

COLLECTIVE AGREEMENT

Between:

CENTRAL TORONTO COMMUNITY HEALTH CENTRES
(Hereinafter referred to as the "Employer")

And:

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

Expiry Date: December 31, 2011

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Central Toronto Community Health Centres (hereinafter referred to as the “Employer”) and the Ontario Nurses’ Association (hereinafter referred to as the “Union”, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages for all nurses who are subject to the provisions of this Agreement.
- 1.02 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.
- 1.03 Persons employed by the Employer who are not covered by this Agreement, including Supervisors, shall not perform work which has been performed exclusively by bargaining unit employees, except in emergencies.
- 1.04 No bargaining unit nurse shall be laid off, displaced or terminated, or suffer a reduction in hours of work, as a result of the Employer contracting out any of its work or services normally done by bargaining unit members.

ARTICLE 2 – DEFINITIONS

- 2.01 "Registered Nurse" is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act, 1974 as amended.
- 2.02 "Graduate Nurse" is defined as a nurse with registration incomplete, who is a graduate of a programme acceptable to the College of Nurses of Ontario and is either in the process of being registered by the College of Nurses or is completing registration requirements.
- 2.03 "Nurse" where it appears in this Agreement shall mean all registered and graduate nurses covered by the Agreement.
- 2.04 "Primary Health Care Nurse Clinician" is a Registered Nurse whose practice is expanded, but not limited, to include assessment, treatment and diagnosis and follow-up of clients. The role is supported by medical directives which are approved by Central Toronto Community health Centres and the Primary Health Care Team.

The title of Primary Health Care Nurse Clinician will replace the title Nurse Practitioner. The registered nurses in this position will not be replaced by a Nurse Practitioner Extended Class. Nurses will maintain their position and seniority until such time as they voluntarily leave, retire, or obtain extended class registration.

This is subject to satisfactory completion of work responsibilities, Ministry of Health contract compliance and legislation.

2.05 Nurse Practitioner (Extended Class) is defined as a registered nurse who has successfully met the requirements of the College of Nurses of Ontario and has the designation of Registered Nurse (Extended Class). The role is supported by medical directives which are approved by Central Toronto Community Health Centres and the Primary Health Care Team.

2.06 Locum

- (a) A Locum (an interim replacement nurse) is a nurse hired on a term and task basis to replace nurses on leave of absence, including pregnancy and adoption leave for a fixed period of time. A nurse hired on this basis shall be deemed to be in the bargaining unit; however, the parties agree that such interim replacement nurse shall have no claim to the position temporarily filled.
- (b) If the temporary position is filled by a nurse currently employed by the Health Centre, then at the conclusion of the fixed term she shall return to her former position. The temporary nurse who is a new hire shall be covered by all the terms in the Collective Agreement, except that she shall have no right to retain her job at the conclusion of the fixed term; however, if this nurse is hired as a full-time or part-time nurse during her fixed term, then the time worked shall be considered part of the probationary period for the full-time or part-time position.
- (c) It is agreed by both parties that the Employer will post any temporary vacancies in accordance with Article 11.03 of this agreement prior to posting the temporary vacancy externally.
- (d) The Employer agrees that the use of locum staff shall not result in the loss of hours, position(s) or salary of bargaining unit member(s). In addition, the use of locum staff shall not prevent the hiring of bargaining unit member(s).

2.07 "Part-time Nurse" is a nurse who normally works less than thirty-six and a half (36-1/2) hours per week.

2.08 A full time nurse is one who regularly is scheduled to work seventy-three (73) hours in a two- week period.

2.09 All references to spouses in this Agreement shall include common-law and same sex partners.

2.10 Job Sharing

The parties mutually agree to implement job sharing. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

- (a) Job Sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours or the schedule shall be determined

by mutual agreement between the two (2) nurses and the Immediate Supervisor of the Health Centre. If the job share partner is unable to cover the partner's absences, these will be filled the same as other replacements are.

- (c) . The above 2.10 (a) and 2.10 (b) shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange shifts with her partner, as well as with other nurses, upon the approval of the Director.
- (e) Job sharers are not required to cover their partner during sick leave or vacation. Job sharers are not responsible for arranging coverage for their position during an absence.
- (f) Where a job sharer is going to be absent, other part-time nurses shall be offered the additional tours.
- (g) The indirect service hours will be pro-rated to full time equivalent. The number of indirect service hours should not exceed what would be the case with one full time position.
- (h) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

- (i) An incumbent full-time nurse wishing to share her position may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (j) If one of the job sharers leaves employment with Central Toronto Community Health Centres, or leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the remaining nurse in the shared position will have the option of continuing in the full-time position. If she does not continue, the position must be posted according to the Collective Agreement.
- (k) Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

- (l) Seniority privileges for job sharing nurses will be granted in proportion to the number of hours worked in relation to the normal work-week.

2.11 Registration

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

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all graduate and registered nurses in the employ of the Central Toronto Community Health Centres.

3.02 The Union will elect or otherwise select a nurse employed by the Employer to act as a Nurse Representative.

ARTICLE 4 - NO DISCRIMINATION

4.01 There shall be no discrimination by the Employer or the Union against any nurses because of membership or non membership in any lawful union.

4.02 (a) "Every person who is an employee has a right to freedom from harassment in the work place by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, sex, sexual orientation, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability". ref: Ontario Human Rights Code, Sec. 5 (2).

(b) Where applicable the terms and conditions of the Human Rights Code will be observed.

(c) "Every person has a right to be free from,

(i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or

(ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened

by a person in a position to confer, grant or deny a benefit or advancement to the person". ref: Ontario Human Rights Code, Sec. 7 (3).

- (d) The Employer and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code*.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 The Union agrees that during the life of this Agreement there shall be no strike, and the Employer agrees that there will be no lockout. The words "strike" and "lockout" shall have their respective meanings as set forth in the Labour Relations Act of Ontario as amended from time to time.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 Subject to the terms of this agreement, including the grievance and arbitration procedures, the Union recognizes it is the exclusive right of the Employer to:
- (a) Generally manage the business in which the Employer is engaged and, without in any way restricting the generality of the foregoing, to determine in the interests of the highest standards of efficiency, the number of personnel required at any time, the hours of work, starting and quitting times, work assignments, schedules of work, the location of operations, the number of shifts, the functions to be performed and the methods, procedures and equipment to be used, job content, hygiene standards, the qualifications of a nurse to perform any particular work; use improved methods and equipment; schedule overtime; and require nurses to submit to a medical examination by a qualified medical practitioner (other than a member of the bargaining unit) to ascertain their fitness to work or return to work after having been in a medical practitioner's care, and to conduct the staff performance reviews to evaluate the progress of nurses.
 - (b) Maintain order, discipline, and efficiency, and in connection here within to establish, alter and enforce from time to time reasonable rules and regulations to be observed by its nurses.
 - (c) Hire, retire, classify, direct, transfer, assign to shifts, promote, demote, lay-off or re-call, discharge or otherwise discipline nurses provided that a complaint that a nurse who has acquired seniority has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

ARTICLE 7 - UNION SECURITY

- 7.01 The Employer agrees as a condition of employment to require nurses covered under this Collective Agreement to authorize a deduction from their earnings of an amount equal to the regular monthly Union dues. The Union shall notify the

Employer from time to time in writing of the amount of such dues and any changes thereto.

- 7.02 Deductions in the amount authorized in 7.01 above shall be made in the first payroll period in each month from the earnings of all bargaining unit nurses. The first deduction, in the case of a newly-hired nurse, shall be made at the time of the regular deductions in the month following employment. A cheque for the full amount of the monies so deducted shall be remitted to the Treasurer of the Union no later than the sixth (6th) day of the month following the deduction accompanied by a list of the names of the nurses for whom the deduction has been made.
- 7.03 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of or by reasons of deductions made or payments made in accordance with this article.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 8.02 (a) Pre-Grievance stage: It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she has first given the Director the opportunity of adjusting her complaint. Such complaint shall be discussed with the Director within nine (9) calendar days after the circumstances giving rise to it have occurred. If the complaint is not settled, it shall be taken up as a grievance within nine (9) calendar days of the discussion in the following manner and sequence:

Step 1

The nurse may submit a written grievance, signed by the nurse, to the Director. The grievance shall be on a prescribed Association form and shall identify the nature of the grievance, the provisions of this Agreement which are alleged to have been violated and the remedy which is sought. The Director will deliver the decision in writing within nine (9) calendar days following the day on which the grievance was presented to the Director. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step 2

Within nine (9) calendar days following the decision in Step 1, the grievance may be submitted in writing to the Executive Director or designate. A meeting with them will be held between the Executive Director or designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step 2 unless

extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association will be present, and the grievor may be present at the meeting. It is further understood that the Executive Director or designate may have such counsel and assistance as may be desired at such meeting. The decision of the Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the second step grievance reply will be provided to the Labour Relations Officer.

Note: It is understood that at any stage of the grievance process, including pre-grievance, or at any disciplinary meeting, a member of the Association shall have a representative of the Union present, such representative shall be the Bargaining Unit President or designate.

- (b) All reference made to the number of working days in any of the time limits provided for in the grievance and arbitration procedures shall exclude Saturdays, Sundays, and holidays recognized in this Agreement.

8.03 Policy Grievance

A complaint or grievance arising directly between the Employer and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance.

8.04 Group Grievance

Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a group grievance in writing signed by each nurse who is grieving to the Executive Director or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.05 Discharge Grievance

The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:

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

The Centre agrees to provide written reasons for the release of a probationary nurse within seven (7) days of such release, a copy of such letter shall be provided to the Bargaining Unit President.

A claim by a probationary nurse that she or he has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Centre at Step 2 within seven (7) calendar days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below.

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

A claim by a nurse who has completed her or his probationary period that she or he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Centre at Step 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Centre's action in dismissing the nurse; or
- (b) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

8.06 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 thirty-six (36) calendar days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step 2, it will be deemed to have been received within the time limits.

8.07 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 Centre and the representatives of the Union will be final and binding upon the Centre and the Union and the nurses.

ARTICLE 9 - MEDIATION/ARBITRATION

9.01 (a) Upon mutual consent, grievances may proceed through the grievance procedure to a single mediator/arbitrator for the purpose of resolving the grievance in an expeditious and informed manner.

The mediator/arbitrator shall endeavour to assist the parties to settle the grievance by mediation. If the parties are unable to settle the grievance by mediation, the mediator/arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the

mediator/arbitrator may establish or limit the nature, extent, and form of the evidence and may impose such conditions as they consider appropriate. The mediator/arbitrator shall give a succinct decision within five (5) days after completing proceedings, unless the parties agree otherwise.

(b) Where a dispute arises in respect of any of the matters covered by this Agreement, including:

- (i) the interpretation, application, or administration of this Agreement, or
- (ii) whether a matter is arbitrable, or
- (iii) where an allegation is made that this Agreement has been violated, and if a satisfactory settlement cannot be reached, the matter in dispute may be submitted by the Employer or the Association to a Board of Arbitration. The Board of Arbitration may consist of a single Arbitrator, by joint agreement of the parties, may constitute a three (3) person Board of Arbitration.

(c) Single Arbitrator:

Either of the parties to this Agreement is, in such event, to notify the other party in writing of its desire to submit the matter in dispute to arbitration and if the recipient of the said notice and the party desiring the arbitration do not, within a period of ten (10) days after the receipt of the said notice, agree upon a single arbitrator, the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

(d) Board of Arbitration:

Either of the parties to this Agreement desirous of exercising this provision, shall give written notice to the other party and at the same time shall appoint its member of the Board of Arbitration. The other party shall within seven (7) calendar days, appoint its member to the Board of Arbitration or shall inform the other party in writing of its desire for a single Arbitrator.

Where two (2) members are thus appointed they shall confer jointly in an endeavour to select a third member who shall be the Chairperson of the Board. If within ten (10) days the two members have not reached agreement, the matter shall be referred to the Minister of Labour for the Province of Ontario who shall appoint a Chairperson.

(e) Where there is a single arbitrator, the Employer and the Association shall share equally the cost of the arbitration proceedings and the cost of the Arbitrator. Where there is a Board of Arbitration, each party shall bear equally the cost of its own Arbitrator and shall bear the cost of the Chairperson and the arbitration proceedings.

- (f) The Arbitrator or the Board of Arbitration shall not have authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof.
- (g) The decision of the Arbitrator or the Board of Arbitration appointed pursuant to this Article is final and binding on the Employer, the Association, and any nurse affected thereby.
- (h) The time limits and other procedural requirements set out in Article 10 are mandatory and not merely directory, and no matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the time specified. The provisions of this clause shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing, signed by both parties.

ARTICLE 10 - REPRESENTATIVES AND COMMITTEES

- 10.01
 - (a) The Union shall provide a list of the names of the Local Union Executive, committee members and representatives to the Executive Director. This list will be revised when changes occur.
 - (b) Nurse representatives and members of committees must obtain permission from the Director before absenting themselves from their place of duty to engage in any activity relating to the affairs of the Union. Such permission shall not be unreasonably denied.
 - (c) The Employer shall pay nurse representatives and committee members their respective salaries for all regular time while attending mutually agreed upon meetings held between the parties during regular working hours.
- 10.02 The Employer acknowledges the right of the Union to appoint or otherwise select the following:
 - (a) One (1) Bargaining Unit President;
 - (b) two members to serve on the grievance committee plus the grievor;
 - (c) three (3) members to serve on the Negotiating Committee. The Union shall notify the employer in writing the names of the negotiating team members before Management shall be required to recognize such employees in that capacity. The Union shall immediately inform the Employer in writing of any changes in the negotiating team.
 - (d) The Negotiating Committee shall meet with the representatives of the Employer to negotiate the renewal of the Agreement between the parties;
 - (e) The grievance Committee shall investigate and process all grievances.

- (f) Bargaining Unit members and representatives shall have access to the Employer's facilities to conduct Union-related matters including meetings. Requests must be made to the Director at least five (5) working days prior to the event. Such requests will not be unreasonably withheld.
- (g) The employer acknowledges that the nurse representatives and committee members have regular duties to perform on behalf of the union. The nurse representatives and committee members shall, with the consent of the supervisor, be permitted to leave her regular duties for up to two hours per week to perform legitimate duties as required. Such time away from work will be considered paid time. Such consent from the supervisor shall not be unreasonably withheld. Nurse Representatives and committee members shall ensure that the least amount of disruption to service provision as reasonably possible. In addition, nurses appointed to the Negotiating committee, who are required to be in attendance at negotiating sessions, shall be paid their regular hourly rate for time spent up to their normal working hours and on normal work days, for each day spent at negotiations.

10.03 Bargaining unit members and representatives shall have access to the Employer's facilities to conduct Union related matters including meetings. Requests must be made to the Director at least five (5) working days prior to the event. Such requests will not be unreasonably withheld.

10.04 Professional Responsibility

In the event the workload to an individual nurse or group of nurses is such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper patient care, she or they shall:

- (a) (i) Complain in writing on the prescribed Association Form to the Association-Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Association-Management Committee shall convene a meeting of the Association-Management Committee within ten (10) calendar days of filing the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- (ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Association-Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Centre and one chosen from a panel of independent registered nurses who are well-respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
- (ii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is

necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.

- (b) i) The parties are agreed that the roster of Chairpersons for the Independent Assessment Committee shall be:
1. Ms. M. Elizabeth Ada
1114-100 Grant Carmen Drive
NEPEAN ON.
K2E 8B8
 2. Mr Len Fabiano
Chief Executive Officer
FCS International
201-158 Casimir Street
PORT PERRY, ON
L9L 1B7
 3. Ms. Darlene Steven
Associate Professor
Lakehead University
955 Oliver ROAD
THUNDER Bay ON
P7B 5E1
 4. Ms. Ann Maria Ollikainen, .N., B.A.,Med.
Simcoe Terrace Retirement Centre
44 Donald Street
BARRIE, ON
L4N 1E3

The selection of the Chairperson shall be in rotation and by numerical order commencing with number 1 above.

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

(c) Electronic Grievance and/or WRF Form

- i) The parties agree to use the electronic version of the O.N.A. Grievance Form and Professional Responsibility Workload Report Form.
- ii) The parties agree that hard copies of the electronic form are valid for purposes of Article 8 and 9 of the Collective Agreement.

- iii) The Union undertakes to get a copy of the electronic version signed by the grievor and/or complainant, if the grievance proceeds to mediation and/or arbitration, or Independent Assessment Committee.

The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration and/or Professional Responsibility Workload proceed to mediation or Independent Assessment Committee hearing.

10.05 A representative of the Ontario Nurses' Association shall have access to the Employer's premises at reasonable times to assist the Union in matters related to this Agreement with permission of the Director.

10.06 The Employer agrees to have every new employee meet with a member of the local for one (1) hour during orientation.

10.07 Occupational Health and Safety

The Employer agrees to provide for a healthy and safe work environment for its employees by at a minimum abiding by the terms and conditions of the Occupational Health and Safety Act, as amended.

The parties agree to a Health & Safety Committee composed of a minimum of two (2) bargaining unit members (one (1) per site).

All "lost time" situations are WSIB claims. At the time of the workplace accident/claim, the ONA Representative will be notified and a joint investigation will take place.

Any employee who is injured during working hours and is required to leave for treatment of such injury, shall receive payment for the remainder of the shift at their regular rate of pay unless the attending physician states the employee is fit for further work on that shift.

10.08 Labour Management Committee

- (a) The parties agree to the importance of keeping the lines of communication open between the Employees and the Employer. Both parties shall name two persons (one per site) to the Labour Management Committee. The committee will be made up of two Union and two Employer Representatives. For the Union there will be one Registered Nurse and one Nurse Practitioner (EC) (one from each site) as part of the core committee as well as one Registered Nurse and one Nurse Practitioner (EC) as an alternate. The meeting of this committee shall take place every two months or as deemed necessary by the Union and the Employer upon five (5) days notice. Chairing of the meetings and recording of the minutes shall alternate between the Union and the Employer.

10.09 Advocacy Nurse Representative

The Employer acknowledges the right of the Union to appoint or otherwise select a Nurse Representative to serve as an Advocacy Nurse Representative. It is agreed that the Employer shall pay the Advocacy Nurse Representative their respective salaries for all regular time while attending mutually agreed upon meetings. These meetings will be determined in Labour/Management meetings.

ARTICLE 11 - SENIORITY

11.01 Seniority lists of nurses covered by this Agreement shall be posted by the Employer as of April 1st of each year. A copy of the Seniority list shall be provided to the Union.

Seniority shall be calculated on the basis of one year for one full year worked and on pro rata basis for part-time or job sharing nurses.

11.02 Lay-off and Recall

- (a) Both parties recognize that job security should increase in proportion to length of service and that it is the responsibility of management to maintain effective operations. Therefore, in the event that a reduction of the nursing force is required, seniority shall be the determining factor provided the employee has the qualifications, skills and ability to perform the work. Subject to the foregoing, nurses shall be laid off in the reverse order of their seniority and nurses shall be recalled in order of their seniority. No new nurses will be hired until those laid off have been given an opportunity to return to work in accordance with the above criteria.
- (b) A lay-off shall include the discontinuation or displacement within Central Toronto due to lack of work or reduction or discontinuation of a service or services. Work shortages of less than five (5) days expected duration will not be considered a layoff although reasonable efforts will be made to find work, on a seniority basis, for these nurses, if requested. Work shortages of five (5) days or more will be considered a layoff.
- (c) All cases of work shortages, layoffs or decreases in the nursing work force affecting the bargaining unit will be discussed with the Union prior to their implementation. Discussions shall include the reasons causing the lay-off, the service the Employer will undertake after the lay-off, and the method of implementation, including areas of cutback and the employees to be laid off.
- (d) A nurse who is subject to layoff shall have the right to:
 - i) Accept layoff; or
 - ii) elect to transfer to a vacant position in the Bargaining Unit provided she/he has the qualifications, skills and ability to perform the normal duties of the job with reasonable orientation and training; or

- iii) bump the least senior nurse in the same position first, then the same or lower job level, if any, provided the nurse has the qualifications, skills and ability to perform the normal duties of the job without training other than orientation.
- (e) The decision of the nurse to accept the lay-off or to bump, as set forth in i) and iii) above, shall be given in writing within five (5) working days following notification of lay-off. Nurses failing to do so shall be deemed to have accepted the lay-off. A nurse subject to lay-off who declines a bump into a position for which she/he possess the requisite greater seniority, qualifications, skills and ability shall be deemed to have accepted the lay-off.
- (f) Subject to 11.03 (d), a nurse shall exercise her/his entitlement to bump as follows:
- i) Full-time nurses will bump the least senior full-time or part-time nurse.
 - ii) Part-time nurses will bump the least senior part-time nurse.
 - iii) Part-time nurses will bump the least senior full-time nurse for the % of FTE she was working.

Should no permanent position be available, nurses may bump to casual status, where applicable, and will maintain recall rights in accordance with 11.02 (a).

g) Obligation to Respond to Notice of Recall

Recall notice will be sent by registered mail to the nurse's last place of residence recorded with the Employer, and if the nurse fails to respond within seven (7) days after the mailing of such notice, the Employer shall be under no obligation to re-employ the nurse.

h) Severance Pay

Two weeks for each year of service with no maximum.

i) Seniority

An employee who is laid off may choose to continue their benefit coverage for up to three (3) calendar months from the date of lay off provided that the employee pays the full premium costs of the benefit plan in a manner agreed upon with the Employer.

11.03

Vacancy

- (a) Prior to the appointment to a vacant or new position the Employer shall post notice of the vacancy or new position on bulletin boards for a minimum of five (5) days in order that all staff will know that the position is open and be able to make written application to their immediate Supervisor. A copy of each posting shall be sent to the Nurse Representative of the bargaining unit.
- (b) The parties recognize that job opportunities and security shall increase to proportion of length of service. Therefore, it is agreed that all cases of vacancy, promotion, lay-off and rehiring, senior nurses shall be entitled to preference when qualifications are equal.

In the selection for the vacancy, the following factors shall be considered:

- (i) ability, experience and performance;
- (ii) seniority.

Where the qualifications of factor (i) are relatively equal, factor (ii) shall govern. However, if senior applicants are refused a position, they will be given the reason for such refusal in writing.

11.04

A nurse's seniority and employment shall automatically terminate without further notice when she:

- (a) voluntarily quits;
- (b) is dismissed for just cause and is not re-instated in accordance with the provisions of this Agreement;
- (c) has performed no work for the Employer for whatever reason for a period of three (3) months, except where a nurse has been on a authorized leave of absence;
- (d) overstays an authorized leave of absence;
- (e) used such leave for any reason other than the one for which it was granted;
- (f) is retired subject to the Ontario Human Rights Code;
- (g) is absent from work for two (2) consecutive days or without advising the Employer, except for reasons beyond the nurse's control.

11.05

If a nurse's absence without pay from the Employer under Leaves of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority for any purposes under the Collective Agreement for the period of absence in excess of thirty (30) continuous calendar days unless otherwise provided.

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

Seniority for part-time nurses shall accrue for absences due to a disability resulting in W.S.I.B. benefits, or illness or injury in excess of thirty (30) calendar days. The rate of accumulation will be based on the nurse's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the nurse is not absent due to vacation, pregnancy-parental leave, W.S.I.B., or illness that exceeds thirty (30) consecutive calendar days.

Notwithstanding this provision, seniority and service will accrue and the Centre will continue to pay the premiums for benefit plans for nurses while a nurse is on pregnancy leave under Article 12 and while a nurse is on parental leave under Article 12. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to fifty-two (52) weeks while such nurse is on parental leave under Article 12.

Note 1: The accrual of seniority and service for nurses on pregnancy and parental leave applies to both full-time and part-time nurses.

Note 2: This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

11.06 Probationary Period

A nurse will be considered probationary for her first sixty (60) days worked and will have no seniority rights during that period. If she is suspended or discharged at any time during such probationary period, such discharge or suspension shall not be subject to the grievance or arbitration procedures. Upon satisfactory completion of the probationary period, a nurse shall acquire seniority dating from the date she last commenced employment and shall thereafter accrue seniority as provided herein.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 Leave of Absence Without Pay

The Employer may grant leave of absence without pay at its discretion if a nurse requests such a leave in writing three weeks in advance. Leaves of absence may be extended if there is good reason and the Employer and the Union mutually agree. The nurse must request the extension in writing three weeks prior to the expiration of her initial leave. Such leave must not be reasonably denied. If a nurse is unable to make this request with sufficient notice, this clause does not preclude management from approving this leave. This leave may not be taken more frequently than once every two (2) years. No more than two (2) nurses (one per site) may be on leave at any time. Leaves may be permitted more frequently under exceptional circumstances.

12.02 Bereavement Leave

Bereavement leave will be granted to all nurses up to a maximum of five (5) working days per occurrence with pay in the event of a death in the immediate family or chosen family. Immediate family shall be defined as parents, grandparents, spouse/same sex partner, siblings, children, and immediate family of spouse/same sex partner as defined above. Chosen family shall be defined as a person(s) of significance in the employee's life who is not necessarily a relative of the employee, but whom the employee defines as family.

A nurse shall be granted one day of bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew.

An employee shall not be denied bereavement leave in the event that the death occurs while on paid vacation.

Notwithstanding the above, individuals will be granted flexibility to bereavement leave entitlement over two (2) occasions, not exceeding five (5) days in total, in order to accommodate religious and cultural diversity.

12.03 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. A nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.
- (b) The nurse shall give written notification at least one (1) month in advance and where possible will give two months' notice, of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the CTCHC at least eight (8) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she will have rights under the layoff clause.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the CTCHC, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The nurse shall be credited with days worked towards the probationary period.

The CTCHC will outline on posting to fill such temporary vacancies that it is a MLOA replacement.

- (e) The CTCHC may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a

pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.

- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the CTCHC's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the CTCHC of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of thirty five (35) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment insurance benefit (currently 26 weeks).

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

Effective date of ratification, the Employer shall continue to pay the percentage in lieu benefits for part-time employees based on the employee's normal weekly hours for the full duration of the pregnancy leave, in addition to pension contributions, if applicable.

12.04

Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 12.03 is eligible to be granted a parental leave of up to thirty-five (35) weeks' duration, in accordance with the *Employment Standards Act*. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the CTCHC as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of

absence in writing, the request may be made verbally and subsequently verified in writing.

- (c) The nurse shall be reinstated to her or his former position, unless that position has been discontinued, in which case the nurse will have rights under the layoff clause.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the CTCHC, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The nurse shall be credited with days worked towards the probationary period.

The CTCHC will outline on posting to fill such temporary vacancies that it is a MLOA replacement.

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the CTCHC's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be the equivalent to the difference between eighty-four percent (84%) of the nurse's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the CTCHC of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks.

The nurse's regular weekly earnings shall 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. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

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

- 12.05 (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to eight (8) weeks within a twenty-six (26) week period.
- (b) A nurse who is on Family Medical Leave shall continue to accumulate seniority and service and the Employer will continue to pay its share of

the premiums of the subsidized employee benefits, including RRSP contributions, in which the nurse is participating during the leave.

- (c) Subject to any changes in a nurse's increment level on the pay grid which would have occurred had he or she not been on Family Medical Leave, the nurse shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.06 Leave for Employees Elected to Union Office

Upon thirty (30) days' written notice where possible, the Employer agrees to grant leaves of absence without pay to nurses selected by the Association to attend to Association business, including conferences and conventions to a maximum of ten (10) days per year. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer in the amount of the daily rate of the nurse and the Association agrees to reimburse the Employer for such leave.

12.07 Witness and Jury Duty

The Employer agrees to pay full salary during the following leaves, provided that the nurse forwards any money paid for witness or jury duty to the Centre after having deducted his or her expenses:

- (a) A nurse who is subpoenaed as a witness will receive a maximum of three (3) days' pay for the time which she is required to be absent from work.
- (b) A nurse will be granted leave for such time as necessary for jury duty.

12.08 The Employer will pay twenty-five hundred dollars (\$2,500.00) of educational allowance to each nurse each year. This twenty-five hundred dollars (\$2,500.00) will include costs of malpractice insurance, travel, meal, accommodation, education fees and supplies associated with educational activities, such as computer hardware, software and other equipment.

12.09 Nurses will be entitled to eight (8) paid days of education leave per year. These paid days will be on a pro-rated basis. The educational program will be pertinent to the nurse's employment. Requests will be made to the appropriate Manager and be approved thirty (30) days prior to the program.

12.10 A nurse shall be entitled to time off without pay, without loss of service, seniority or benefits, to write work related examinations, to a maximum of two (2) days/year.

12.11 Upon three (3) months' written notice the Employer agrees to grant leaves of absence without pay to nurses for a one (1) year period of sabbatical leave provided that a nurse has four (4) years of continuous service to the Centre. During such leaves, seniority will not accrue, but the nurse will retain her service and seniority for all purposes upon her return. Such leave shall not be unreasonably denied. No more than two (2) nurses (one per site) may be on any combination of sabbatical and/or prepaid leaves at the same time.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

- 13.01 (a) The normal hours of work shall be thirty-six and one half (36.5) hours per week or seventy-three (73) hours per two week period. There will be a one half (1/2) hour unpaid meal break plus two (2) fifteen (15) minute paid breaks each day. The breaks will be scheduled by mutual agreement between management and the nurse.
- (b) None of the above shall be deemed to constitute any guarantee whatsoever, either as to the hours of work per day or per week, nor as a guarantee of shift schedules.
- (c) The Employer agrees to grant lieu time off for all hours worked in excess of thirty-six and one-half (36.5) hours per week at straight time up to forty-four (44) hours per week. The Employment Standards Act will apply starting at forty-four (44) hours per week. Where possible, lieu/comp time should be taken within the same or next pay period following the period in which overtime was worked and in any event it must be taken before the end of the fiscal year with the advance approval by their immediate supervisor. An employee shall not carry more than thirty (30) hours at any given time.

The schedule of hours of work, rest period and unpaid meal breaks must comply with the Employment Standards Act except as exceeded by this agreement.

- 13.02 Bargaining Unit Employees shall be considered for flexible work schedules. Any employee interested in such an arrangement shall make the request in writing to their immediate supervisor. The Employer shall have the right to decide whether an employee will be allowed to work a flexible schedule based on the following criteria:

- The operational needs of the Employer
- The function of the position
- Health and safety requirements
- Seniority of the employees making a request

The Employer agrees that its decision shall be based on bona fide considerations and such right shall not be exercised in an arbitrary or bad faith manner. Upon granting a bargaining unit employee the ability to work a flexible work schedule. The employer may alter and/or rescind such arrangement based upon bona fide considerations as aforementioned.

In recognition of the above the Union recognizes that the Employer has the right to schedule bargaining unit employees in a manner that maintains service delivery standards.

- 13.03 December 25th/26th & January 1st Vacation Scheduling

Requests for time off, either for vacation including December 25th/26th or January 1st shall be submitted by the nurse to her Director no later than October 15. The finalized work schedule shall be posted by the Employer no later than November

15. In the case of a dispute, time off during the week of December 25th/26th or the week of January 1st will be scheduled on a rotational basis unless mutually agreed otherwise. It is understood that the number of requests granted are subject to operational requirements but that these requests shall not be unreasonably denied.

13.04 For the duration of the collective agreement no nurse shall be required to work any weekend shifts until schedule has been approved by the members of the Labour-Management Committee.

ARTICLE 14 – EXPENSES

14.01 Childcare Costs

The Employer shall reimburse members for childcare costs incurred while in attendance at CTCHC functions outside regular working hours with prior approval from the management. Reimbursement will be set at a rate deemed by management to be reasonable enough to retain qualified childcare providers.

14.02 Mileage

If an employee is required to use his/her personal automobile on CTCHC business then the rate of reimbursement will be forty-five cents (\$.45) per kilometre.

The use of non-personal vehicles (i.e., taxi, Go train, etc.) required to conduct the business of CTCHC will be reimbursed upon presentation of receipts. In a case of local TTC travel, transportation will be reimbursed upon the presentation of a voucher listing the trips.

14.03 Parking Fees

Parking Fees will be reimbursed while on CTCHC business. The employer agrees to pay for one (1) parking space for registered nurses to share at the Shout Clinic for the term of the agreement.

14.04 Food

The Employer will reimburse staff for reasonable food costs while attending meetings away from CTCHC upon the presentation of receipts for food expenditures. Each meal will be reimbursed up to the following:

Breakfast:	\$ 7.00	dollars for breakfast
Lunch:	\$10.00	dollars for lunch
Dinner:	\$15.00	dollars for dinner

ARTICLE 15 - PAID HOLIDAYS

15.01 (a) Nurses within the scope of this Agreement shall be paid a normal day's pay at their regular rate for each of the following Paid Holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	December 25th
Canada Day	December 26th

and six (6) float days, to be taken at a time mutually agreeable by the Employer and the nurse, effective per fiscal year.

- (b) Employees are entitled to additional float days every fifth year of service as follows:
- i) one additional float day at their five year anniversary date;
 - ii) two additional float days at their ten year anniversary date;
 - iii) three additional float days at their fifteen year anniversary date.

NOTE: There are no additional float days granted for the interim years.

- (c) For purposes of ratification, employees are entitled to float days they would be entitled to as though it were their anniversary year based on the posted seniority list (e.g. employees with twelve (12) years seniority shall receive two (2) float days as of ratification). These days are above and beyond any float day entitlement that a nurse receives should her anniversary date fall within the year of ratification (e.g. A nurse with fourteen and a half (14.5) years seniority as of ratification will receive two (2) float days in addition to the three (3) she shall receive on her 15th year service date). These float days shall be taken after April 1, 2006.

- 15.02 When any of the above holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the holiday will be observed on the Friday preceding or the Monday following said holiday. The day will be designated by the Employer.
- 15.03 Holiday pay will be computed on the basis of the number of hours a nurse would have been regularly scheduled to work had there been no holiday to a maximum of seven and one half (7-1/2) hours times her regular straight time hourly rate, exclusive of any premiums.
- 15.04 Where a nurse is scheduled to work on a holiday, as defined under Article 15.01, she shall be paid at the rate of time and one half (1-1/2) her regular straight time hourly rate for all hours so worked in addition to her holiday pay entitlement as outlined above.
- 15.05 Holiday credits will be pro-rated based on the employee's FTE.

ARTICLE 16- VACATIONS

16.01 For the purpose of calculating entitlement for vacation time and vacation pay, the vacation year shall be the fiscal year from April 1st to March 31st.

No nurse will be disadvantaged by the change to the fiscal year.

16.02 All vacation time except five (5) days must be taken by fiscal year end, March 31st but five (5) days may be carried over to the end of the next fiscal year.

Additional vacation time may be carried over for exceptional circumstances and with the approval of the Director. The Employee will request the additional carry-over in writing.

16.03 All vacation requests of one (1) week or more in a given vacation year must be made thirty calendar days in advance. Management will reply in writing within five (5) working days of the request. Once granted, vacation days will not be changed without the mutual agreement of both parties. Vacation requests shall not be unreasonably denied subject to the maintenance of the Employer's services.

16.04 Nurses shall be entitled to vacations with pay in accordance with the following schedules:

<u>Years of Service</u>	<u>Vacation Entitlement</u>
Less than 1 yr. service	1.667 days per month
from 1 to end of 5 years	4 weeks
from 6 to end of 9 years	5 weeks
from 10 to end of 15 years	6 weeks
16 years and longer	7 weeks

Nurses shall be entitled to vacations with pay in accordance with the following schedules: The new schedule will be effective April 1, 2010.

<u>Years of Service</u>	<u>Vacation Entitlement</u>
Less than 1 yr. service	1.667 days per month
from 1 to end of 4 years	4 weeks
from 5 to end of 9 years	5 weeks
from 10 to end of 15 years	6 weeks
from 16 to 19 years	7 weeks
20 years and longer	8 weeks

16.05 Part-Time Nurses will accumulate vacation on a pro rated basis according to their full-time equivalents

16.06 Nurses will be given preference on the basis of their seniority with respect to their first selection of their vacation period, as long as the request is made thirty (30) days prior to the start of vacation.

16.07 When a nurse's employment is terminated for any reason, vacation entitlement is calculated on a pro rata basis.

- 16.08 a) Where a nurse's scheduled vacation is interrupted due to illness, the period of such illness shall be considered sick leave. The Employee shall provide a medical note if the illness exceeds four (4) consecutive days.
- (b) Where a nurse's scheduled vacation is interrupted due to bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 12.02.
- (c) The portion of the nurse's vacation which is deemed to be sick leave or bereavement leave under the above provisions will not be counted against the nurse's vacation credits.

ARTICLE 17 - MISCELLANEOUS

- 17.01 In this Agreement, unless the context otherwise requires, the words importing a singular number or the feminine gender shall include the plural number or the masculine gender as the case may be and vice versa.
- 17.02 The Employer will provide space on a designated bulletin board upon which the Union shall have the right to post notices of meetings and other notices which may be of interest to the nurses providing, however, no material shall be displayed which in the opinion of the Employer is detrimental to its interests.
- 17.03 A copy of this Agreement will be issued by the Employer to each nurse. All costs involved in the preparation of the Agreement will be shared equally by the Union and the Employer.
- 17.04 The parties agree the following practices will be maintained for the duration of the Collective Agreement:
- ❖ Early closing on Christmas Eve and New Years' Eve (no later than 3:00 p.m.).
 - ❖ Employer purchases day-timers up to twenty dollars (\$20.00) each.
 - ❖ Holiday Season party to be provided for all staff.
 - ❖ Provision of tea and coffee in staff kitchens.
 - ❖ Continuation of the current practise of allowing sick leave for medical and dental appointments and caring for family members/chosen family covered under Article 18.01.
- 17.05 All nurses will be given an orientation period to become proficient with new technology, to be arranged and paid for by the Employer.
- 17.06 The Employer will ensure that there is a secure place for personal belongings at all permanent locations.
- In the event of loss or theft the Employer is not responsible for replacement.
- 17.07 The monthly Board package will be placed in a binder in the staff kitchen on the third floor at Queen West and in the staff kitchen at Shout. ONA members are

welcome to attend Board of Directors meeting at any time with prior notice, including the Finance and Administrations Systems Committee's review of the financial statement.

ARTICLE 18 – SICK TIME & LTD

- 18.01
- (a) Paid absences cover medical, dental and health related appointments, and illness.
 - (b) Upon ratification, all nurses will be granted a bank of fifty (50) sick days. Nurses who are already at fifty (50) sick days, will be moved to the top of the sixty (60) sick days. Nurses will continue to accrue paid absences to eighteen (18) working days per year at full remuneration. It is understood that the above may be used for family/chosen family illness.
 - (c) Paid absences can be banked up to a total of sixty (60) days. Part-time hours will be pro-rated.
 - (d) When the paid absence allowance time is used up, time off is without remuneration.
 - (e) No payment in lieu, or other consideration, is made for unused paid absences, except in the circumstances where a nurse is severing employment by retirement and/or resigns their position, at which time, they will be paid for unused accrued sick time.
 - (f) Appointments are to be charged against paid absences.
 - (g) Sick leave shall be granted on the oral statement of the employee, however the Employer may require that an employee provide to her supervisor within forty-eight (48) hours of returning to work, a medical certificate satisfactory to the Employer for any sick leave in excess of four (4) consecutive working days. Costs of certificate shall be the employee's responsibility. In the event that an employee shall be on sick leave for more than three (3) working days, the employee shall notify her supervisor in order that the supervisor can address staffing needs.

18.02 Sub Plan for Sick Pay

The Employer will provide a sub plan for sick pay, which will be 25% of the nurses' wages from the period at the end of her paid absence to the end of the EI Sick pay. This will include the two week EI waiting period. Top up is not to exceed 85% of the employees' regular earnings.

Application will be in accordance with the Supplemental EI Benefits Plan for Illness or Injury # 6.9.

Employees must have worked a minimum of one year to qualify.

LTD Supplemental Wage Top-Up Plan

The Employer agrees to an LTD sub plan top-up for a maximum of the first fifteen (15) weeks, based on the following scales:

Less than 3 years of service	10%	weekly gross earnings
3 years of service	15%	weekly gross earnings
4 years of service	20%	weekly gross earnings
5 years of service	25%	weekly gross earnings

- 18.03 The Employer will pay 100% of premium for the LTD plan. Central Toronto Community Health Centre will support a nurse's claim with the insurance company, where there is evidence that a claim is unreasonably denied, but will not be responsible for payments and administration of claims.
- 18.04 Emergency Leave Days
- Each nurse is entitled to 10 Emergency Leave Days in accordance with the ESA. These will be the first ten days requested by the nurse in the calendar year.
- 18.05 If the Employer requires a nurse to obtain a medical certificate, the Employer shall pay the full cost of obtaining the medical certificate.
- 18.06 When a nurse has completed a portion of her or his regularly scheduled shift prior to going on sick leave or Worker's Safety Insurance Board benefits, the nurse shall be paid for the balance of the shift at her or his regularly straight time hourly rate.

ARTICLE 19 – MODIFIED WORK, WORKPLACE SAFETY & INSURANCE BOARD AND OCCUPATIONAL HEALTH & SAFETY

- 19.01 Modified Work
- An employee unable through injury, illness or disability to perform her normal duties shall be offered reasonable accommodation appropriate to her abilities and will return to her pre-disability job. Should she not be able to perform her usual work even with Accommodation, she will be offered alternative suitable employment where possible (with or without Accommodation as needed.) The suitability of any alternative employment shall be determined mutually by the employer, employee and the Union. The Employee may choose to accept or decline such offer. Non-acceptance shall not prejudice the employee's eligibility for disability or other benefits, subject to the terms and conditions of the insurer.
- 19.02 The Employer agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.
- 19.03 When the Employer is informed of a nurse who goes off work due to a work related injury or when a nurse goes on L.T.D., the Employer will notify the Bargaining Unit President.

19.04 Personal Protective Equipment

- (a) An employee who is or may be required by his or her Employer or by law to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- (b) Personal protective equipment that is to be provided, worn or used shall:
 - (i) be properly used and maintained;
 - (ii) be a proper fit;
 - 1. be inspected for damage or deterioration;
 - 2. be immediately available for use when needed; and
 - 3. be stored in a convenient, clean and sanitary location when not in use.
- (c) When there is disagreement about appropriate personal protective equipment to be used, the higher level of precautions should be used until consensus can be reached.
- (d) The Centre will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to the nurses at short notice in the event there are reasonable indications of the emergence of a pandemic.

19.05 Workplace Violence

- (a) Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of their employment. The Employer agrees that these incidents will not be condoned in the workplace. Any nurse who believes that their situation was abusive shall report this to their immediate supervisor, who will make every reasonable effort to rectify the situation.
- (b) The parties agree that, if such incidents involving an aggressive client or visitor occur, such action will be recorded in an Incident Report. This report, as per the Incidents Ladder Policy, will be forwarded to the Director. After the Director reviews the report and appropriate recommendations and actions are taken, a copy will be forwarded to the Joint Health and Safety Committee.

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

- (c) When a nurse, in the exercise of their functions, suffers damage to their personal belongings (clothing, watch, glasses, contact lenses or other prostheses, etc.), the Employer shall provide for replacement or repair up to maximum of (\$300.00) three hundred (\$300.00) dollars per incident with proof of replacement cost. All personal items covered under the

extended health benefits shall be exhausted prior to providing the replacement cost of up to three hundred (\$300.00) dollars.

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

ARTICLE 20 – HEALTH AND WELFARE BENEFITS

20.01 All Benefits provided to full time employees will also be provided to part time employees on a prorated basis.

Job Sharers will be considered as part time for the purpose of benefits.

Employer Health Tax - The Employer agrees to pay 100% of the premiums for all full-time nurses.

20.02 Group Life Insurance Benefit, and Extended Health Care, Semi- Private and Dental - The Employer agrees to pay 100% of the premium for all full-time nurses, as provided for by the current plan.

20.03 The weekly income benefit is replaced with a sub plan provided by the Employer.

- 20.04 (a) The Employer shall provide each nurse and the Association with a copy of the information booklet(s) and the master policy outlining the current provisions of the benefit.
- (b) The Employer will notify the Association of the name(s) of the carrier(s) which provide the benefit plan(s).

ARTICLE 21 – COMPENSATION

21.01 Wage Rates:

Effective April 1, 2009 (as per LHINS E-mail dated August 28, 2009 – 2.25% increase).

		<u>Primary Health Care Nurse Clinician</u>	<u>Nurse Practitioner Extended Class Rate</u>
Level	1	Start	\$55,251.
“	2	After 1 year	\$74,038.
“	3	After 2 years	\$57,516.
“	4	After 3 years	\$77,071.
“	5	After 4 years	\$59,779.
Top Rate		After 5 years	\$80,104.
			\$62,042.
			\$64,305.
			\$83,137.
			\$86,170.
			\$89,203.

These rates include pay equity.

Hourly rate = $\frac{\text{Annual rate}}{1898 \text{ hours}}$

Annual hours = 52 weeks x 36.5 hours.

21.02 One-Time Retention Payment

Upon ratification of the Collective Agreement, all employees are to receive a one-time retention payment of fifteen hundred (\$1,500.00).

21.03 Nurses Encountering Incentive Payments

Each 1FTE Nurse will record two-thousand (2,000) encounters annually. Each 1FTE Nurse will receive three thousand dollars (\$3,000.00) based on the fiscal year (April 1 to March 31) for the completion of the 2,000 encounters. This will be verified through the pulling of Appendix C. This will be pro-rated to FTE. It is recognized that Appendix C will be pulled quarterly for review between Nurse and Director to allow for the standard of 2,000 to be met. This payment will be made prior to March 31 of each fiscal year of the agreement.

Upon quarterly review of Appendix C between Nurse and Management, if a Nurse is unable to reach the allotted number of encounters and has provided evidence that the circumstance resulting in the lower number of encounters was beyond his or her control, the Manager will bring the case forward to the Executive Director. The Executive Director will have final approval to reduce total encounter numbers.

In approved circumstances, the Employer will use the following calculation to determine reductions. The Employer will reduce the overall number of encounters by ten (10) per day, for the total number of days the circumstances occurred.

In situations where the duties of the Nurse are such that their roles and responsibilities, as mandated by the organization, restricts their ability to reach the 2,000 encounter target, Management will follow the above process to determine a revised target for that position.

- 21.04
- (a) Interim Replacement Nurses (e.g. LOCUMS) will be paid on an hourly basis and will be paid 9% in lieu of benefits.
 - (b) All other part-time nurses not covered by (a) above can choose from either option below:
 - i) 9% in lieu of benefits and vacation less mandatory employment related costs (EI, CPP, EHT) or,
 - ii) Group health benefits if eligible, vacations and other benefits. Eligibility for group health benefits is determined by the insurance company. Premiums are pro-rated by the Employer.

In Job Share situations, all the benefits of that position will be shared between the two job sharers according to their FTE.

- 21.05 Nurses whose positions are funded through Ministry of Health core funding and Homeless Initiatives will receive an annual RRSP in the amount of four thousand and five hundred dollars (4,500.00). Nurses whose positions are funded through other sources will receive a RRSP contribution based on funds available through the benefits line, after extended health and statutory benefits have been paid. RRSP contributions will be disbursed on a quarterly basis and pro-rated to FTE.
- 21.06 Any pay increases allocated by the Ministry of Health will be reflected in all salaries, including retroactivity, subject to retroactivity granted.
- 21.07 The Employer agrees to provide the members of this bargaining unit with any additional RRSP benefits beyond the entitlements as stated in the Personnel Policy, UFCW and ONA agreements granted to any or all employees outside of this bargaining unit. The additional benefits distributed shall be equal in total amount for each employee based on a FTE, and the benefit will be prorated to FTE for each core funded MOH employee at the end of the fiscal year.
- 21.08 Any benefits issued to any or all employees as a result of budget surplus shall also be given, in equal amounts, to the members of this bargaining unit.
- 21.09 Claim for recent related experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The Employer shall advise each newly hired nurse of their right to make claim to recent related experience under this provision. Once established consistent with this provision, credit for recent related experience will be retroactive to the nurse's date of hire. The nurse shall co-operate with the Employer by providing verification of previous experience. Having established the recent related experience, the Employer will credit a new nurse with one (1) annual service increment for each year of experience up to the maximum of the salary grid.
- For clarity, recent related experience includes recent related nursing experience out of province and out of country.
- Any claim for recent related experience not granted by the Employer is subject to grievance.
- 21.10 Any bargaining Unit Member whose position is funded by the Ministry of Health Early Years I or Early Years II initiative and who is on the Ministry of Health salary grid but is receiving less benefits including RRSP than other Ministry of Health funded employees shall receive an additional day off with pay for every five-hundred dollars (\$500.00) of such difference in their benefits.
- Any other bargaining unit employee who, because of the funding for his or her respective position, is earning less than he would if he were on the Ministry of Health salary grid and/or is not eligible to receive benefits such as the RRSP, or is receiving less benefits than comparable staff, due to funding source, shall receive an additional five (5) paid days off per year.
- In the event that EYI and EYII receive full core MOH funding (the additional 25% on the total salary allotment) the incumbents will receive the RRSP benefits as per Article 21.03 and benefits as per 20.01 and/or 20.02.

ARTICLE 22 - PRE-PAID PLAN

Central Toronto agrees to introduce a pre-paid leave program, funded solely by the nurses, subject to the following terms of conditions:

- (a) The plan is available to nurses wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Executive Director at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and Central Toronto.
- (d) Written applications will be reviewed by the Executive Director. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her or him until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of Central Toronto.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between Central Toronto and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time nurses shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Executive Director. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.

- (j) If the nurse terminates employment, the deferred salary held by Central Toronto plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) Central Toronto will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If Central Toronto is unable to find a suitable replacement, it may postpone the leave. Central Toronto will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the nurse within a reasonable period of time.
- (l) The nurse will be reinstated to her or his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with Central Toronto in order to authorize Central Toronto to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i.) A statement that the nurse is entering the pre-paid leave program in accordance with this Article of the Collective Agreement.
 - ii.) The period of salary deferral and the period for which the leave is requested.
 - iii.) The manner in which the deferred salary is to be held.

The letter of application from the nurse to Central Toronto to enter the pre-paid leave program will be appended to and form part of the written agreement.
- (n) No more than two (2) nurses (one per site) will be permitted to take pre-paid leave and sabbatical leave at the same time.

ARTICLE 23 – PERFORMANCE, REVIEW AND FILES

- 23.01 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Centre against the nurse.
- 23.02 Each nurse shall have reasonable access to her personal file for the purpose of reviewing the contents in the presence of the Director. A copy of the evaluation will be provided to the nurse at her request.
- 23.03 The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of a nurse, the existence of which

the nurse was not aware at the time of filing or within a reasonable period thereafter.

Any letter or reprimand, suspension or other sanction will be removed from the record of a nurse twelve (12) months following the receipt of such letter, suspension or other sanction provided the nurse's record has been discipline-free for one year.

ARTICLE 24 – DURATION

24.01 This Agreement shall remain in force until December 31, 2011 and shall be automatically renewed from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

Dated at TORONTO, Ontario, this 11 day of May, 2011.

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

FOR THE UNION

[Signature]

Labour Relations Officer

[Signature]

LETTER OF UNDERSTANDING

Between

ONTARIO NURSES' ASSOCIATION

And

CENTRAL TORONTO COMMUNITY HEALTH CENTRES

Re: Local Health Integration Networks

Accountability Agreements

- (a) The Employer will not enter into an accountability agreement which alters or prejudices in any way the rights and privileges of the members of the bargaining unit including a collective agreement.
- (b) Prior to entering into an accountability agreement the Employer will provide the Union with the proposed agreement and meet with the Union to discuss any concerns which the Union may have with the terms of the proposed agreement.
- (c) The Employer will provide the Union with a copy of any accountability agreement into which it enters under any piece of Long Term Care legislation or regulation, including the Local Health Integration Act within twenty-four (24) hours of its execution. Copies of any compliance reports will also be provided to the Union within twenty-four 24 hours of submission.

Integration

- (a) It is agreed that "integration" as used in this agreement means a restructuring that affects the structure or existence of one or more service providers or that affects the provision of programs, services or functions of Central Toronto Community Health Centres, including but not limited to an integration that involves a dissolution, amalgamation, division, rationalization, consolidation, transfer, merger, commencement or discontinuance ("integrate" has a corresponding meaning)
- (b) It is agreed that a "health service provider" has the same meaning as in Bill 36 and that a "service provider" includes health service providers and any other person or entity that provides services within or to the health services sector.
- (c) The Employer will provide notice to the Union, at the earliest opportunity, of any integration discussions in which it is engaged with another service provider or LHIN that may impact or prejudice members of the bargaining unit.

- (d) The Employer will provide to the Union full disclosure of all records, including those in electronic form related to such integration discussion or orders as such documents come into the possession of the Employer.
- (e) The Employer may enter into an integration agreement with another service provider(s) under the following conditions:
 - i) The Employer and each of the other service provider(s) involved in the integration execute a human resources plan with the Union.
 - ii) In any integration to which the Public Sector Labour Relations Act does not apply the Human Resources Plan executed by the service provider(s) includes an agreement by the service provider(s) to recognize the Union and to be bound by the provisions of this Collective Agreement.

In the event of a health service integration with another service provider the Employer and the Union agree to negotiate a Human Resources Plan that will be, unless otherwise mutually agreed, consistent with the terms of this collective agreement and will contain the following minimum terms:

- (a) The Employer shall notify affected employees and the Union as soon as a formal decision to integrate is taken.
- (b) The Employer and the Union shall begin discussions concerning the specifics of the integration forthwith after a decision to integrate is taken.
- (c) As soon as possible in the course of developing a plan for the implementation of the integration the Employer shall notify affected employees and the Union of the projected staffing needs, and their location, which are anticipated to result; notice to affected employees and the Union shall include the estimated number and types of positions anticipated to be available, and their location, as the result of the integration.
- (d) If services at Central Toronto Community Health Centres are to be reduced, transferred or eliminated as a result of integration, or if the employment of employees is otherwise to be affected, the Employer shall prepare a list of the affected employees in order of seniority by jobs for which it considers such employees are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit.
- (e) If an integration is anticipated to result in a loss of employment for employees at another service provider by reason of the establishment of a new unit or the enlargement or extension of services at Central Toronto Community Health Centres:
 - i) In the period before an integration takes place, where a permanent vacancy occurs, the vacancy shall be filled by the senior qualified employee of the other service provider who wishes to make an early transfer. An employee taking such a position shall be treated as a transferring employee and not as a new hire;

- ii) When the integration takes place, and when employees formerly employed by the other service provider or providers involved are transferred to Central Toronto Community Health Centres, such employees shall maintain their service dates and shall be placed on seniority lists at Central Toronto Community Health Centres accordingly. Thereafter they shall exercise seniority rights in accordance with this agreement. Following implementation of the integration, employees who have been transferred to Central Toronto Community Health Centres will retain their previous salary rates.
 - iii) Employees who have been transferred to Central Toronto Community Health Centres shall be subject to the benefit plans of Central Toronto Community Health Centres in the manner provided under the collective agreement. Employees who have been transferred to Central Toronto Community Health Centres shall retain their previous vacation grid.
 - iv) Hours of work shall be those of Central Toronto Community Health Centres.
 - v) An employee who has been transferred to Central Toronto Community Health Centres and who has not completed her or his probationary period at the service provider where she or he was formerly employed shall receive credit for her or his service during such probationary period, and shall complete the balance of the probationary period required by this agreement. No new probationary period shall be served by an employee who has been transferred to Central Toronto Community Health Centres.
- (f) If an integration is anticipated to result in the creation of employment for employees at another service provider by reason of the establishment of a new unit or the enlargement, transfer or extension of services at that service provider:
- i) Notice of positions at the other service provider shall be posted at Central Toronto Community Health Centres for a period of seven (7) consecutive calendar days. Employees in this bargaining unit and employees in other bargaining units at Central Toronto Community Health Centres, if any, may make written application for such vacancy within the seven (7) day period referred to herein.

Central Toronto Community Health Centres shall, upon entry into the Service Agreement or the Service Accountability Agreement with the Ministry of Health and Long Term Care or the Local Health Integration Network (LHIN) in respect of residents cared for by members of this bargaining unit, provide copies of such agreements to the Union. The parties agree to meet to discuss decisions made by the LHIN that have any impact on Central Toronto Community Health Centres.

Dated at TORONTO, Ontario, this 11 day of May, 2011.

FOR THE EMPLOYER

A. Welch

Kyr M

DiCiello, Jas

FOR THE UNION

Paul Macdonald
Labour Relations Officer

Rosemary Henderson
