

COLLECTIVE AGREEMENT

BETWEEN:

GUELPH COMMUNITY HEALTH CENTRE

(the "Centre")

- and -

ONTARIO NURSES ASSOCIATION

(the "Union")

TABLE OF CONTENTS

ARTICLE 1 - GENERAL PURPOSE	1
ARTICLE 2 - RECOGNITION AND SCOPE	2
ARTICLE 3 - NO DISCRIMINATION	5
ARTICLE 4 - NO STRIKES OR LOCKOUTS	6
ARTICLE 7 - RELATIONSHIP AND REPRESENTATION	11
ARTICLE 8 - DISCIPLINE AND DISCHARGE	16
ARTICLE 9 - GRIEVANCE PROCEDURE	18
ARTICLE 10 - ARBITRATION	24
ARTICLE 11 - SENIORITY	26
ARTICLE 12 - LAY-OFF AND RECALL	30
ARTICLE 13 - WAGES	34
ARTICLE 14 - LEAVE OF ABSENCE	35
ARTICLE 15 - SICKNESS, INJURY AND DISABILITY	40
ARTICLE 16 - HOLIDAYS	41
ARTICLE 17 - VACATIONS	43
ARTICLE 18 - HOURS OF WORK	46
ARTICLE 19 - MISCELLANEOUS	48
ARTICLE 20 - HEALTH AND WELFARE BENEFITS	50
ARTICLE 21 - DURATION OF AGREEMENT	50
APPENDIX "A"	53
LETTER OF UNDERSTANDING	54
SIGNING BONUSSES	55

ARTICLE 1 - GENERAL PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain orderly collective bargaining relations between the Centre and its Nurses represented by the Union; to provide an ongoing means of communication between the Union and the Centre; and to provide for a mechanism for the prompt and orderly disposition of grievances arising from the express terms of this agreement; all of which will not interfere with the normal and efficient operation of the Centre.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Centre recognizes the Union as the sole and exclusive bargaining agent of all the registered nurses and nurses with temporary certificate of registration engaged in a nursing capacity by the Guelph Community Health Centre in the City of Guelph, Ontario, save and except the Primary Health Program Manager and persons above the rank of the Primary Health Program Manager.

Clarity Note: The foregoing is to be read subject to the terms of the decision of the Ontario Labour Relations Board dated April 30, 2007.

2.02 It is agreed that the word "Nurse" or "Nurses" wherever used in this Agreement shall be deemed to refer only to a Nurse or Nurses in the bargaining unit as hereinbefore defined. It is further understood that "Nurse" or "Nurses" mean Nurse Practitioner, Registered Nurse and Nurse who holds a Temporary Certificate of Registration.

2.03 Where the singular or feminine is used in this Agreement, it shall be deemed to include the plural or masculine and vice versa, where the context so requires.

2.04 (a) “Registered Nurse” means a nurse who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* and the *Nursing Act*. A Registered Nurse is required to present her current Certificate of Registration to the Director, or her designate, upon renewal each year.

(b) “Nurse who holds a Temporary Certificate of Registration” means a nurse who holds a Temporary Certificate of Registration as a Registered Nurse in accordance with the *Nursing Act, 1991*, and its *Regulations*.

(c) “Regular Full-Time Nurse” means a Nurse who has successfully completed her probationary period and is regularly scheduled for twenty-eight (28) or more regular hours of work per week.

(d) “Regular Part-Time Nurse” means a Nurse who has successfully completed her probationary period and is regularly scheduled for less than twenty-eight (28) regular hours of work per week.

(e) “Casual Nurse” means a Nurse who is not regularly scheduled to work and who is employed under an arrangement whereby the person may elect to work or not when requested to do so.

(f) Where this Agreement makes reference to “classification(s)”, it shall refer to Regular Full-Time, Regular Part-Time and Casual Nurses as being three different classifications within the bargaining unit.

ARTICLE 3 - NO DISCRIMINATION

3.01 The Centre and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives or members with respect to any Nurse because of her membership or non-membership in the Association, activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement.

3.02 It is agreed that there will be no discrimination by either party or by any of the Nurses covered by this agreement on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability as provided for under the Ontario *Human Rights Code*.

3.03 In recognizing the importance of a harassment free environment, the Employer will review the Health Centre policies and procedures with respect to harassment with the nurses during her or his orientation. The Employer further agrees to provide copies of such existing policies and procedures to the Bargaining Unit President, and to provide revisions and updates to such Policies and procedures as they occur to the Bargaining Unit President, so that the Union may review and provide feedback.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 The Association agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts so long as this agreement continues to operate. The terms “strike” and “lockout” shall bear the meaning given them in the Ontario *Labour Relations Act*.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union acknowledges and recognizes that all matters concerning the management of the Centre's operations and the direction of the working force are fixed exclusively with the Centre except as specifically limited by an express provision in this Agreement. Without restricting or limiting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Centre to:

- (a) maintain order, discipline and efficiency;
- (b) hire, classify, transfer, assign, lay-off, recall, promote, increase or decrease work assignments and determine standards of performance and work assignments;
- (c) discharge, suspend, demote or otherwise discipline Nurses subject to Article 8.01;
- (d) make, enforce, and alter from time to time reasonable rules and regulations governing the conduct of the Nurses and to be observed by the Nurses which are not inconsistent with the provisions of this Agreement. The Centre agrees to provide

the Local Union President with a copy of any new or altered rules or regulations;

- (e) introduce new and improved facilities and methods to improve the efficiency of the Centre's operations; and
- (f) generally to manage the services in which the Centre is engaged or may become engaged and without in any way restricting the generality of the foregoing to determine the types of services to be provided and the programs required to carry out those services including the right to plan, direct and control services, facilities, programs, courses, procedures, methods, staffing, location and classification of personnel required from time to time, work assignments and the scheduling thereof, supervision and control of programs.

5.02 The Centre agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 6 - UNION SECURITY AND CHECK-OFF

6.01 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association provided to the Centre in writing at least 30 days prior to the date of deduction. These dues will be deducted ongoing unless otherwise notified by the Association. The deduction period for a part-time or casual nurse may be extended where the nurse does not receive pay in a particular month.

6.02 Such dues shall be deducted monthly, and, in case of newly employed nurses, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time or casual nurse in a month in which the nurse does not work.

6.03 The amount of the regular monthly dues shall be those authorized by the Association. The Vice President who holds the portfolio of Finance, and or the Local Treasurer of the Association shall notify the Employer in writing at least 30 days prior to the implementation of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.

6.04 In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the

Employer against any claims for liabilities arising or resulting from the operation of this Article.

6.05 The amounts deducted under this Article shall be remitted monthly to the Vice-President Finance of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their social insurance numbers. A copy of this list will be sent to the Association.

6.06 The Employer agrees to provide to the Bargaining Unit President a list of all newly hired nurses. This list will include their start date, status (FT, RPT, Casual), position, what site(s) they were hired for.

ARTICLE 7 - RELATIONSHIP AND REPRESENTATION

7.01 GRIEVANCE OFFICER AND NEGOTIATING COMMITTEE

- (a) The Centre agrees to recognize one (1) employee selected by the Union as Bargaining Unit President for the purposes set out below.
- (b) The Centre agrees to recognize not more than one (1) Nurse selected by the Union as a Grievance Officer for the purpose of representing Nurses and dealing with Union business as provided under this Collective Agreement.
- (c) The Union may appoint or elect a Negotiation Committee not to exceed two (2) Nurses, one of whom shall be the Bargaining Unit President, from the bargaining unit for the purpose of negotiating amendments to the collective agreement pursuant to article 21.01. The Centre shall not be required to recognize the union Negotiation Committee until after notice of desire to bargain has been given under article 21.01 and the Union has notified the Centre, in writing, of the names of the members of the union Negotiation Committee. The Centre shall not be required to continue to recognize the

union Negotiation Committee following the date of ratification of any renewal collective agreement.

7.02 For the purpose of this Article, the name of the Grievance Officer shall be given to the Centre in writing from time to time as well as the effective date of the Grievance Officer's appointment. The Centre shall not be required to recognize any such Grievance Officer until it has been so notified.

7.03 The Centre shall not be required to recognize a Nurse appointed in the capacity of President, Grievance Officer or union Negotiation Committee Member referred to in Article 7 until after she has successfully completed the probationary period.

7.04 The Centre shall be immediately informed in writing of any change of the President, a Grievance Officer or Negotiation Committee Member.

7.05 The Union acknowledges and agrees that the President, the Grievance Officer and other Nurse Committee Members, as described in this Article, have regular duties to perform in connection with their employment with the Centre. The President, Grievance Officer and other Nurse Committee Members will not absent themselves from their regular duties without first obtaining permission from their immediate supervisor on duty at the time.

7.06 (i) Where management schedules a meeting required under this collective agreement at a time when the President, Grievance Officer, or other Nurse Representative required to attend the meeting is otherwise regularly scheduled to work, the President, Grievance Officer or other Nurse Representative shall participate in the meeting without loss of regular pay. It is further understood that meetings pursuant to Article 7.09 will normally be scheduled outside of normal working hours and meetings under Article 9 will normally be scheduled during the normal work day.

(ii) Members of the Union's Negotiation Committee pursuant to Article 7.01 (c) shall attend any negotiation meetings with the Centre without loss of regular pay for time spent in meetings with the Centre which occur during the Nurse's regularly scheduled working hours. The Centre will bear the cost of any such time up to a total of seventy (70) hours pay. Any pay continued beyond the foregoing amount shall be billed monthly to ONA and ONA shall reimburse the Centre for such hours within thirty (30) days of being so billed.

7.07 (a) Any notices required to be given to the "Centre" under this Agreement shall be delivered to the Business Support Manager.

- (b) Any notices required to be given to the "Union" under this Agreement shall be delivered to the Bargaining Unit President.

7.08 The Union further agrees that they will not conduct Union business either on the premises of the Centre or at such location where services are being provided by Nurses, except as specifically permitted by this Agreement or as specifically authorized in writing by the Centre.

7.09 (i) There shall be a Labour-Management Committee comprised of two (2) representatives of the Union designated by the Union and two (2) representatives of the Centre. The function of the Committee shall be to discuss matters of mutual concern to the Parties, but it is agreed and understood that the Committee shall not discuss grievances. The Committee shall meet on an informal basis every two (2) months or as otherwise agreed.

(ii) Concerns about workload will be submitted to the manager in writing by the Bargaining Unit President within fourteen (14) calendar days of the occurrence. A discussion by the Labour-Management Committee shall take place within ten (10) calendar days of the Manager's receipt of the letter. The manager shall render her decision in writing to the Bargaining Unit President, or delegate, within fourteen (14) calendar days of the meeting. These workload concerns shall

not be considered a difference between the parties and are not capable of being the subject of a grievance.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

8.01 (a) The Centre may discharge, suspend, demote or otherwise discipline Nurses who have successfully completed their probationary period for just cause.

(b) (i) The Centre may discharge, suspend, demote or otherwise discipline Nurses who have not successfully completed their probationary period for any reason satisfactory to the Centre.

(ii) The discharge, suspension, demotion or other disciplining of a probationary Nurse shall not be considered a difference arising between the probationary Nurse and the Centre or between the Parties and cannot be the subject matter of a grievance or referred to arbitration except to the sole extent that the Association and probationary nurse may file a grievance specifically alleging that the discharge, suspension, demotion or other disciplining of the nurse was arbitrary, discriminatory or done in bad faith.

8.02 Where the Centre disciplines a Nurse it shall, within five (5) work days of such action, provide the Nurse with a letter setting out the general nature of the issue which lead to the disciplinary action for informational purposes only. It is expressly understood that this letter shall be without prejudice to any grievance or arbitration proceeding which may occur.

8.03 (i) The Centre shall remove any discipline of a three (3) day suspension or less from a Nurse's discipline record where the Nurse successfully works a period of eighteen (18) months from the date of the discipline without incurring any further discipline.

(ii) The Centre shall remove any discipline of greater than a three (3) day suspension from a Nurses' discipline record where the Nurse successfully works a period of four (4) years from the date of the discipline without incurring any further discipline.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 For the purpose of this Agreement, a Grievance is defined as a difference arising either between a member of the bargaining unit and the Centre or between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

9.02 All Grievances shall identify the specific provisions of the Collective Agreement alleged to have been breached and shall contain a concise statement of the facts giving rise to the grievance and a concise statement of the remedies sought. All grievances shall be filed in accordance with the procedure outlined in this article, and on the prescribed Association form, which shall be appended to this Collective Agreement.

9.03 For the purposes of the collective agreement, "week day" means Monday to Friday, other than a statutory holiday.

9.04 It is the mutual desire of the parties hereto that complaints of Nurses shall be adjusted as quickly as possible and it is understood that a Nurse has no Grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. If a Nurse has a complaint, such complaint shall be

discussed with her immediate supervisor within Five (5) week days after the circumstances giving rise to the complaint have originated or occurred. If the discussion with the immediate supervisor does not resolve the complaint to the mutual satisfaction of the Nurse and immediate supervisor, the Nurse may proceed with the Grievance within five (5) week days following the discussion with the immediate supervisor.

9.05 A Grievance of a Nurse properly arising under this Agreement shall be adjusted and settled as follows:

Step 1

The Nurse, with the assistance of the Grievance Officer, if desired, must submit a written grievance, signed and dated by the Nurse to her immediate supervisor. Her immediate supervisor will deliver her decision within seven (7) week days following the day on which the written Grievance was presented to her. Copies of the immediate supervisor's reply shall be forwarded to the grievor and the Grievance Officer (if any) who assisted the grievor to reduce the grievance to writing. Failing settlement, then:

Step 2

Within five (5) week days following the decision in Step 1, the grievance officer or bargaining unit president must submit the written Grievance to the Executive Director, unless extended by mutual agreement of the parties, in writing. A meeting shall be held between the Centre, a Labour Relations Officer from the Union, the Grievor and the Grievance Officer at which time the Grievance shall be discussed. The decision of the Centre shall be given in writing to the Labour Relations Officer with copies to the Bargaining Unit President and Grievor within five (5) week days following this meeting.

9.06 Failing settlement under the foregoing procedure, either party may submit the matter to arbitration within eleven (11) week days after the decision under Step 2 is given. If no written request for arbitration is received within such eleven (11) week day period, the Grievance shall be deemed to have been abandoned.

9.07 (a) Policy Grievance

A Grievance arising directly between the Centre and the Union concerning the interpretation, application or alleged violation of the

Agreement must be originated by the Union or Centre at Step 2 within fourteen (14) calendar days following the circumstances giving rise to the Grievance. However, it is expressly understood that the provisions of this Article may not be used by the Union to institute a Grievance or a complaint directly affecting a Nurse(s) which she could have initiated herself and the regular Grievance Procedure shall not be thereby by-passed except where the Union establishes an unreasonable standard that is in violation of this Agreement and that affects the rights of employees. A grievance by the Centre shall be filed with the local Union President, or her designate.

(b) Group Grievance

Where an issue relating to the interpretation, application or alleged violation of the collective agreement directly affects more than one (1) Nurse such that they each would be entitled to file a grievance, the Nurses may file a group grievance signed by each of the Nurses claiming to be affected. A group grievance shall be filed at Step I of the grievance procedure within five (5) week days of the occurrence of the circumstances giving rise to the grievance.

9.08 Discharge Grievance

A grievance by a Nurse, who has successfully completed her probationary period, that she has been discharged without just cause shall be commenced at Step No. 2 of the grievance procedure within seven (7) calendar days after the date the discharge was effected.

9.09 All agreements reached under the Grievance Procedure between the representatives of the Centre and the representatives of the Union shall be final and binding upon the Centre, the Union and the Nurse(s) involved. The Union holds carriage of all grievances at all stages of the grievance and arbitration procedures.

9.10 It is agreed that the time limits in this Article and in Article 10 – Arbitration are to be considered mandatory. In the event of a failure to act within the time limits, the grievance shall be deemed to have been abandoned. Section 48 (16) of the *Labour Relations Act, 1995* shall not apply to this collective agreement. 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.

9.11 The Centre and the Union may agree, in writing, to extend the time limits for any step in the grievance procedure or for referring a matter to arbitration.

The Centre and the Union may also agree, in writing, to waive any step of the grievance procedure.

ARTICLE 10 - ARBITRATION

10.01 When either party requests that a dispute be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within ten (10) week days thereafter, the other party shall name the nominee, provided, however, that if such party fails to name a nominee as hereinbefore required, the Office of Arbitration of the Ministry of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the Grievance Procedure.

10.02 The two (2) nominees appointed pursuant to Article 10.01 shall, within ten (10) weekdays of the appointment of the last of them, agree upon a third person to act as Chair of the Board of Arbitration. Where the two (2) nominees are unable to so agree, the Office of Arbitration of the Ministry of Labour for the Province of Ontario shall have the power to make such appointment upon application there to by either Party.

10.03 The Parties may mutually agree in writing to substitute a Sole Arbitrator for a Board of Arbitration in any matter.

10.04 No person may be appointed to the Board of Arbitration or as Sole Arbitrator who has been involved in any attempt to negotiate or settle the Grievance.

10.05 The Board of Arbitration or Sole Arbitrator shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement, or to substitute any new provisions or any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

10.06 The proceedings of the Board of Arbitration or Sole Arbitrator will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the Nurse(s) concerned.

10.07 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Board of Arbitration or Sole Arbitrator.

10.08 The decision of the majority of the Board of Arbitration (or Sole Arbitrator where the Parties have agreed to a Sole Arbitrator) is final and binding on the Centre, the Association and any nurse(s) affected thereby.

ARTICLE 11 - SENIORITY

11.01 Probationary Period

Newly hired Nurses shall be considered to be on probation for a period of six hundred (600) hours worked or six months whichever comes first from date of last hire. The Centre shall advise the nurses in writing of the completion of their probationary period.

11.02 Seniority will be based on hours worked with the Centre since the date of last hire. Upon successful completion of the probationary period, the Nurse shall be placed on the seniority list and credit shall be given for hours worked since date of last hire. At the time the Nurse is first placed on the seniority list the Centre will advise her of her placement on the list and the number of hours of seniority credited to her. Once advised of her placement she shall have fifteen (15) calendar days to challenge her initial position on the list following which her posted seniority shall be deemed to be final and not subject to complaint.

11.03 Seniority Lists

Seniority lists shall be prepared twice annually according to the records of the Centre as of June 30 and December 31. The seniority list shall be

posted on a bulletin board provided by the Centre once prepared. Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) calendar days from the date of posting. The Centre will send a copy of the seniority list to the Union and to the Grievance Officer once it is posted.

11.04 Loss of Seniority

A Nurse shall lose all service and seniority and shall be deemed to have been terminated if she:

- (a) leaves of her own accord (resigns);
- (b) is discharged and not reinstated through the grievance and arbitration procedure;
- (c) is absent from work for three (3) consecutive working days unless a reason satisfactory to the Centre is given to the Centre;
- (d) regardless of (c) above, is absent from work for three (3) consecutive working days without

notifying the Centre in advance, unless it was impossible for the Nurse to so notify the Centre.

- (e) has been laid off for the lesser of twelve (12) calendar months or the length of her seniority;
- (f) fails to return to work upon the expiration of an authorized leave of absence or utilizes an authorized leave of absence for any purpose other than that for which it was granted;
- (g) fails to indicate her intention to return to work within seven (7) calendar days after she has received notice of recall and fails to report to work within ten (10) calendar days after she has received notice of recall. Notice of Recall may be by telephone, speaking directly to the Nurse, or registered mail. If notice is by registered mail, it shall be deemed to have been received on the seventh (7th) day following registration, unless the individual can provided the Centre with a

reason satisfactory to the Centre for any failure to receive the notice in the time provided;

- (h) refuses to continue to work or return to work during an emergency which affects the Employer's ability to provide adequate patient care, unless a reason satisfactory to the Director is given.

- (i) where the nurse is a Nurse who holds a Temporary Certificate of Registration, and the Temporary Certificate of Registration expires, is revoked or the nurse fails to obtain her General Certificate of Registration on the first opportunity she would have to write the necessary examinations.

ARTICLE 12 - LAY-OFF AND RECALL

12.01 Where the Centre decides to reduce the number of working forces in a classification which reduction is expected to exceed a period of eight (8) weeks, the following provision shall apply. The Centre agrees that Nurses shall be selected for lay off by the Centre considering the following factors:

- (a) seniority; and
- (b) skill, ability and qualifications.

Nurses shall be laid off in ascending order on the basis of factor (a) where, in the opinion of the Centre, the factors in (b) are relatively equal.

12.02 Where a lay-off pursuant to this article is defined pursuant to the *Employment Standards Act, 2000*, as constituting termination of employment, the Centre shall provide the Nurse(s) concerned with notice of termination, or pay in lieu therefore, consistent with the provisions of the *Employment Standards Act, 2000*, it being specifically understood that a Nurse is required by the said *Act* to waive recall rights in order to receive pay in lieu of notice.

12.03 Where, in advance of the lay-off of a Nurse or Nurses, the Centre expects the lay-off to exceed eight (8) weeks in duration, the Centre will, where possible, so advise the Association at least four (4) weeks prior to advising the Nurse(s) affected of their lay-off.

12.04 Where the Centre decides to increase the number of working forces in a classification, which increase is expected to exceed a period of two (2) weeks, and there are persons on layoff from the classification with recall rights, the following shall apply. The Centre agrees that persons on lay off with recall rights shall be selected for recall by the Centre considering the following factors:

- (a) seniority; and
- (b) skill, ability and qualifications.

Persons on lay off with recall rights shall be recalled in descending order on the basis of factor (a) where, in the opinion of the Centre, the factors in (b), are relatively equal.

JOB POSTING

12.05 Persons on lay-off with recall rights are entitled to apply for any vacancies in the bargaining unit arising out of a job posting.

12.06 (a) Where the Centre determines that a vacancy, which it expects to last for more than six (6) months, exists in the bargaining unit, the Centre shall post a notice of such available position for five (5) week days. Nurses in the bargaining unit may apply for the posting during the five (5) week day period that it is posted.

(b) Where more than one (1) applicant for the posted vacancy has the necessary skill, ability and qualifications for the vacancy, the Centre shall select the successful applicant considering the following factors:

(a) seniority; and

(b) skill, ability and qualifications.

Nurses shall be selected for the posting in descending order on the basis of factor (a) where, in the opinion of the Centre, the factors in (b) are relatively equal.

(c) Where, in the opinion of the Centre, no applicant possesses the necessary skill, ability and qualifications for the vacancy, the Centre may, in its discretion, select a Nurse from the bargaining unit for training or may fill the vacancy from outside of the bargaining unit.

(d) The Centre shall have the right to fill any permanent vacancy which it determines exists on a temporary basis in its discretion until the posting procedure is completed.

(e) It is understood that the Centre may back fill leaves of absence, up to twelve (12) months in duration. Where the position is expected to exist for less than three (3) months, it need not be posted and where the position is expected to exist for three (3) month up to twelve (12) months, it shall be posted. Where an external candidate is hired for such a purpose, they may be hired for a fixed term and/or released without applying the lay-off procedure.

ARTICLE 13 - WAGES

13.01 The Centre agrees to pay at least the wage rates attached hereto as Appendix "A" which forms part of this Agreement.

13.02 Should the Government of Ontario fund any rate increases during the life of this Collective Agreement, the Centre agrees to pass on such increases upon receipt of such funding from the Government of Ontario. It is understood and agreed that any increase to the wage rates achieved under this Agreement will be considered part of pay equity achievement and maintenance pursuant to subsection 21.11 (3) of the *Pay Equity Act*. This provision applies to and includes the wage increases announced by the Government of Ontario in the Summer of 2007 which have been incorporated into Appendix "A".

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Pregnancy and Parental Leave

- (a) Pregnancy leave and parental leave without pay will be in accordance with the provisions of the *Employment Standards Act, 2000*.
- (b) A Nurse's seniority shall accrue during a period of pregnancy and parental leave and such accrual shall be equal to the total number of regular hours worked by the Nurse, or paid by the Centre as vacation pay or holiday pay, in the twenty-six weeks before the work week in which the pregnancy or parental leave commenced, divided by one hundred and thirty and multiplied by the number of week days (excluding paid holidays) covered by the pregnancy or parental leave.

14.02 Upon application by a Regular Full Time Nurse or Regular Part Time Nurse, the Centre may, in its sole discretion, grant an unpaid leave of absence. The Centre shall not be required to consider any requests under this article which have not been made with at least four (4) weeks notice. Where the Centre grants any such request in excess of five (5) week days, the Nurse shall be responsible

for pre-paying, monthly in advance, the full cost of their benefit participation under Article 20 should she wish to continue her participation during the leave. .

- 14.03 (a) A leave of absence without pay, for the purpose of furthering professional nursing career development may be granted on a written application, at least eight (8) weeks in advance, by the Regular Full Time Nurse or Regular Part Time Nurse to the Director or her designate which shall be considered in the Director or designate's sole discretion.
- (b) In each calendar year, each Regular Full Time Nurse or Regular Part Time Nurse may be granted a leave of absence without loss of regular earnings, upon application in writing at least two (2) weeks in advance, to attend educational courses for up to seventy (70) hours for Full Time Nurses and pro-rated based on hours worked in the twenty (20) days preceding the requested leave for Part Time Nurses.

14.04 When a Regular Full Time Nurse or Regular Part Time Nurse, who has completed her probationary period, is called for jury duty she shall receive, for a maximum of ten (10) week days, for each day absent from regularly scheduled working hours, the difference between regular pay lost and the amount of jury fee, provided that the Nurse furnishes the Centre with a Certificate of Service signed

by the Clerk of the Court showing the dates and times of service and the amount of any fee received.

14.05 When a Regular Full Time Nurse or a Regular Part Time Nurse, who has completed her probationary period, is subpoenaed as a witness in a court proceeding which directly involves her professional duties as a Nurse in the employ of the Centre, the time spent at Court pursuant to the subpoena shall be treated as time worked, it being further understood that the Nurse shall remit to the Centre any conduct money which she received pursuant to the subpoena.

14.02 When requested in writing, at least two (2) weeks in advance, the Centre agrees to grant leaves of absence without pay, to Regular Full Time Nurses or Regular Part Time Nurses selected by the Union to attend Union business including, but not limited to, conferences, conventions and Provincial Committee meetings where:

- (a) no more than one (1) Nurse is absent on such leave at any time;
- (b) no more than ten (10) days of such absence shall occur in any calendar year; and
- (c) the operations of the Centre are not affected by the absence.

14.07 A Nurse, who is elected to the Board of Directors of the Ontario Nurses' Association or to the office of President of the Ontario Nurses' Association, shall be granted, upon request in writing at least eight (8) weeks in advance, an unpaid full time leave of absence to take up the position with the Ontario Nurses' Association.

14.08 (a) A bereavement leave of absence of three (3) consecutive dates, including the date of funeral, will be granted to a Regular Full Time Nurse or a Regular Part Time Nurse upon a death in her immediate family to enable the Nurse to attend the funeral. Where any such day occurs on a regularly scheduled working day for the Nurse, she shall be paid on the basis of the scheduled number of hours (excluding overtime) which she would have worked at her basic rate of pay. To qualify for bereavement leave, the employee shall notify the Program Manager as soon as possible following the death and shall attend the funeral. "Immediate Family" means parent, current parent-in-law, current spouse (including current same-sex spouse), child, sibling, grandparent, grandchild, current son-in-law, current daughter-in-law, current brother-in-law and current sister-in-law.

(b) A Regular Full Time Nurse or Regular Part Time Nurse may request bereavement leave to attend the funeral of a person not listed above. Where such a leave request is received by the Program Manager, the Program Manager may, in her sole discretion, grant or deny the requested leave. Where

the requested leave is granted, the Program Manager may, in her further discretion, grant the leave with or without loss of pay.

ARTICLE 15 - SICKNESS, INJURY AND DISABILITY

15.01 Nurses are required to attend work regularly. When unable to attend, the Nurse must contact her Supervisor, or her designate, as far in advance as possible of her scheduled starting time, giving the reason she is unable to attend work, the date of her expected return, and the details as to where she can be contacted during her absence. If the Nurse cannot contact her Supervisor, or her designate, she must advise the Centre as soon as possible with an explanation for the delay that is acceptable to the Centre. If requested, a Nurse must substantiate the reasons for any absence. The Centre may require the Nurse to provide medical evidence outlining the nature of the problem (without providing the diagnosis), restrictions, prognosis for recovery, the expected date of return, the ability of the Nurse to perform any of her duties and to perform alternate duties.

15.02 Nurses are expected to annually receive the influenza vaccination except where the Nurse establishes, with medical evidence satisfactory to the Centre, that they have an allergy or other medical condition which contraindicates the taking of the vaccination. Where a Nurse does not receive the influenza vaccination, the Nurse will be placed on an unpaid leave of absence for the period of any influenza outbreak.

ARTICLE 16 - HOLIDAYS

16.01 (a) The Centre recognizes the following as paid holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (1 st Monday in August)	
Family Day (3 rd Monday in February)	

(b) In addition to the holidays set out above, each regular full time Nurse shall be granted two (2) floating holiday in each calendar year to be taken at a time mutually agreeable to the Centre and the regular full time Nurse. Should the Government of Ontario or the Government of Canada declare any new public holidays in addition to those set out in article 16.01 (a), above, the floating holidays shall be reduced in number one for each such new public holiday provided that the Centre treats other employees of the Centre in a like fashion.

16.02 To be eligible for holiday pay, a Nurse must have completed her scheduled work assignment immediately prior to and immediately following the holiday and must work any hours that are scheduled on the paid holiday.

16.03 A Nurse's pay for a paid holiday shall be equal to the total amount of regular wages earned and vacation pay payable to the Nurse in the four weeks before the work week in which the paid holiday occurred, divided by twenty.

16.04 When a paid holiday falls during a Nurse's vacation, she shall, at the option of the Nurse, either be paid for the holiday in addition to her scheduled vacation, or may take an extra day off at a time mutually agreeable to the Nurse and the Centre.

16.05 If a Nurse is required to work on any paid holiday, she shall be paid for the holiday (provided she otherwise qualifies) and in addition will receive one and one-half (1 1/2) times her regular hourly rate of pay for all hours worked on the holiday.

16.06 Where a paid holiday under article 16.01 falls on a Saturday or a Sunday, the Centre shall designate either the Friday preceding the holiday or the Monday following the holiday, in its discretion, as the day on which the holiday will be observed by regular full time and regular part time nurses pursuant to subsection 29(1) of the *Employment Standards Act, 2000*.

16.07 Pursuant to subsection 9 (1) (k) of *Regulation 285/01* under the *Employment Standards Act, 2000*, article 16 does not apply to casual nurses.

ARTICLE 17 - VACATIONS

- 17.01 (i) All regular full time Nurses and regular part time Nurses who have completed less than one (1) year of employment prior to April 1 in a year shall be entitled to three (3) weeks' vacation with pay which shall be prorated based on the Nurse's regular scheduled hours of work against a thirty-five (35) hour week at the time that the vacation is taken.
- (ii) All regular full time Nurses and regular part time Nurses who have completed one (1) year of employment but less than ten (10) years of employment prior to April 1 in a year shall be entitled to four (4) weeks' vacation with pay which shall be prorated based on the Nurse's regular scheduled hours of work against a thirty-five (35) hour week at the time that the vacation is taken.
- (iii) All regular full time Nurses and regular part time Nurses who have completed ten (10) or more years of employment prior to April 1 in a year shall be entitled to five (5) weeks' vacation with pay which shall be prorated based on the Nurse's regular

scheduled hours of work against a thirty-five (35) hour week at the time that the vacation is taken.

17.02 Vacation time may be taken at any time during the vacation year (which is April 1 to March 31). Vacation time shall not be cumulative from year to year and shall not be carried over into the next vacation year. Regular Full Time Nurses and Regular Part Time Nurses shall submit their vacation requests on a Vacation Request Form to the Centre as follows:

- (i) for vacation time commencing between April 1 and August 31, requests must be submitted no later than February 28;

- (ii) for vacation time commencing between September 1 and March 31, requests must be submitted no later than June 30.

Nurses who make their requests within the above submission deadlines shall be given preference with respect to their vacation periods in accordance with seniority, subject to the Centre's requirements as to sufficient availability of staff to meet the needs of the Centre's clients. Vacation requests which are not made within the foregoing deadlines will be considered on a first come first served basis, subject to the Centre's requirements as to sufficient availability of staff to meet the needs of the Centre's clients.

17.03 Where a regular full time Nurse or a regular part time Nurse breaks her service with the Centre in mid-vacation year and is paid vacation pay at the time of separation and the Nurse subsequently begins a new period of employment with the Centre, the Nurse's vacation with pay in a year shall only be calculated on the basis of the Nurse's earnings in the new period of employment. When a Nurse's employment is terminated for any reason, vacation entitlement shall be calculated on a pro-rata basis.

17.04 Casual Nurses shall be paid four percent (4 %) of their regular pay on their regular pay as vacation pay.

17.05 If a Regular Full Time Nurse or Regular Part Time Nurse is given one (1) day or more of inpatient treatment in a hospital during the Nurse's vacation, those days may, at the request of the Nurse, be rescheduled during the vacation year at a time convenient to the Centre.

17.06 Nurses are expected to use all of their vacation entitlement in the current vacation year. Where, in extenuating circumstances, a Nurse requests permission to carry over some of her vacation entitlement to the next vacation year, the Director or her designate, may in her sole discretion, grant or deny the carryover of some amount of vacation entitlement.

ARTICLE 18 - HOURS OF WORK

18.01 For the purpose of pro-ration, the regular work week for Regular Full-Time Nurses is 35 hours per week scheduled over five (5) days (this shall not affect the definition of Full-Time status as set out in paragraph 2.04 (c)). There shall be a one (1) hour unpaid meal break taken at a time directed by the Centre. Where the work day exceeds nine (9) hours, there shall be a second thirty (30) minute unpaid lunch break taken at a time directed by the Centre.

18.02 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day or the days of work per week.

18.03 Authorized hours worked in excess of forty-four hours per week (Sunday to Saturday) shall be paid at the rate of one and one-half (1 ½) times the Nurse's regular hourly rate of pay.

18.04 Overtime and other premiums shall not be paid more than once for any hours worked and it is agreed that there shall be no pyramiding of overtime or any premiums provided for in this agreement.

18.05 Prior to affecting any change in the rules or policies regarding the scheduling of work which affects Nurses covered by this agreement, the Centre will discuss the changes with the Union and will provide copies to the Union.

ARTICLE 19 - MISCELLANEOUS

19.01 Personnel File

A Nurse may request the opportunity to review her personnel file in the presence of a supervisor following reasonable verbal notice of at least five (5) week days to the Nurse's immediate supervisor. The Centre will grant such access requests twice per calendar year and may, in its sole discretion, grant more than two such requests per calendar year.

19.02 As a condition of continued employment, all Nurses shall provide to the Centre, annually, a current copy of their Certificate of Registration with the Ontario College of Nurses

19.03 It is understood that the Centre may engage in a process of formal performance appraisal of Nurses in its employ. Where the Centre engages in such a process and intends to place a formal performance appraisal in the personnel file of a Nurse, it shall provide the Nurse with a copy of the formal performance appraisal. The Nurse shall sign the formal performance appraisal indicating that she has read the appraisal. It is understood that formal performance appraisal documents are not disciplinary in nature and may not form the subject matter of a difference between the Nurse and the Centre or between

the Parties and can not, therefore, be grieved. The Nurse may, at the time of signing the formal performance appraisal document, place her comments upon the form in the designated space.

19.04 The Centre shall provide the Union with access to a bulletin board located in a non-public area of the Centre designated by the Centre. The Union may post meeting notices, conference notices, notice of educational opportunities, ONA election material, list of ONA executive and ONA contact information on the said bulletin board.

19.05 Where the Centre requires a Nurse to travel between Centre locations or on specifically approved Centre business using their own car the Centre's policy, as amended from time to time, will apply..

ARTICLE 20 - HEALTH AND WELFARE BENEFITS

20.01 (a) Regular Full-Time and Regular Part-Time Nurses will participate in Health and Welfare Benefits and/or, where applicable, Group RRSP, pursuant to Centre Policy, which may change from time to time, on the same basis as other Regular Full-Time Employees or Regular Part-Time Employees working the same number of hours, all pursuant to Centre Policy.

(b) The Union may designate one (1) Nurse to sit on the Centre's Benefit Review Committee. The said Nurse shall be entitled to attend all regularly scheduled Benefit Review Committee meetings without loss of regular pay where the meeting occurs during the Nurse's regularly scheduled working hours.

20.02 Any dispute as to entitlement to benefits under the plans provided is a matter between the employee and the insurer. The Employer agrees to use its best efforts on behalf of an employee where there is a dispute. Any issue of entitlement under the plans is not capable of being a difference between an employee and the Centre or a difference between the parties and is, therefore, not subject to the grievance and arbitration procedure under this agreement.

ARTICLE 21 - DURATION OF AGREEMENT

ARTICLE 21 - DURATION OF AGREEMENT

21.01 This Agreement shall be effective on the date of ratification hereof and shall continue thereafter for a period of eighteen (18) months. Thereafter, this Agreement shall continue from year to year unless written notice of intent to terminate or amend this Agreement is given by either party within a period of ninety (90) days immediately prior to the expiration date. Where notice is given by either party in writing as referred to above, negotiations shall commence not later than thirty (30) days after the date of such written notice.

21.02 None of the provisions of this Collective Agreement will be retroactive and all matters become effective from the date on which the agreement is ratified.


IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this ^{16th} day of October, 2008.

FOR THE CENTRE:

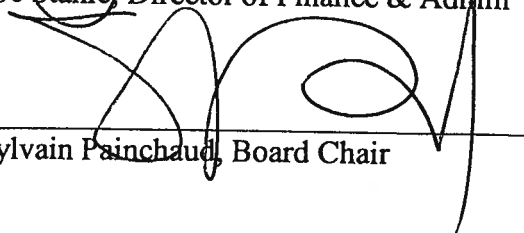
FOR THE UNION:



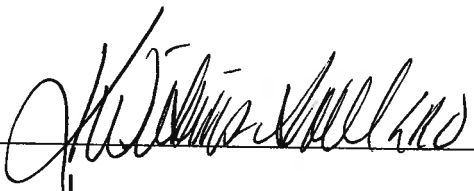
Konnie Peet, Executive Director




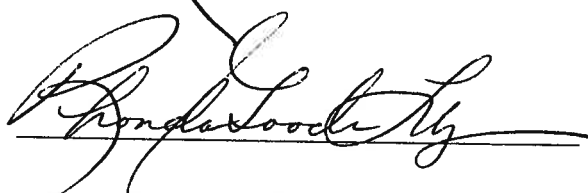
Joe Stanic, Director of Finance & Admin

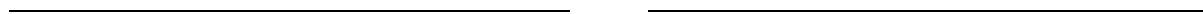


Sylvain Painchaud, Board Chair









APPENDIX "A"

NURSE PRACTITIONER

Annual	Hourly	Step
74,655	41.02	1
76,788	42.19	2
78,921	43.36	3
81,054	44.54	4
83,187	45.71	5
85,320	46.88	6

REGISTERED NURSE

Annual	Hourly	Step
52,846	29.04	1
55,011	30.23	2
57,176	31.42	3
59,340	32.60	4
61,505	33.79	5
63,670	34.98	6

LETTER OF UNDERSTANDING

It is understood that any policies applicable generally, from time to time, to the employees of the Centre shall apply to the Nurses covered by this collective agreement provided that the said policy is not inconsistent with the express terms of this agreement.

LETTER OF UNDERSTANDING

SIGNING BONUSES

1. Regular Full-Time and Regular Part-Time Nurses employed as of the date of Ratification shall be paid a signing bonus in the amount of seven hundred dollars (\$700.00), less deductions required by law.

2. Regular Full-Time and Regular Part-Time Nurses who were employed as of the date of ratification and who remain employed as of the date one (1) year after the date of ratification shall be paid a further bonus of four hundred dollars (\$400.00), less deductions required by law.

3. A Regular Full-Time or Regular Part-Time Nurse entitled to receive a bonus under paragraph 1 and/or 2, above, may direct in that the bonus be paid into her Group RRSP account.

LETTER OF UNDERSTANDING

(NOT TO BE ATTACHED TO PRINTED COLLECTIVE AGREEMENT)

It is understood by the Centre and the Union that the Centre shall continue the existing practice of deducting the normal employee contribution (presently \$6.00/month) from the pay of Regular Full Time and Regular Part Time Nurses for participation in the GCHC Social Committee.

It is further understood by the Centre and the Union that the Centre shall continue the existing practice of deducting the normal employee contribution (presently \$5.00/month) from the pay of Regular Full Time and Regular Part Time Nurses for participation in the GCHC Coffee Club.