the part-time staffing complement is considered a layoff.

- (g) Temporary layoff will be defined as a layoff of six weeks and not more than thirteen weeks which is required due to a reduction of the workload. When such layoff is required, the staff affected will be given thirty (30) calendar days advance notice. When such layoff is required the Association will be notified and a meeting will be held between the parties to discuss the reasons for the layoff.
- (h) Permanent layoff will be defined as a layoff that will exceed thirteen (13) weeks due to a reduction in the work load. Any nurse affected by such a layoff will be given sixty (60) calendar days notice. The Employer will comply with the provisions as outlined below in permanent and long term actual numbers.

10.12 In the event of a proposed layoff of permanent or long term nature the Employer will:

- (a) provide the Association with no less than thirty (30) working days notice of such layoff and;
- (b) meet with the Association to review the following:
 - i) the reasons causing the layoff;
 - ii) the service which the Employer will undertake after the layoff;
 - iii) method of implementation including the areas of cutback and the nurses to be laid off; and,
 - iv) any other alternatives.
- (c) In the event of a cutback in service which will result in displacement of staff, the Employer will provide the Association with thirty (30) days notice. If requested, the Employer will meet with the Association Management Committee to review the reasons and expected duration of the cutback in service, realignments of service or staff and its effect on nurses in the bargaining unit.
- (d) When an employee accepts a long-term layoff, she shall be entitled to receive severance pay in accordance with the Employment Standards Act.

Cautionary Note: If you have the seniority to bump someone and choose instead to take the layoff, you will have disqualified yourself from Employment Insurance payments according to their rules.

ARTICLE 11 - JOB POSTINGS

- 11.01 In the case of all vacancies and new positions in the bargaining unit, the Employer will post notice of such vacancy in each office for a period of ten (10) calendar days. If no qualified nurse applies, then the Employer may hire a new nurse from outside the employ. The name of the successful applicant shall be posted by the Employer.
- 11.02 Nurses from within the bargaining unit shall be given the first opportunity to fill temporary vacancies. The Employer will outline the conditions and duration of such vacancies. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy.

- 11.03 Vacancies exceeding thirty (30) calendar days but not more than sixty (60) calendar days will not be posted and instead will be offered to all part-time staff based on seniority. Should this temporary vacancy be elsewhere than the nurse's usual area of work, she will return to her usual area of work at the completion of the temporary vacancy provided the area of work still exists.
- 11.04 Vacancies of less than thirty (30) calendar days will be covered by the team where teams exist. In the event that the Employer does not have teams, vacancies of less than thirty (30) calendar days will not be posted and instead will be offered to part-time staff on the basis of seniority in the Employer.
- Vacation time does not need to be posted.
- 11.05 In assessing applicants for vacancies or new positions, the following factors shall be considered:
- (a) skill, ability, experience and qualifications; and
 - (b) seniority.
- When factors in (a) are relatively equal, (b) shall govern. The Employer shall not administer this provision in an arbitrary fashion.

ARTICLE 12 - LEAVES OF ABSENCE

- 12.01 Leave of absence without pay may be granted at the discretion of the Employer for education or personal reasons. Except in unusual circumstances a leave of absence other than for educational purposes will not be granted until one (1) year's continuous service has been completed.
- 12.02 All leaves of absence without pay of more than one (1) month shall be without accumulation of seniority, vacation, sick leave, or any benefits under this agreement. If a nurse wishes to remain in the group health insurance plan during her leave she may do so by prepaying full premiums to avoid the transfer out and in, subject to the approval of the carrier.
- 12.03 Leave for Association Business
- Requests for leave of absence without pay to attend Association business will not be unreasonably denied. The total of such days shall not exceed fifty (50) days per annum and no more than up to two nurses shall be absent from duty at any one time. During such leave of absence the nurses' salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.
- 12.04 Leave - ONA Provincial Board of Directors
- A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than the office of President, shall be granted leave of absence without pay. Nurses shall continue to accrue seniority and service during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

12.05 Leave - ONA Provincial President

A nurse elected to the office of President of the Ontario Nurses' Association shall receive a leave of absence. The nurse shall continue to accrue seniority and service during her absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits. The nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of return.

12.06 Secondment/Special Projects

- (a) A nurse who is seconded to a bipartite or tripartite committee/position involving the Health Sector or the Broader Public Sector shall be granted a leave of absence without pay for a period of up to five (5) years. There shall be no loss of seniority or service during such leave. Subject to the agreement of the agency to which the nurse is seconded, the nurse's salary and applicable benefits may be maintained by the Employer and where such agreement to maintain the nurse's salary is in effect, the Employer shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the nurse is seconded. The nurse agrees to notify the Employer of her intention to return to work at least three (3) months prior to the date of such return where possible. Before the secondment is approved, there shall be agreement on the conditions of the nurse's return to work.
- (b) The Employer shall provide leave for a nurse to serve on special projects of the Association. There shall be no loss of seniority or service during such leave. Salary and applicable benefit arrangements will be maintained by the Employer and the Employer shall be reimbursed for the full cost of salary and applicable benefits by the Association.

12.07 Professional and Education Leave

- (a) Nurses may be granted leave(s) of absence with or without pay to attend workshops, seminars and short courses, which may be deemed beneficial to the nurse's professional development especially as it relates to her responsibilities. Selection shall be made on an equitable basis from nurses who make application to attend. Such leave is granted at the discretion of the Employer.
- (b) Professional leave without pay will be granted to nurses who are elected to the College of Nurses of Ontario or the Registered Nurses' Association of Ontario to attend their regularly scheduled meetings.

12.08 Jury/Witness Duty

If a 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 of law in connection with a case arising from the nurses' duties with the employer or is required to attend a coroner's inquest in connection with a case arising from the nurse's duties with the Employer, or is required by subpoena to appear as a witness before the College of Nurses, 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 nurse will promptly notify the Employer upon notification that she will be required to attend, repays the amount (other than

expenses) paid to her for such service or attendance to the Employer and presents proof of service requiring her attendance.

12.09 Bereavement Leave

Following a death in the nurse's immediate family, she shall be granted up to three (3) days off plus two (2) days for travelling if required. A member of her immediate family shall mean: brother, sister, spouse, child, mother, father, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-child, same sex partner, legal guardian, fiancée. The nurse shall receive her regular pay for each scheduled day of work missed to a maximum of three (3) days within the period which extends from the date of the death up to and including the day following interment, or three (3) calendar days following the death, whichever is greater.

12.10 (a) Pregnancy Leave

The Employer shall provide Pregnancy and Parental Leave in accordance with the Employment Standards Act.

- i) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- ii) The employee shall give written notification at least four (4) weeks in advance of the date of commencement of such leave and the expected date of return. At such time, she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- iii) The employee shall reconfirm her intention to return to work on the date originally approved in subsection b) above by written notification received by the Employer at least four (4) weeks in advance thereof.
- iv) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave, as provided under this agreement, who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 (full time) and Section 23 (part time) of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between seventy-five percent (75%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave, times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Employer will pay the employee seventy-five percent (75%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- v) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- vi) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave (full time). The Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission (part-time).
- vii) Subject to any changes to the employee's status, which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same pay.

(b) Parental Leave

- i) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- ii) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least four (4) weeks in advance of the date of the commencement of such leave and the expected date of return.
- iii) For the purpose of this article, parent shall be defined to include a person for whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- iv) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

An employee shall reconfirm his or her intention to return to work on the date originally approved by written notification received by the Employer at least four (4) weeks in advance thereof.

- v) Effective on confirmation by the Canadian Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave, as provided under this agreement, who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 (for full time employees) of the Employment Insurance Act, or Section 23 (for part time employees) of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between seventy-five percent (75%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave, times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he/she were not on parental leave.

In addition to the foregoing, the Employer shall pay the employee seventy-five percent (75%) of his/her normal weekly earnings during the first two (2) week period of the leave, while waiting to receive Employment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- vi) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began; otherwise, while an employee is on parental leave.
- vii) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began; otherwise, while an employee is on parental leave.

- viii) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift, in the same department, and at the same rate of pay.

12.11

Prepaid Leave

The Employer agrees to introduce a prepaid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with the Income Tax Act and regulations, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Executive Director or her designate at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of leave.
- (c) Written applications will be reviewed by the Executive Director or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. A written approval or denial with explanation will be forwarded to the applicant within four (4) weeks of the application.
- (d) The number of nurses that may be absent at any one time shall not exceed one (1) staff. The year for purposes of the program shall be September 1 of the year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Local Association and the Employer.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral and the employee shall pay the required premiums. The employee may apply for a continuance of benefits for the year of leave and must pay both portions through the Employer (i.e. Employer and employee portions) during the year of leave. The continuance of benefits must be approved by the benefits carrier.
- (i) Participating employees must continue to contribute to the pension plan based on their full salary (i.e. regular basic pay before the salary holdback) during the four (4) years of salary deferral. During the year of leave, the

employee's pension will be held in suspense, i.e. no contributions can be made.

- (j) Full-time nurses will not be eligible to participate in the long term disability plan during the year of leave.
- (k) During the year of leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave.
- (l) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Executive Director or her designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (m) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (n) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (o) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (p) Final approval for entry into the pre-paid program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 12.11 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.

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

ARTICLE 13 - EMPLOYEE FILES

- 13.01 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 such nurse's record has been discipline free for the immediately preceding twelve (12) months during which she has worked.

- 13.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practise or other employment related matters with respect to any nurse, such nurse shall be given an opportunity to sign the document, indicate any areas of disagreement and shall also be provided with a copy of the document. Upon request, a nurse may review her file in the presence of her supervisor or designate with advance notice to the Employer.

ARTICLE 14 - HOURS OF WORK

- 14.01 The following provisions are intended to designate normal hours of work on a daily tour and normal hours of work over the nursing schedule and shall not be construed to be a guarantee of hours of work to be performed on each tour or during each work schedule.
- (a) The normal daily tour shall average seven and one-half (7½) hours exclusive of an unpaid meal period.
 - (b) The normal hours of work shall average seventy-five (75) hours per two (2) week period.
 - (c) Subject to Employer approval, any nurse may choose to flex the start time and length of tour to accommodate the needs of the caseload, providing the hours worked do not exceed the normal hours of work in a two week period.
 - (d) It is recommended that a nurse schedule a rest period at the approximate mid-point of her tour.
 - (e) The daily and weekly hours of work for part-time nurses may vary from day to day and week to week.
 - (f) A part-time nurse will provide the Employer with a commitment to work up to three (3) tours per week. A part-time nurse will also indicate the other tours on which she is available to work and shall be prepared to work should the need arise, unless the nurse provides twenty-four (24) hours advance notice that she is no longer available. However, once a nurse is scheduled to work, she shall work her scheduled shift unless she is granted an approved leave of absence.
 - (g) The scheduling of a part-time nurse for weekend work (e.g. 1 in 3 or 1 in 4) will be in accordance with current collective agreement provisions. Weekends are not included in (f) above.
 - (h) A part-time nurse may be hired to do weekend work only. This may include a paid holiday attached to a weekend. Such nurses will not be eligible for weekend premium payment. Such weekend nurses shall not work outside the normal weekend hours.
 - (i) It is understood that casual nurses do not have normal hours of work.

14.02 **Scheduling**

The following provisions shall apply to full-time and part-time nurses:

- (a) The work schedule shall be posted four (4) weeks in advance and shall cover a four (4) week period.
- (b) Any request for time off must be submitted in writing one (1) week in advance of the posting of the schedule.
- (c) There shall be no split tours scheduled by the Employer, unless mutually agreed.
- (d) The approved posted schedule shall provide a minimum of sixteen (16) hours off between the end of one (1) scheduled tour and the commencement of the next scheduled tour, unless mutually agreed.
- (e) A nurse shall not be scheduled by the Employer to work more than seven (7) consecutive tours, unless mutually agreed between the employee and the employer.
- (f) A Nurse's scheduled tours on a posted work schedule shall not be changed by the Employer to other tours (e.g. days to evenings) without twenty-four (24) hours notice. The employer will not exercise this clause in an arbitrary manner.
- (g) A request for an exchange of tours set out in the posted time schedule must be submitted to the Supervisor for approval in writing and signed by the nurses requesting the exchange. It is understood that such request for exchange shall not result in any premium payment and will not be unreasonably denied.

14.03

Weekend Duty

- (a) The scheduling of part-time nurses for weekend duty shall be on a rotational basis. Subject to changes in staff levels and service requirements, the Employer will schedule part-time nurses to work according to the following:

One (1) weekend in three (3):
- (b) A "weekend" shall be defined as at least fifty-six (56) hours off, commencing at 1600 hours on Friday and ending at 0800 hours on Monday.

14.04

Christmas/New Year's

- (a) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period of December 15th to January 9th (first weekend after New Year).
- (b) A part-time nurse shall not be scheduled to work both Christmas and New Year's unless agreed otherwise.
- (c) A nurse who works Christmas shall be scheduled to be off for at least five (5) consecutive days over New Year's and vice versa. Such days shall be provided through a combination of designated holidays and regularly scheduled days off, mutually agreed between the employee and the Employer.

- (d) Christmas time shall include Christmas Eve Day, Christmas Day and Boxing Day.
- (e) New Year's time shall include New Year's Eve Day and New Year's Day.

14.05 Availability of Part-time Nurses

- (a) Part-time nurses will schedule themselves for up to three (3) tours per week according to the self-scheduling guidelines. The number of tours shall not be construed to be a guarantee of hours of work to be performed on each tour and during each work schedule;
- (b) Weekend schedule as listed in Article 14.03 unless a nurse requests weekend work.
- (c) Designated holidays shall be equitably distributed among the part-time nurses in the bargaining unit.
- (d) Up to five (5) tours over Christmas or New Years.

14.06 Cancellation Guidelines

- (a) Twelve (12) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled day tour, unless mutually agreed.
- (b) Three (3) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled evening or night tour, unless mutually agreed otherwise by the employee and the Employer.
- (c) The cancellation notice will be given personally to the nurse where possible, but where the nurse cannot be contacted, the notice will be sent to the nurse by email, text, or voicemail. The nurse will ensure that she has communicated her current email address and phone number(s) to the Employer and any changes thereto.

14.07 Fluctuations

In the event of a reduction of work on a team where a team member is being cancelled on a regular basis, the Employer agrees that such team member may be offered the opportunity to be reassigned to another team where there is a more junior nurse who is working. This process will go into effect when any nurse on any team has been without work for seven (7) consecutive days or has received four (4) cancellations in a bi-weekly period. This reassignment will be considered temporary. Should the work load return to its previous level on her original team the nurse will return to her previous team.

ARTICLE 15 - SELF-SCHEDULING

15.01 Self-Scheduling Guidelines

Nurses will self schedule according to the following guidelines:

- (a) A nurse will normally work at a specific work site.

- (b) A peer facilitator (ONA member) will be used to assist with completion of the schedule where required.
- (c) Once the staffing schedule (which covers a one month period) is fully completed, it will be then posted one month in advance.
- (d) In the event that additional work becomes available after the schedule has been posted, the work shall be offered in descending order of seniority as applicable in each case;
 - i) part-time nurses within the site who have not been scheduled up to their commitment.
 - ii) part-time nurses within any site who have not been scheduled up to their commitment
 - iii) part-time nurses within the site in which the shift originated;
 - iv) part-time nurses within any site;
 - v) casual nurses.
- (e) Where a regular part-time employee has had a scheduled tour cancelled and a need arises whereby the Employer intends to call an employee in for the same cancelled tour, the regular part-time employee who had the tour cancelled will be given the first opportunity to work that call-in shift. The offer is made when the call is placed.

ARTICLE 16 - PAID HOLIDAYS

16.01 The following is applicable to full-time employees only unless otherwise specified.

- (a) The following holidays will be recognized as paid holidays:

Legislated Holidays

New Year's Day
 Good Friday
 Victoria Day
 Canada Day
 Family Day

Labour Day
 Thanksgiving Day
 Christmas Day
 Boxing Day

Non-Legislated Holidays

Civic Holiday
 Easter Monday

- (b) In addition, each nurse shall have two (2) floating holidays to be taken at a time mutually agreed between the Employer and the employee.
- (c) Any holiday proclaimed by the federal, provincial or municipal government will replace an existing non-legislated holiday or floating day after discussion with the Union so that there will be no more than thirteen (13) paid holidays and float days combined.

16.02 Holiday pay will be computed on the basis of the nurse's regular rate of pay. In order to qualify for pay for a holiday, a nurse shall complete her full scheduled shift on

each of the working days immediately preceding and following the holiday concerned, unless on an approved leave of absence. A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she or he may otherwise have been entitled.

- 16.03 A full-time nurse shall not be required to work any of the designated foregoing holidays. In the event that a full time nurse works on any of the foregoing designated holidays she shall be paid at the rate of one and one half times her regular straight time rate of pay for all hours worked on such holiday. In addition, she will receive an additional day off with pay.
- 16.04 A part-time nurse shall be paid at the rate of time and one half her regular straight time hourly rate for all hours worked on the recognized holidays.
- 16.05 Where a holiday falls during a full-time nurse's scheduled vacation period, her vacation shall be extended by one day unless mutually agreed to schedule a different day off with pay. Where a holiday falls on a full-time nurse's scheduled day off, an additional day off with pay will be scheduled.
- 16.06 A nurse may accumulate up to two (2) lieu days which may be taken at her request, subject to service need, singularly or consecutively, or added to her vacation.

ARTICLE 17 - VACATIONS

- 17.01 A full-time nurse shall be granted vacation with pay as follows:
 - (a) less than one (1) year of full time continuous employment - one point two five (1.25) days per month of full time continuous employment;
 - (b) one (1) or more years but less than three (3) years of full time continuous employment - three (3) weeks;
 - (c) three (3) or more years but less than fourteen (14) years of full-time continuous employment - four (4) weeks;
 - (d) fourteen (14) or more years but less than twenty-two (22) years of full-time continuous employment - five (5) weeks;
 - (e) twenty-two (22) or more years but less than twenty-eight (28) years of full-time continuous employment - six (6) weeks;
 - (f) twenty-eight (28) or more years of full-time continuous employment- seven (7) weeks.

17.02 All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees, of their gross earnings in the preceding year.

two (2) week entitlement	4% of gross earnings
three (3) week entitlement	6% of gross earnings
four (4) week entitlement	8% of gross earnings
five (5) week entitlement	10% of gross earnings
six (6) week entitlement	12% of gross earnings
seven (7) week entitlement	14% of gross earnings

- 17.03 For the purpose of vacation entitlement, service for those nurses whose status is changed from part-time to full-time or vice versa shall mean the combined service as a part-time and full-time nurse accumulated on a continuous basis. For the purpose of this article, fifteen hundred (1500) hours of part-time service shall equal one (1) year of full-time service.
- 17.04 When a nurse's employment is terminated by the Employer for any reason, full payment for vacation earned, but not taken, will form part of such nurse's termination. If vacation has been received by the nurse over and above the vacation she is entitled to pursuant to the terms of this agreement, there shall be deducted from the salary of the nurse or refunded to the Employer by the nurse an equal amount equivalent to the pay for vacation received without entitlement.
- 17.05 Requests for prime time summer vacation (July and August) shall be submitted in writing by April 1st. The Employer will post the final vacation list by May 1st. All other vacation requests shall be submitted in writing at least one (1) month in advance, and the Employer shall reply to the request within one (1) week.
- 17.06 Vacation Scheduling:
- (a) The vacation quota shall not be unduly restrictive and shall only include members of the bargaining unit.
 - (b) In the event of conflict, seniority shall govern with respect to scheduling of vacations.
 - (c) A week of vacation shall be defined as seven (7) consecutive calendar days which includes five (5) vacation days and two (2) days off.
 - (d) Vacation may commence on any day of the week.
 - (e) Weekends prior to and following scheduled vacation will be scheduled off.
 - (f) Single vacation days may be granted as long as the nurse provides three (3) working days notice and subject to operational requirements.
 - (g) Where an employee's scheduled vacation is interrupted due to hospitalization/serious illness which commenced prior to and continues into scheduled vacation period, the period of such illness may be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under this provision will not be counted against the employee's vacation credits.
 - (h) Where a full-time nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave. The portion of the employee's vacation which is deemed to be bereavement leave under this provision will not be counted against the employee's vacation credits.
 - (i) A nurse may not change her authorized vacation time without a written request from the nurse and the prior approval of the Employer.
 - (j) The winter school break vacation shall be rotated among interested nurses.

- (k) The parties agree that annual vacation is intended to be taken in total each year. Where a nurse is unable to take her entire vacation entitlement, it shall be paid out at the fiscal year end.
- (l) Vacation may not be carried over from one (1) fiscal year to the next, except that a maximum of five (5) days may be carried over, with the written permission of the Executive Director or her designate.

ARTICLE 18 - SICK LEAVE

- 18.01 Full-time nurses will accumulate sick leave on the basis of one and one half (1½) working days for each month of service up to a maximum of one hundred and twenty (120) days.
- 18.02
 - (a) Sick leave credits will continue to accrue for all nurses during such time as the nurse may be absent on sick leave. Designated holidays and regular days off shall not form part of the illness period.
 - (b) When a nurse is ill she shall receive her regular pay from these credits.
- 18.03 A nurse shall be entitled to an annual statement of her sick leave credit. This statement shall be given to the nurse on or before the end of April of each year of her employment.
- 18.04 If a physician's certificate is requested, the Employer shall pay any fee for such certificate which is not payable by the nurses' health insurance plan.
- 18.05 Where applicable, a nurse who transfers from full-time to part-time status may have her unused sick leave credits restored to her, should she re-join the full-time staff without a break in service. A nurse will retain credits for one (1) year.
- 18.06 Modified Work
 - (a) The Employer will notify the Bargaining Unit President of the names of all nurses off work due to work related injury (whether or not the nurses are in receipt of WSIA Benefits) and those on LTD by the 15th of each month.
 - (b) A modified work program may be made available for nurses returning from illness or injury compensable under the Workplace Safety & Insurance Act or LTD.
 - (c) The Employer will notify the Bargaining Unit President of the name of any nurse returning to work on a modified/light/alternate work program.
 - (d) Prior to any nurse returning to work on a modified/light/ alternate work program, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and the Bargaining Unit President to negotiate a back-to-work program for the nurse. The unavailability of a staff representative of the Association shall not delay such meeting.
 - (e) The Employer agrees to provide the nurse with a copy of the Workplace Safety & Insurance Board, Form 7, at the same time it is sent to the Board.

ARTICLE 19 - PENSION AND GROUP BENEFITS

19.01 All present nurses enrolled in the Hospital's Pension Plan shall maintain enrolment in the Plan (Hospitals of Ontario Pension Plan or another Pension Plan) subject to its terms and conditions. New nurses and nurses employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.

19.02 During the term of this agreement, current benefits apply.

The Employer shall contribute towards the premium coverage of participating eligible nurses in the active employ of the Employer under the insurance plans set out below, subject to their respective terms and conditions including any enrollment requirements:

(a) One hundred percent (100%) of the billed premium towards the coverage of eligible nurses in the active employ of the Employer under the Ontario Health Insurance Plan through the Employer Health Tax.

(b) Life Insurance

i) One hundred percent (100%) of the billed premium of a group life insurance plan available to full-time nurses. The coverage will amount to two (2) times the nurse's annual salary and will include Accidental Death and Dismemberment coverage.

ii) A nurse may elect to purchase additional voluntary life insurance and accidental death and dismemberment insurance in accordance with the terms of the plan.

(c) Extended Health

Ninety percent (90%) of the billed premium towards coverage of eligible nurses in the active employ for the Extended Health Care Benefits as provided under the Employer Group Benefit Plan, provided that the balance of the premium is paid by each nurse through payroll deductions (includes semi private coverage).

(d) Dental Plan

Ninety percent (90%) of the billed premium towards coverage of eligible nurses in the active employ of the Employer for the Dental benefits as provided under the Employer Group Benefit Plan which is to be equal to Blue Cross #9, provided that the balance of the premium is paid by each nurse through payroll deductions.

(e) Long-term Disability

Full-time nurses will pay one hundred percent (100%) of the billed premium through payroll deduction for Long Term Disability (LTD) benefits coverage. Coverage for LTD benefits will be subject to the terms and conditions of the LTD plan as currently provided by Great West Life.

19.03 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 Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

- 19.04 The Employer shall provide each nurse with information booklets outlining the current provisions in the insured benefit plans set out above. Upon request, the Employer will make the plans available to the Association for inspection.
- 19.05 In the case of unpaid leaves of absence because of maternity or parental leave or when a nurse is in receipt of Workers' Compensation benefits, the Employer will continue to pay its share of the subsidized employee benefits for a maximum of thirty-five (35) weeks in the case of maternity/parental benefits, unless the nurse indicates in writing that she does not wish to continue her participation in the benefit plans, and for a maximum of one (1) year in the case of Workplace Safety & Insurance benefits unless the nurse does not pay her share of the contributions.

ARTICLE 20 - SKILLS DEVELOPMENT AND TRAINING

- 20.01 The Employer and the Association recognize their joint responsibility and commitment to provide and participate in the professional development of staff.
- 20.02 In recognition of the importance of employees continuing professional development, the Employer will give special consideration to requests for special work arrangements to allow employees to pursue educational opportunities.
- 20.03 The parties may also attempt to negotiate with local educational institutions to provide specific courses and/or discounts to meet educational needs of nurses.
- 20.04 Nurses with special skills or training will be identified as peer resource person and nurses will be encouraged to make use of these resource persons.
- 20.05 Where the Employer requires an employee to attend a course or acquire new skills to be implemented, such will be paid for by the Employer and the Employer will determine who will receive the training based on operational requirements and client needs.
- Where a nurse requests to take a course that is related to her employment, subject to prior employer approval, the nurse shall be entitled to partial reimbursement for course costs at the Employer's discretion.
- 20.06 The Employer will cover the total cost of the initial training for needed and new skills. If the Employer does not have the resources to cover the total cost, the Employer will look to cost sharing strategies with the Association or individual employee. (Eg. Employer covers the cost of the trainer, location, and supplies and the employee attends on her own time.)
- 20.07 It is expected that following initial training for needed and required skills, the nurse will have the responsibility for maintaining ongoing competence, by utilizing her skills in the workplace or attending in-services.
- 20.08 Technological Change
- When the Employer introduces new equipment, all staff shall receive training and ongoing education in order to optimize maximum efficiency with the new equipment.

Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Employer agrees that necessary computer training will be provided at no cost to the nurses involved.

ARTICLE 21 - MISCELLANEOUS

- 21.01 The Employer shall provide a bulletin board in each office for the sole use of the Association.
- 21.02 A copy of this Agreement in a mutually agreed form will be issued to each nurse now employed and as employed. The cost of printing this agreement shall be equally shared between the Association and the Employer.
- 21.03 Pay will be deposited bi-weekly into the employee's bank account by direct deposit, with a clarified, itemized statement of all deductions, premiums and changes in increment in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay period.
- 21.04 Each nurse shall notify the Employer in writing of changes to relevant employment information, including but not limited to any change of address or telephone number. If a nurse fails to do this, the Employer will not be responsible for:
- (a) failure of a notice sent by registered mail to reach such nurse;
 - (b) failure to contact the nurse by telephone;
 - (c) any other consequences that may result from the employee not providing current employment information.
- 21.05 Where a medical examination is required to comply with the statute, a nurse may choose her personal physician.
- 21.06 Prior to effecting any changes in the Employer's policies or rules, which would affect nurses covered by this agreement, the Employer shall first discuss such proposed changes at the Association Management Meeting.
- 21.07 Violence in the Workplace
- (a) Violence shall be defined as any incident in which an employee is abused, threatened, or assaulted during the course of their employment. The Employer and the Union agree that these incidents will not be condoned in the workplace. Any employee who believes that they have been a victim of workplace violence (including from an aggressive patient or a patient's family member) shall report this to their immediate supervisor, who will make every reasonable effort to rectify the situation.
 - (b) The parties agree that such incidents will be reported to the Joint Occupational Health and Safety representative who shall have the responsibility to report the matter to the Joint Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will be taken to address the legitimate health and safety concerns of the employees presented.

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

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

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

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

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

ARTICLE 22 - OVERTIME AND PREMIUM PAYMENTS

- 22.01 (a) All time worked in excess of seventy-five (75) hours in a two (2) week pay period shall be considered overtime. Overtime must be authorized and shall be subject to the following conditions:
- i) Any work assigned by the Employer to a part-time nurse in excess of seven and one half (7½) hours or four-hundred fifty (450) minutes per tour will be considered overtime subject to premium payment.
 - ii) Notwithstanding the above, given the ability to flex start and finish times and length of work day according to client/caseload needs, nurses may choose to work longer than seven and one half (7½) hours or four-hundred fifty (450) minutes or thirty (30) units per tour. Such choice shall not be considered overtime.
 - iii) Time up to and including fifteen (15) minutes shall not be counted.
- (b) Where a nurse works overtime as set out above, the nurse shall be paid either one and one-half (1½) times the nurse's regular straight time hourly rate for the overtime worked, or compensatory time off (where applicable) at one and one-half (1½) times in lieu. At the beginning of each fiscal year the nurse will indicate in writing her choice of compensation for overtime worked or time off in lieu of payment. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

22.02 Call-in/Call-back

- (a) i) Where a nurse is called in to work outside her regularly scheduled

working hours, or where a nurse is called back from standby, she shall receive time and one half (1½) her regular straight time hourly rate for all hours worked with a minimum guarantee of two (2) hours pay at time and one half (1½) her regular straight time hourly rate except to the extent that such two (2) hour period overlaps or extends into her regularly schedule shift. In such a case, she will receive time and one half (1½) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.

- ii) A nurse who is called in shall receive a minimum of four (4) hours of pay at the regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the Employer which she is capable of doing, if her regular duties are not available. Nurses who are required to come into work by the Executive Director or the Nursing Supervisor or designate with less than one (1) hour's notice, and who are consequently unable to arrive for work until after the tour has commenced shall be paid as though they had worked from the beginning of the tour provided the nurse reports within one (1) hour of the call.

22.03 Shift Premium

Where a nurse is assigned to work on the evening, or night tours, she shall be paid \$1.55 per hour, for all hours worked where the majority of the hours worked fall between 1630 hours and 0800 hours.

22.04 Responsibility Pay

A nurse who is designated to be in charge in the absence of the nursing supervisor shall be paid sixty (60¢) cents per hour for each hour so worked in addition to her regular rate of pay.

22.05 Reporting Pay

A nurse who reports for work as scheduled and is not required to work, shall receive a minimum of four (4) hours of pay at the regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the Employer which she is capable of doing, if her regular duties are not available. Nurses who are required to come into work by the Executive Director or the Nursing Supervisor or designate with less than one (1) hour's notice, and who are consequently unable to arrive for work until after the tour has commenced shall be paid as though they had worked from the beginning of the tour provided the nurse reports within one (1) hour of the call.

ARTICLE 23 - TRANSPORTATION ALLOWANCE

- 23.01 (a) The parties agree to increase the present collective agreement reimbursement amount for transportation to forty (40) cents per kilometre. All other language in the present collective agreements shall remain as listed below. The Employer will provide copies of any additional transportation policies to the Association within thirty (30) days of ratification.
- (b) The use of cars owned by the Employer shall be at all times pursuant to the direction of the Employer and shall not be for the personal use of the nurse, and such cars may not be at any time removed from the area within which

the Employer furnishes nursing service without the prior permission of the Employer.

ARTICLE 24 - COMPENSATION

24.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix A attached to and forming part of this Agreement.

24.02 A temporary registered nurse in the employ of the Employer, upon presenting proof of current Certificate of Competence issued by the College of Nurses of Ontario shall be given the salary of the registered staff nurse as provided in this Article, effective the date the nurse presents proof of successfully passing the certification examination to the Executive Director or her designate, or to the date of last hire, whichever is later.

24.03 Previous Experience Credit

(Article 24.03 (a) and 24.03 (b) apply to full-time nurses only)

(a) Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. 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.

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer. The Employer may also give effect to part-time nursing experience in special circumstances.

(Article 24.03 (b) applies to part-time nurses only)

(b) Claim for recent related clinical experience, if any, shall be made in writing by the part-time nurse at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for recent related experience will be retroactive to the nurse's date of hire. The part-time 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 part-time nurse with one (1) annual service increment for each year of experience (calculated pursuant to the formula set out in Article 10.08) up to the maximum of the salary grid.

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer.

24.04 An annual increment shall be effective on each nurse's anniversary date of employment and after each fifteen hundred (1,500) hours paid in the case of part-time nurses.

24.05 When a new classification within 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, or where a nurse alleges she has been improperly classified, the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to review the appropriate rate of pay, providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step 1 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.

Any change in the rate established by the Employer through meetings with the Association or by a Board of Arbitration shall be retroactive to the time at which the new or changed classification was first filled.

24.06 A full-time nurse who is transferred to part-time status or vice-versa shall be placed at the same step on the respective wage grid.

24.07 A part-time nurse who is temporarily replacing a full-time nurse shall continue to be treated as a part-time nurse.

24.08 Percentage in Lieu

(a) In lieu of the benefits set out in Article 18 and 19, part-time and casual nurses shall receive a percentage of their regular straight time hourly rate. Such amount shall not be included in the base used for the purposes of calculating any premiums nor shall it be paid on any overtime or premium hours worked.

(b) It is understood and agreed that holiday pay is included within the percentage in lieu.

(c) The following percentages in lieu apply:

<u>In Pension Plan</u>	<u>Not in Pension Plan</u>
9%	13%

ARTICLE 25 - DURATION

25.01 This Agreement shall continue in effect until March 31, 2021 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of its desire to bargain for amendments within ninety (90) days prior to the expiry date of the collective agreement. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

- 25.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.
- 25.03 At the request of the employer the Association agrees to commence Bargaining within thirty (30) days of the request notwithstanding Article 25.02
- 25.04 All terms of the collective agreement shall become effective upon date of ratification by both parties to the agreement unless specifically stated otherwise in the agreement. Salary rates shall be effective on the dates and in the amounts stipulated in Appendix A.

SIGNING PAGE

Dated at Brockville, Ontario, this 14 day of June, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Jenny Lane"

"Cari Bailey"
Labour Relations Officer

"Jane Fournier"

"Bev Delaney"

"Carol Jeffrey"

APPENDIX "A"
SALARY SCHEDULE

HOURLY RATES

Classification Registered Nurses

	April 1, 2018	April 1, 2019	April 1, 2020
Start	30.32	30.47	30.62
1 Years	30.76	30.92	31.07
2 Years	31.28	31.44	31.60
3 Years	32.81	32.98	33.14
4 Years	34.37	34.54	34.72
5 Years	36.30	36.48	36.66
6 Years	38.25	38.44	38.63
7 Years	40.21	40.41	40.61
8 Years	43.06	43.28	43.50
25 Years	43.83	44.05	44.27

LETTER OF UNDERSTANDING

between

LEEDS AND GRENVILLE FAMILY HEALTH TEAM

and

ONTARIO NURSES' ASSOCIATION

RE: Wage Reopener

In respect to Schedule A, the Employer will notify the Bargaining Unit President and provide the documentation to support the improved 2017-2018 and 2018-2019 budget allocation.

In the event that the MOHLTC elects to increase funding affecting Employees covered by the agreement, the parties agree to meet to discuss whether the funding can be applied to the wages in Schedule "A", and if so, will agree to negotiate increases to Schedule "A".

Dated at Brockville, Ontario, this 14 day of June, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Jenny Lane"

"Cari Bailey"

Labour Relations Officer

"Jane Fournier"

"Bev Delaney"

"Carol Jeffrey"
