

COLLECTIVE AGREEMENT

between

OPTIONS northwest  
(hereinafter referred to as "OPTIONS")

and

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

EXPIRY: MARCH 31, 2020

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between OPTIONS and the employees engaged in nursing positions covered by this Agreement, to provide for on-going means of communication between the Union and OPTIONS and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that the employees engaged in nursing positions covered by this Agreement wish to work together with OPTIONS to secure the best possible nursing care and health protection for people supported. Appropriate committees have been created under this Agreement to work towards this objective.

## **ARTICLE 2 – RECOGNITION**

- 2.01 OPTIONS and the Union acknowledge that:
- (a) The Ontario Labour Relations Board by its decisions dated the 31<sup>st</sup> day of March, 1976 and the 3<sup>rd</sup> day of February, 1976, found that the Ontario Nurses' Association is a trade union within the meaning of Section 1 (1) (p) of the Labour Relations Act.
  - (b) OPTIONS recognizes the Union as the bargaining agent for all registered and graduate nurses employed by OPTIONS of Thunder Bay and District engaged in a nursing capacity, save and except Supervisors, persons above the rank of Supervisor, and persons covered by subsisting Collective Agreements.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The right to hire, retire, promote, classify, lay-off, recall, demote, transfer, discharge or discipline for just cause, to maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees is the exclusive function and responsibility of OPTIONS, subject to the terms and conditions of this Agreement. All matters concerning the operation of OPTIONS not specifically dealt with herein shall be reserved to OPTIONS and be its exclusive responsibility provided these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE 4 – DEFINITIONS**

- 4.01 A registered nurse is a nurse who holds certification with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act.
- 4.02 A nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act*, 1991 and its Regulations must obtain her Certificate of Registration

prior to the expiry of her Temporary Certificate. The Temporary Certificate of Registration must be presented to the Employer and should the nurse fail to obtain and present to the Employer her permanent Certificate of Registration prior to the expiry of her Temporary Certificate of Registration, she will be deemed to be not qualified for the position of registered nurse and she will be terminated from the employ of OPTIONS. Such termination shall not be the subject of a grievance or arbitration.

- 4.03 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 18 of the Collective Agreement.
- 4.04 A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 18 of the Collective Agreement and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time nurses shall be considered casual nurses.

The definitions shall not have the effect of changing the composition of any existing bargaining units. OPTIONS shall not refuse to accept an offer from a nurse to make a commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual nurses so as to restrict the number of regular part-time nurses.

- 4.05 “Person”, “People” or “Person supported” or “People supported” as referred to in this agreement shall mean an individual receiving services from OPTIONS northwest.

## **ARTICLE 5 – RELATIONSHIP**

- 5.01 OPTIONS and the Union 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 Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.
- 5.02 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on OPTIONS premises or during working hours except with the written permission of OPTIONS or as specifically provided 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, handicap, religious affiliation or any other factor which is not pertinent to the employment relationship.
- 5.04 (a) “Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic original citizenship, creed, age, record of offences, marital status, family status or handicap.” ref: Ontario Human Rights Code, Sec. 5 (2).

- (b) “Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee” ref: Ontario Human Rights Code Sec. 7 (2).
- (c) Every person has a right to be free from,
  - (i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
  - (ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.” ref: Ontario Human Rights Code, Sec. 7 (3).
- (d) A nurse who believes that the aforementioned rights have been violated, may file a grievance under Article 9 of this agreement.

NOTE: “‘harassment’ means engaging in a ‘course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.’” ref: Ontario Human Rights Code, Sec. 10 (1).

- 5.05 OPTIONS and the Union recognize their joint duty to accommodate employees with disabilities in accordance with the Ontario Human Rights Code.

## **ARTICLE 6 – UNION SECURITY**

- 6.01 OPTIONS will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union. The deduction period for a part-time nurse may be extended where she does not receive any pay in a particular month.
- 6.02 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.
- 6.03 The amount of the regular monthly dues shall be those authorized by the Union and the Provincial Secretary-Treasurer of the Union shall notify OPTIONS of any changes therein and such notification shall be OPTIONS conclusive authority to make the deduction specified.
- 6.04 In consideration of the deducting and forwarding of Union dues by OPTIONS, the Union agrees to indemnify and save harmless OPTIONS against any claims or liabilities arising or resulting from the operation of this Article.
- 6.05 The amounts so deducted shall be remitted monthly to the Provincial Secretary-Treasurer of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, OPTIONS shall provide a list of nurses from whom deductions were made, including deletions (indicating

terminations) and additions from the preceding month and their social insurance numbers. A copy of this list will be sent to the local Union.

NOTE: The list provided for in this Article shall include any other information that is currently provided to ONA. Additionally, OPTIONS will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through OPTIONS payroll system.

- 6.06 The interview of newly hired nurses by the Union will take place during the orientation period of the nurse. OPTIONS will advise the Union monthly of names, addresses and telephone numbers of those who have been hired and the date on which the nurse commenced employment and on request will arrange a place and time once each month for the said interview.

### **ARTICLE 7 – NO STRIKE, NO LOCKOUT**

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

### **ARTICLE 8 – REPRESENTATION AND COMMITTEES**

- 8.01 Nurse Representatives and Grievance Committee
- (a) OPTIONS agrees to recognize nurse representatives to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.
  - (b) OPTIONS will recognize a Grievance Committee that shall operate and conduct itself in accordance with the provisions of the Collective Agreement. The grievance committee shall consist of a maximum of two (2) nurses, one of whom will be the chairperson of the committee. Where the committee consists of two (2) nurses, at least one (1) of the two (2) nurses will be a part-time nurse.
  - (c) It is agreed that nurse representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for OPTIONS and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a nurse representative or member of the Grievance Committee is required to enter a location within the organization in which she is not ordinarily employed she shall, immediately upon entering such location, report her presence to the supervisor. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. OPTIONS agrees to pay for all time spent during their regular hours by such representatives hereunder.

## 8.02 OPTIONS-Union Committee

- (a) There shall be an OPTIONS-Union Committee comprised of representatives of OPTIONS, one of whom shall be the Director, Human Resources or her designate and of the Union, one of whom shall be the contact person or her designate. However, there shall be a maximum of two (2) nurse representatives, one (1) full-time and one (1) part-time, where possible. The intent is that these nurse representatives will cover both full-time and part-time bargaining units. The membership of the Committee may be expanded or resource persons invited to attend meetings by mutual agreement.
- (b) The Committee shall meet on demand by request of either representative unless otherwise agreed and as required under Article 10.01, at a time and place mutually satisfactory. The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
  - (i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of nursing care;
  - (ii) dealing with complaints referred to it in accordance with the provisions of Article 10, Professional Responsibility;
  - (iii) discussing and reviewing matters relating to orientation and in-service programs.
- (d) OPTIONS agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.

## 8.03 Negotiating Committee

OPTIONS agrees to recognize a Negotiating Committee comprised of representatives of the Union for the purpose of negotiating a renewal agreement up to, but not including, arbitration.

There will be a Negotiating Committee composed of not more than two (2) nurses, of whom at least one (1) will be a part-time and one (1) will be a full-time nurse, wherever possible.

OPTIONS agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with OPTIONS for a renewal agreement up to, but not including, arbitration.

## 8.04

Joint Occupational Health and Safety Committee

- (a) OPTIONS and the Union agree that they mutually desire to maintain standards of safety and health in OPTIONS in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, OPTIONS agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) 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 related to safety and health.
- (d) OPTIONS agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, OPTIONS will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) Meetings shall be held at least once every three (3) months or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for representative(s) to perform these duties, shall be granted.

A member of a committee is entitled to,

- (i) one (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- (ii) such time as is necessary to attend meetings of the committee; and
- (iii) such time as is necessary to carry out (inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the Act.) ref: Occupational Health and Safety Act. Sec. 9 (34).

A member of a committee shall be deemed to be at work during the times described {above} and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper. ref: Occupational Health and Safety Act. Sec. 9 (35).

- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member of the Joint Occupational Health and Safety Committee attending meetings of the Committee and carrying out her



duties, shall be deemed to be work time for which she shall be paid by OPTIONS at her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.

- (i) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (j) Where OPTIONS identifies high-risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.
- (k) A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming a certified worker, and OPTIONS shall pay the member for the time spent at the member's regular or premium rate as may be proper. ref: Occupational Health and Safety Act Sec.9 (36).
- (l) (i) This section does not apply to a {nurse}
  - (1) when a circumstance described below is inherent in the worker's work or is a normal condition of the worker's employment; or
  - (2) when the worker's refusal to work would directly endanger the life, health or safety of another person. ref: Occupational Health and Safety Act. Sec. 43 (1).
- (ii) A worker may refuse to work or do particular work where he or she has reason to believe that,
  - (1) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
  - (2) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
  - (3) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another worker. ref: Occupational Health and Safety Act. Sec. 43 (3).

8.05 The Union may hold meetings on OPTIONS premises providing permission has been first obtained from OPTIONS.

- 8.06 The Union shall keep OPTIONS notified in writing of the names of the nurse representatives and/or Committee members and Officers of the Local Union appointed or selected under this Article as well as the effective date of their respective appointments.
- 8.07 All reference to nurse representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Local Union.
- 8.08 OPTIONS agrees to give representatives of the Ontario Nurses' Association access to the premises of OPTIONS for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement provided prior arrangements are made with the Employer.
- 8.09 Where a nurse makes prior arrangements for time off from a shift of duty, the nurse shall not be scheduled to work another shift that day.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

- 9.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any questions as to whether a matter is arbitrable.
- 9.02 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 nurse representative. In the case of suspension or discharge, OPTIONS shall notify the nurse of this right in advance.
- 9.03 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible and it is understood that a nurse has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of her immediate supervisor's decision in the following manner and sequence:

### **Step No. 1**

The nurse may submit a written grievance, through the Union, signed by the nurse, to her immediate supervisor or designate. The grievance shall be on a form referred to in Article 9.09 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The supervisor or designate will deliver her or his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her or him. Failing settlement, then:

## Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to OPTIONS Executive Director or designate. A meeting will then be held between the Executive Director or designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative(s) of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Executive Director or designate may have such counsel and assistance as she or he may desire at such meeting. The decision of OPTIONS shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the second step grievance reply will be provided to the Labour Relations Officer.

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

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

9.06 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:

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

OPTIONS agrees to provide written reasons for the release of a probationary nurse within seven (7) days of such release.

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

- (a) confirming OPTIONS action in dismissing the nurse; or
- (b) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or

(c) by any other arrangement which may be deemed just and equitable.

OPTIONS agrees to provide written reason within seven (7) calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed her probationary period, without just cause.

- 9.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- 9.08 All agreements reached under the Grievance Procedure between the representatives of OPTIONS and the representatives of the Union will be final and binding upon OPTIONS and the Union and the nurses.
- 9.09 Union grievances shall be on the form set out in Appendix 1.
- 9.10 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 9.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the nurse or nurses concerned.

- 9.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 9.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 9.17 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.
- 9.18 Arbitrations shall be heard at Thunder Bay, Ontario or at such other places as may be agreed upon by the Union and OPTIONS.

#### **ARTICLE 10 – PROFESSIONAL RESPONSIBILITY**

- 10.01 In the event that OPTIONS assigns a number of people who require support or a workload to an individual nurse or group of nurses such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper care for people supported, she or they shall:
- (a) (i) Complain in writing to the Union-OPTIONS Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Union-OPTIONS Committee shall convene a meeting of the Union-OPTIONS Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
  - (ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Union-OPTIONS 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 OPTIONS 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.
  - (iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) 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.

- (iv) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Labour Relations Officer and the Nursing Practice Officer, may attend such meetings held between OPTIONS and the Union under this provision.
- (v) Any complaint lodged under this provision shall be on the form set out in Appendix 1.
- (b) (i) The list of Assessment Committee Chairpersons is attached as Appendix 2.  
  
Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she would not be suitable due to connections with OPTIONS 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.

#### 10.02 Orientation and In-Service Program

OPTIONS recognizes the need for an OPTIONS Orientation Program of such duration as it may deem appropriate taking into consideration the needs of OPTIONS and the nurses involved.

10.03 Nurses who displace other nurses in the event of a long-term lay-off, nurses recalled from lay-off, nurses whose probationary period has been extended under Article 13.01, and nurses who are transferred on a permanent basis may be provided any orientation determined necessary by OPTIONS for the purposes of allowing the nurse to assume satisfactorily the duties of such position. A request by such a nurse for orientation shall not be unreasonably denied.

10.04 Both OPTIONS and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and OPTIONS will endeavour to provide programs related to the requirements of OPTIONS. Available programs will be publicized and OPTIONS will endeavour to provide nurses with opportunities to attend such programs during their regularly scheduled working hours.

10.05 The delegation of Added Nursing Skills and Sanctioned Medical Acts (Special Procedures) to nurses shall be in accordance with guidelines established by the College of Nurses from time to time and any approved OPTIONS policy related thereto.

10.06 When a nurse is on duty and authorized to attend any in-service program within OPTIONS and during her regularly scheduled working hours, she shall suffer no loss of regular pay. When a nurse is required by OPTIONS to attend courses outside of her regularly scheduled working hours she shall be paid for all time

spent in attendance on such courses at her regular straight time hourly rate of pay.

- 10.07 Nurses may be required, as part of their regular duties, to supervise the activities of students and will be informed in writing of their responsibilities in relation to these students.

Any information that is provided to OPTIONS by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students.

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

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

Nurses, who are subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 13.07 will apply.

## **ARTICLE 11 – ACCESS TO FILES**

- 11.01 A copy of any completed performance evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall sign such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by OPTIONS against the nurse.

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

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

- 11.02 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 record has been discipline free for one (1) year.

## **ARTICLE 12 – BULLETIN BOARDS**

- 12.01 OPTIONS agrees to supply a bulletin board at the Central office for the purpose of posting Union notices.

- 12.02 OPTIONS shall be furnished by the Union with a copy of such Union notices prior to their posting and may require the Union to refrain from posting any notice which OPTIONS considers objectionable.
- 12.03 No notice from the Union may be posted unless it bears the signature of an authorized officer of the Union.

### **ARTICLE 13 – SENIORITY**

- 13.01 (a) Newly hired nurses shall be considered to be on probation for a period of sixty (60) shifts worked from date of last hire (450 hours of work for nurses whose regular hours of work are other than the standard workday). If retained after the probationary period, the nurse shall be credited with seniority from date of last hire. With the written consent of OPTIONS, the probationary nurse and the Labour Relations Officer or designate, such probationary period may be extended. Where OPTIONS requests an extension of the probationary period, it will provide notice to the Union at least fourteen (14) 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 sixty (60) shifts (four hundred and fifty (450) hours) worked and where requested, OPTIONS will advise the nurse and the Union of the basis of such extension.
- (b) A nurse who transfers from casual or regular part-time to full-time status shall not be required to serve a probationary period where she has previously completed one since her date of last hire. Where no such probationary period has been served, the number of shifts worked (hours worked for nurses whose regular hours of work are other than the standard work day) during the nine months immediately preceding the transfer shall be credited towards the probationary period.
- (c) A nurse who transfers from casual part-time or full-time to regular part-time status shall not be required to serve a probationary period where she has previously completed one since her date of last hire. Where no such probationary period has been served, the number of shifts worked (hours worked for nurses whose regular hours of work are other than the standard work day) during the nine (9) months immediately preceding the transfer shall be credited towards the probationary period.
- 13.02 (a) A seniority list shall be established for all full-time and part-time nurses covered by this Agreement who have completed their probationary period. A copy of the current seniority list will be filed with the Bargaining Unit President or her designate once every six (6) months.
- (b) A seniority list shall be maintained for casual part-time nurses covered by this Agreement who have completed their probationary period. A copy of the current seniority list will be filed with the Bargaining Unit President or her designate once every six (6) months and on a Bulletin Board at the Administrative Office. Seniority on such lists will be expressed in terms of total hours worked.



13.03 A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time or in the event she is transferred from casual to regular 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 (1500) hours worked 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 (1) year of seniority for each fifteen hundred (1500) hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

Seniority and service will accrue for an adoptive parent or a natural father for a period of up to thirty-five (35) weeks while such nurse is on parental leave under Article 14.08.

NOTE: The accrual of seniority and service for nurses on pregnancy and parental leave applies to both full-time and part-time nurses.

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

13.04 If a nurse's absence without pay from OPTIONS including absences under Article 15, Leaves of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with OPTIONS to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure her continuing coverage.

Notwithstanding this provision, seniority shall accrue for a period of one (1) year if a nurse's absence is due to disability resulting in W.S.I.B. benefits or L.T.D. benefits including the period of the disability program covered by Unemployment Insurance.

Notwithstanding this provision, seniority and service will accrue and OPTIONS will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 15 and for a period of up to thirty-five (35) weeks for a birth mother and up to thirty-seven (37) weeks for a natural or adoptive parent who has not taken a pregnancy leave.

13.05 A full-time or regular part-time nurse shall lose all service and seniority and shall be deemed to have terminated if she or he:

- (a) leaves on her own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four (24) calendar months;

- (d) refused to continue to work on return to work during an emergency which seriously affects OPTIONS ability to provide adequate support for people, unless a satisfactory reason is given to OPTIONS;
- (e) is absent from scheduled work for a period of three (3) or more consecutive scheduled working days without notifying OPTIONS of such absence and providing a satisfactory reason to OPTIONS;
- (f) fails to return to work (subject to the provisions of Article 13.04 (e)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (g) fails upon being notified of a recall to signify her or his intention to return within twenty (20) calendar days after she or he has received the notice of recall mailed by registered mail to the last known address according to the records of OPTIONS and fails to report to work within thirty (30) calendar days after she or he has received the notice of recall or such further period of time as may be agreed upon by the parties;
- (h) is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced.

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

13.06

- (a) Where a permanent full-time or regular part-time vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by OPTIONS, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit and nurses in another ONA bargaining unit at OPTIONS, if any, may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days.
- (b) A nurse may make a written request for transfer by advising OPTIONS and filing a Request for Transfer form indicating her name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as of the date it is received by OPTIONS and shall remain so until December 31<sup>st</sup> of that year. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

A list of vacancies filled in the preceding month under Articles 13.06 (a) and (b), and the names of the successful applicants, will be posted, with a copy provided to the Union. Unsuccessful applicants will be notified.

At the request of the nurse, OPTIONS will discuss with the unsuccessful applicants ways in which they can improve their qualifications for future postings.

- (c) Nurses shall be selected for positions under either 13.06 (a) or (b) on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant, regardless of her ONA bargaining unit, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she cannot satisfactorily perform the job to which she was promoted, OPTIONS will attempt, during the first thirty (30) shifts (two hundred and twenty-five (225) hours for nurses whose regular hours of work are other than the standard work day) worked from the date on which the nurse was first assigned to the vacancy, to return her to her former job and the filling of the subsequent vacancies will likewise be reversed.
- (d) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of OPTIONS. In filling such vacancies, consideration shall be given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time nurse, consideration will be given to casual part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to utilizing non-bargaining unit nurses supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time and shall be covered by the terms of the part-time Collective Agreement. Upon completion of the temporary vacancy, such nurse shall be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (e) OPTIONS shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.
- (f) A nurse selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her selection.

## 13.07

- (a) A lay-off of nurses shall be made on the basis of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off.

Full-time and part-time nurses shall be recalled in the order of seniority, unless otherwise agreed between OPTIONS and the local Union, provided that the nurse is qualified to perform the available work.

- (b) Where a vacancy occurs in a position following a lay-off hereunder as a result of which a nurse had been transferred to another position, the affected nurse will be offered the opportunity to return to her former position providing such vacancy occurs within six (6) months of the date of layoff. Where the nurse returns to her former position, there shall be no obligation to consider the vacancy under Article 10.06. Where the nurse refuses the opportunity to return to her former position, she shall advise OPTIONS in writing.
  - (c) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.
  - (d) All regular part-time and full-time nurses represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.
- 13.08
- (a) A "lay-off" shall include a reduction in a nurse's hours of work, a cancellation of all or part of a nurse's scheduled shift and a displacement of a nurse from her area of assignment.
  - (b) OPTIONS shall provide the Union with no less than ninety (90) calendar days' notice of any proposed layoff. Notice shall not be required in the case of a cancellation of all or part of a single scheduled shift, provided that Article 19.10 has been complied with. In giving such notice, OPTIONS will indicate to the Union the anticipated duration of the lay-off and will identify the nurses likely to be affected. OPTIONS will meet with the Union to review the following:
    - (i) the reasons causing the lay-off; and
    - (ii) the service which OPTIONS will undertake after the lay-off; and
    - (iii) the method of implementation including the areas of cutback and the nurses to be laid off.
  - (c) (i) In the event of a lay-off, nurses shall be laid off in the reverse order of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off.
  - (d) A nurse who has been notified of a lay-off may:
    - (i) accept the lay-off; or
    - (ii) opt to retire if eligible under the terms of OPTIONS pension plan as outlined in Article 22.04; or
    - (iii) elect to transfer to a vacant position provided that she is qualified to perform the available work; or

- (iv) displace another nurses in any classification who has lesser bargaining unit seniority and whose work the nurse subject to layoff is qualified to perform.
- (e) In all cases of lay-off:
  - (i) Any agreement between OPTIONS and the Union concerning the method of implementation of the lay-off shall take precedence over the terms of the Article. The unavailability of a representative of the Union shall not delay any meeting regarding lay-offs or staff reductions.
  - (ii) Where a vacancy occurs in a position following a lay-off hereunder as a result of which a nurse has been transferred to another position, the affected nurse will be offered the opportunity to return to her former position providing such a vacancy occurs within six (6) months of the date of lay-off. Where the nurse returns to her former position there shall be no obligation to consider vacancy under Article 10.06. Where the nurse refuses the opportunity to return to her former position she shall advise OPTIONS in writing.
  - (iii) No reduction in the hours of work shall take place to prevent the impact of a lay-off without the consent of the Union.
  - (iv) All regular part-time and full-time nurses represented by the Union who are on lay-off will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.
  - (v) Full-time and part-time lay-off and recall rights shall be separate.
  - (vi) Casual part-time nurses shall not be utilized while full-time or regular part-time nurses remain on lay-off, unless the provisions of Article 10.09 have been complied with.
  - (vii) No new nurses shall be hired until all those nurses who retain the right to be recalled have been given an opportunity to return to work.
  - (viii) In this Article, a "vacant position" shall mean a position which the posting process has been completed and no successful applicant has been appointed.

13.09

- (a) In the event that a nurse is transferred out of the bargaining unit under (b) below for a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she or he shall not suffer any loss of seniority, service or benefits. 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.
- (b) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than one (1) year shall, subject to (a) above, 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 the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

- (c) 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, she 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.

13.10 (a) Nurses who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in the lay-off, loss of seniority or service or reduction in benefits to nurses in the bargaining unit.

- (b) OPTIONS shall not contract out the work of a bargaining unit nurse if, as a result of such contracting out, any bargaining unit nurse other than a casual part-time nurse is laid off, displaced or loses hours of work or pay. Prior to contracting out any available work, OPTIONS will first offer the work on the basis of seniority to regular part-time nurses in the bargaining unit providing that the nurse is qualified to perform the available work. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence.

NOTE: For the purposes of this Article, "contracting out" shall mean to another agency/organization.

NOTE 1: In the bargaining units where full-time and part-time nurses are both employed, seniority lists and lay-off and recall rights of part-time nurses shall be separate from full-time nurses.

NOTE 2: The seniority list referred to in Article 13.02 shall include any other information that is currently provided to the Union.

## **ARTICLE 14 – NOTICES**

14.01 Any notice to any employee under this Agreement may be given personally (either directly or by telephone) or by telegraph or electronically by e-mail or prepaid registered post addressed to the employee at her last address shown on the personnel file of OPTIONS and such notice shall be deemed to have been given when delivered or five (5) days after delivery to the telegraph or postal authorities.

- 14.02 Notice of Termination of Employment. Unless excused by OPTIONS, every nurse shall give at least two (2) weeks' notice of termination of her employment. OPTIONS will give notice based on the Employment Standard's Act.

## **ARTICLE 15 – LEAVES OF ABSENCE**

- 15.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Supervisor/Executive Director or her designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

### 15.02 Leave for Union Business

OPTIONS agrees to grant leaves of absence, without pay, to nurses selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings. When nurses are absent on Union business it will be limited to two (2) nurses at one time from both the full-time and part-time bargaining units. The number of days in total in one (1) year will not exceed thirty (30) working days off. Attendance at educational functions requested by OPTIONS will not fall into this category.

Other than in extenuating circumstances, the Union will request in writing a leave of absence for a nurse for the purposes of this clause at least three (3) weeks prior to the proposed commencement of such leave of absence. OPTIONS will respond in writing within one (1) week of receipt of the request unless there are extenuating circumstances.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by OPTIONS and the Union agrees to reimburse OPTIONS in the amount of the daily rate of the nurse except for Provincial Committee meetings which will be reimbursed by the Union. OPTIONS will bill the Union within a reasonable period of time.

Part-time nurses will receive seniority credit for all leaves granted under this Article.

15.03 Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she may require to fulfill the duties of her position. Reasonable notice - sufficient to adequately allow OPTIONS to minimize disruption of its services shall be given to OPTIONS for such leave of absence. Notwithstanding Article 13.04, there shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 15.02 above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by OPTIONS and the Union agrees to reimburse OPTIONS in the amount of the full cost of such salary and applicable benefits.

15.04 Leave, President, ONA

Upon application in writing by the Union on behalf of the nurse to OPTIONS, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) consecutive years. Notwithstanding Article 13.04, there shall be no loss of service or seniority during such leave of absence. During such leave of absence the nurse's salary and applicable benefits shall be maintained by OPTIONS and the Union agrees to reimburse OPTIONS in the amount of 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 OPTIONS of her intention to return to work at least two (2) weeks prior to the date of such return.

15.05 Bereavement Leave

- (a) A nurse who notifies OPTIONS as soon as possible following a bereavement shall be granted up to four (4) consecutive days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral for a parent, brother, sister, spouse, common-law spouse, same sex partner, son, daughter or step-child.
- (b) A nurse who notifies OPTIONS as soon as possible following a bereavement shall be granted up to three (3) consecutive days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral for a member of her immediate/foster family. "Immediate/foster family" means son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse, grandchild, step-parent, step-brother and step-sister. Where a nurse does not qualify under the above-noted conditions, OPTIONS, in its sole discretion, may extend such leave with or without pay.
- (c) A nurse may request one (1) additional bereavement day where she is required to travel for a period of four (4) hours or more one way.

For a part-time nurse who is granted bereavement leave as noted above, she shall continue to accrue seniority and service for all such leaves.



15.06 Jury and Witness Duty

If a full-time or regular part-time nurse is required to serve as a juror in any court or 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 or coroner's inquest in connection with a case arising from the nurse's duties at OPTIONS, the nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the nurse:

- (a) notifies OPTIONS immediately on the nurse's notification that she will be required to attend court;
- (b) presents proof of service requiring the nurse's attendance;
- (c) deposits with OPTIONS the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

15.07 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. A nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration inclusive of any parental leave.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by OPTIONS at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by OPTIONS, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with shifts worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 13 to a maximum of thirty (30) shifts (two hundred and twenty-five (225) hours for nurses whose regular hours of work are other than the standard work day).

OPTIONS will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) OPTIONS may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) A nurse 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 18 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by OPTIONS of the nurse's employment insurance cheque stub as proof that she is in receipt of employment insurance pregnancy benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks.

The nurse's regular 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.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments 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. The parties agree that such SUB payments will be made in accordance with any such requirements and approval processes as may be set out by Human Resources Development Canada.

#### 15.08

#### Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 15.07 is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise OPTIONS as far in advance as possible with respect to a prospective adoption 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 nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (c) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by OPTIONS, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with shifts worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 13 to a maximum of thirty (30) shifts (two hundred and twenty-five (225) hours for nurses whose regular hours of work are other than the standard work day).

OPTIONS will outline to nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) A nurse 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 20 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings.

Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by OPTIONS of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The nurse's regular 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.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments 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. The parties agree that such SUB payments will be made in accordance with any such requirements and approval processes as may be set out by Human Resources Development Canada.

## 15.09

### Education Leave

- (a) Leave of absence, without pay, for the purposes of further education directly related to the nurse's employment with OPTIONS may be granted on written application by the nurse to the supervisor or her designate. Requests for such leave will not be unreasonably denied.

- (b) A full-time or regular part-time nurse shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which nurses are enrolled to upgrade their nursing qualifications.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the nurse's employment at OPTIONS may be granted at the discretion of OPTIONS upon written application by the nurse to the supervisor or her designate.

15.10 Professional leave with pay will be granted to 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.

15.11 Where a nurse has been selected by the College of Nurses for the purpose of writing an examination arising out of the Quality Assurance Program required by the College of Nurses of Ontario, a nurse shall submit proof of such requirement and shall be entitled to a maximum of six (6) hours pay from her regularly scheduled working hours to write such examination when such exam is written at OPTIONS premise.

15.12 Pre-Paid Leave Plan

OPTIONS agrees to introduce a pre-paid 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 Part LXVIII of the Income Tax Regulations, Section 680I, 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 supervisor and Executive Director at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time on a pre-paid leave from both bargaining units is a total of two (2), it being understood that no more than one (1) nurse can be off on pre-paid leave at any one time from each bargaining unit. The year for purposes of the program shall be September 1 of one (1) year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Union and OPTIONS.
- (d) Written applications will be reviewed by the Manager or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority.

- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual 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 OPTIONS.
- (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 OPTIONS and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Healthcare of Ontario Pension Plan will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given the supervisor. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by OPTIONS, 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.
- (k) OPTIONS will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If OPTIONS is unable to find a suitable replacement, it may postpone the leave. OPTIONS 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.
- (l) 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.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with OPTIONS in order to authorize OPTIONS 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 15.12 of the Collective Agreement.

- (ii) The period of salary deferral and the period for which the leave is requested.
- (iii) The manner in which the deferred salary is to be held.

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

NOTE: Provisions in existing Collective Agreements providing for time off to study for College of Nurses examinations, to write registration examinations or examinations for courses of study related to employment shall be continued in effect and added to the above provisions in such Collective Agreements.

#### 15.13 Secondments

A nurse who is seconded from OPTIONS 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. Notwithstanding Article 13.04 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 shall be maintained by OPTIONS and OPTIONS 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 OPTIONS of her intention to return to work at least two (2) weeks prior to the date of such return.

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

(Articles 16.01 to 16.09 apply to full-time nurses only)

16.01 OPTIONS will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Income Plan brochure.

OPTIONS will pay seventy-five percent (75%) of the billed premium, plus applicable taxes, towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan), the employee will pay the balance of the billed premium, including applicable taxes, through payroll deduction.

NOTE: (i) Where eligible employees qualify for long-term disability, the coverage will cease at age sixty-five (65) for all employees, regardless of their length of continuous service.

- (ii) Premiums for active employees will cease thirty (30) weeks prior to turning age sixty-five (65).

16.02 When a nurse has completed any portion of her regularly scheduled shift prior to going on sick leave benefits or Workers' Compensation benefits, she shall be paid for the balance of the shift at her regular straight time hourly rate. This

provision will not disentitle the nurse to a lieu day under Article 20 if she otherwise qualifies.

- 16.03 Nurses returning to work from an illness or injury compensable under Worker's Compensation will be assigned light work as necessary, if available.
- 16.04 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.
- 16.05 No sick pay benefit is payable for the first two (2) days of absence for the fourth and subsequent periods of absence (by reason of illness or non-occupational accident) in the same calendar year.
- 16.06 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 16.07 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one (1) complete pay period may apply to OPTIONS for payment equivalent to the lesser of the benefits she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the nurse provides evidence of disability satisfactory to OPTIONS and a written undertaking satisfactory to OPTIONS that any payments will be refunded to OPTIONS following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short-term portion of the disability income plan.
- Any payment under this provision will continue for a maximum of fifteen (15) weeks.
- 16.08 Part-time nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.

## **ARTICLE 17 – HOURS OF WORK**

- 17.01 The following provision designating regular hours of work over the work schedule determined by OPTIONS shall not be construed to be a guarantee of hours of work to be performed per day or per week or days of work per week.
- (a) The normal daily shift for full-time nurses shall consist of seven and one-half (7 ½) consecutive hours in any twenty-four (24) hour period, exclusive of an unpaid one-half (1/2) hour meal period. The normal daily shift for part-time nurses shall be as scheduled but shall not normally exceed seven and one-half (7 ½) hours per day, exclusive of an unpaid one-half (1/2) hour meal period. Employees shall be entitled, subject to the exigencies of people supported, to paid rest periods during the shift

on the basis of fifteen (15) minutes for each half shift ((3 ¼) hours) worked.

- (b) Work schedules shall be developed on a bi-weekly basis in consultation between the nurse and her Manager, based on the clinical nursing needs of people supported, the Department and OPTIONS. Nurses will not normally be required to work split shifts and will not normally be scheduled to work more than six (6) consecutive days. A full-time nurse will be scheduled off at least one (1) period of two (2) consecutive days within a two (2) week period. The regular daily shifts of a full-time nurse shall average five (5) days per week (seventy-five (75) hours bi-weekly).
- (c) There may be times when a nurse may request or be requested by the Employer to change her hours of work (flex time) in order to accommodate certain programs and/or activities. Flex time shall be defined as scheduling flexible starting, lunch period and/or finishing times within her bi-weekly schedule.
- (d) OPTIONS may require nurses to work on weekends, such time if any, will be scheduled in consultation between the nurse and her Manager. Should a nurse be required to work on a third and subsequent consecutive weekend, the nurse will receive premium pay as outlined in Article 19 for all hours worked, save and except where:
  - (i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - (ii) such nurse has requested weekend work; or
  - (iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- (e) Requests for days off shall be submitted in writing at least one (1) week in advance, however, consideration will be given to requests with less than one (1) weeks' notice.
- (f) Nurses will be scheduled off at Christmas as per the OPTIONS office closure dates. During such closure, a nurse will be scheduled off for a minimum of five (5) consecutive days at either Christmas or New Year's.

## **ARTICLE 18 – PREMIUM PAYMENT**

- 18.01 (a) If a nurse is required and approved to work in excess of the hours referred to in Article 17.01 (a) or (b), she shall receive overtime premium of one and one-half (1 ½) times her regular straight time hourly rate. Overtime premium will not be duplicated for the same hours worked under Article 17.01 (a) and (b) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal shift differential provided herein.



- (b) A full-time nurse who is required to work on her scheduled day off shall receive overtime premium of one and one-half (1 ½) times her regular straight time hourly rate.
- (c) Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in shift on the request of a nurse or a changeover to daylight saving from standard time or vice-versa or an exchange of shifts by two (2) nurses.
- (d) Subject to 18.01 (a) above, where a nurse has worked and accumulated approved overtime hours, she shall have the option of electing payment at the overtime premium of one and one-half (1 ½) times her regular straight time hourly rate for all such approved hours or time off equivalent to the applicable overtime rate. Where the nurse chooses the latter option, such time will be allowed to be accumulated to a maximum of forty-five (45) hours at one time. Such time off must be taken at a time mutually agreeable, within the fiscal year in which it is earned or payment in accordance with the former option shall be made.

- 18.02 Work scheduled by OPTIONS to which a premium is attached under scheduling regulations contained in the Collective Agreement shall be paid at one and one-half (1 ½) times the nurse's regular straight time hourly rate or as otherwise provided.
- 18.03 The posting of work schedules shall be as set out in Article 17. It shall be the responsibility of the nurse to consult posted work schedules. OPTIONS will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse. Where less than twenty-four (24) hours' notice is given personally to the nurse, time and one-half of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule, unless such change is a result of agreed upon flex time, as per Article 17.01 (c). Such changes shall not be considered a lay-off.
- 18.04 Where a nurse is required to work on a paid holiday or on an overtime shift or on a shift that is paid at the rate of time and one-half her regular straight time hourly rate as a result of 18.02 above and she is required to work additional hours following her full shift on that day (but not including hours on a subsequent regularly scheduled shift for such nurse) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 18.05 A nurse who reports for work as scheduled, unless otherwise notified by OPTIONS, shall receive a minimum of four (4) hours pay at her regular straight time hourly rate. She shall be required to perform any nursing duties assigned by OPTIONS which she is capable of doing, if her regular duties are not available.
- 18.06 Where a full-time or part-time nurse has completed her regularly scheduled shift and left her shift and 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 her regular straight time hourly rate for all hours worked with a minimum

guarantee of four (4) hours pay at time and one-half her regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her regularly scheduled shift. In such a case, she will receive time and one-half her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.

- 18.07 A nurse who is required to remain available for duty on standby outside her regularly scheduled working hours shall receive standby pay in the amount of two dollars and fifty cents (\$2.50) per hour for the period of standby scheduled by OPTIONS. Where such standby duty falls on a paid holiday, the nurse shall receive standby pay in the amount of three dollars (\$3.00) per hour. Standby pay shall, however, cease where the nurse is called in to work under Article 18.06 above and works during the period of standby.
- 18.08 For nurses who are required to work shift work, such nurse shall be paid a shift premium for working evenings and nights. A nurse shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked which falls within the hours defined as an evening shift, between 16:00 and 00:01 hours and one dollar and twenty-five cents (\$1.25) per hour for each hour worked which falls within the hours defined as a night shift, between 00:01 and 08:00 hours, provided that such hours exceed two (2) hours if worked in conjunction with the day shift. For purposes of this provision, the night shift and the evening shift each consist of seven and one-half (7 ½) hours. Shift differential will not form part of the nurse's straight time hourly rate.
- 18.09 OPTIONS shall pay a mileage allowance to the maximum amount per kilometre approved by the Ministry of Community and Social Services when an employee is required by OPTIONS to utilize their own personal vehicle for approved OPTIONS business. Further, when a nurse is required to travel to OPTIONS or other such location from her home between the hours of 2400 and 0600, OPTIONS will pay transportation costs either by taxi or by her own vehicle at a mileage allowance to the maximum amount per kilometre approved by the Ministry of Community and Social Services (to a maximum of fourteen dollars (\$14.00) or such greater amount as OPTIONS may in its discretion determine) for each trip between the aforementioned hours. The nurse will provide to OPTIONS satisfactory proof of payment of such taxi fare.
- 18.10 A nurse shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other forty-eight (48) hour period as the local parties may agree upon. If a nurse is receiving premium pay under Article 18.02, pursuant to the scheduling regulations with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

## **ARTICLE 19 – PAID HOLIDAYS**

(Articles 19.01 to 19.07 apply to full-time nurses only)

- 19.01 A nurse who otherwise qualifies under Article 19.02 hereunder shall receive twelve (12) paid holidays as designated below:

|  |   |
|--|---|
| New Year's Day                                   | Labour Day                              |
| Family Day (3 <sup>rd</sup> Monday in February)  | Thanksgiving Day                        |
| Good Friday                                      | Remembrance Day                         |
| Victoria Day                                     | Christmas Day                           |
| Canada Day (July 1 <sup>st</sup> )               | Boxing Day (December 26 <sup>th</sup> ) |
| Civic Holiday (1 <sup>st</sup> Monday in August) | Nurse's Birthday                        |

19.02 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 excused by OPTIONS or the nurse was absent due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by OPTIONS;
- (c) the nurse's regular scheduled day off;
- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day. A nurse receiving Workers' Compensation Benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workers' Compensation Benefits and the holiday pay.

19.03 Holiday pay will be computed on the basis of the nurse's regular straight time hourly rate of pay times the number of hours for a normal daily shift as set out in Article 18.

19.04 Subject to Article 19.02:

- (a) Where a holiday falls during a nurse's scheduled vacation period, her vacation shall be extended by one (1) day unless the nurse and OPTIONS agree to schedule a different day off with pay.
- (b) Where a holiday falls on a nurse's scheduled day off an additional day off with pay will be scheduled.

19.05 A nurse required to work on any of the foregoing holidays shall be paid at the rate of time and one-half her regular straight time hourly rate of pay for all hours worked on such holiday, subject to Article 17.04. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the number of hours in a normal daily shift as set out in Article 17.

19.06 Lieu days off will be taken at a mutually agreeable time. Failing agreement within ninety (90) days from the time of their accrual, on a mutually acceptable date, monetary compensation shall be paid.

A nurse may opt to take up to three (3) lieu days off at one time.

- 19.07 (a) Where a nurse's birthday falls in a Leap Year on February 29<sup>th</sup>, in Non-Leap Years, March 1<sup>st</sup> will be deemed to be her birthday.
- (b) Where a nurse's birthday falls on another paid holiday, another day will be substituted as the birthday holiday.

19.08 (Article 19.08 applies to part-time nurses only)

If a regular part-time nurse works on any of the holidays listed below, she shall be paid at the rate of time and one-half her regular straight time hourly rate (as set out in the Wage Schedule) for all hours worked on such holiday, subject to the application of Article 17.04 regarding hours worked in addition to her full shift.

OPTIONS recognizes the following days as paid holidays:

|  |   |
|--|---|
| New Year's Day                                   | Labour Day                              |
| Family Day (3 <sup>rd</sup> Monday in February)  | Thanksgiving Day                        |
| Good Friday                                      | Remembrance Day                         |
| Victoria Day                                     | Christmas Day                           |
| Canada Day (July 1 <sup>st</sup> )               | Boxing Day (December 26 <sup>th</sup> ) |
| Civic Holiday (1 <sup>st</sup> Monday in August) | Nurse's Birthday                        |

- 19.09 A shift that begins or ends during the twenty-four (24) hour period of the paid holiday, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.

## **ARTICLE 20 – VACATIONS**

(Articles 20.01 to 20.06 apply to full-time nurse only)

- 20.01 All nurses shall receive vacations with pay based on length of full-time continuous service as follows:
- (a) Nurses who have completed less than one (1) year of full-time continuous service as of June 30<sup>th</sup> shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of six percent (6%) of gross earnings.
- (b) Nurses who have completed one (1) or more years of full-time continuous service as of June 30<sup>th</sup> shall be entitled to an annual vacation of three (3) weeks with three (3) week's pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c) Nurses who have completed three (3) or more years of full-time continuous service as of June 30<sup>th</sup> shall be entitled to an annual vacation of four (4) weeks with four (4) week's pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (d) Nurses who have completed eleven (11) or more years of full-time continuous service as of June 30<sup>th</sup> shall be entitled to an annual vacation

of five (5) weeks with five (5) week's pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (e) Nurses who have completed sixteen (16) years or more of full-time continuous service as of June 30<sup>th</sup> shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) If a nurse works or receives paid leave for less than 1525 hours in the vacation year, she will receive vacation pay based on a percentage of her gross salary for work performed on the following basis:

- 3 week entitlement - 6%;
- 4 week entitlement - 8%;
- 5 week entitlement - 10%;
- 6 week entitlement - 12%.

20.02 A nurse who leaves the employ of OPTIONS for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation, it being understood and agreed that the nurse will provide at least two (2) weeks' notice of termination.

20.03 For the purpose of vacation entitlement, service for those nurses whose status is changed, on or after October 23, 1981, from part-time to full-time or vice-versa, shall mean the combined service as a part-time and full-time nurse employed by OPTIONS and 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 and vice-versa.

- 20.04
- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
  - (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in hospital, the period of such hospitalization shall be considered sick leave.
  - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
  - (d) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 15.05 upon written application to the Executive Director of OPTIONS.
  - (e) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

- 20.05 A nurse's request for a vacation pay advance must be submitted to the Finance Department in accordance with Finance policy at least two (2) weeks prior to going on vacation.
- 20.06 A nurse may split her vacation time provided that no less than one (1) week's vacation is taken at any one time.
- (Articles 20.07 to 20.12 apply only to part-time nurses)
- 20.07 All regular part-time nurses shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time nurses, of their gross earnings in the preceding year. If a nurse works or receives paid leave for less than eleven hundred (1100) hours in the vacation year she will receive vacation pay based on a percentage of her gross salary for work performed on the following basis:
- 3 week entitlement - 6%;  
 4 week entitlement - 8%;  
 5 week entitlement - 10%;  
 6 week entitlement - 12%.
- Equivalent years of service, calculated pursuant to the formula set out in Article 20.03, shall be used to determine vacation entitlement.
- Casual part-time nurses will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable. Such vacation pay will be paid on monies earned on or after April 1, 1988. Equivalent years of service will be based on the casual part-time nurse's seniority established under Article 13.02 and will be calculated on the basis that fifteen hundred (1500) hours of part-time service shall equal one (1) year of full-time service and vice-versa.
- 20.08 A part-time nurse who leaves the employ of OPTIONS for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation, it being understood and agreed that the nurse will provide at least two (2) week's notice of termination.
- 20.09 For the purpose of vacation entitlement, service for those nurses whose status is changed, on or after October 23, 1981, from part-time to full-time or vice-versa, shall mean the combined service as a part-time and full-time nurse employed by OPTIONS and 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 and vice-versa.
- 20.10 For the purposes of calculating the amount of vacation earned, the vacation entitlement date shall be regarded as being June 30<sup>th</sup> in any year.
- 20.11 Each regular part-time nurse shall be entitled to vacation time off without pay based on length of continuous service and in accordance with Article 20.07.
- 20.12 Vacation pay for part-time nurses shall be calculated on a yearly basis to the end of the last pay period in December of each year. The amount of vacation pay so

calculated shall be paid to the nurses on the first regular pay day in January of each year.

- 20.13 For the purposes of calculating the amount of vacation earned, the vacation entitlement determination date shall be regarded as being June 30<sup>th</sup> in any year. The vacation year shall be January 5<sup>th</sup> to December 15<sup>th</sup> and vacation entitlement determined on June 30<sup>th</sup> of each year shall be used between those dates. A nurse will not be allowed to take vacation during the period from December 15<sup>th</sup> to January 5<sup>th</sup> unless staffing requirements permit.
- 20.14 No vacation days may be taken by a newly employed nurse prior to completion of six (6) months continuous service with OPTIONS.
- 20.15 Applications for vacations requested through the posted vacation request list shall be given preference in order of seniority. Once a nurse has indicated a vacation period and used her seniority to acquire this vacation period, she may not exercise her seniority rights to change this stated period.
- A vacation request sheet shall be posted in each area by February 15<sup>th</sup> in each year for at least four (4) weeks. A list showing approved vacations will be posted by April 1<sup>st</sup> in each year. Vacations may be requested other than by the vacation request list and will be on a first come basis (subject to the approved vacation list). OPTIONS shall respond in writing to these requests within two (2) weeks of their receipt.
- 20.16 OPTIONS will endeavour to schedule as a weekend off the weekend prior to a nurse's vacation. A nurse who commences her vacation on a Monday and does not receive the preceding Saturday and Sunday off shall have the final Saturday and Sunday scheduled off as part of her vacation on the condition that she takes one (1) or more full weeks of vacation.

## **ARTICLE 21 – HEALTH AND WELFARE BENEFITS**

(Article 21 applies to full-time nurses only)

- 21.01 OPTIONS agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible nurses in the active employ of OPTIONS under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:
- (a) OPTIONS agrees to pay one hundred percent (100%) of the billed premiums towards coverage of eligible nurses in the active employ of OPTIONS under the Ontario Health Insurance Plan.
  - (b) OPTIONS agrees to pay one hundred percent (100%) of the billed premiums towards coverage of eligible nurses in the active employ of OPTIONS under the Sun Life Plan or comparable coverage with another carrier.
  - (c) OPTIONS agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible nurses in the active employ of

OPTIONS under the Sun Life Benefits Plan or comparable coverage with another carrier providing for fifteen dollars (\$15.00) (single) and twenty-five dollars (\$25.00) (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (maximum three hundred dollars (\$300.00)\person) and vision care (maximum one hundred and twenty-five dollars (\$125.00) every twenty-four (24) months).

- (d) OPTIONS agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of eligible nurses in the active employ of OPTIONS under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premiums are paid by the nurses through payroll deduction. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the nurse is entitled.

- (e) Hospitals of Ontario Voluntary Life Insurance Plan

OPTIONS also agrees to make the Hospitals of Ontario Voluntary Life Insurance Plan (HOOVLIP) available to the nurses subject to the provisions of HOOVLIP at no cost to OPTIONS.

- (f) OPTIONS agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible nurses in the active employ of OPTIONS under the Sun Life Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the nurses through payroll deduction.
- (g) For purposes of health and welfare benefits under Article 21.01, dependent coverage is available to the nurse, to cover her or his same sex partner and their dependants, in accordance with the terms and conditions of the plans.

21.02 For newly hired nurses, coverage as set out in Article 21.01 shall be effective the first billing date in the month following the month in which the nurse was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for a nurse occur later than the first day of the fourth full month following the month in which the newly hired nurse was first employed.

21.03 OPTIONS may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. OPTIONS will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

21.04 All present nurses enrolled in the Healthcare of Ontario Pension Plan shall maintain their enrolment in the 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.



- 21.05 OPTIONS shall continue to pay the premiums for benefit plans under Articles 21 and 16, as applicable, for nurses who are on paid leave of absence or Workers' Compensation or at any time when salary is received, or as provided in Article 13.04. Such payment shall also continue while a nurse is on sick leave (including the Unemployment Insurance Period) or on Long Term Disability to a maximum of thirty (30) months from the time the absence commenced. Nurses who are on lay-off may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the lay-off does not exceed one (1) year.
- 21.06 (a) OPTIONS shall provide each nurse with information booklets outlining all of the current provisions in the benefits plans defined in Article 21.01 to Article 21.06 inclusive and the Sick Leave/LTD Plan defined in Article 21. Upon request, OPTIONS will make the Plans available to the Union for inspection.
- (b) OPTIONS shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 21.01 to Article 21.06 inclusive and the LTD Plan defined in Article 21. OPTIONS shall also provide the Union with a copy of all current information booklets provided to the nurses.

21.07 Unemployment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Commission (E.I.). The nurses' share of the employer's unemployment insurance premium reduction will be retained by OPTIONS towards offsetting the cost of the benefit improvements contained in this agreement.

**ARTICLE 22 – COMPENSATION**

- 22.01 (a) The salary rates in effect during the term of this Agreement shall be those as set out below. The monthly wage schedule for a full-time Registered Nurse and the regular straight time hourly rates for all regular and casual part-time Registered Nurses shall be as follows:

| REGISTERED NURSE – HEALTH CARE CONSULTANT |                            |                            |                            |
|---|----------------------------|----------------------------|----------------------------|
|   | Effective<br>April 1, 2017 | Effective<br>April 1, 2018 | Effective<br>April 1, 2019 |
| Start                                     | \$30.17                    | \$30.62                    | \$31.23                    |
| 1 Year                                    | \$31.52                    | \$31.99                    | \$32.63                    |
| 2 Years                                   | \$33.17                    | \$33.67                    | \$34.34                    |
| 3 Years                                   | \$34.85                    | \$35.37                    | \$36.08                    |
| 4 Years                                   | \$36.53                    | \$37.08                    | \$37.82                    |
| 5 Years                                   | \$38.17                    | \$38.74                    | \$39.51                    |
| 25 Years                                  | \$38.71                    | \$39.29                    | \$40.08                    |

The parties agree the above-noted rates do not reflect pay equity adjustments, such adjustments if any, shall be the result of the new Pay Equity Plan currently being negotiated by the parties. The parties further agree that such plan shall be

effective January 1, 2012 and any adjustments and/or maintenance arrangements shall be amended to this Collective Agreement once finalized.

(Articles 22.01 (b) and 22.01 (c) apply to part-time nurses only)

- (b) The hourly salary rates, inclusive of any applicable percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated, upon the completion of the probationary period, in accordance with the following formula:

Applicable straight time hourly rate + fourteen percent (14%).

- (c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in OPTIONS Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional nine percent (9%) or fourteen percent (14%), as applicable, which is paid in lieu of fringe benefits and accordingly the nine percent (9%) or fourteen percent (14%), as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- (d) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

22.02 A nurse is required to present to Human Resources on or before February 15<sup>th</sup> of each year, evidence that her Certificate of Registration is in good standing and currently in effect. Such time will be extended by the Employer for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect and such nurse provides evidence of the College of Nurses action. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay by OPTIONS. If the nurse presents evidence that her Certificate of Registration has been reinstated, she shall be reinstated to her position effective upon presenting such evidence. Failure to provide evidence within ninety (90) calendar days of the nurse being placed on non-disciplinary suspension by OPTIONS, will result in the nurse being deemed to be no longer qualified and she shall be terminated from the employ of OPTIONS. Such termination shall not be the subject of grievance or arbitration.

- 22.03 (a) A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that she shall receive no less an increase in salary than the equivalent of one (1) step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which she has been promoted) and she shall retain her service review date for purposes of wage progression. For the purpose of this Article, promotion shall be defined as a move from one classification to another classification with a higher salary grid. A nurse who is moved to a lower rated classification will be placed at the level on the grid, if any, which most closely recognizes her experience level on the other grid.
- (b) Where OPTIONS temporarily assigns a Registered Staff Nurse to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period one (1) full shift or more, at times when the incumbent in any such classification would otherwise be working, she shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for such duty in addition to her regular salary. OPTIONS agrees that it will not make work assignments which will violate the purpose and intent of this provision.
- (c) Group, Unit or Team Leader
- Whenever a nurse is assigned additional responsibility to direct, supervise or oversee work of nurses, and/or be assigned overall responsibility for the care of people supported in the area, for a shift of duty, she shall be paid a premium of sixty cents (60¢) per hour in addition to her regular salary and applicable premium allowance.
- 22.04 (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 OPTIONS by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, OPTIONS 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 OPTIONS. OPTIONS may also give effect to part-time nursing experience in special circumstances.
- 22.05 (a) Each full-time nurse will be advanced from her present level to the next level set out in the Salary Schedule, twelve (12) months after she was last advanced on her service review date. If a nurse's absence without pay from OPTIONS exceeds thirty (30) continuous calendar days during each

twelve (12) month period, her service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

- (b) Each regular part-time nurse will be advanced from her present level on the salary schedule to the next level on the salary schedule after obtaining one (1) year's service credit, calculated in accordance with provisions of Article 13.03.
- (c) A casual nurse whose status is altered to regular part-time or vice-versa will assume her same level on the grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of her last advancement.
- (d) Casual nurses will be placed on the salary grid in accordance with their service, such service to be calculated in accordance with the seniority calculation set out in Article 13.02. Casual part-time nurses will then advance on the grid in the same manner as regular part-time nurses.

22.06 A part-time nurse whose status is altered to full-time will assume her same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume her same level on the part-time grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of her last advancement.

22.07 (a) When a new classification in the bargaining unit is established by OPTIONS or OPTIONS makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, OPTIONS shall advise the Union of such new or changed classification and the rate of pay established. If requested, OPTIONS 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 OPTIONS 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 in accordance with Article 9, 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 OPTIONS and duties and responsibilities involved.

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

- (b) If a nurse becomes disabled with the result that she is unable to carry out the regular functions of her position, OPTIONS may establish a special classification and salary with the hope of providing an opportunity for continued employment.

**ARTICLE 23 – MISCELLANEOUS**

- 23.01 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Union. The cost of printing the Collective Agreement will be shared equally by OPTIONS and the Union.
- 23.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice-versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa.
- 23.03 It shall be the duty of each nurse to notify OPTIONS promptly of any change in address or any change in temporary residency. If a nurse fails to do this, OPTIONS will not be responsible for failure of a notice sent by registered mail to reach such a nurse. A nurse shall notify OPTIONS of any change to her telephone number.
- 23.04 Medical examinations, re-examinations and any tests required by Statute will be provided by OPTIONS in compliance with any applicable Regulations. The nurse may choose her personal physician for all such examinations, except the pre-employment medical, unless OPTIONS has a specific objection to the physician selected.
- 23.05 Prior to effecting any changes in rules or policies which affect nurses covered by this Agreement, OPTIONS will discuss the changes with the Union and provide copies to the Union.
- 23.06 Nurses will be paid every second week.
- 23.07 The number of nurses allowed off at one time on pre-paid leave under Article 15 from both bargaining units is a total of two (2), it being understood that no more than one (1) nurse can be off on pre-paid leave at one time from each bargaining unit.
- 23.08 OPTIONS will notify the President of the local Nurses' Union of the names of all nurses off work due to a work related injury or illness.
- 23.09 When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, OPTIONS will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- 23.10 OPTIONS agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time it is sent to the Board.
- 23.11 The Employer shall furnish the Union with an initial list of the address of each nurse and notify the Union of any changes once yearly.
- 23.12 Employees using personal vehicles shall receive a mileage allowance to the maximum amount per kilometre approved by the Ministry of Community and Social Services or in accordance with the current OPTIONS policy, whatever is greater.

## **ARTICLE 24 – DURATION**

- 24.01 This Agreement shall continue in effect until March 31, 2020 and shall remain in effect from year to year unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 24.02 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.
- 24.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.
- 24.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

## **ARTICLE 25 – JOB-SHARING**

- 25.01 Job-sharing is defined as an arrangement whereby two (2) or more nurses share the hours of work of what would otherwise be one full-time position.
- If OPTIONS agrees to a job-sharing arrangement, the introduction or discontinuance of such job-sharing arrangements will be negotiated.
- Once OPTIONS has determined that a vacancy exists and has agreed to a job-sharing arrangement, the vacancy or vacancies to be posted will be determined locally and will be filled in accordance with Article 13.06.
- The nurses involved in a job-sharing arrangement will be classified as regular part-time and will be covered by the provisions of this Agreement applicable to part-time nurses.

## **ARTICLE 26 – LIST OF APPENDICES**

- 26.01 Attached hereto and forming part of this Agreement:
- Appendix 1 - ONA Grievance Form.
  - Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons.

DATED at Thunder Bay, Ontario, this 30<sup>th</sup> day of April, 2018.

FOR OPTIONS

“Carolyn Grgurich”

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FOR THE UNION

“Gurpinder Singh”  
Labour Relations Officer

“Lilly Gifkins”  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

BETWEEN:

OPTIONS northwest  
(hereinafter referred to as "OPTIONS")

AND:

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

RE: TRANSFORMATION OF DEVELOPMENTAL SERVICES

The Employer and the Union agree to discuss initiatives related to the Ministry of Community and Social Services Transformation Process at the OPTIONS/Union Committee Meetings. Both parties agree to explore solutions in response to future directions related to various initiatives introduced through the transformation of developmental services.

This letter shall remain in effect for the term of the Collective Agreement.

DATED at Thunder Bay, Ontario, this 30<sup>th</sup> day of April, 2018.

FOR OPTIONS

FOR THE UNION

"Carolyn Grgurich"

"Gurpinder Singh"  
Labour Relations Officer

\_\_\_\_\_

"Lilly Gifkins"  
Bargaining Unit President

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**APPENDIX 1**

**ONA GRIEVANCE FORM**

|  |  |  |  |
|--|--|--|--|
| <b>ONTARIO NURSES' ASSOCIATION</b><br><b>ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO</b><br><b>GRIEVANCE REPORT / RAPPORT DE GRIEF</b>  |  |  |  |
| ONA LOCAL SECTION LOCALE DE L'AIO<br>GRIEVOR PLAIGNANTE<br>DEPARTMENT SERVICE  | EMPLOYER EMPLOYEUR<br>GRIEVANCE NO. N° DU GRIEF                | STEP ÉTAPE<br>1.<br>2.<br>3.                                 | DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR  |
| NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT  |  |  |  |
|  |  |  |  |
| SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ   |  |  |  |
|  |  |  |  |
| SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:  |  | SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP DE L'AIO:  |  |
| STEP ONE   | EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR                     | DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: | DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:   |
| PREMIÈRE ÉTAPE   |  |  | SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE<br>SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR |
| ▶  | DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT: | ▶  |  |
| STEP TWO   | EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR                     | DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: | DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:   |
| DEUXIÈME ÉTAPE   |  |  | SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE<br>SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR |
| ▶  | DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT: | ▶  |  |
| STEP THREE   | EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR                     | DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: | DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:   |
| TROISIÈME ÉTAPE  |  |  | SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE<br>SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR |
| ▶  | DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT: | ▶  |  |
| ON-09 REV. 01/2000      DISTRIBUTION: 1. BLACK - EMPLOYER    2. BROWN - ONA    3. BLUE - LOCAL ASSOCIATION    4. GREEN - GRIEVOR<br>DISTRIBUTION: 1. NOIR - EMPLOYEUR    2. BRUN - AIO    3. BLEU - ASSOCIATION LOCALE    4. VERT - PLAIGNANTE |  |  |  |

**APPENDIX 2****LIST OF PROFESSIONAL RESPONSIBILITY  
ASSESSMENT COMMITTEE – CHAIRPERSONS**

Ms. Carol Lynn Anderson, RN BScN, MScN  
1615 Old Simcoe Road  
Port Perry, Ontario  
L9L 1P2  
1-905-982-1366

Ms. Anitta Robertson, RN, BScN, MPA  
198 Corner Ridge Road  
Aurora, Ontario  
L4G 6L5  
1-905-727-3624

Ms. Angela Cooper Brathwaite, RN, MN, PhD  
University of Toronto  
27 Kings College Circle  
Toronto, Ontario  
M5S 3A2  
[Angela.cooperbrathwaite@utoronto.ca](mailto:Angela.cooperbrathwaite@utoronto.ca)