

COLLECTIVE AGREEMENT

between

WAASEGIIZHIG NANAANDAWE'IYEWIGAMIG  
(hereinafter referred to as the "Employer")

and

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

EXPIRY: MARCH 31, 2018

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## **ARTICLE 1 – PURPOSE**

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer 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.

The Union recognizes that the Employer is an Aboriginal Community Health Centre and that it exists to serve all Aboriginal people in its catchment area. The Union recognizes, observes and respects Aboriginal rights, customs, traditions, spirituality, values and treaty rights as protected by the Constitution Act of Canada and the Canadian Charter of Rights and Freedoms.

1.02 It is recognized that the Union and the employees wish to work together with the Employer to secure the best possible health care and health promotion for patients.

1.03 The Employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the Collective Agreement. Any such agreement shall be null and void.

## **ARTICLE 2 – RECOGNITION AND DEFINITIONS**

2.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered practical nurses, registered nurses, nurses with Temporary Certificates of Registration engaged in a nursing capacity, registered nurses – extended class and registered dieticians employed by Waasegiizhig Nanaandawe'iyewigamig in the City of Kenora and certain First Nations of Grand Council Treaty #3, save and except the program managers and those above the rank of Program Manager.

2.02 (a) Regular full-time is an employee who normally works a regular schedule of thirty-seven and one half (37.5) hours per week or seventy-five (75) hours bi-weekly.

(b) Regular part-time is an employee who normally works a regular schedule of less than thirty-seven and one half (37.5) hours per week or seventy-five (75) hours bi-weekly.

(c) Casual part-time is an employee who works on an ad hoc basis, as required by the Employer, does not have an ongoing fixed schedule, and may decline casual work.

### **Locum (Term)**

(d) A Locum (an interim replacement employee) is an employee hired on a term and task basis to replace employees on leave of absence, including pregnancy and adoption leave for a fixed period of time. An employee hired on this basis shall be deemed to be in the bargaining unit, however, the parties agree that such interim replacement employee (term) shall

have no claim to the position temporarily filled. Should the employee subsequently become hired in any regular, casual or Locum position, time worked in the earlier Locum will be considered for seniority and probation purposes.

- (e) A Contract employee is an employee hired for a defined term of no longer than twelve (12) months. An employee hired on this basis shall be deemed to be in the bargaining unit, with the employment automatically ending without obligation on the expiry of the term. Any vacation time earned will be taken after the term has expired. Should the employee later become hired in any position, time worked as a Contract employee will be considered for seniority and probation purposes.

- 2.03 A nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act*, 1991 and its Regulations must obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration she or he will be deemed to be not qualified for the position of registered nurse and she or he will be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration.
- 2.04 A Registered Nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and *the Nursing Act*.
- 2.05 A Registered Practical Nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and *the Nursing Act*.
- 2.06 "Nurse Practitioner – Registered Nurse Extended Class" is defined as a nurse who holds an Extended Class Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* and *the Nursing Act*.
- 2.07 A Registered Dietitian is a dietitian who holds a Certificate of Registration with the College of Dietitians of Ontario in accordance with the *Regulated Health Professions Act*.
- 2.08 All references to spouses in this Agreement shall include common-law and same sex partners.

### **ARTICLE 3 – NO HARASSMENT OR DISCRIMINATION**

- 3.01 The Employer and the Union agree that there will be no harassment, discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of the employee's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.
- 3.02 The Union agrees there will be no Union activity, 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.

- 3.03 It is agreed that there will be no harassment or discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, family status, age, disability, religious affiliation or any other factor which is not pertinent to the employment relationship. "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome".
- 3.04 (a) Where an employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (b) An employee who believes that she or he has been harassed contrary to this provision may file a grievance under Article 7 of this Agreement.

3.05 Whistle Blowing Protection

Provided an employee has followed applicable policies or procedures issued by the Employer, employees will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations.

#### **ARTICLE 4 – NO STRIKE, NO LOCKOUT**

- 4.01 The Union agrees there shall be no strikes and the Employer 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 5 – UNION SECURITY**

- 5.01 The Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union. The deduction period for a part-time employee may be extended where the employee does not receive any pay in a particular month.

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

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

- 5.02 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.
- 5.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Finance of the Union shall notify the Employer of any

changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified. In the case of any dues levied, notification will be made by the Union's Treasurer and such notification shall be the Employer's conclusive authority to make the deduction specified.

- 5.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 5.05 The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made, the employees' social insurance numbers, the amount of dues deducted and, where feasible, the Employer shall also provide the job classification and status of the employees. The list shall also note any new hires, resignations, terminations, new unpaid leaves of absence of greater than one (1) month and returns from leaves of absence, for the preceding month. Where the parties agree, the Employer may also provide the information in an electronic format or on a computer disk.
- 5.06 The Employer agrees that an officer of the Union or Union representative shall be allowed a one time interview of up to thirty (30) minutes during regular working hours of a newly hired employee during her or his probationary period. During such interview, membership forms may be provided to the employee. These interviews shall be scheduled in advance and may be arranged collectively or individually by the Employer.
- 5.07 For the life of this Collective Agreement, the Employer will not contract out bargaining unit work if that results in the lay-off of employees.

## **ARTICLE 6 – MANAGEMENT RIGHTS**

- 6.01 The Union recognizes that the management of Waasegiizhig Nanaandawe'iyewigamig and the direction of the working force are fixed exclusively with the Employer and shall remain fully with the Employer except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) ensure that operations and service delivery observe and respect Aboriginal rights, customs, traditions, spirituality, values and treaty rights as protected by the Constitution Act of Canada and the Canadian Charter of Rights and Freedoms;
  - (b) maintain order, discipline and efficiency;
  - (c) hire, assign, retire, suspend, discharge or otherwise discipline an employee for just cause, direct, promote, demote, classify, transfer, lay-off or recall employees;
  - (d) determine in the interest of efficient operations and the highest standard of service, job duties and qualifications, the hours of work, work

assignment, methods of doing the work and the working establishment for any service;

- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees.

6.02 The Employer will exercise its rights and administer the Collective Agreement in a fair and reasonable manner.

## **ARTICLE 7 – REPRESENTATION AND COMMITTEES**

### 7.01 Meetings

The parties recognize the value of employees' input and participation in committee meetings. All joint Employer Union meetings shall be scheduled during the employee's regular working hours and with no loss of pay.

### 7.02 Employee Representatives and Grievance Committee

- (a) The Employer agrees to recognize Union representatives and committee members who are elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.
- (b) The Employer will recognize a Grievance Committee of two (2) persons, one (1) of whom shall be Chair. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.
- (c) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from the Program Director or her designate. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such representatives shall again report to the Program Director or her designate. The Employer agrees to pay a grievor for all time spent during her or his regular hours at Step No. 1 and Step No. 2 grievance meetings.

### 7.03 Labour Management Committee

- (a) There shall be a Labour Management Committee comprised of two (2) representatives of the Employer and two (2) representatives of the Union, one (1) of whom shall be the Bargaining Unit President or designate.
- (b) The Committee shall meet every two (2) months unless otherwise agreed.
- (c) The purpose of the Committee includes but is not limited to:
  - (i) promoting and providing effective and meaningful communication of information and ideas, workload measurement tools and the promotion of best practices.

- (ii) reviewing professional responsibility complaints with a view to identifying trends and sharing organizational successes and solutions, making joint recommendations on matters of concern including the quality and quantity of health care and discussing the development and implementation of quality initiatives.
- (d) The Employer agrees to pay for time spent during regular working hours for employees attending at such meetings.

#### 7.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee comprised of three (3) representatives of the Union for the purpose of negotiating a renewal agreement.

An employee who is on this Committee shall have her or his salary and applicable benefits maintained by the Employer, provided that the Union shall reimburse the Employer fully for all costs incurred within thirty (30) calendar days of being billed.

#### 7.05 Occupational Health & Safety

- (a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. Accordingly, the parties fully endorse the responsibilities of Employer and employee under the applicable legislation, making particular reference to the following:
  - The Employer shall take every precaution reasonable in the circumstances for the protection of a worker.
  - The Employer will ensure adequate stocks of personal protective equipment as may be required will be made available to employees as necessary.
- (b) Joint Health and Safety Committee
  - (i) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
  - (ii) 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.
  - (iii) Meetings shall be held every second month or more frequently at the call of the Co-chairs, if required. The Committee shall maintain minutes of all meetings and make the same available for review. The Joint Health and Safety Committee will determine the appropriate mechanism to communicate the minutes of the proceedings of the Committee to the organization.



- (iv) Time spent by representatives to perform these duties shall be considered work time, and so shall be paid.

7.06 All reference to union representatives, committee members and officers in this Agreement shall be deemed to mean employee representatives, committee members or officers of the Local Union (the bargaining unit).

The Local Union (the bargaining unit) will advise the Employer, in writing, of the name of the contact person(s) for the Local Union (the bargaining unit) for all purposes under the Collective Agreement.

7.07 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Employer. Such representatives shall have access to the premises only with the approval of the Employer, which will not be unreasonably withheld.

7.08 Where the Employer requires an employee to attend a meeting outside of regularly scheduled hours, she or he will be paid for all hours spent in attendance at her or his regular straight time hourly rate.

#### **ARTICLE 8 – GRIEVANCE PROCEDURE**

8.01 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 question as to whether a matter is arbitrable.

8.02 An employee who is to be disciplined, suspended, discharged or where a serious allegation has been raised, has the right to request to have a Union representative present. The Employer shall notify the employee of this right at the time of the booking of the meeting in cases of discipline, suspension or discharge. If the employee is to be disciplined, suspended or discharged, a copy of the letter shall be forwarded to the Union. The Employer agrees to provide written reasons within seven (7) calendar days to the affected employee and the Union in the case of a discharge or suspension.

8.03 It is the intent of the parties that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until she or he has first given her or his immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with her or his immediate supervisor within seven (7) calendar days after the circumstances giving rise to it have occurred. This discussion may include consultation, advice and assistance from others. If there is no settlement within seven (7) calendar days, it may then be taken up as a grievance within seven (7) calendar days in the following manner and sequence:

Step No. 1

The employee may submit a written grievance, through the Union, signed by the employee, to their Manager or designate. The grievance shall be on a form referred to in Article 8.09 and shall identify the nature of the grievance, the remedy sought and 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 Manager or designate will deliver her or his decision in writing within seven (7) calendar days following the day on which the grievance was presented to her or him. Failing settlement, then:

Step No. 2

Within seven (7) calendar days following the decision under Step No. 1, the grievance may be submitted, in writing, to the Executive Director or designate. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. If the parties meet, also present may be the grievor, and such counsel and assistance as either party may require. The decision of the Employer shall be delivered, in writing, to the Union within seven (7) calendar days following the date of such meeting or of the submission of the grievance if there is no meeting.

- 8.04 A complaint or grievance arising directly between the Employer 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 the Employer shall be filed with the Bargaining Unit President or designate.
- 8.05 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 Executive Director or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 8.06 The Employer will only discipline or discharge a non-probationary employee for just cause.
- The Employer may discipline or discharge a probationary employee at its discretion and this action will not be subject to grievance or arbitration. Despite this, the discipline or discharge may be challenged if it was arbitrary, discriminatory or in bad faith or was as a result of the employee exercising a right under this Agreement.
- 8.07 (a) 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 fourteen (14) 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 twelve (12) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

8.08 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. All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

8.09 Grievances shall be on the form set out in Appendix "B" as attached.

8.10 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration.

The matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 8.11. The sole arbitrator shall proceed by way of mediation arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement, at the same time.

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 8.13, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

8.11 The parties may agree to have the matter determined by a three (3) person board of arbitration.

If the parties have agreed to have the matter determined by a three (3) person board of arbitration, the party requesting arbitration shall, at the time of notification of its decision to submit the difference or allegation to arbitration, name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee.

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 8.13, once appointed, the Board of Arbitration shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 8.12 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.13 The sole arbitrator or 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.
- 8.14 The proceedings of the Arbitration Board will be expedited by the parties. The decision of the sole arbitrator or Arbitration Board (the majority, and where there is no majority, the decision of the chair) will be final and binding upon the parties and the employee or employees concerned.
- 8.15 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 chair of the Arbitration Board.
- 8.16 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 been abandoned subject only to the provisions of Section 48 (16) of the *Labour Relations Act*.
- 8.17 In recognition of the respect for and value of the wisdom and experience of Elders and/or other respected members of the Aboriginal community, grievors may request these community members to act in a supportive, confidential capacity throughout the grievance process. The parties may also agree that such a community member will act as a mediator or decision maker. This shall not be interpreted to be an obligation on any individual to seek the assistance of a member of the Aboriginal community.

## **ARTICLE 9 – PROFESSIONAL RESPONSIBILITY**

- 9.01 The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

If for any reason an individual employee or group of employees has reason to believe that she/they are being asked to perform more work than is consistent with proper patient care, she or they shall:

- (a) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
- (b) If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Employer (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.

- (c) Failing resolution of the workload issue at the time of occurrence, the employees will discuss the issue with her or his Manager or designate on the next day that the Manager or designate and the employee are both working.
- (d) If unable to resolve the workload complaint, the matter may be discussed at the Labour Management Committee or as a grievance.

## **ARTICLE 10 – PROFESSIONAL DEVELOPMENT**

10.01 Continuous professional development is a hallmark of professional practice. The parties recognize the importance of maintaining a dynamic practice environment that includes ongoing learning, the maintenance of competence, career development, career counselling and succession planning. More specifically, professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; and independent learning participation. The parties recognize their joint responsibility in and commitment to active participation in professional development.

10.02 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 status of employees within the bargaining unit.

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

10.03 An employee shall be entitled to leave of absence without loss of earnings for up to one (1) day from her or his regularly scheduled working hours, for the purpose of writing exams required as a result of being randomly selected in the Quality Assurance Program required by the Professional Colleges of Ontario.

### 10.04 Employee Files

A copy of any completed evaluation that is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her or his views to such evaluation prior to it being placed in her or his file.

Each employee shall have reasonable access to her or his file for the purpose of reviewing its contents in the presence of her or his Supervisor and/or a representative from Human Resources.

A request by an employee for a copy of any documents in her or his file will not be unreasonably denied.

Any discipline consisting of a suspension shall be removed from an employee's file after three (3) years, provided that the employee has been discipline free for three (3) years.

Any discipline consisting of a written warning or less, shall be removed from an employee's file after two (2) years, provided that the employee has been discipline free for two (2) years.

## **ARTICLE 11 – SENIORITY**

11.01 Seniority will be based on last date of hire for regular full-time employees and will accrue on the basis of hours paid for regular part-time employees. One year of regular full-time seniority shall be equivalent to fifteen hundred (1500) paid hours of regular part-time seniority. Casual employees will accrue seniority on the same basis as regular part-time employees.

Seniority shall be a factor used in determining lay-off and recall rights, job posting, vacation preference and other non-compensation matters.

Service will be based on last date of hire for regular full-time employees and will accrue on the basis of hours paid for regular part-time employees. One (1) year of regular full-time service shall be equivalent to fifteen hundred (1500) paid hours of regular part-time service. Casual employees will accrue service on the same basis as regular part-time employees.

Service will be used to determine pay level (i.e., salary progression), sick leave entitlement, vacation pay and any other compensation issues.

11.02 An employee's full seniority and service shall be retained by the employee in the event that the employee is transferred from regular full-time to regular part-time or in the event the employee is transferred from casual to regular part-time or vice-versa. An employee whose status is changed from regular full-time to regular part-time shall receive credit for her or his full seniority on the basis of fifteen hundred (1500) hours paid for each year of regular full-time seniority. An employee whose status is changed from regular part-time to regular full-time shall receive credit for her or his full seniority on the basis of one (1) year of seniority for each fifteen hundred (1500) hours paid. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

### **Probationary Period**

(a) A newly employed employee hired on a regular or casual basis shall be considered a probationary employee until she or he has completed the equivalent of three (3) months of work, after which her or his name shall be placed on the seniority list, and her or his seniority shall date from the date of hire. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional three (3) months and, where requested, the Employer will advise the employee and the Union of the basis of such extension.

(b) An employee who transfers from one status to another shall not be required to serve a probationary period where such employee has previously completed a probationary period since her or his date of last hire.

### 11.03 Seniority Lists

- (a) A seniority list shall be established for all full-time employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary employees shall be included in the seniority list. Seniority on such lists will be expressed in terms of a date.
- (b) A seniority list shall be established for all regular part-time employees (including job sharers) and casual employees covered by this Agreement who have completed their probationary period. Seniority on such lists will be expressed in terms of total hours worked.

All seniority lists will be posted at all the Employer's sites and on the Waasegiizhig Nanaandawe'iyewigamig Intranet.

Seniority lists will be posted in April and October of each year and two (2) copies will be given to the Union.

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.

### 11.04 Effect of Absence (Full-Time)

If an employee's absence without pay from the Employer including absences under Article 12, Leaves of Absence, exceeds thirty (30) continuous calendar days:

- (a) the employee 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;
- (b) the employee will become responsible for full payment of any subsidized employee benefits in which she or he is entitled to participate during the period of absence. The employee may arrange with the Employer 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 continuing coverage;
- (c) if the employee voluntarily works occasional hours during the leave period, the employee shall be deemed to have continued on unpaid leave.

Notwithstanding anything to the contrary, seniority shall accumulate if an employee's absence is due to disability resulting from a workplace accident or illness or L.T.D., benefits.

### 11.05 Effect of Absence (Part-Time)

If an employee's absence without pay from the Employer including absences under Article 12, Leaves of Absence, exceeds thirty (30) continuous calendar days:

- (a) the employee 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;
- (b) the employee will become responsible for full payment of any subsidized employee benefits in which she or he is entitled to participate during the period of absence. The employee may arrange with the Employer 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 continuing coverage;
- (c) if the employee voluntarily works occasional hours during the leave period, the employee shall be deemed to have continued on unpaid leave.

Notwithstanding anything to the contrary, seniority shall accumulate if an employee's absence is due to disability resulting from a workplace accident or illness or L.T.D., benefits.

The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy or parental leave, WSIB (if applicable) or illness or injury that exceeds thirty (30) consecutive calendar days.

#### 11.06

##### Deemed Termination

An employee shall lose all seniority and service and her or his employment shall be deemed to have terminated, if the employee:

- (a) resigns;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twelve (12) calendar months;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate patient care, unless a reason satisfactory to the Employer is provided;
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying and obtaining permission from the Employer;
- (f) fails to return to work [subject to the provisions of Article 11.06 (e)] upon termination of an authorized leave of absence; or
- (g) fails upon being notified of a recall to signify her or his intention to return within seven (7) calendar days after she or he has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer, or fails to report to work on a recall (provided at least fourteen (14) calendar days notice is provided) unless a reason satisfactory to the Employer is provided.



## 11.07 Job-Posting

When the Employer decides to fill a vacancy or create a new position within the bargaining unit, the Employer shall post notice of this electronically and on bulletin boards for a period of at least seven (7) calendar days during which time employees will have the opportunity to apply and be considered for it.

The Employer will send a copy of all job-postings to the Union.

The Employer may advertise externally during the posting period.

The Union will be advised of the name of the successful applicant once the job is filled.

Temporary vacancies of less than six (6) months need not be posted but the Employer will make every reasonable attempt to fill such positions from within the bargaining unit.

- (a) If the temporary vacancy is filled by an employee currently employed by Waasegiizhig Nanaandawe'yewigamig, then at the conclusion of the fixed term she or he shall return to her or his former position.
- (b) A temporary employee who is a new hire shall be covered by all the terms in the Collective Agreement, except that she or he shall have no right to retain her or his job at the conclusion of the fixed term. However, if this employee is hired as a full-time or part-time employee during the fixed term, then the time worked shall be considered part of the probationary period for the full-time or part-time position.

11.08 In all cases of job-posting, transfer and promotion, the following factors shall be considered:

- (a) ability, qualifications and performance; and
- (b) seniority, as of the last pay period.

Where the qualifications of factor (a) are relatively equal and in the opinion of the Employer the employee is able to perform the required work, factor (b) shall govern.

## 11.09 Lay-off – Definition and Notice

- (a) A "lay-off" is defined as a reduction in a regular full-time or regular part-time employee's hours of work for more than three (3) consecutive months.
- (b) A "short-term lay-off" is defined as a lay-off that is not anticipated to exceed three (3) months in length.
- (c) The Employer shall provide the Union and the employees affected with as much notice as possible consistent with the applicable legislation and in any event not less than thirty (30) calendar days notice of lay-off. In giving such notice, the Employer will indicate the reasons causing the lay-off and the anticipated duration of the lay-off. If requested, the Employer

will meet with the Union to review the effect on employee(s) in the bargaining unit.

- (d) The Employer shall provide the Union and the employee(s) affected with as much notice as possible of a short-term lay-off. In giving such notice, the Employer will indicate the reasons causing the lay-off and the anticipated duration of the lay-off. If requested, the Employer will meet with the Union to review the effect on employee(s) in the bargaining unit.

#### 11.10 Lay-off – Process and Options

- (a) In the event of a lay-off, employees shall be laid off in the reverse order of seniority provided that the employees who remain are, in the opinion of the Employer, able to perform the required work. Subject to the foregoing, probationary employees shall be first laid off.
- (b) In all cases of lay-off employees shall have the option to displace the least senior employee in the bargaining unit whose work she or he is qualified to perform. For clarity, employees will be paid according to the work performed.
- (c) Prior to implementing a short-term lay-off employees will first be offered, in order of seniority, the opportunity to take vacation day(s), utilize any compensating/lieu time credits or to take unpaid leaves in order to minimize the impact.
- (d) Any agreement between the Employer and the Union concerning the method of implementation of a lay-off shall take precedence over the terms of this Article. The unavailability of a representative of the Union shall not delay any meeting regarding lay-offs or staff reductions.
- (e) Full-time and part-time lay-off and recall rights shall be separate.
- (f) No new employees shall be hired until all those employees who retain the right to be recalled have been given an opportunity to return to work, provided that such employees are, in the opinion of the Employer, able to perform the required work.

#### 11.11 Recall from Lay-off

Employees shall be recalled in the order of seniority provided that such employees are, in the opinion of the Employer, able to perform the required work.

- 11.12 Where an employee has received notice of lay-off that the applicable legislation would deem to be a termination of employment, the employee may choose to resign and receive a separation allowance as per the relevant legislation.

#### 11.13 Transfer Outside of the Bargaining Unit

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

of transfer and resume accumulation from the date of her or his return to the bargaining unit.

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

- (b) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he 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 or his return to the bargaining unit.
- (c) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Employer will advise the Union of the names of any employees performing the duties of positions outside of the bargaining unit pursuant to Article 11.12, the date the assignment commenced, the area of assignment and the duration of such assignments.
- (e) An employee who accepts a transfer under Article 11.12 will not be required to pay Union dues for any complete calendar month during which no bargaining unit work is performed.

## **ARTICLE 12 – LEAVES OF ABSENCE**

12.01 Requests for a personal leave of absence with or without pay will be considered on an individual basis by the Employer. Such requests shall be made in writing as far in advance as possible and a written reply shall be provided within fourteen (14) calendar days or as soon as possible in the case of an emergency. Such leave shall not be unreasonably withheld and may be granted on such conditions as the Employer may determine.

### 12.02 Leave for Union Business

The Employer agrees to grant leaves of absence, with or without pay, to employees selected by the Union to attend Union business including conferences, conventions and Provincial Committees and to any employee elected to the position of Local Co-ordinator. During any such leave of absence, an employee's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the local Union (the bargaining unit) agrees to pay the Employer fully for all costs incurred in allowing such leave (except for the Provincial Committee where such costs will be paid by the Union). Payment will take place within thirty (30) calendar days.

Employees will receive seniority credit for all leaves granted under this Article. To be eligible for leave, an employee must provide as much written notice as possible and at least two (2) calendar weeks.

If granting leave would compromise client care, then the Employer will not grant the leave, but will meet as soon as possible with the employee seeking the leave

and the Union, and attempt to resolve matters such as to allow the employee a leave, and at the same time not compromise client care.

An employee must provide as much written notice as possible of an intention to return to work after the leave, which shall in no case be less than two (2) weeks.

#### 12.03 Leave for Board of Directors

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President, may be granted leave of absence without pay. Requests for such leave will not be unreasonably denied. There shall be no loss of seniority or credits for the purposes of salary advancement or vacation entitlements or other benefits during such leave of absence. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Union leave provided in Article 12.02.

To be eligible for leave, an employee must provide as much written notice as possible, and at least two (2) calendar weeks.

If granting leave would compromise client care, then the Employer will not grant the leave, but will meet as soon as possible with the employee seeking the leave and the Union, and attempt to resolve matters such as to allow the employee a leave, and at the same time not compromise client care.

An employee must provide as much written notice as possible of an intention to return to work after the leave, which shall in no case be less than two (2) weeks.

#### 12.04 Leaves for ONA President

An employee who is elected to the office of President of the Ontario Nurses' Association, shall be granted, upon request, leave(s) of absence without loss of seniority and benefits up to two (2) years.

During any such leave of absence, an employee's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the Union agrees to pay the Employer fully for all costs incurred in allowing such leave.

Payment will take place within thirty (30) calendar days.

Employees will receive seniority credit for all leaves granted under this Article.

To be eligible for leave, an employee must provide as much written notice as possible, and at a minimum two (2) calendar weeks.

If granting leave would compromise client care, then the Employer will not grant the leave, but will meet as soon as possible with the employee seeking the leave and the Union, and attempt to resolve matters such as to allow the employee a leave, and at the same time not compromise client care.

An employee must provide as much written notice as possible of an intention to return to work after the leave, which shall in no case be less than two (2) weeks.

## 12.05 ONA Provincial Committee

An employee who is elected to a provincial committee of the Ontario Nurses' Association, may, subject to the efficient operations of the Employer, be granted a leave of absence to fulfill the duties of her or his position.

During any such leave of absence, an employee's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the Union agrees to pay the Employer fully for all costs incurred in allowing such leave.

Payment will take place within thirty (30) calendar days.

Employees will receive seniority credit for all leaves granted under this Article.

To be eligible for leave, an employee must provide as much written notice as possible, and at a minimum two (2) calendar weeks.

If granting leave would compromise client care, then the Employer will not grant the leave, but will meet as soon as possible with the employee seeking the leave and the Union, and attempt to resolve matters such as to allow the employee a leave, and at the same time not compromise client care.

An employee must provide as much written notice as possible of an intention to return to work after the leave, which shall in no case be less than two (2) weeks.

## 12.06 Bereavement Leave

- (a) When a death occurs in the immediate family of an employee, he or she shall be granted three (3) consecutive working days' leave of absence with pay. If additional leave is requested, that may be granted at the Employer's discretion, with or without pay. This might occur where additional time is needed due to the particularly close relationship with the deceased person, or if more time is required for extensive travelling, funeral arrangements or settling estate matters.
- (b) For the purposes of this Article, immediate family is defined as parents, spouse, child, brother, sister, grandparents, grandchildren, parents of the spouse, grandparents of the spouse, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt and uncle, niece, nephew, step children, or any of them, of an employee.

## 12.07 Jury & Witness Duty

- (a) An employee served with a jury notice or with a subpoena requiring attendance at a court or tribunal shall forthwith notify the Employer and provide a copy of the jury notice or subpoena.
- (b) An employee shall be paid for time actually spent on jury duty or for time spent in attendance under subpoena by the Crown or in any matter arising out of his/her employment at Waasegiizhig Nanaandawe'iyegamig (unless subpoenaed by the Union) provided such employee pays the Employer the amount of any remuneration received by the employee other than mileage and meal allowances.

- (c) Whether or not an employee under subpoena in other circumstances is paid, will be considered on an individual basis by the Employer.
- (d) An employee called for jury duty or subpoenaed for attendance at court or tribunal and who is temporarily excused from such duty or attendance must report for work if a reasonable period of time remains to be worked in her or his shift.

## 12.08

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of pregnancy leave and the expected date of return. At such time, she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm, in writing, her original return to work date or provide written notice of an alternate date for a return to work at least four (4) weeks in advance of the return.
- (d) The period of an employee's pregnancy leave shall be included in calculating any of the following for the purpose of determining her rights under this Collective Agreement:
  - (i) the length of her employment whether or not it is active employment;
  - (ii) the length of her service whether or not that service is active; and
  - (iii) the employee's seniority.
- (e) The period of an employee's pregnancy leave shall not be included in determining whether she has completed a probationary period.
- (f) An employee on pregnancy leave continues to participate in each type of benefit plan (including pension) that is related to her employment unless she elects, in writing, not to do so. The Employer shall continue to make the Employer's contributions unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions, if any.
- (g) Upon the conclusion of an employee's pregnancy leave, she shall be reinstated to the position she most recently held with the Employer, if it still exists, or to a comparable position, if it does not.
- (h) Effective upon approval of the Employer's Supplementary Unemployment Benefit Plan by the applicable governmental authorities, the Employer will make the following payments to an employee who is on pregnancy leave under this Agreement and who has applied and been approved for

Employment Insurance pregnancy benefits pursuant to the Employment Insurance Act:

- A supplemental unemployment benefit for a period not exceeding fifteen (15) weeks.
- A supplemental unemployment benefit for the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The supplement will be equal to the difference between eighty-four percent (84%) of the employee's normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings she has.

The supplement will be subject to required deductions.

The employee will promptly provide the Employer with Employment Insurance cheque stubs and other documentation as required to verify that she is in receipt of Employment Insurance pregnancy benefits and the amount of all earnings.

The employee's normal weekly earnings will 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. Any applicable general wage increase will be applicable as of the effective date of such increase.

The employee does not have any vested or other rights, except to receive payments as noted above. The employee shall accumulate seniority and service only for the purpose of wage increases and the level of vacation accrual.

If an employee does not provide at least two (2) years of active employment with the Employer (counting both time before and after the leave) she will be required to repay the supplement to the Employer. The amount to be repaid will be forgiven on a proportionate basis (i.e. one (1) year of service equals a fifty percent (50%) forgiveness). The Employer is authorized to make deductions from wages to ensure repayment.

12.09

Parental Leave

- (a) Parental leave will be granted in accordance with the provisions of the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee who qualifies for parental leave, other than as an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purpose of this Article, "parent" shall be defined to include a person for whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as her or his own.

- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence, in writing, the request may be verbally and subsequently verified, in writing.

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

- (e) The employee shall reconfirm, in writing, her or his original return to work date or provide written notice of an alternate date for a return to work at least four (4) weeks in advance of the return.
- (f) The period of an employee's parental leave shall be included in calculating any of the following for the purpose of determining her or his rights under this Collective Agreement:

- (i) the length of her or his employment whether or not it is active employment;
- (ii) the length of her or his service whether or not that service is active; and
- (iii) the employee's seniority.

- (g) An employee on parental leave continues to participate in each type of benefit plan (including pension) that is related to her or his employment unless she or he elects, in writing, not to do so. The Employer shall continue to make the Employer's contributions unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions, if any.

- (h) Upon the conclusion of an employee's parental leave, she or he shall be reinstated to the position she or he most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

- (i) Effective upon approval of the Employer's Supplementary Unemployment Benefit Plan by the applicable governmental authorities, the Employer will make the following payments to an employee who is on parental leave under this Agreement and who has applied and been approved for Employment Insurance parental leave benefits pursuant to the Employment Insurance Act:

- A supplemental unemployment benefit for a period not exceeding ten (10) weeks.
- A supplemental unemployment benefit for the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The supplement will be equal to the difference between eighty-four percent (84%) of the employee's normal weekly earnings and the sum of



her or his weekly Employment Insurance benefits and any other earnings she or he has.

The supplement will be subject to required deductions.

The employee will promptly provide the Employer with Employment Insurance cheque stubs and other documentation as required to verify that she or he is in receipt of Employment Insurance parental leave benefits and the amount of all earnings.

The employee's normal weekly earnings will be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave, times her or his normal weekly hours. Any applicable general wage increase will be applicable as of the effective date of such increase.

The employee does not have any vested or other rights, except to receive payments as noted above. The employee shall accumulate seniority and service only for the purpose of wage increases and the level of vacation accrual.

If an employee does not provide at least two (2) years of active employment with the Employer (counting both time before and after the leave) she or he will be required to repay the supplement to the Employer. The amount to be repaid will be forgiven on a proportionate basis (i.e. one (1) year of service equals a fifty percent (50%) forgiveness). The Employer is authorized to make deductions from wages to ensure repayment.

#### 12.10 Education Leave

The parties acknowledge the importance of leave for professional development, and will endeavour to provide flexible work schedules to accommodate the employee's time off requests. Similarly, the Employer will consider all such requests in good faith and make best efforts to allow them on such conditions as may be appropriate in the circumstances.

#### 12.11 Compassionate Leave

- (a) When a serious illness occurs in the immediate family of an employee, he/she shall be granted three (3) consecutive working days' leave of absence with pay.
- (b) For the purposes of this Article, immediate family is defined as parents, spouse, child, brother, sister, grandparents, grandchildren, parents of the spouse, grandparents of the spouse, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt and uncle, niece, nephew, step children, or any of them, of an employee.

#### 12.12 Cultural Leave

The parties acknowledge the importance of leave for cultural purposes, and will endeavour to provide flexible work schedules to accommodate the employee's time off requests. An employee may be granted a maximum of three days leave

with pay annually to participate in generally recognized Anishinaabe cultural, traditional, and spiritual events or activities. Travel time is not considered cultural leave.

Requests for leave to participate in activities that involve the procurement of food or medicines should indicate how these items will be shared, or that there is a plan to accompany an elder or youth that is not an immediate family member.

The Employer will consider all such requests in good faith and make best efforts to allow them on such conditions as may be appropriate in the circumstances.

12.13 Family Medical Leave

An employee will be granted family medical leave in accordance with the applicable legislation.

12.14 Reservist Leave

An employee will be granted reservist leave in accordance with the provisions of the applicable legislation.

**ARTICLE 13 – SICK LEAVE AND LONG-TERM DISABILITY**

13.01 Employees are covered by the Employer's sick leave policy, which can provide leave with regular pay for bona fide absence due to illness or injury. Full-time employees earn paid sick leave based on service, at the rate of 1.25 days per month, to a maximum of fifteen (15) days per year. Part-time employees earn paid sick leave on a pro-rated basis. Probationary employees earn but may not access paid sick leave. There is no cash out of unused paid sick leave.

If an employee suffers an accident or illness such that she or he qualifies for short-term disability benefits but does not have adequate banked sick days in the current year to cover the initial qualifying period, she or he may access sick time not utilized in the previous year in order to provide that interim coverage.

13.02 An employee who is required to be absent from work and performance of regular duties because of the employee's bona fide illness, injury, or quarantine through exposure to contagious disease may apply to the Employer for sick leave.

13.03 An employee may be required to provide a doctor's certificate to justify any sick leave and will be required in all cases of any absence for three (3) or more days. The employee will obtain this certificate from a professional who is not employed within the bargaining unit. The Employer will reimburse the employee for this up to twenty-five dollars (\$25.00).

13.04 If during an employee's vacation, should there occur a serious illness or accident which is verified by a medical certificate, then sick leave may be substituted for vacation. Similarly, if the employee provided acceptable proof of entitlement to leave under Article 12.06, Bereavement Leave, such leave may also be substituted for vacation. The resulting unused vacation would then be rescheduled at a mutually convenient later date.

- 13.05 An employee is required to notify her supervisor or designate as early as possible of any absence and the expected date of return to work.
- 13.06 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave policy.
- 13.07 In the case of an employee's long-term illness (beyond two (2) weeks), the employee may apply for short-term disability benefits, in accordance with the Employee benefit plan.
- 13.08 The Employer shall continue to provide short and long term disability coverage to employees by means of a group insurance plan. Coverage is as per the group insurance plan.
- 13.09 In the event an employee's sick leave entitlement has been exhausted, and the employee becomes ill, vacation or other credits may be used to the extent they are available. Where all available credits have been used, any further sick leave shall be without pay.

#### **ARTICLE 14 – HOURS OF WORK AND OVERTIME**

- 14.01 The normal work week is thirty-seven and one-half (37.5) hours consisting of an average of seven and one-half (7.5) hours per day inclusive of a one (1) hour paid lunch period, Monday through Friday, or seventy-five (75) hours per two (2) week period. The normal hours of work are from 9:00 a.m. to 4:30 p.m. Employees shall be entitled to a one (1) hour paid lunch period and two (2) fifteen (15) minute paid breaks.

The operational needs of the Employer are such that employees will from time to time be required to work outside of these normal hours. Employees will not be required to work on a Saturday or Sunday without their consent.

- 14.02 Overtime hours worked and authorized by the Employer, in excess of forty-four (44) hours per week, shall be compensated by time off in lieu at one and a half times the employee's regular straight time rate. If both the Employer and the employee agree, compensation may be taken as pay instead of time off in lieu.

- 14.03 Flex Time

With the authorization of the Employer, an employee may flex her start, stop and number of hours worked to meet client service needs or for personal needs.

#### **ARTICLE 15 – PAID HOLIDAYS**

- 15.01 Employees shall be paid a normal day's pay at their regular rate for each of the following paid holidays:

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day

Labour Day  
Anishinaabe Solidarity Day  
Treaty #3 Day  
Thanksgiving Day  
Remembrance Day

Canada Day  
Civic Holiday

Christmas Day  
Boxing Day

Plus any other days as designated by the Employer or the applicable legislation.

Employees will be entitled to an additional day off with pay for their birthday, to be taken at such time in their birthday month as may be agreed to with the Employer.

- 15.02 To qualify for a paid holiday, an employee must have been employed for thirty (30) or more calendar days before the paid holiday, been entitled to wages for at least fifteen (15) of those thirty (30) days before the paid holiday and must work her regular work day before and after such paid holiday unless she is on vacation, sick leave or regularly scheduled day off, or as otherwise excused by the Employer.
- 15.03 An employee required to work on any of the paid holidays above shall be paid at the rate of time and one-half her regular rate and (if she otherwise qualifies) in addition a day's pay or time off in lieu at a time mutually agreeable to the employee and the Employer.
- 15.04 Should any of the paid holidays occur during an employee's vacation period or a scheduled day off, she or he shall receive an equivalent day off with pay at a time mutually agreeable to the employee and the supervisor.

#### **ARTICLE 16 – VACATION**

- 16.01 (a) Employees who have completed less than one (1) year of service will earn 1.25 days per month of service to a maximum of fifteen (15) days. Vacation pay for such employees will be six percent (6%) of regular earnings during the vacation year.
- (b) Employees with one (1) or more years of service will earn 1.67 days per month of service to a maximum of twenty (20) days. Vacation pay for such employees will be eight percent (8%) of regular earnings during the vacation year.
- (c) Employees with five (5) or more years of service will earn 2.083 days per month of service to a maximum of twenty-five (25) days. Vacation pay for such employees will be ten percent (10%) of regular earnings during the vacation year.
- (d) Employees with ten (10) or more years of service will earn 2.5 days per month of service to a maximum of thirty (30) days. Vacation pay for such employees will be twelve percent (12%) of regular earnings during the vacation year.
- 16.02 Part-time and casual employees shall receive pro-rated vacation entitlement on the same basis as full-time employees. Casual employees shall receive vacation pay only.
- 16.03 An employee who resigns from her/his employment with less than two (2) weeks notice shall be entitled to the vacation provided in the applicable legislation.

- 16.04 (a) The Employer shall endeavour to accommodate the wishes of employees with respect to vacation scheduling subject to the needs of providing services in the community.
- (b) Vacation requests shall be submitted, in writing, to their Supervisor at least two (2) work weeks in advance of the commencement of the period. The Employer will respond, in writing, within five (5) work days of receiving the request. In cases of emergency, less notice may be considered.
- (c) To facilitate planning, requests for the summer vacation period commencing June 15<sup>th</sup> to September 15<sup>th</sup> annually will be submitted by March 15<sup>th</sup> and such requests will be confirmed, in writing, by April 15<sup>th</sup>.
- 16.05 Approved vacation shall not be changed unless agreed upon by the employee and the Employer.
- 16.06 Any trading of approved vacation must be agreed upon by all affected employees and the Employer.
- 16.07 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise agreed upon by the employee and the Employer.
- 16.08 Any employee who wishes to resign shall provide at least two (2) weeks' written notice of resignation. Vacation may only be used as part of the notice period with the consent of the Employer.

#### **ARTICLE 17 – HEALTH AND WELFARE BENEFITS**

- 17.01 (a) The Employer agrees during the term of the Collective Agreement to contribute towards the cost of premiums for participating employees in the active employment of the Employer, in the applicable existing group insurance and pension plans (or such comparable plans as may be introduced).
- (b) Participation, coverage and benefits are all subject to the terms of the particular plans.
- (c) The group insurance cost will be split approximately 50/50, with the employees paying one hundred percent (100%) of the cost of disability coverage and life insurance coverage.
- (d) All participating employees will contribute a minimum of 2.5% of wages to the pension. The Employer will match contributions of up to five percent (5%) to the pension.

#### **ARTICLE 18 – TRANSPORTATION ALLOWANCE**

- 18.01 The Employer may provide fleet vehicles to assist staff in carrying out their duties. Where there is no fleet vehicle available and the Employer requires an employee to use a vehicle in the course of her or his work, the Employer will (at its discretion and cost) either arrange a non-fleet vehicle for the employee or

authorize the employee to use her or his own vehicle. All vehicles used in the course of work shall be used according to the Employer's policies. Fleet vehicles and Employer provided non-fleet vehicles shall be used strictly for work purposes. If the Employer authorizes an employee to use her or his own vehicle, "mileage" will be compensated at fifty-one cents (\$0.51) per kilometre (unless a fleet or Employer provided non-fleet vehicle was available, in which case it will be twenty cents (\$0.20)). Employees will provide accurate and complete records respecting vehicle use at the request of the Employer.

- 18.02 Employees shall be reimbursed for all travel related expenses reasonably incurred in the performance of their duties. To be reimbursed, employees must submit detailed claim forms with receipts, by no later than the end of the months following the month in which the expenses were incurred.

### **ARTICLE 19 – MISCELLANEOUS**

- 19.01 The Employer shall endeavour to provide adequate, ergonomically correct work stations for its staff.
- 19.02 The Employer will provide a bulletin board for posting of Union notices.
- 19.03 A copy of this Agreement will be issued by the Employer to each employee. The cost of printing the Collective Agreement shall be shared by the Local Union (the bargaining unit) and the Employer.
- 19.04 Wherever 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 includes the plural and vice versa, where the context so requires.
- 19.05 The Employer will advise the employees or the Union of any change in the Employer's policies that impacts the employees or the Union, prior to implementing the change.

### **ARTICLE 20 – COMPENSATION**

- 20.01 As an ongoing benefit of employment, the Employer will continue its practice of reimbursing employees for the cost of membership in their respective professional bodies. Employees will be required to provide proof of registration, with details of costs, as required by the Employer.
- 20.02 As an ongoing benefit of employment, the Employer will continue its practice of reimbursing employees for the cost of their College licence to practice. Employees will be required to provide proof of registration, with details of costs, as required by the Employer.

### **ARTICLE 21 – SALARIES AND CLASSIFICATIONS**

- 21.01 Salaries in present classifications are set forth in Appendix "A" and remain in effect for the duration of this Agreement.

21.02 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. The Employer will also provide the Union with any available information on the job posting, job profile, and salary scale of the classification. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed.

Any change in the rate established by the Employer 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.

21.03 A claim for past experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. Once established, credit for experience is effective as of the employee's date of hire. The employee shall co-operate with the Employer by providing verification of past experience so that this may be confirmed and evaluated forthwith and normally in the hiring process. Once the past experience is established, the Employer will credit an employee with the appropriate level of annual service increments for the past experience (by assessing its relevancy) up to the maximum of the salary grid.

Where the Union or employee challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed.

Any change in the rate established by the Employer 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.

21.04 The Employer may designate certain employees as having been assigned additional responsibility to direct, supervise or oversee work of others and such designated employees shall be paid a premium of one dollar and fifty cents (\$1.50) per hour.

## **ARTICLE 22 – DURATION AND RETROACTIVITY**

22.01 This Agreement shall remain in full force and effect from April 1, 2014 and extend to March 31, 2018 and from year to year thereafter, unless either party notifies the other in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than ninety (90) calendar days prior to the termination date of this Agreement.

DATED at Kenora, Ontario, this 16<sup>th</sup> day of December, 2014.

FOR THE EMPLOYER

“Anita Cameron”

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FOR THE UNION

“Michelle McColl”  
Labour Relations Officer

“Patric Lehnhoff”  
Bargaining Unit President

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## APPENDIX "A"

**SALARY SCHEDULES**

<b>NURSE PRACTITIONER</b>				
	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Start	\$44.76	\$44.76	\$45.43	\$46.34
1 Year	\$45.84	\$45.84	\$46.53	\$47.46
2 Years	\$46.92	\$46.92	\$47.62	\$48.58
3 Years	\$48.00	\$48.00	\$48.72	\$49.69
4 Years	\$49.09	\$49.09	\$49.83	\$50.82
5 Years	\$50.20	\$50.20	\$50.95	\$51.97
6 Years	\$50.58	\$50.58	\$51.34	\$52.37
7 Years	\$50.96	\$50.96	\$51.72	\$52.76
8 Years	\$51.34	\$51.34	\$52.11	\$53.15
9 Years	\$51.72	\$51.72	\$52.50	\$53.55
<b>RN/CHN</b>				
	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Start	\$30.55	\$30.55	\$31.01	\$31.63
1 Year	\$31.61	\$31.61	\$32.08	\$32.73
2 Years	\$32.67	\$32.67	\$33.16	\$33.82
3 Years	\$33.73	\$33.73	\$34.24	\$34.92
4 Years	\$34.79	\$34.79	\$35.31	\$36.02
5 Years	\$35.85	\$35.85	\$36.39	\$37.12
6 Years	\$36.91	\$36.91	\$37.46	\$38.21
7 Years	\$37.97	\$37.97	\$38.54	\$39.31
8 Years	\$39.04	\$39.04	\$39.63	\$40.42
9 Years	\$40.10	\$40.10	\$40.70	\$41.52
<b>REGISTERED PRACTICAL NURSE</b>				
	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Start	\$24.76	\$24.76	\$25.13	\$25.63
1 Year	\$25.46	\$25.46	\$25.84	\$26.36
2 Years	\$26.16	\$26.16	\$26.55	\$27.08
3 Years	\$26.85	\$26.85	\$27.25	\$27.80
4 Years	\$27.55	\$27.55	\$27.96	\$28.52
5 Years	\$28.25	\$28.25	\$28.67	\$29.25
6 Years	\$28.94	\$28.94	\$29.37	\$29.96
7 Years	\$29.64	\$29.64	\$30.08	\$30.69
8 Years	\$30.34	\$30.34	\$30.80	\$31.41
9 Years	\$31.04	\$31.04	\$31.51	\$32.14
<b>REGISTERED DIETICIAN</b>				
	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Start	\$32.13	\$32.13	\$32.61	\$33.26
1 Year	\$32.85	\$32.85	\$33.34	\$34.01
2 Years	\$33.57	\$33.57	\$34.07	\$34.76
3 Years	\$34.29	\$34.29	\$34.80	\$35.50
4 Years	\$35.01	\$35.01	\$35.54	\$36.25
5 Years	\$35.73	\$35.73	\$36.27	\$36.99

6 Years	\$36.45	\$36.45	\$37.00	\$37.74
7 Years	\$37.17	\$37.17	\$37.73	\$38.48
8 Years	\$37.89	\$37.89	\$38.46	\$39.23
9 Years	\$38.61	\$38.61	\$39.19	\$39.97

NOTE: Wage grids to be increased by 1.5% as of April 1, 2016 and 2.0% as of April 1, 2017.

Any employee whose rate of pay exceeds the salary grid will be red circled and will move on the salary grid to the next level based on the established grid when they exceed their present rate of pay.

Employees whose present vacation entitlement exceeds the Collective Agreement entitlement based on service shall be red circled until they reach the year of service which allows for the next level of vacation entitlement.

One dollar (\$1.00) per hour premium for the CDE designation/certification.

If the Government funding to be used for wages for bargaining unit employees increases during the life of this Collective Agreement, the Employer shall pass on such increases to employees consistent with the funding increase. This will be the case whether the funding increase is for the entire year or simply a portion of it and wage increases shall be effective upon the effective date of the increased funding. Should the Government provide no increase, wages will be maintained at their present levels. Should the Government decrease funding, then the Employer will maintain wages at present levels. The Employer will promptly provide the Union with any information it receives from the Government regarding funding available for wages and the parties will meet as required to work towards co-operative resolution of any issues arising from this Government information.

**APPENDIX "B"**

**GRIEVANCE REPORT 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'AIIO EMPLOYER EMPLOYEUR		STEP ÉTAPE <b>1.</b> 2. 3.	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR _____ _____ _____
GRIEVOR PLAIGNANTE DEPARTMENT SERVICE _____ _____	GRIEVANCE NO. N° DU GRIEF _____		
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'AIIO:	
	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: _____ SIGNATURE & POSITION OF EMPLOYERS REPRESENTATIVE: SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR:
STEP ONE PREMIÈRE ÉTAPE ▶		STEP TWO DEUXIÈME ÉTAPE ▶	
STEP TWO DEUXIÈME ÉTAPE ▶		STEP THREE TROISIÈME ÉTAPE ▶	
STEP THREE TROISIÈME ÉTAPE ▶			
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 - AIIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE	

**LETTER OF UNDERSTANDING**

Between:

**WAASEGIIZHIG NANAANDAWE'YEWIGAMIG**  
(hereinafter referred to as "the Employer")

And:

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

RE: WEDNESDAY EVENING CLINICS

WHEREAS, the parties agree that providing extended hours of service for an evening clinic will be ongoing.

AND WHEREAS, the parties have determined that a Wednesday evening clinic will be maintained in the Kenora satellite office.

The parties therefore agree to the following process to ensure coverage of the Wednesday evening clinics:

1. A rotating schedule has been determined and will provide coverage until further notice from the Employer.
2. Should that schedule need to be changed an Expression of Interest will be posted with as much notice as possible prior to the effective date of the change, to identify any Nurse Practitioners who may wish to volunteer for the new schedule. Should there be sufficient volunteers identified, the Nurse Practitioners will work with the Employer to arrange scheduling for evening clinics as per the new schedule.
3. If the Expression of Interest process does not garner sufficient volunteers, the Nurse Practitioners will meet to self-schedule coverage for Wednesday evening clinics.
4. If the Nurse Practitioners are unable to provide a self-scheduled agreement satisfactory to the Employer prior to the start of the new schedule, the Employer will schedule the Nurse Practitioners in an equitable manner to provide coverage.

This Letter of Understanding will expire with the Collective Agreement on March 31, 2018.

DATED at Kenora, Ontario, this 16<sup>th</sup> day of December, 2014.

FOR THE EMPLOYER

"Anita Cameron"

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\_\_\_\_\_

FOR THE UNION

"Michelle McColl"  
Labour Relations Officer  
"Patric Lehnhoff"  
Bargaining Unit President

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