

**COLLECTIVE AGREEMENT**

between

**SAINT ELIZABETH HEALTH CARE – THUNDER BAY**  
(hereinafter referred to as the "Employer")

and

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

EXPIRY: MARCH 31, 2022

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory collective bargaining relations between the Employer and the employees covered by this Agreement, to provide means for the prompt resolution of grievances and disputes, and to establish and maintain satisfactory conditions of employment.

It is recognized that the Union and employees wish to work cooperatively with the Employer to provide the best possible community health service and quality care.

- 1.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the context so requires. Where the singular is used it may also be deemed to mean the plural.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent of all Registered Nurses and Registered Practical Nurses and all Registered Nurses and Registered Practical Nurses with a Temporary Certificate of Registration with the College of Nurses of Ontario engaged in a nursing capacity at Saint Elizabeth's Thunder Bay Service Delivery Centre in Thunder Bay, Ontario, save and except for, supervisors and persons above the rank of supervisor, home/personal support staff and office/clerical staff.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges and recognizes that the Employer has retained and shall possess and exercise all rights, functions, powers, privileges and authority that it possessed prior to the execution of this Collective Agreement except those that are relinquished or restricted by this Collective Agreement.

- 3.02 The Union acknowledges and recognizes that the management of the business and the direction of the workforce are the exclusive function of the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement.

Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Determine and establish standards and procedures for the care, welfare and safety of clients in the community;
- (b) Maintain order, discipline and efficiency;
- (c) Hire, assign, direct, transfer, upgrade, promote, demote, classify, layoff, suspend, discipline or discharge employees provided that a claim of discharge without just cause of an employee who has completed her probationary period may be the subject of a grievance and dealt with as herein provided;

- (d) Determine classifications, hours of work, work schedules, work assignments, and the working establishment and location for any service;
- (e) Determine the number and qualifications of staff required, services to be provided and the methods, procedures, equipment and technology to be used in connection therewith. This includes the right to introduce new and improved methods, equipment and technology; and
- (f) Make, enforce and alter, from time to time, rules and regulations to be observed by all employees.

It is agreed that these rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

#### **ARTICLE 4 – NO DISCRIMINATION**

- 4.01 It is agreed that there shall be no discrimination or harassment within the meaning of the *Ontario Human Rights Code* against any employee by the Employer or the Union by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability, gender identity or gender expression.
- 4.02 The Employer and the Union agree that there will be no discrimination, harassment, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership, or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement or any applicable legislation.

#### **ARTICLE 5 – NO STRIKES, LOCKOUTS**

- 5.01 The Union agrees that there will be no strikes, and the Employer agrees that there will be no lockouts so long as this Agreement continues to operate. The term “strike” and “lockout” shall bear the meaning given them in the *Ontario Labour Relations Act* and amendments thereto.

#### **ARTICLE 6 – UNION SECURITY**

- 6.01 The Employer will deduct from each employee covered by this Agreement an amount equal to the monthly Union dues as designated by the Union.
- 6.02 Such dues shall be deducted monthly from the first pay in which the employee has earnings and, in the case of newly employed employees, such deductions shall commence in the month following their date of hire. There shall be no deductions from an employee in a month in which the employee does not have earnings.
- 6.03 The Union will advise the Employer, in writing, of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further

written notice to the Employer at least one (1) month prior to the effective date of such change.

- 6.04 In consideration of the deducting and forwarding of Union dues and lists by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims for liability arising or resulting from the operation of this Article.
- 6.05 The month following the deduction of amount referred to in clause 6.01 above, the Employer will forward a cheque for the amounts deducted to the Union. The Employer will also forward a list of the names, addresses and social insurance numbers of all employees from whom deductions were made.
- 6.06 The Employer shall indicate the amount of the Union dues deducted on the T4 slip of each employee.
- 6.07 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The Employer will advise the Union representative of any new hires and their contact information upon hire. During such meeting, membership forms may be provided to the employee.
- 6.08 The Union agrees that there will be no Union activity, business or meetings, solicitation for membership or collection of Union dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.

## **ARTICLE 7 – UNION REPRESENTATIVES AND COMMITTEES**

- 7.01 The Employer will recognize the following:
- (a) Union/Grievance Representatives
- The Employer agrees to recognize two (2) employee representatives to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Agreement.
- (b) Negotiating Committee
- The Employer will recognize a Negotiating Committee comprised of two (2) employees for the purpose of meeting with the Employer to negotiate the renewal of this Agreement. The Union Negotiating Committee may have the assistance of a representative of the Ontario Nurses' Association when negotiating with the Employer.
- (c) Labour Management Committee
- The Employer will recognize a joint committee composed of two (2) employees, elected or appointed by the Union, and two (2) Employer

representatives. The purpose of this committee shall be to discuss matters of mutual concern and interest. Meetings shall be held every three (3) months, unless otherwise agreed, during regular business hours at a mutually agreed time and place. Either party may request a meeting of the Committee earlier than the next scheduled meeting.

It is agreed that the committee will not discuss matters that are properly the subject of a grievance or negotiations.

(d) Joint Occupational Health and Safety Committee

- (i) The Employer, employees and the Union shall comply with the *Occupational Health and Safety Act* in order to prevent accidents, injuries and illness.
- (ii) The Employer agrees to establish and maintain a Joint Occupational Health and Safety Committee, (under the *Occupational Health and Safety Act*) comprising of two (2) worker representatives who will be selected or appointed by the Union from the bargaining unit. One (1) worker representative will be a certified worker as defined under the Occupational Health and Safety Act.
- (iii) The Committee and the members of the Committee shall have all those entitlements, rights, functions, and powers provided by the *Occupational Health and Safety Act*.
- (iv) Such Committee shall identify potential dangers and hazards, recommend means of improving health and safety programs and recommend actions to be taken to improve conditions relating to occupational health and safety.
- (v) Committee meetings shall be held every three (3) months or more frequently at the call of the co-Chairs, if required. ONA committee members will be paid up to one (1) hour for any preparation time required before the meeting.
- (vi) The Employer will provide a bulletin board for posting of health and safety matters.

7.02 The Union shall keep the Employer notified, in writing, of the names of the employee representatives, committee members and any other officers of the Local Union appointed or elected under this Article as well as the effective dates of their respective appointments.

7.03 An employee representative will not leave her work during working hours except to perform her authorized duties under this Agreement. Where an employee representative is required to attend to such business, she will not leave work without prior permission from her Supervisor. The employee's request, indicating the approximate time required, will be submitted to her Supervisor a minimum of twenty-four (24) hours in advance. Providing the employee's absence does not interfere with the delivery of service to clients, such permission will not be

unreasonably withheld. Upon completion of the Union business, the employee representative will inform her Supervisor and then return to work.

- 7.04 All references to employee representatives, committee members and officers in this Collective Agreement shall be deemed to mean representatives employed by the Employer unless otherwise indicated. A staff representative of the Ontario Nurses' Association may, upon agreement of the Employer, attend committee meetings under this Article. Such request will not be unreasonably denied.
- 7.05 With the exception of the Negotiating Committee members, employee representatives and committee members will suffer no loss of earnings for time spent in meetings with the Employer during their regular working hours. In the case of grievance meetings, this will include time spent up to, and including, the second (2<sup>nd</sup>) step grievance meeting. In the case of the Negotiating Committee, members will be compensated at their straight time rate of pay for up to three (3) days at 7.5 hours per day for time spent in bargaining meetings, including conciliation.
- 7.06 The Union agrees that there will be no Union business on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.

7.07 Modified Work

The Employer and the Union will comply with all applicable legislation related to the accommodation of employees in the workplace. The Employer will notify the Local Union of the name of any employee who is returning to work on a modified work program. If requested, the Employer will meet with a staff representative of the Ontario Nurses' Association and a member of the Local Union to address questions from the Union regarding return to work protocols and workplace accommodations.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

- 8.01 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 8.02 At any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her employee representative.
- 8.03 It is the mutual desire of the parties to this Agreement that differences shall be resolved as quickly as possible and it is understood that an employee has no grievance until she has first given her Supervisor the opportunity of addressing her complaint. Such complaint shall be discussed within seven (7) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. After the discussion, the Supervisor shall confirm her response in writing within fourteen (14) calendar days.

Step 1

If the complaint is unresolved, a written grievance may be submitted, dated and signed by the employee to the Director or her designate, within seven (7) calendar days from receipt of the written decision of the Supervisor. The parties may choose to meet to discuss the concern at a time and place suitable to all. The Director or her designate shall confirm her decision, in writing, within fourteen (14) calendar days of the meeting.

Step 2

If the complaint remains unresolved after Step 1, the grievance may be submitted, in writing, to the Vice-President or her designate within seven (7) calendar days of the decision in Step 1. A meeting will be arranged between the Vice-President or her designate and the appropriate parties. It is understood and agreed that a staff representative of the provincial Ontario Nurses' Association and the grievor may be present at the meeting and that the Employer may have such counsel and assistance as it may desire at such meeting. The Vice-President or her designate will confirm her decision, in writing, within fourteen (14) calendar days of the meeting. A copy of the second step grievance reply will be provided to the Union.

8.04 Policy Grievance

A grievance arising directly between the Employer and Union concerning the interpretation, application, or alleged violation of this Agreement shall be originated at Step 2 within seven (7) calendar days following the circumstances giving rise to the grievance. A policy grievance filed by the Union shall be presented to the Vice-President or her designate. A grievance filed by the Employer shall be presented to the Ontario Nurses' Association staff representative.

A meeting will be arranged between the parties. The decision of the non-grieving party will be delivered, in writing, within fourteen (14) calendar days of the meeting.

8.05 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing signed by each employee who is grieving, to the Director or her designate at Step 1 within seven (7) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees.

8.06 Discharge/Suspension Grievance

The release of a probationary employee shall not be subject to the grievance procedure. A claim by an employee 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 employee at



Step 2 within seven (7) calendar days after the date of the discharge or suspension is affected.

8.07 Mediation

After the grievance has been processed through all the stages provided for under the foregoing procedures, either party, with the agreement of the other party, may submit the grievance to mediation within fourteen (14) calendar days of receiving the decision under the last step of the grievance procedure above. The selection of the Mediator will be by mutual agreement of the parties.

The Mediator's expenses shall be borne in equal shares by the Employer and the Union.

8.08 The time limits and procedures set out in the grievance provisions herein are mandatory and failure to comply strictly with such time limits and/or procedures except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned, settled or withdrawn.

8.09 All agreements reached under the grievance procedure between the Employer and the Union will be final and binding upon the Employer, the Union and the employee(s).

8.10 With the exception of grievances filed by the Employer, it is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals.

8.11 Union grievances shall be on the form set out in Appendix "A", as attached. Alternatively, the parties may agree to an electronic version of this form and a process for signing.

**ARTICLE 9 – ARBITRATION**

9.01 Failing settlement of the grievance under the foregoing procedure, such grievance may be submitted to arbitration within fourteen (14) calendar days of receiving the decision under the last step of the grievance procedure above. If no written request for arbitration is received within fourteen (14) calendar days after the Step 2 reply or date of the mediation hearing, the grievance shall be deemed to have been abandoned, settled or withdrawn.

9.02 Disputes which are carried to the arbitration stage shall be heard before a single Arbitrator, unless both parties mutually agree, in writing, that the dispute shall be heard by a tripartite Board of Arbitration. The Employer and the Union agree that in the case of a single Arbitrator the following arbitrators shall be called to arbitrate on a rotation basis, and in order of their listing:

Louisa Davie  
 Brian Keller  
 Paula Knopf  
 Randi Abramsky  
 John Stout

A letter shall be sent within fourteen (14) calendar days to the Arbitrator in accordance with the rotation in Article 9.02 above.

The parties will share equally the fees and expenses of the Arbitrator.

- 9.03 No matter shall be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 9.04 The Arbitrator 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.
- 9.05 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance.
- 9.06 The time limits and procedures set out in the arbitration provisions herein are mandatory and failure to comply strictly with such time limits and/or procedures except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned, settled or withdrawn.
- 9.07 The proceedings of the arbitration may be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

#### **ARTICLE 10 – DISCIPLINE, SUSPENSION OR DISCHARGE**

- 10.01 An employee may be disciplined, suspended, with or without pay, or dismissed provided that a claim by an employee, who has completed her probationary period that she has been disciplined or discharged without just cause may be the subject of a grievance and dealt with as herein provided.
- 10.02 At the time formal discipline is imposed, the employee is entitled to be represented by a union representative.
- 10.03 Any letter of reprimand, suspension or other sanction will not be relied upon for further disciplinary action after two (2) years following the receipt of such letter, suspension or other sanction, provided that the employee's record has been discipline free for the immediate preceding two (2) years which she has worked.

#### **ARTICLE 11 – EMPLOYEE FILES**

- 11.01 Upon written request to the supervisor or designate seven (7) calendar days in advance, an employee may review her employee file in the presence of a member of management.
- 11.02 When a performance appraisal is completed with respect to an employee, the employee shall be given an opportunity to review and sign the appraisal. If the employee disagrees with any area of the appraisal, she may note her disagreement, in writing, in the performance appraisal system. The completed

performance appraisal shall be available to the employee via the on-line performance appraisal system and be provided to the employee upon request.

## **ARTICLE 12 – SENIORITY**

### 12.01 Probationary Period

- (a) Newly hired full-time employees shall be considered to be on probation for a period of three (3) months from the date of last hire. For part-time and casual employees, the probationary period will be four hundred and eighty-eight (488) hours worked. If retained after the probationary period, the employee will be credited with seniority from date of last hire. The probationary period may be extended, for up to three (3) months and in such cases, the employer will provide notice to the union at least five (5) calendar days prior to the expected date of expiration of the initial probationary period.
- (b) Probationary employees may be released at the discretion of the employer and such release shall not be the subject of a grievance or arbitration.
- (c) Seniority shall not be established for an employee upon the completion of the probationary period.

### 12.02 Definition of Seniority

- (a) Seniority shall be determined by an employee's continuous length of service within the bargaining unit from her last date of hire, unless otherwise agreed herein.
- (b) Newly hired full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from their last date of hire, except as otherwise provided herein.
- (c) Newly hired part-time and casual employees will accumulate seniority on the basis of their straight time paid hours worked in the bargaining unit since their last date of hire, except as otherwise provided herein.

### 12.03 Seniority Lists

- (a) A seniority list shall be established for all full-time employees covered by this Agreement who have completed their probationary period. Seniority on such lists will be expressed in terms of hire date, unless otherwise amended herein.
- (b) A seniority list shall be established for all part-time and casual employees covered by this Agreement who have completed their probationary period. Seniority on such lists will be expressed in terms of hours worked.
- (c) Separate seniority lists shall be established for:

- (i) Registered Nurses
  - (ii) Registered Practical Nurses
- (d) Seniority lists will be updated once per year. The Union shall be provided with a copy of the seniority lists once per year in May and prior to a layoff. Upon posting of the seniority lists, the Union and affected employees will have thirty (30) calendar days to make written objections to the accuracy of the lists, failing which the seniority lists will be deemed to be accurate.

#### 12.04 Transfer Out of Bargaining Unit

- (a) An employee who is transferred or promoted to a position outside of the bargaining unit for a period of not more than one (1) year shall retain, but not accumulate, her seniority held at the time of the transfer or promotion. In the event the employee is returned to a position in the bargaining unit, she shall be credited with seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- (b) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her return to the bargaining unit.

#### 12.05 Seniority Retention with No Accumulation

Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:

- (a) When on an approval leave of absence without pay exceeding thirty (30) continuous calendar days; or
- (b) When on a layoff for a period of up to twelve (12) months.

#### 12.06 Loss of Seniority

An employee shall lose all seniority and service and shall be deemed to have terminated if she:

- (a) Resigns;
- (b) Is discharged and not reinstated through the grievance/arbitration procedure;
- (c) Retires;
- (d) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence;
- (e) Is laid off for a period of twelve (12) months;

- (f) Has been laid off and fails to return to work after being recalled in accordance with Article 14.04;
- (g) Fails to report to work as scheduled at the end of a leave of absence, vacation or suspension;
- (h) Utilizes a leave of absence for purposes other than that for which the leave was granted;
- (i) Fails to maintain the requisite certifications, qualifications, or licenses for the position;
- (j) Refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate client care, unless a reasonable explanation is given to the Employer, subject to the application of the *Occupational Health and Safety Act*;
- (k) Is absent from work due to illness or injury for a period of twelve (12) or more consecutive months and it has been medically determined that the employee is not able to return to her regular duties with the Employer in the foreseeable future, subject to the applicable provisions of the *Ontario Human Rights Code*; or
- (l) Is absent from work for twenty-four (24) or more consecutive months while in receipt of WSIB or LTD compensation, subject to the applicable provisions of the *Ontario Human Rights Code*.

12.07 An employee whose status changes from full-time to part-time or vice versa, shall receive full credit for her seniority on the basis of one (1) year of seniority for each 1700 hours worked in the bargaining unit.

### **ARTICLE 13 – JOB POSTING**

13.01 Where the Employer determines that a vacancy for a permanent position in the bargaining unit exists, such vacancy will be posted electronically for a period of seven (7) calendar days. The Employer is not required to consider the job application for a full-time employee who has been the successful applicant in a job competition in the preceding three (3) months. Part-time and casual employees must complete a minimum of two hundred ninety and one-quarter (290.25) hours to be considered.

13.02 Employees shall submit written applications for the posted position in accordance with the instructions on the posting.

13.03 Employees shall be selected for positions under 13.01 on the basis of skill, ability, experience and qualifications determined by the Employer to be required for the job.

Where the Employer deems these factors to be relatively equal amongst the candidates who are qualified to perform the job then seniority shall be the governing factor.

- 13.04 The Employer may temporarily assign an employee to a job vacancy until the posting procedure has been completed and the position has been filled.
- 13.05 The Employer may advertise externally during the posting period. If there are no successful applicants from within the bargaining unit, the Employer may hire an employee from outside the bargaining unit.
- 13.06 Temporary vacancies of twelve (12) months or less will not be posted and will be filled at the discretion of the Employer. Part-time employees will have first consideration to fill such vacancies provided they have all of the requisite skills, experience, abilities and education. The Employer may post externally, if required, to fill the position. The duration of temporary positions may be extended upon agreement of the Union and such agreement shall not be unreasonably withheld.

#### **ARTICLE 14 – LAY-OFF AND RECALL**

- 14.01 In the event that a reduction of the nursing staff is required, the Employer agrees that the most junior employee will be laid off first, provided that the employees who remain are willing and have the qualifications, skills and ability to perform the work available. When recalling employees after layoff, those last to be laid off will be the first to be recalled provided that in each case, the employee is qualified and has the skill and ability to perform the work.
- 14.02 (a) The layoff and recall of registered nurses shall be separate and apart from the layoff and recall of registered practical nurses.
- (b) Full-time layoff and recall shall be separate from part-time layoff and recall.
- (c) Where a vacancy occurs in a position following a layoff hereunder, the affected employee will be offered the opportunity to return to her former position providing she has recall rights and is qualified, having the skill, ability and experience to perform the available work. Where the employee returns to her former position there shall be no obligation to consider the vacancy under Article 13.01.
- 14.03 The Employer will endeavour to provide the Union with as much advance notice as possible of any permanent layoff. The Employer shall provide the employees with notice of permanent layoff in accordance with the *Employment Standards Act*, as amended from time to time. The Employer agrees to meet with the Union to discuss the reasons for the layoff.
- 14.04 Notice of recall shall be sent by registered mail to the employee's last known address on file. The employee is solely responsible for her proper address being on record with the Employer. The employee must respond, in writing, to the notice within five (5) calendar days of mailing of same and shall be available for work within an additional seven (7) calendar days. In the event that the employee declines or does not respond, she shall lose all seniority and shall be considered to have resigned her employment.

## **ARTICLE 15 – LEAVES OF ABSENCES**

### 15.01 Personal Leave

Employees with two (2) years of continuous service may request an unpaid leave of absence of up to three (3) months in duration. Requests for such leaves will be considered on an individual basis and granted at the discretion of the Director. A written request, with reasons, shall be submitted at least two (2) months in advance of the expected leave date. Providing the employee's absence does not interfere with the operations of the Employer, such permission will not be unreasonably withheld.

The employee, upon four (4) weeks' written notice, shall be returned to the position held immediately prior to the commencement of the leave or, if eliminated, to a comparable position at the corresponding salary, as available.

15.02 Except as specifically provided herein, during a leave of absence, seniority shall not accumulate but shall be retained.

### 15.03 Pregnancy and Parental Leave

Pregnancy and parental leave shall be granted in accordance with the applicable provisions of the *Employment Standards Act*, as amended from time to time.

### 15.04 Jury & Witness Duty

- (a) If an employee is required to serve as a juror in any court of law or attend under subpoena as a witness in a court proceeding, the employee shall be granted a leave of absence, without pay, provided that the employee:
  - (i) Immediately notifies the Employer that she will be required to attend court; and
  - (ii) Presents jury duty letter requiring the employee's attendance.
- (b) Where an employee is required by subpoena to attend a court of law or a Coroner's inquest as a witness in connection with a case arising from the employee's duties with the Employer, the employee shall not lose regular pay as a result of such attendance. The amount of pay received by a part-time employee who is scheduled to work on the day(s) where her attendance is required under this provision will be based on an average of the employee's daily earnings over the immediate preceding thirteen (13) week period.
- (c) The Employer shall not be required to schedule additional visits or shift hours as a result of attendance in (a) or (b) above.

### 15.05 Leave for Union Business

Leave of absence, without pay, to attend union business such as conferences, union education days and conventions will be granted to employees based on the following conditions:

- (a) Request for such leave shall be made, in writing, by the Union to the Employer giving as much notice as possible, with a minimum of four (4) weeks' advanced notice, except in exceptional circumstances. The Employer shall indicate, in writing, within two (2) weeks of the request being made, whether or not the request has been approved. Providing the employee's absence does not interfere with the operations of the Employer, such leave shall not be unreasonably withheld.
- (b) Not more than (1) employee from a classification and not more than two (2) employees in total at any one time shall be allowed such leave.
- (c) The aggregate number of days granted for all employees in the bargaining unit will be limited to fifteen (15) days, inclusive of travel time, per calendar year.
- (d) There shall be no loss of seniority during such leave of absence.
- (e) The Employer agrees to grant leaves of absence, without pay, to members of the Local Association who are elected to the Provincial positions, including that of Local Co-ordinator. Such leave will not be included in the bargaining leave days and the Local Co-ordinator will not be included in the number of employees allowed to be absent from work as specified in Article 15.05 (c).

### 15.06 Return from Leave of Absence

Upon an employee's return from leave of absence, the Employer will endeavour to assign the same geographical area(s) as worked prior to the leave. However, it is understood and agreed that, in order to ensure that clients are properly serviced, there is no guarantee of clients or geographical area(s).

### 15.07 Bereavement Leave

#### **(This provision applies to full-time employees only)**

An employee who notifies the Employer as soon as possible following a bereavement shall be granted three (3) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. Where extensive travel is required or in exceptional circumstances, additional unpaid bereavement leave of up to two (2) days may be granted at the



discretion of the Supervisor. Employees will be credited with seniority and service for all such leaves.

## 15.08

Sick LeaveFull-Time Employees

- (a) Full-time employees will accrue paid sick time credits at the rate of one-point-one-five percent (1.15%) of each hour worked up to a maximum of three (3) days (22.5 hours) in each calendar year. This is inclusive of the two (2) paid Personal Emergency Leave (PEL) days per year.
- (b) In each calendar year, the two (2) paid PEL days will be applied to the first two (2) absences due to a personal or family illness or medical emergency. Where employees' accrued sick time is less than their paid PEL hours as at that time, they will receive their regular rate of pay on each of the PEL days based on their daily average hours worked in the preceding two (2) pay periods and their sick time credits will be adjusted accordingly. Thereafter, for absences due to personal illness, employees may use accrued sick time credits, less any previously utilized paid PEL time, up to a maximum of thirteen (13) hours per day.
- (c) Employees may carry-over accrued sick time from year-to-year up to a maximum of thirty (30) days (225 hours).
- (d) Any unused sick credits will not be paid out or transferred upon a change of status, or paid out upon termination of employment.

Part-time and Casual Employees

- (a) Part-time and Casual employees are entitled to two (2) paid PEL days per year.
- (b) In each calendar year, the two (2) paid PEL days will be applied to the first two (2) absences due to a personal or family illness or medical emergency. For each PEL day, employees will receive their regular rate of pay based on their daily average hours worked in the preceding two (2) pay periods.
- (c) Any unused PEL days will not be carried over from year-to-year or paid out upon termination of employment.

**ARTICLE 16 – PUBLIC HOLIDAYS**

## 16.01

- (a) The Employer recognizes the following Public Holidays:

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

- (b) Public Holidays will be paid in accordance with the *Employment Standards Act*, as amended from time to time.
- (c) An employee who is required to work on any of the foregoing holidays shall be paid at the rate of one and one half (1 ½) times her regular straight time pay for all hours worked on such holiday, in addition to the Public Holiday Pay for that day in accordance with the *Employment Standards Act*, as amended from time to time.
- (d) In order to qualify for pay for a holiday, the employee shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer, or the employee was absent due to:
  - (i) Legitimate illness or accident;
  - (ii) Vacation granted by the Employer;
  - (iii) The employee's regular scheduled day off;
  - (iv) A paid leave of absence provided the employee is not otherwise compensated for the holiday.

## **ARTICLE 17 – VACATION**

- 17.01 All full-time and part-time employees will earn vacation with pay based on length of continuous service as follows:
- (a) Employees with less than seven (7) years of continuous service will accrue vacation at the rate of six percent (6%) of their regular hourly rate of pay for all hours worked.
  - (b) Employees who have completed seven (7) but less than fifteen (15) years of continuous service will accrue vacation at the rate of eight percent (8%) of their regular hourly rate of pay for all hours worked.
  - (c) Employees who have completed fifteen (15) but less than twenty-five (25) years of continuous service will accrue vacation at the rate of ten percent (10%) of their regular hourly rate of pay for all hours worked.
  - (d) Employees who have completed twenty-five (25) or more years of continuous service will accrue vacation at the rate of twelve percent (12%) of their regular hourly rate of pay for all hours worked.
- 17.02 The vacation year runs from January 1<sup>st</sup> to December 31<sup>st</sup>. The maximum amount of vacation carryover as at December 31<sup>st</sup> in any given year is seventy-five (75) hours.

Clarity Note: This provision will apply beginning in the 2016 vacation calendar year.

- 17.03 (a) An employee may request to take a maximum of two (2) weeks of their vacation accrual at any one time, unless otherwise approved by the Supervisor.
- (b) Vacation during peak periods will be limited, as required, in order to ensure that client care demands are met. Peak periods include:
- March break.
  - Summer vacation (June 15<sup>th</sup> to September 15<sup>th</sup> inclusive).
  - Christmas/New Year's (December 15<sup>th</sup> to January 15<sup>th</sup> inclusive).
- (c) Requests for vacations during the period from January 1<sup>st</sup> to June 30<sup>th</sup> shall be submitted, in writing, to the Supervisor by October 1<sup>st</sup>. Requests for vacations during the period from July 1<sup>st</sup> to December 31<sup>st</sup> shall be submitted, in writing, to the Supervisor by March 1<sup>st</sup>.
- (d) A request for a single vacation day may be considered on less notice.
- (e) For vacation requests during the period from January 1<sup>st</sup> to June 30<sup>th</sup>, the vacation schedule will be posted by November 1<sup>st</sup>. For vacation requests during the period from July 1<sup>st</sup> to December 31<sup>st</sup>, the vacation schedule will be posted by April 1<sup>st</sup>.
- 17.04 The Supervisor will consider and approve vacation requests based on the operational needs of the Employer.
- 17.05 If two (2) or more employees in the same job classification request the same time for vacation, preference will be given to the employee with the greatest seniority.
- 17.06 An employee may not change her authorized vacation period without the prior written approval of the Supervisor or her designate.

## **ARTICLE 18 – HOURS OF WORK**

- 18.01 Nothing in this Agreement shall be construed as a guarantee of daily or weekly hours.
- 18.02 Full-time Employees
- Full-time employees will be scheduled according to a master rotation, as required by the Employer. The standard master schedule will consist of seventy-five (75) hours over ten (10) days in each bi-weekly period, exclusive of unpaid meal breaks.
- 18.03 Part-time Employees
- Part-time employees will provide their availability and commitment to be scheduled a minimum of thirty (30) hours in each bi-weekly period, exclusive of unpaid meal breaks, as required by the Employer. Part-time employees who do not wish to be scheduled above thirty (30) – hour bi-weekly commitment shall

indicate so, in writing, to the Employer. There are no regular schedules and no guarantee of hours.

18.04 Casual Employees

Casual employees are required to advise the Employer of their availability six (6) weeks prior to the start of the scheduling period and be available and willing to work during the times indicated as available. Notice shall indicate day, evening and/or night shifts and the days of the week during which they are available for work. The Employer will ensure full-time and part-time employees have been offered the opportunity for work assignments as per Article 18 prior to offering work assignments to casual employees. Shifts will be assigned based on business needs and there is no guarantee of hours or shifts based on availability provided.

18.05 Due to fluctuations in client volumes and in order to ensure that clients are properly serviced, the workload of nurses may vary and their hours worked may exceed or be less than their scheduled hours. Nurses will be paid based on their actual hours worked.

- 18.06 (a) Hours will be assigned according to the master schedule, subject to the following:
- (i) The employee's skills and clinical competence to perform the work required;
  - (ii) Continuity of care for the client and respect for legitimate client preferences;
  - (iii) The seniority of employees; and
  - (iv) The geographic location recognizing that nurses may be required to travel outside of their geographical area to ensure that clients are properly serviced.
- (b) As additional hours become available, they will be first assigned to full-time employees with less than seventy-five (75) hours over ten (10) days in the bi-weekly period, based on the criteria in Article 18.05 (a) above and then to part-time employees based on their availability and the criteria in Article 18.05 (a) above up to seventy-five (75) hours over ten (10) days in the bi-weekly period. Thereafter, any additional hours will be distributed amongst the full-time employees scheduled to work on the day the service is required.
- (c) The Employer will endeavour to distribute assignments that become available due to same-day book-offs amongst those nurses scheduled to work that day. Client continuity and geographic proximity are not required for same-day re-assignment of clients. Seniority will be considered, where practicable.

- (d) The parties recognize that the client has the right to request a change in his or her nurse and the Employer is obligated to accommodate this request provided it is determined to be reasonable and appropriate.

18.07 Full-time and part-time nurses must be available to work days, evenings, nights and a minimum of two weekends in every four weeks to ensure that clients are properly serviced.

18.08 Nurses are required to validate their visits in accordance with the Employer's established processes, as amended time to time.

18.09 Subject to approval by the Ministry of Labour under Section 17.1 of the *Employment Standards Act*, as amended from time to time, the maximum hours of work are thirteen (13) hours in a day and sixty (60) hours in a week.

18.10 Nurses are required to attend mandatory programs and scheduled group practice meetings, unless otherwise approved, in advance, by the Supervisor. Exceptions may be made by the Supervisor in extenuating circumstances.

18.11 Scheduling

- (a) All employees are required to work as scheduled by the Employer, unless as otherwise provided below.
- (b) The work schedule shall be posted on a monthly basis two (2) weeks prior to the start of the following four (4) week scheduling period. Requests for days off or other scheduling requests, excluding vacation, must be submitted, in writing, to the Supervisor at least two (2) weeks prior to the posting of the schedule. The Supervisor will confirm whether the request is approved within five (5) days prior to the posting of the schedule.
- (c) After the schedule is posted, employees may exchange their scheduled hours with colleagues within the client's nursing care team, if required. Such exchange requests must be submitted, in writing, to their Supervisor for approval at least fourteen (14) calendar days prior to the change and signed by both nurses involved in the change. In the event that a mutual exchange of shifts is not possible, the employee will request the change in her schedule from her Supervisor who will consider the request based on operational requirements. Any exchange of work-hours shall be within the same four (4)-week scheduling period and not result in overtime compensation to either nurse.
- (d) Requests for changes in a part-time nurse's availability must be provided, in writing, to the Supervisor at least three (3) months prior to the beginning of the scheduling period. The Employer will endeavour to accommodate the change as soon as practicable.
- (e) In the event of inability to work due to illness or emergency, the employee will notify the Supervisor and her scheduling co-ordinator, prior to the start of the scheduled shift who will arrange coverage of her scheduled visits for that day.

- (f) Requests for time off (such as vacation) must be submitted, in writing, to the Supervisor in accordance with the Collective Agreement.
- (g) Where required, all full-time and part-time employees will be assigned work on statutory holiday weekends/schedules as per the master schedule. Statutory holiday weekends include Saturday and Sunday. Employees will work either Christmas or New Year's and a minimum of three (3) other Public Holiday weekends per year. "Christmas" shall include up to a maximum of two (2) days comprising of December 25th and December 26th. "New Year's" shall include up to a maximum of two (2) days comprising of December 31st and January 1st. The Employer will endeavour to rotate staff between Christmas and New Year's from year to year, if practicable, based on the operational needs of the Employer and the availability of staff.

## **ARTICLE 19 – OVERTIME AND PREMIUM PAYMENT**

19.01 Subject to approval by the Ministry of Labour under Section 22.1 of the *Employment Standards Act*, as amended from time to time, work in excess of eighty-eight (88) hours in a two-week period shall be compensated at the rate of time-and-one-half of the employee's regular straight time hourly rate. Any overtime worked by an employee must be pre-approved by the Supervisor.

### 19.02 Evening/Night Shift Premium

Employees will receive a shift premium of one dollar (\$1.00) per hour for each hour worked between 6:00 p.m. and 7:00 a.m.

### 19.03 Weekend Premium

Employees will receive a weekend premium of one dollar (\$1.00) per hour for each hour worked between 6:00 p.m. Friday and 7:00 a.m. Monday. Such premium shall not apply to part-time employees who are hired to work exclusively on weekends.

### 19.04 On-Call

Where an employee is assigned to be on-call outside of her regularly scheduled working hours, she shall receive on-call pay in the amount of eighteen dollars (\$18.00) per eight-hour on-call shift, prorated as required based on shift length.

Employees who are on call and are called out on a visit shall receive payment for the visit at their regular hourly rate of pay, plus travel time (portal to portal) at their regular hourly rate of pay and mileage (portal to portal) at the applicable kilometric rate.

Any legislated changes under the *Employment Standards Act* related to the payment of on-call which come into effect during the term of the Collective Agreement will be incorporated into the Collective Agreement.

## **ARTICLE 20 – GROUP BENEFITS AND PENSION PLAN**

20.01 The Employer shall provide to all eligible full-time employees group benefits plans as set out below, subject to the terms and conditions of the contract with the carrier, including any enrolment requirements.

The Employer will pay its portion of the billed premium towards coverage of eligible employees in the active employ of the Employer under the extended health care plan and dental care plan, provided that the balance of the bi-weekly premium is paid by the Employee through payroll deduction. The Employer portion of the billed premiums are as follows:

- Ninety percent (90%) for Tier 1 (Basic)
- Sixty-five percent (65%) for Tier 2 (Comprehensive)
- Fifty percent (50%) for Tier 3 (Enhanced)

The Employer will pay one hundred per cent (100%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for a group life insurance plan and accidental death and dismemberment benefits.

20.02 Part-time employees who work an average of twenty-two and a half (22.5) hours per week during the first three (3) months of employment or during a subsequent six (6) month review period may be eligible to participate in the part-time group benefits plans. For continued participation in the benefits plans, part-time employees must maintain an average of twenty-two and a half (22.5) hours per week. Eligibility requirements will be reviewed semi-annually in April and October of each year, or as amended time to time. Application and coverage is subject to the terms and conditions of the contract with the carrier. The Employer's share of premium contributions for applicable benefits shall be the same as for full-time employees provided that the balance of the bi-weekly premium is paid by the employee through payroll deduction.

20.03 Temporary and probationary employees are not eligible to participate in the group benefits plans.

20.04 The Employer may, at any time, substitute another carrier or carriers to provide the group benefits plans. The Employer shall notify the Union of any change in carrier(s).

20.05 Any disputes regarding an employee's benefit claim shall be a matter solely between the employee and the carrier and shall not be the subject of a grievance or arbitration.

20.06 All present employees enrolled in the Employer's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New employees and employees employed but not yet eligible for membership may enroll in the Plan when eligible in accordance with its terms and conditions.

## **ARTICLE 21 – ORIENTATION, IN-SERVICE AND PRECEPTORSHIP**

- 21.01 (a) In its aim to provide exceptional client care, the Employer recognizes the importance of programs to assist employees' professional development. These include, but are not limited, to:
- (i) A staff orientation program; and
  - (ii) A staff in-service program.
- (b) Preceptorship
- Nurses will participate in the preceptorship and mentoring of new hires, colleagues and nursing students in accordance with the College of Nurses of Ontario Standards of Practice. Nurses selected by the Employer to be Preceptors will receive a premium of seventy-five cents (\$0.75) for each hour worked as a Preceptor.

## **ARTICLE 22 – MISCELLANEOUS**

- 22.01 A copy of this Agreement, in a mutually agreed upon form, shall be provided to each employee who is currently employed or becomes employed during the term of the Agreement. The Union will provide a copy of the Collective Agreement to new employees when they meet with the Union during the nursing orientation. The cost of printing the Agreement shall be equally shared between the Employer and the Union.
- 22.02 Each employee shall promptly inform the Employer of any changes in their employment-related information. The Employer shall be entitled to rely on the most recent address and telephone number furnished by the employee for all purposes.
- 22.03 If the Employer introduces new equipment or technology into the workplace and requires employees to use them in the course of their duties, the Employer will provide training to the employees.
- 22.04 Prior to effecting any changes in the Employer's policies or procedures which would affect employees covered by this Agreement, the Employer will endeavour to advise the Union in advance, where practicable.
- 22.05 Employees shall be paid bi-weekly by direct deposit.
- 22.06 Where an employee's pay cheque is incorrect, the Employer will pay the employee the difference on the next pay, if there has been an underpayment, provided that the employee immediately informs her Supervisor. The employee will repay to the Employer the full amount of any overpayment within fourteen (14) calendar days.
- 22.07 The Employer shall provide a bulletin board for the sole use of the ONA bargaining unit for the posting of ONA notices. Prior to posting, such notices



must receive the approval of the Director or her designate. Such approval shall not be unreasonably withheld or delayed.

22.08 Vehicle

Employees are required to have access to and be legally eligible and qualified to operate a vehicle. Employees who use their own vehicle for work must maintain \$1 million in insurance, or as amended time to time, per Employer policy, in respect of the vehicle (proof of such insurance to be provided when requested). In the event of personal car breakdown, the employee is responsible for alternate arrangements.

22.09 Equipment

The Employer will provide to Employees the equipment and resources reasonably necessary to perform the duties of their position. Employees will return all equipment and property belonging to Employer upon termination of employment. The cost of any damaged or lost equipment will be deducted from the employee's final pay.

22.10 Certificate of Registration

Employees must maintain, at their own expense, a current Certificate of Registration with the College of Nurses of Ontario confirming that they are a member in good standing.

22.11 Cardiopulmonary Resuscitation (CPR) Certificate

Employees must maintain, at their own expense, a valid CPR Certificate.

22.12 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the work of the employees in the Bargaining Unit.

## **ARTICLE 23 – TRANSPORTATION ALLOWANCE**

23.01 Employees using their own vehicle for work-related travel shall be entitled to a vehicle allowance for travel between their first visit of the work day and the last visit of the work day, excluding non-work related travel at the rate of forty-five cents (\$0.45) per kilometre for the first 5,000 kilometres. All kilometres over 5,000 will be reimbursed at forty-two cents (\$0.42) per kilometre. All kilometre counts will be reset each calendar year. Travel from the employee's home to the Employer's office or first client, and from office or last client to home, are not allowable expenses.

## **ARTICLE 24 – PROFESSIONAL RESPONSIBILITY**

24.01 In the event that a nurse has concerns about her client assignment, she is responsible for immediately notifying her Supervisor, in writing, who will work with the nurse to develop a resolution plan. If the matter is not satisfactorily resolved,

the nurse may raise her concern with the Director who will review the issue and facilitate a resolution of the matter.

- 24.02 The Employer will notify the nurse when it reports her to the College of Nurses of Ontario. The Employer will consult with the Union if a situation requires an exception.

**ARTICLE 25 – DURATION**

- 25.01 This agreement shall be in effect from April 1, 2019 to March 31, 2022 and shall remain in effect from year to year thereafter unless either party gives the party written notice of termination or desire to amend the agreement.

- 25.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

DATED at Thunder Bay, Ontario, this 27<sup>th</sup> day of June, 2019.

FOR THE EMPLOYER

FOR THE UNION

\_"Margaret Taylor" \_\_\_\_\_

\_"Chris Cormier" \_\_\_\_\_

\_"Tracey Maticic" \_\_\_\_\_

\_"Melissa Corcoran" \_\_\_\_\_

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**APPENDIX "A"**

**O.N.A. GRIEVANCE FORM**

<b>ONTARIO NURSES' ASSOCIATION</b> <b>ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO</b> <b>GRIEVANCE REPORT / RAPPORT DE GRIEF</b>			
ONA LOCAL SECTION LOCALE DE L'AIO	EMPLOYER EMPLOYEUR	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. N° DU GRIEF	2.	
		3.	
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 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 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 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 DISTRIBUTION: 1. NOIR - EMPLOYEUR    2. BRUN - AIO    3. BLEU - ASSOCIATION LOCALE    4. VERT - PLAIGNANTE			

**APPENDIX "B"****WAGE SCHEDULE**

<b>REGISTERED NURSE</b>		
Effective April 1, 2019		
Scale Start	Hiring Maximum	Scale Maximum
\$29.19	\$32.19	\$39.63
Effective April 1, 2020		
Scale Start	Hiring Maximum	Scale Maximum
\$29.48	\$32.48	\$40.02
Effective April 1, 2021		
Scale Start	Hiring Maximum	Scale Maximum
\$29.78	\$32.78	\$40.42
<b>REGISTERED PRACTICAL NURSE</b>		
Effective April 1, 2019		
Scale Start	Hiring Maximum	Scale Maximum
\$22.02	\$24.02	\$26.86
Effective April 1, 2020		
Scale Start	Hiring Maximum	Scale Maximum
\$22.24	\$24.24	\$27.13
Effective April 1, 2021		
Scale Start	Hiring Maximum	Scale Maximum
\$22.46	\$24.46	\$27.40

**Retroactivity**

The wage increases shall be retroactive for all employees in the bargaining unit as of the date of the retroactivity payout. All other items shall be effective the date of ratification or as specifically noted. Retroactivity will be made as a separate deposit from regular earnings within three (3) pay periods of ratification of the Memorandum of Settlement on the basis of hours paid.

**Placement on Scale upon Hire**

A claim for recent related experience, if any, shall be made, in writing, by the employee at the time of hire. The employee shall provide the Employer with verification letter(s) from her previous employer(s), which indicate all hours worked in a relevant regulated nursing position within ninety (90) days of date of hire. Salary adjustments, where applicable, will be paid retroactively to the date of hire. Employer verification letters received after ninety (90) days will not be applied towards a salary adjustment.

Registered Nurses

The Employer will credit a new employee with previous related experience as follows:

<b>Additional Pay for Recognized R.N. Experience</b>		
Total Verified Hours	Additional Pay	
0-1700	Plus	0.00
1701-3400	Plus	0.60
3401-5100	Plus	1.20
5101-6800	Plus	1.80
6801-8500	Plus	2.40
8501-10200	Plus	3.00

Registered Practical Nurses

The Employer will credit a new employee with previous related experience as follows:

<b>Additional Pay for Recognized R.P.N. Experience</b>		
Total Verified Hours	Additional Pay	
0-1700	Plus	0.00
1701-3400	Plus	0.50
3401-5100	Plus	1.00
5101-6800	Plus	1.50
6801-8500	Plus	2.00

- NOTE:
- (a) Only the last twelve (12) years of experience will be considered based on the month the employee is hired.
  - (b) Only Canada and U.S.A. R.N. or R.P.N. experience is recognized.
  - (c) Hospital, clinical and community hours are recognized; teaching, administrative and supervisory experience are not.

**LETTER OF UNDERSTANDING**

BETWEEN:

SAINT ELIZABETH HEALTH CARE – THUNDER BAY  
(hereinafter referred to as the "Employer")

AND:

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

RE: LEAVE OF ABSENCE FOR ONA POSITIONS

The parties agree that should a member of the bargaining unit be elected to the ONA Board of Directors, the position of President of ONA or Local Co-ordinator, they will meet to discuss the terms of the leave required to fulfill the obligations of the aforementioned positions.

DATED at Thunder Bay, Ontario, this 27<sup>th</sup> day of June, 2019.

FOR THE EMPLOYER

FOR THE UNION

\_"Margaret Taylor" \_\_\_\_\_

\_"Chris Cormier" \_\_\_\_\_

\_"Tracey Maticic" \_\_\_\_\_

\_"Melissa Corcoran" \_\_\_\_\_

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**LETTER OF UNDERSTANDING**

BETWEEN:

SAINT ELIZABETH HEALTH CARE – THUNDER BAY  
(hereinafter referred to as the "Employer")

AND:

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

RE: VACATION PAY FOR CASUAL AND TEMPORARY EMPLOYEES

Casual and temporary employees shall receive pay in lieu vacation at four percent (4%) of their regular hourly rate for all hours worked.

DATED at Thunder Bay, Ontario, this 27<sup>th</sup> day of June, 2019.

FOR THE EMPLOYER

FOR THE UNION

\_"Margaret Taylor" \_\_\_\_\_

\_"Chris Cormier" \_\_\_\_\_

\_"Tracey Maticic" \_\_\_\_\_

\_"Melissa Corcoran" \_\_\_\_\_

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**LETTER OF UNDERSTANDING**

BETWEEN:

SAINT ELIZABETH HEALTH CARE – THUNDER BAY  
(hereinafter referred to as the "Employer")

AND:

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

RE: AUTHORIZATION OF ADDITIONAL TIME

On an exception basis, in the event that the actual treatment time required for a visit exceeds the assigned treatment code, the nurse shall notify management to authorize any additional time.

This Letter of Understanding is effective only for the term of the Agreement and will not continue unless explicitly agreed by the parties.

DATED at Thunder Bay, Ontario, this 27<sup>th</sup> day of June, 2019.

FOR THE EMPLOYER

FOR THE UNION

\_"Margaret Taylor"\_\_\_\_\_

\_"Chris Cormier"\_\_\_\_\_

\_"Tracey Maticic"\_\_\_\_\_

\_"Melissa Corcoran"\_\_\_\_\_

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