

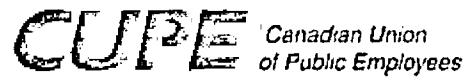
# COLLECTIVE AGREEMENT

BETWEEN



THE FORT FRANCES COMMUNITY CLINIC

and



CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 65-08

TERM OF AGREEMENT: August 1<sup>st</sup>, 2021 to July 31<sup>st</sup>, 2024

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**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE FORT FRANCES COMMUNITY CLINIC**

**(hereinafter referred to as the “Employer”)**

**OF THE FIRST PART:**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 65-08**

**(hereinafter referred to as the “Union”)**

**OF THE SECOND PART.**

## **ARTICLE 1 – PURPOSES OF THE AGREEMENT**

### **1.01 Purpose of the Agreement**

The purpose of this Agreement is to establish an orderly, collective bargaining relationship between the Employer and those employees represented by the Union which will not interfere with the successful operation of the Fort Frances Community Clinic as a service institution intended to provide adequate medical and clinical service to the general public.

## **ARTICLE 2 – RECOGNITION**

### **2.01 Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and working conditions for all employees of The Fort Frances Community Clinic Inc. in the Town of Fort Frances, save and except supervisors, persons above the rank of supervisor, nurse practitioners, registered nurses, students employed during the school vacation period, and students employed in a cooperative program.

### **2.02 Summer Students**

The Employer may employ summer students during the school vacation period but no student will be hired while any bargaining unit employee who is on layoff currently possesses the skill and ability to perform the available work.

### **2.03 Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit for a period of more than one day while a bargaining unit employee who possesses the skill and ability to perform the job is on layoff, except in cases mutually agreed upon in writing by the parties or in the event of an emergency. The Employer shall be the sole judge of the employee's skill and ability and its decision shall not be arbitrable, provided however, the Employer shall not exercise its discretion in an arbitrary, capricious, or discriminatory manner.

### **2.04 Rights of Fair Representation**

The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees and any other advisor when dealing or negotiating with the Employer. With the approval of the Manager or designate, the representative/advisor may have access to the Employer's premises in order to deal with any matters arising out of this collective agreement. Such permission will not unreasonably be withheld.

**ARTICLE 3 – DEFINITIONS**

**3.01 Definition of Employee**

- (1) “Employee” shall include only such persons coming within the scope of the bargaining unit described in Article 2 who have completed four hundred and fifty (450) hours or longer continuous employment.
- (2) The Employer recognizes the following categories of employees:
  - (a) A full time employee is an employee who is regularly employed for thirty (30) hours or more per week.
  - (b) A part time employee is an employee who is regularly employed for fewer than thirty (30) hours per week.
  - (c) A casual employee is an employee employed on an as need basis.
- (3) For the purpose of this Agreement, the term “employee”, unless otherwise qualified, shall mean full time, part time and casual employee.

**3.02 Definition of Manager**

“Manager” shall mean the Clinic Administrator, and shall include their designate where the Manager advises of the need for such designation in particular circumstances.

**3.03 Definition of Steward**

“Steward” is an employee elected by the Union members (or appointed to fill a vacancy temporarily) and duly accredited in writing to represent an employee or employees in presenting a grievance to the Employer.

**3.04 Definition of Arbitration Board**

“Arbitration Board” shall include a single arbitrator selected by the Employer and the Union.

**3.05 Use of Gender**

For the purposes of interpretation of this Agreement, wherever the singular, masculine or feminine gender is used in this Agreement it shall be considered as if the plural or neutral terms (them/they) has been used where the context of the Agreement so requires.

**3.06 Definition of Working Days**

“Working Days” shall mean the days in which the Clinic is in operation.

## **ARTICLE 4 – RELATIONSHIP**

### **4.01 All Employees to be Members**

As a condition of employment, all new employees shall become and remain members in good standing of the Union.

### **4.02 Deduction of Dues**

The Employer agrees to deduct each month from the salary of each employee covered by this agreement the amount of union dues as provided by the Constitution and By-Laws of the Union and remit same to the Secretary-Treasurer of CUPE Local No. 65 not later than the 15<sup>th</sup> day of the month following, accompanied by a list of names of all employees from whose wages the deductions have been made.

### **4.03 Dues Receipts**

At the same time that income tax (T-4) slips are made available, the Employer shall enter the amount of union dues paid by each employee in the previous year.

### **4.04 Indemnity Clause**

In consideration of the deduction and forwarding of union dues by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim of liability arising out of or resulting from the operation of this article.

### **4.05 Interviewing Opportunity**

The Employer agrees to acquaint probationary employees with the fact that a Union agreement is in effect, and with the conditions of the employment set out in the articles dealing with Union Security and Dues Check-Off.

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union steward, when available. The steward, subject to operational requirements of the clinic and with prior approval from their direct supervisor shall be permitted a maximum of thirty (30) minutes to discuss with the new employee the employee's rights and responsibilities under the collective agreement.

### **4.06 No Discrimination**

Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee on account of membership or non-membership in any trade Union or association or by reason of race, colour, religious beliefs, national origin, sex, marital status, or for any further reasons as expressed in the Ontario Human Rights Code.

### **4.07 No Harassment**

The Employer shall maintain a workplace harassment policy and shall make the policy available to all employees and shall post the policy on all staff bulletin boards.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

### **5.01 Management Rights**

The right to hire, promote, classify, schedule, lay off, recall, demote, transfer, discharge or discipline for just cause, to maintain order, discipline and efficiency and to establish and enforce rules and regulations governing the conduct of the employees, is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this Agreement. All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility.

## **ARTICLE 6 - NO STRIKE OR LOCK-OUT**

### **6.01 No Strike or Lock-out**

The Employer agrees that there will be no lock-out of employees and the Union agrees that there will be no strike or other collective action by the employees until seven (7) days have elapsed after the Minister of Labour has released to the parties the report of a conciliation board or mediator, or fourteen (14) days have elapsed after the Minister has released to the parties a notice that they do not consider it advisable to appoint a conciliation board. If such strike or other collective action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties forthwith and to resort to the grievance procedure established herein for the settlement of any complaint or grievance.

## **ARTICLE 7 - STEWARD AND UNION COMMITTEE**

### **7.01 Union Committee**

The Employer will deal with a Union committee of one (1) Unit Chairperson and one (1) steward with respect to issues of mutual concern between the Union and the Employer and grievances of any employee(s) which may properly arise hereunder from time to time during the term of the Agreement. The members of the Union Committee will also be the Union's representatives on the Labour Management committee.

### **7.02 Names of Officers**

The Union will inform the Employer in writing of the names of its officers and one steward from time to time and the Employer will not be required to recognize the officers or steward until it has been notified in writing by the Union of the names of the employees elected or appointed temporarily.

### **7.03 Permission to Leave Duties**

The Union acknowledges that the steward and members of the Committee will continue to perform their regular duties on behalf of the Employer, and that such persons will not leave their regular duties without first obtaining permission from their supervisor and on resuming regular duties they will report to their respective supervisors.

**7.04 Union Bargaining Committee**

A Union bargaining committee shall be elected or appointed by the Union and shall consist of not more than two (2) members of the Union. The Union will advise the Employer of the Union members of the committee.

The Employer agrees that members of the Union bargaining committee shall suffer no loss of earnings for time spent in negotiations during their regular scheduled work day(s), and that the Union shall be billed for such day(s).

If either party wishes to call a collective bargaining meeting, the meeting shall be held at a time and place that is mutually agreeable to both parties. A maximum of one (1) member from the same classification may be elected to the bargaining committee. If unable to fill the bargaining committee in this manner, members may be elected from the same classification provided that this shall not result in a disruption to services.

**ARTICLE 8 – GRIEVANCE AND COMPLAINT PROCEDURE**

**8.01 Grievance and Complaint Procedure**

Should any differences arise between the Employer and an employee or employees as to the interpretation or alleged violation of the provisions of this Agreement, they shall be taken up in the following manner:

**Step 1**

An employee having a complaint or a grievance or one designated member of a group having such complaint or a grievance shall first raise the matter with their immediate supervisor within five (5) working days of the alleged violation, and attempt to resolve the issue. The employee shall have the right to be accompanied by a shop steward during such discussions. The immediate supervisor will respond to the complainant within five (5) working days.

**Step 2**

If the complaint or grievance is not resolved at Step 1, the Union Committee with the signed consent of the employee may refer the matter as a written grievance to the Manager within five (5) working days following the date on which the matter was raised and responded to pursuant to Step 1. The Union Committee will at this time advise whether it wishes to meet with the Manager, and such meeting will be held within five (5) working days after such request. The Manager shall render their decision in writing to the employee with a copy to the Union Committee not later than five (5) working days following the referral of the grievance, or the discussion meeting with the Manager, whichever is later.

**8.02 Presence at Grievance Meeting**

Either the Employer or the Union may require that the employee or a member of the group of employees involved in the grievance being appealed shall be present at such meeting.

### **8.03 Grievance Forms**

All grievance forms shall contain only one grievance. A written grievance shall contain a clear and concise statement concerning the complaint, the persons involved, the date on which the alleged grievance occurred, applicable Collective Agreement articles and/or statutory references, and the relief sought if practicable.

A grievance shall be returned to the employee if it fails to comply with these requirements and an employee shall have an additional five (5) working days to re-file the grievance in conformity with this section.

### **8.04 Time Limits**

No grievance may be processed to arbitration unless the written grievance is given to the immediate supervisor within five (5) working days from the date on which the cause of the grievance occurred or within five (5) working days from the time the employee or the Union should have known of the occurrence of the event upon which the grievance is based.

Time limits shall be computed by excluding Saturday, Sunday, Statutory Holidays and employee's regular days off. Failure of the employee or the Union to meet the time limits in processing the grievance will cause the grievance to expire and neither it nor the same subject matter shall be further considered or made the subject of a further grievance. Failure of the Employer to meet the time limits shall permit the aggrieved employee to take the grievance to the next succeeding step, provided they present the grievance at this next step within five (5) working days after the expiration of the said time limit. Any agreement as to an extension of time will be valid only if in writing (including e-mail) between the Manager and the Union.

### **8.05 Policy Grievance**

It is agreed that a grievance arising directly between the Employer and the Union can be raised provided it is raised within five (5) working days from the time the circumstances giving rise to the grievance have occurred or ought to have reasonably come to the attention of the party grieving. Such grievance shall be commenced at Step #2 and time limits set out with the respect to that step shall appropriately apply. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby bypassed.

## **ARTICLE 9 - ARBITRATION**

### **9.01 Arbitration**

Except for the qualification in Article 9.05 should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may within twenty (20) days following receipt of the answer from the Manager, notify the Employer in writing of its desire to submit the difference or allegation to arbitration.

The Employer and the Union shall agree upon a single arbitrator to hear the grievance, and for this purpose the party submitting the grievance to arbitration shall provide, with its notice of intent to proceed to arbitration, a list of three (3) arbitrators whom it wishes to hear the grievance. Within fifteen (15) days after receipt of such notification, the other party shall either agree to one of the

proposed arbitrators or provide a list of three (3) other arbitrators for consideration. This process will continue until an arbitrator is selected. If the parties are unable to agree upon an arbitrator to hear the grievances, either party may request the Ministry of Labour to appoint an arbitrator.

No person may act as an arbitrator who is a member of the Union or an employee or solicitor or agent of either the Union or the Employer or who has been directly involved in attempts to negotiate or settle the grievance.

The Arbitrator shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.

If the grievance is not referred to arbitration within the said twenty (20) day period, the grievance will be conclusively deemed to have been finally abandoned.

**9.02 Authority of Arbitrator**

It is understood and agreed that the Arbitrator shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement, nor to give any decision inconsistent with it, nor shall any practices or customs become binding unless they are acknowledged in writing between the Manager and the Union.

**9.03 Compensation of Arbitrator**

The Union and the Employer shall each be responsible for the fees and expenses of its own nominee and one-half of the fees and expenses of the chairman or of a single arbitrator.

**9.04 Place of Hearing**

Arbitration shall be heard at Fort Frances, Ontario, or at such other place as may be agreed upon by the Union and the Employer.

**9.05 Confidential Information**

With respect to any grievance arising out of the discharge of an employee for revealing confidential information about a patient, without the approval of the Employer, referred to in Article 10.02, the arbitrator or chairman of the Arbitration Board shall be a medical doctor duly qualified and licensed to practice medicine in the Province of Ontario unless the Employer waives the application of this Article 9.05.

**ARTICLE 10 – DISCHARGE AND DISCIPLINE GRIEVANCES**

**10.01 Probationary Period**

If any employee who has completed their probationary period believes they have been discharged or disciplined without just cause, they may file a written grievance with the Manager within five (5) working days commencing at Step 2 of the grievance procedure after they have been given

notice of discharge or discipline.

#### **10.02 Cause for Discharge**

The following specified causes will be conclusively deemed to be sufficient for the discharge of an employee, but will not deprive any employee of the grievance procedure:

- (a) Theft
- (b) Being on the job under the influence of alcohol, non-prescription drugs, or prescription drugs while on duty which impair the ability to perform work.
- (c) Making false entries in records
- (d) Insubordination
- (e) Inappropriate behaviour displayed towards patients (e.g. aggressive, hostile or profane behaviour)
- (f) Breach of the Occupational Health and Safety Act, or Clinic rules relating thereto
- (g) Revealing confidential information about a patient
- (h) Misrepresentation of College of Nurses of Ontario credentials or failure to maintain College of Nurses of Ontario credentials in good standing.

#### **10.03 Removal of Written Disciplinary Notation or Warning**

Any disciplinary notation or warning in writing shall be removed from an employee's record after a period of eighteen (18) months in which they have not received any disciplinary warning or suspension.

#### **10.04 Discharge or Discipline Grievance Settlement**

A discharge or discipline grievance may be settled by confirming the Employer's action or by reinstating the employee with or without full compensation for time lost or by any other arrangement, which is just and equitable in the opinion of the conferring parties.

#### **10.05 Arbitrator**

If a discharge or discipline grievance goes to arbitration, the Arbitrator may:

- (a) Confirm the dismissal or discipline of the Employee; or
- (b) Reinstatement of the employee with or without full compensation for time lost;
- (c) Except in a discharge for reasons set out in Article 10.02, dispose of the grievance on terms which the Arbitrator considers just and equitable.

#### **10.06 Personnel Files**

The Employer shall allow an employee to review the contents of their personnel file for a period of up to fifteen (15) minutes. The right of access shall be exercised at a mutually convenient time and under the supervision of a management representative designated by the Employer.

During such review the employee will be permitted to respond in writing to any disciplinary sanctions in the personnel file and such reply shall form part of that employee's permanent record, for a period of eighteen (18) months.

### **ARTICLE 11 - EMPLOYER GRIEVANCES**

#### **11.01 Employer Grievances**

It is understood that the Employer may bring forward at any meeting held with the Union Committee any complaint with respect to the conduct of the Union, its officers or committee members or a member, which may affect the Employer and that if such complaint is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and reduced to writing, and the written grievance sent to the President of the Union or to their designated representative.

If such complaint is not settled to the satisfaction of the Employer, the President of the Union or their designated representative shall within ten (10) days after the mailing or delivery of the written grievance by the Employer give a reply in writing to the Employer. If the written reply has not settled the grievance to the satisfaction of the Employer or if no written reply is received by the Employer within ten (10) days after the mailing or delivery of the written grievance to the President of the Union or their designated representative, the Employer may within ten (10) days after the receipt of the reply or within twenty (20) days after the mailing or delivery of the grievance in case no written reply is received, refer the grievance to arbitration in accordance with Article 9 of this Agreement.

Unless otherwise agreed to in writing, the Employer shall comply with time limits set out in this Clause respecting any Employer grievance, otherwise the grievance shall be deemed to have been abandoned.

### **ARTICLE 12 - PROBATIONARY PERIOD AND SENIORITY**

#### **12.01 Probationary Period**

Every person newly employed shall be on probation until they have completed four hundred and fifty (450) hours or four (4) consecutive months, whichever occurs first, of continuous service with the Employer, after which length of continuous service shall be effective from the first shift worked in their last continuous employment with the Employer.

During the probationary period, the employment of probationary employees shall be governed in accordance with the terms and conditions of this agreement, save and except the following articles which shall not be applicable until completion of the probationary period: Articles 12.06 (Layoff & Recalls), 12.07 (Notices), 14.02 (Bereavement Leave), and 17 (b) through (d) (Health & Welfare Benefits). It is further understood that the layoff or termination of employment of a probationary

employee may not be made the subject of a grievance and such employee shall not have any right of recall.

Upon completion of the probationary period, seniority shall be effective from the original date of employment. The probationary period may be extended by mutual agreement of the parties.

#### **12.02 Seniority List**

- (a) The Employer will on or before January 31<sup>st</sup> of each year, post and furnish to the Union a list of full time and part time employees and a separate list for casual employees, showing their seniority based on their length of continuous service from the date of commencement of the last continuous period of employment and revised copies will be posted and supplied in the months of January and July each year. While an employee is on an unpaid leave previously accumulated seniority shall not be forfeited but shall not accrue.

No objection with respect to seniority placement may be taken by the affected employee unless notice of objection is given by the employee to the Employer within one (1) month after the January 31<sup>st</sup> posting.

- (b) Effective April 1, 2008, all employees will have their seniority with respect to the Collective Agreement calculated as 1950 hours worked equals one year of seniority. All employees shall be placed on the seniority list in accordance with their years of continuous service as determined by the 1950 calculation.

An employee cannot accrue more than one year's seniority in a calendar year.

#### **12.03 Seniority Factors**

The Employer and Union agree that in the cases of transfers, promotions (other than promotions to positions outside of the bargaining unit), demotions and increase or decrease in a classification, the following factors shall be considered:

- (a) Current: skill, ability, experience, knowledge, training, integrity and performance;  
and
- (b) Length of continuous service calculated in accordance with the 1950 calculation.

However, having regard to the fact that the employees are assisting in the operation of a clinic, the Union agrees that the qualifications in factor (a) must govern, and only where such qualifications of the employees involved are relatively equal, will factor (b) govern. Having in mind the importance of operating the Clinic for the utmost benefit of its patients, the Employer shall be the sole judge of the qualifications in factor (a) and its decision shall not be arbitrable, provided however, the Employer shall not exercise its discretion in an arbitrary, capricious, or discriminatory manner.

When the Employer decides to make a reduction in the number of employees or to rehire otherwise than according to seniority, the Employer will notify the Union and the Union Committee will have five (5) working days from the date of mailing or delivery of the notice to make representations.

#### **12.04 Termination of Service**

Continuity of service shall be considered broken and employment terminated when:

- (a) an employee quits or is discharged (and the discharge is not reversed through the grievance or arbitration procedure);
- (b) an employee unjustifiably fails to report to work at the termination of a leave of absence or within five (5) working days after being recalled to work;
- (c) an employee is absent for more than twenty-four (24) months because of lay-off;
- (d) an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to their last known address on the employee's records to report to work and does not give satisfactory reason to the Employer;
- (e) an employee is absent from work for two (2) consecutive days without providing a reason satisfactory to the Employer;

Continuity of employment for casual employees shall also be considered broken and employment terminated where such employees refuse, cancel or fail to attend, subject to a bona fide excuse (including a substantiated illness) as determined by the Employer, three (3) or more call ins within any sixty (60) calendar day period. The termination of a casual employee under this provision shall not be subject to the grievance procedure nor referable to arbitration.

#### **12.05 Notice of Termination**

Every employee shall give at least two (2) weeks' notice of termination of their employment.

Except in cases of dismissal for cause or of termination during the probationary period, the Employer may terminate the employment of an employee on giving notice in writing to the employee as follows:

- (a) one week's notice if their period of employment is less than two (2) years;
- (b) two weeks' notice if their period of employment is two (2) years or more but less than five (5) years;
- (c) four weeks' notice if their period of employment is five (5) years or more but less than ten (10) years;
- (d) eight weeks' notice if their period of employment is ten (10) years or more;

provided, however, that the employment of a person may be terminated forthwith where the employer gives the employee notice in writing to that effect and pays the employee an amount equal to the wages to which the employee would have been entitled for work that would have been performed by them at the regular rate for a normal non-overtime work week for the period of notice set out above.

## **12.06 Layoff and Recalls**

- (a) The Employer agrees to give as much advance notice of layoffs and recalls as is reasonably possible.
- (b) Laid off employees shall be recalled in order of their seniority provided they currently have the required skills and ability and are qualified to do the work.
- (c) No new employee will be hired until those laid off in that classification have been given an opportunity of re-employment.
- (d) In the event that the Employer intends to close the entire Clinic for a period of at least one (1) week, thirty (30) calendar days notice shall be provided, except in cases of emergency.

## **12.07 Notices**

Any notice to any employee under this Agreement will be given in writing, addressed to the employee at their last address on the payroll records of the Employer, with a copy to the Union. Such notice shall be deemed to have been given the third day after the document is forwarded by registered mail.

It will be the responsibility of the employee to provide written notification of any change in their address.

## **ARTICLE 13 – TRANSFER**

### **13.01 Posting of Vacancies**

- (a) All new positions and vacancies in existing positions within the bargaining unit with an expected duration of more than thirty (30) working days shall be posted on the bulletin board for a minimum of five (5) working days. Employees will be allowed to make written application during that period for the position to the Manager or their designate.
- (b) In the case of vacancies of an expected duration of thirty (30) working days or less, the Employer shall have the exclusive right to staff such positions in a manner it determines is most appropriate in the circumstances. The Employer will notify employees of such opportunities and will give prior consideration to any employees who communicate, in writing, their interest in obtaining the position.
- (c) No outside advertisement for any vacancy within the bargaining unit shall be placed until the applications of present employees have been fully considered. Where there is no qualified applicant(s), the Employer may accept outside applications.
- (d) Any full time employee who successfully posts into a part time position, other than a temporary vacancy, shall be deemed part time and accrue seniority on that basis until such time as the employee returns to full time status in accordance with posting procedure.

**13.02 Information on Postings**

Job posting notices shall contain the following information: nature of Position, required qualifications, hours of work and wage range.

**13.03 Employer Initiated Transfer**

If an employee is transferred to another position carrying a rate in a lower range, the employee shall not suffer thereby a reduction in rate of pay until after three (3) months in the position at which time the employee will be paid the rate applicable in accordance with Schedule "A".

**13.04 Transfer by Employer to Higher Rated Position**

If an employee is transferred to another position carrying a rate in a higher range, the employee shall not suffer thereby a reduction in rate of pay but shall progress within the scale for that position according to their length of service within the position subsequent to the date of the transfer

**13.05 Transfer at Request of Employee**

If an employee at their own request or to avoid being laid off is transferred to another position, the employee shall immediately be paid the starting rate for the position to which the employee is transferred and shall progress within the scale for that position according to the length of service within that position subsequent to the date of the transfer.

If in the opinion of the employer, such employee has the current skill, ability and knowledge to fulfil all the responsibilities of the position, they will be considered to be at the second incremental rate of pay.

**13.06 Trial Period**

The successful applicant shall be given a trial period of ninety (90) calendar days, during which time they will receive the necessary training for the position. The Employer shall not curtail the trial period before it has run its full course without just cause. The employee shall be declared permanent after the trial period. The trial period may be extended upon the request of either party but only with the mutual consent of the parties.

If in the Employer's sole judgment the applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary scale. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate and such re-arrangement shall not be subject to the grievance procedure.

**13.07 Notification to Union and Employee**

The Union will be notified within seven (7) calendar days of all appointments, hirings, layoffs, transfers (extending beyond one month), recalls and terminations of employment within the bargaining unit.

Unsuccessful internal applicants will be notified of such within seven (7) calendar days of the appointment and shall be informed of the successful candidate's name.

## **ARTICLE 14 – LEAVE OF ABSENCE**

### **14.01 Seniority Rights**

Seniority rights will not be lost by an employee during a leave of absence granted in writing by the Manager and seniority shall continue to accrue to the employee during a defined period of absence unless the written leave specified otherwise.

### **14.02 Bereavement Leave**

Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the employee's spouse, child (biological, foster, step, and/or adopted), or parent.

Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, or sister-in-law.

The definition of spouse in this clause includes that of a common-law spouse as defined in The Family Law Act of the Statutes of Ontario. The employee must designate who the spouse is in writing to the Employer and there can only be one spouse at one time. In the absence of a written designation as to who the spouse is as aforementioned, it is agreed that the spouse to whom this clause applies is the lawfully married spouse, if any.

- a) Any employee who notifies the Employer as soon as possible following a death will be granted one (1) day off bereavement leave, to attend the funeral, without loss of regular pay from regularly scheduled hours in conjunction with the death of the employee's uncle, aunt, niece or nephew.

### **14.03 Pregnancy/Parental/Adoption Leave**

#### **(i) Pregnancy Leave**

- (a) Pregnancy Leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, as amended from time to time.
- (b) A pregnant employee is entitled to a leave of absence without pay unless their due date falls fewer than thirteen (13) weeks after they commenced employment. An employee may begin their pregnancy leave no earlier than the earlier of a) the day that is 17 weeks before their due date, and b) the day on which they give birth. An employee may begin their pregnancy leave no later than the earlier of a) their due date, and b) the day on which they give birth.
- (c) 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, the employee shall provide the Employer with a certificate from a legally qualified medical practitioner stating the due date.

- (d) An employee's pregnancy leave ends:
    - i) if they are entitled to parental leave, 17 weeks after the pregnancy leave began; or
    - ii) if they are not entitled to parental leave, on the day that is the later of 17 weeks after the pregnancy leave began, and six weeks after the birth, still-birth, or miscarriage.
  - (e) The employee shall reconfirm their intention to return to work on the date provided in accordance with subsection (c) above by written notification received by the Employer at least two (2) weeks in advance thereof.
  - (f) The period of pregnancy leave shall be included in determining the employee's length of employment, length of service, and seniority.
  - (g) The Employer will contribute its share of the contributions towards the employee's benefits, in which the employee is participating during the pregnancy leave.
  - (h) Upon the conclusion of the employee's pregnancy leave, the Employer shall reinstate the employee to the position they most recently held, if it still exists, or to a comparable position, if it does not, subject to the terms of the collective agreement.
- (ii) Parental Leave
- (a) Parental Leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, as amended from time to time.
  - (b) An employee who has been employed by the Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a parental leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.
  - (c) An employee may begin parental leave no later than 78 weeks after the day the child is born, or comes into the employee's custody, care and control for the first time. An employee who has taken pregnancy leave must begin their parental leave when their pregnancy leave ends, unless the child has not yet come into their custody, care and control for the first time.
  - (d) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of parental leave, and the expected date of return.
  - (e) An employee's parental leave ends 61 weeks after it began, if the employee also took pregnancy leave, and 63 weeks after it began, otherwise.
  - (f) An employee shall reconfirm their intention to return to work on the date provided in accordance with subsection (d) above by written notification received by the Employer at least two (2) weeks in advance thereof.
  - (g) A 'parent' includes a person with 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 intended to treat the child as their own, and 'child' has a corresponding meaning. This includes same-sex couples.

- (h) The period of parental leave shall be included in determining the employee's length of employment, length of service, and seniority.
- (i) The Employer will contribute its share of the contributions towards the employee's benefits, in which the employee is participating during the parental leave.
- (j) Upon the conclusion of the employee's parental leave, the Employer shall reinstate the employee to the position they most recently held, if it still exists, or to a comparable position, if it does not, subject to the terms of the collective agreement.

#### **14.04 Union Business**

The Employer will, upon request of the Union, grant a leave of absence without pay to two (2) employees from different departments at one time selected or appointed by the Union to attend Union functions, provided that the number of days in total in one year does not exceed fifteen (15) working days off, and provided that such absence will not result in less than one employee in each absentee's classification being available for duty during the absentee's regular hours of work.

#### **14.05 Family Medical Leave**

- (a) An employee is entitled to an unpaid compassionate care leave for up to twenty-eight (28) weeks within a fifty-two (52) week period to provide care or support to the employee's spouse, parent, step-parent, foster parent, child, step-child or foster child, or the child, step-child or foster child of the employee's spouse, or any individual prescribed as a family member, who has a serious medical condition with a significant risk of death within the twenty-six (26) week period, in accordance with section 49.1 of the *Employment Standards Act, 2000*, as amended.
- (b) In order to be eligible for compassionate care leave, the employee must furnish the employer with a certificate of a legally qualified medical practitioner stating that the individual in question has a serious medical condition with a significant risk of death occurring within the twenty-six (26) week period. The Employer will be responsible for reimbursement of the cost for such certificate upon representation of said certificate to the Employer.
- (c) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (d) Subject to any changes to the employee's status which would have occurred had they not been on compassionate care leave, the employee shall be reinstated to their former duties and at the same rate of pay.
- (e) The employee and the employer will continue to pay their respective shares of the benefits and pension premiums.

## **ARTICLE 15 – HOURS OF WORK AND WORKING CONDITIONS**

### **15.01 Normal Hours of Work**

The regular shift for all full time employees shall consist of seven and a half (7.5) hours (exclusive of the meal period) per day and thirty seven and a half (37.5) hours per week. This is intended to define the normal hours of work of the Clinic for full time employees and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week.

### **15.02 Overtime**

Time worked (if requested and authorized by the Employer) in excess of eight (8) hours in a week day and at any time on Saturday or Sunday, will be counted as overtime and compensated on the basis of time and one-half (1½) of the employee's current hourly rate for the classification; provided however, that time (not exceeding one-quarter (¼) hour per day) necessary to finish assigned work on a irregular basis shall be deemed a "Tag End" and shall not be counted as overtime. If such "Tag End" time exceeds one-quarter (¼) hour, payment at time and one-half (1½) shall be made for the entire period in excess of eight (8) hours.

Regardless of the language provided in the Collective Agreement the Employer will be permitted to first call Casual employees to work on Saturday or Sunday before offering the work to Full-time or Part-time employees.

### **15.03 Extra Hours**

- (a) Full and part time employees desiring to work extra hours beyond those normally worked by such employees shall notify their supervisor (or designate) weekly the Wednesday prior to the next scheduled week. The Employer shall maintain lists by department for this purpose. Employees who fail to submit their names in accordance with this provision shall not be considered nor have any claim for any extra hours.
- (b) In the course of preparing weekly schedules the Employer shall consult this list of volunteers willing to work extra hours and offer such time it considers available to those qualified employees in seniority order, unless such offer will trigger overtime in which case the next most senior qualified employee will be offered the extra hours.
- (c) If such employee is not immediately available by phone on the day of scheduling, or refuses the offer, the Employer shall proceed to call the next most senior qualified employee. The full hours in a day must be accepted by the employee in the block of time offered. If the employee cannot work the full block of days, the remaining days will be offered to the next most senior qualified employee. Should any time remain after such list has been exhausted, the Employer may offer such time to casual employees or students.
- (d) Any unscheduled hours shall be offered to casual employees in seniority order.
- (e) Employees approved for professional development, on weekends, and travel related to the professional development, will not be paid overtime but will receive time off in lieu. Lieu time must be taken within ninety (90) days of earning it.

## **ARTICLE 16 - SICK LEAVE**

### **16.01 Definition of Sick Leave**

Sick leave means the period of time when a full time or part time employee is permitted to be absent from work with full pay due to sickness or accident rendering them unable to perform their regular duties as an employee and not compensable under the Workplace Safety and Insurance Act.

### **16.02 Sick Leave Entitlement**

Sick leave will be granted on the following basis and only to full time and part time employees:

- (a) Thirty three and three quarter (33.75) hours of sick leave to an employee having completed four hundred and fifty (450) hours of continuous service in their first twelve (12) months of employment.
- (b) After having completed four hundred and fifty (450) hours of continuous service an employee shall be entitled to sick leave at the rate of eleven and one quarter (11.25) hours per one hundred and fifty (150) hours of continuous service. Employees on unpaid leaves shall not accrue sick leave.
- (c) The unused portion of sick leave in any year will be cumulative to a maximum of 975 hours for full time employees and 624 for part time employees.
- (d) When sick leave is claimed, proof of disabling sickness or accident will be furnished by a certificate from a duly qualified medical practitioner unless waived by the Employer. In the case, a certificate is required, the Employer will be responsible for reimbursement of the cost for such certificate upon presentation of said certificate to the Employer.
- (e) Sick leave benefits will cease on termination of employment or on reaching normal retirement age or on death.
- (f) An employee absent by reason of sickness or accident may elect not to take leave with pay.
- (g) Should an employee become ill preceding their scheduled vacation period and should such illness continue into what would have been their vacation, all such time may be considered sick leave and the vacation period may at the option of the employee be rescheduled at a later date.

### **16.03 Exceptions for Sick Pay Entitlement**

For greater certainty, an employee will not be entitled to sick pay:

- (a) whose absence is due to pregnancy or childbirth, unless the period absence otherwise qualifies in accordance with this article and is supported by appropriate medical documentation where requested by the Employer;
- (b) during a period of layoff or of leave of absence without pay;
- (c) during a vacation period; and/or

- (d) whose absence is to undergo, or recover from, a cosmetic procedure (as defined by Ontario's Ministry of Health).

**16.04 Sickness In The Family**

Full and part time employees shall be entitled to use accrued sick leave to provide for the needs during an illness of an immediate family member (i.e., parent, child (including step-child, foster child and adoptive child: up to nineteen (19) years of age), incapacitated child, or spouse), after reasonable efforts have been made to make alternate arrangements.

**ARTICLE 17 - HEALTH AND WELFARE PROGRAMMES**

**17.01 Health and Welfare Programs**

The Employer will contribute for regular full time employees as follows:

- (a) To the Canada Revenue Agency, the amounts required by law for the Canada Pension Plan and Employment Insurance Premiums.
- (b) To the Group Insurance Plan, the total premium, subject to the terms and conditions of the Plan.
- (c) The parties agree to the extended Health Care Plan and Dental Plan, with premium payments sixty percent (60%) Employer paid and forty percent (40%) employee paid.
- (d) The Parties agree to a Vision Care Plan, which will provide a maximum benefit of \$400.00 per employee and/or dependent every twenty-four (24) months.
- (e) As of August 1, 2011, all present employees will be enrolled in the HOOP pension plan and shall maintain their enrolment in the plan, subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enrol in the plan when eligible in accordance with its terms and conditions.

**ARTICLE 18 – PAID HOLIDAYS**

**18.01 Paid Holidays**

- (1) The following will be recognized as paid holidays for employees:

New Year's Day	Civic Holiday (1 <sup>st</sup> Monday in August)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- (2) Unless otherwise provided, eligibility and payment for the holidays designated in 18.01 will be determined in accordance with the *Employment Standards Act*, 2000, as amended

from time to time.

#### **18.02 Work on Holidays**

- (1) A full time employee who works their scheduled day immediately prior to and following the holiday and who works on any of the holidays listed in Clause 18.01 above shall be paid time and one-half (1½) for such work and shall be granted a day off with pay at a time mutually agreed upon between the Employer and the employee, within either the sixty (60) days preceding or the sixty (60) days following the holiday, provided however, that where the Employer decides that it is not feasible to give the compensating time off, the Employer shall pay an additional day's pay.
- (2) A part time or casual employee who works their scheduled day immediately prior to and following the holiday and who works on any of the holidays listed in clause 18.01 above shall be paid time and one-half (1½) for such work and shall be granted time off with pay equivalent to their average daily earnings over the last thirteen (13) weeks at a time mutually agreed upon between the Employer and the employee, within sixty (60) days following the holiday, provided however, that where the Employer decides that it is not feasible to give the compensating time off, the Employer shall pay the equivalent amount.

#### **18.03 Absence on Holiday After Posted to Work**

An employee who is absent on a holiday after being posted to work forfeits all pay for the day unless the employee presents to the Employer proof of illness or non-occupational accident rendering them unable to perform their regular duties. in which case their absence from work will be treated as the paid holiday.

#### **18.04 Holidays During Vacation Period**

If one of the holidays occurs during a full-time employee's vacation period, the employee will receive an additional day off. If one of the holidays occurs during a part-time employee's vacation period, the employee will receive additional time off calculated in accordance with their regular scheduled work day.

#### **18.05 Floating Holidays**

Each full-time and part-time employee who has completed their probationary period shall be entitled to three (3) floating holidays with regular pay. The floating holidays can be used at the convenience of the employee and with written permission of the Employer (supervisor or executive director on a written request pink form and must be requested at least two weeks prior to the requested date, unless waived by the Employer.

### **ARTICLE 19 - VACATIONS**

#### **19.01 Vacations**

##### **(a) Definitions**

Vacation Year: For the purpose of calculating the amount of vacation earned, the vacation year shall be regarded as being from January 1st to December 31st.

**Prime Time:** The period from June 1<sup>st</sup> to September 15<sup>th</sup> inclusive, in any given year.

**Department Quota:** The number of employee(s) able to be released from a particular department at any given time.

**Seniority Based Granting:** Vacation requests received by March 31<sup>st</sup> of the current year will be granted on the basis of seniority.

(b) **Vacation Allocation**

Vacation requests for the current year must be made no later than March 31<sup>st</sup>. During prime time, each employee who has indicated a vacation request for the period, (by March 31<sup>st</sup> of the current year), will be entitled to two (2) weeks vacation. Requests of more than two (2) weeks vacation consecutively during prime time will be granted under exceptional circumstances only.

Any vacation requests after March 31<sup>st</sup> will be booked on the basis of availability. The first schedule of seniority based granting will be available to employees no later than April 30<sup>th</sup>. A complete week of vacation holds precedence over requests for individual day(s) vacation.

(c) **Vacation Carry-over**

Any vacation to a maximum of one (1) week carried over from the previous year should, whenever possible, be utilized by April 1<sup>st</sup> of the current year. It is the employee's responsibility to monitor their vacation entitlement and ensure that all outstanding vacation is booked.

**19.02 Length of Vacations**

On January 1 of any year, each full-time and part-time employee who have been in the employ of the Employer for less than one (1) year of continuous service shall be entitled to a vacation of 0.833 days for each completed month of service in the preceding calendar year up to a maximum of ten (10) days.

Full-time and Part-time employees with one (1) year's continuous service but less than three (3) years' continuous service will be entitled to two (2) weeks' vacation in the calendar year in which their one (1) year anniversary occurs and each succeeding year, including the second.

Full-time and Part-time employees with three (3) years' continuous service but less than seven (7) years' continuous service will be entitled to three (3) weeks' vacation in the calendar year in which their three (3) year anniversary occurs and each succeeding year, including the sixth (6<sup>th</sup>).

Full-time and Part-time employees with seven (7) years' continuous service but less than eleven (11) years' continuous service will be entitled to four (4) weeks' vacation in the calendar year in which their seventh (7th) year anniversary occurs and each succeeding year, including the tenth (10th).

Full-time and Part-time employees with eleven (11) years' continuous service but less than eighteen (18) years' continuous service will be entitled to five (5) weeks' vacation in the calendar year in

which their eleventh (11<sup>th</sup>) year anniversary occurs and each succeeding year, including the seventeenth (17<sup>th</sup>).

Full-time and Part-time employees with eighteen (18) years' continuous service will be entitled to six (6) weeks' vacation in the calendar year in which their eighteenth (18<sup>th</sup>) year anniversary occurs and each succeeding year thereafter.

The parties acknowledge that under article 19 of the collective agreement, employees earn vacation time and pay in the calendar year preceding the calendar year in which it can be taken.

**19.03 Calculation of Vacation Pay**

Vacation Pay will be calculated on the basis of each full-time and part-time employee's regular salary at the time of taking their vacation.

**19.04 Vacation Pay Upon Termination Before Six Months**

When employment is terminated before completion of six (6) months of continuous employment, vacation pay will be computed and paid in accordance with the *Employment Standards Act, 2000*, as amended from time to time.

When employment is terminated after six (6) months but less than one (1) year of continuous employment, vacation will be calculated on a pro rata basis as follows:

Number of complete months of employment	X	Annual Vacation entitlement (Number of working days) less vacation days taken
12		

**19.05 Vacation Pay Upon Termination After One Year**

Where employment is terminated after one (1) year of continuous employment, vacation pay shall be calculated as follows:

Number of complete months of employment since Jan 1st	X	Annual Vacation entitlement (Number of working days) less any vacation days taken
12		

**19.06 Vacation Entitlement for Casual Employees**

Vacation entitlements for casual employees shall be granted in accordance with the *Employment Standards Act 2000*, as amended from time to time.

**ARTICLE 20 - SCHEDULES**

**20.01 Schedules**

Attached hereto and forming part of the Agreement is:

Schedule "A" – Classifications and Salary Ranges;

**20.02 Application of Benefits Upon Signing**

Notwithstanding the provisions of Article 17, benefits under this agreement will apply only to employees in the employ of the Employer on and after the signing of this Agreement.

**ARTICLE 21 – GENERAL**

**21.01 Bulletin Boards and Union Bulletins**

The Employer shall provide a bulletin board at the workplace, which shall be placed so that all employees will have access and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

**Coverage of Mandatory Professional Organization Affiliation**

Members do not need to join RPNAO Organization to get Liability Insurance but the insurance needs to be what the College is asking for. Members need to show proof of insurance and registration annually.

**ARTICLE 22 - TERMINATION AND DURATION**

**22.01 Duration**

This Agreement shall become effective on the 1st day of August, 2021 and shall remain in full force and effect until the 31st day of July, 2024 and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days and not less than thirty (30) days before the 31st of July in any year thereafter in which this Agreement continues to remain in effect.

**22.02 Amendments to Collective Agreement**

In the event that such notice is given of a desire to amend the Agreement, negotiations shall begin within thirty (30) days following the delivery of notice or within any longer time which is mutually agreed upon.

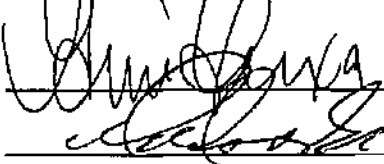
**22.03 Negotiations for Amendments**

All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of the current Ontario Labour Relations Act and any amendments thereto.


IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

SIGNED THIS 27 DAY OF September 2021

EXECUTED ON BEHALF OF  
FORT FRANCES COMMUNITY CLINIC

  
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EXECUTED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65-08

  
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\_\_\_\_\_

rf.COPE491

**Fort Frances Community Clinic  
Schedule "A"**

<b>Classification</b>	<b>Level Hours</b>	<b>August 1, 2021 (1.0%)</b>	<b>August 1, 2022 (1.0%)</b>	<b>August 1, 2023 (1.0%)</b>
<b>Program Coordinator</b>	Start	25.70	25.96	26.22
	975	26.99	27.26	27.53
	1950	27.22	27.49	27.77
	3900	27.78	28.05	28.33
<b>R.P.N.</b>	Start	23.44	23.68	23.91
	975	24.45	24.70	24.94
	1950	24.67	24.92	25.17
	3900	24.89	25.14	25.39
<b>Stenographer</b>	Start	20.65	20.86	21.07
	975	21.67	21.89	22.11
	1950	23.55	23.79	24.03
	3900	23.79	24.02	24.26
<b>Senior Clerk</b>	Start	18.99	19.18	19.37
	975	19.93	20.13	20.33
	1950	20.17	20.37	20.58
	3900	20.43	20.64	20.84
<b>Doctor's Helper</b>	Start	18.67	18.86	19.05
	975	19.54	19.74	19.94
	1950	19.77	19.96	20.16
	3900	20.00	20.20	20.40
<b>Clerk</b>	Start	17.27	17.44	17.62
	975	18.15	18.33	18.51
	1950	18.45	18.64	18.82
	3900	18.63	18.82	19.01

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE FORT FRANCES COMMUNITY CLINIC**  
(hereinafter called the 'Employer')

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**and its LOCAL 65-08**  
(hereinafter called the 'Union')

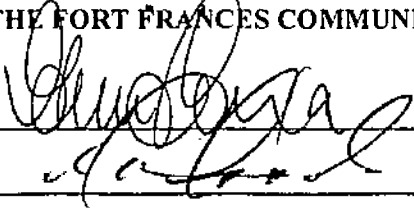
**Re: Schedules**

The Employer will continue to discuss the potential to release the employee's schedule earlier than the current practice of releasing it on Friday for the following week with LaVerendrye Hospital and Keffer Medicine Professional Corporation.

**IN WITNESS WHEREOF** the parties hereto have executed this Letter of Understanding on the

27 day of September, 2021

**EXECUTED ON BEHALF OF THE  
THE FORT FRANCES COMMUNITY CLINIC**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXECUTED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65-08**

  
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