

COLLECTIVE AGREEMENT

Between:

GRAND RIVER COMMUNITY HEALTH CENTRE
(hereinafter referred to as "the Employer")

And:

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

Expiry Date: March 31, 2026

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all the Registered nurses and Nurse Practitioners employed in a nursing capacity by the Grand River Community Health Centre in the City of Brantford, save and except the Primary Care Manager, persons at or above the rank of the Primary Care Manager and those Employees exercising managerial functions or employed in a confidential capacity relating to labour relations.
- 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 hereinafter 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, non-binary or masculine and vice versa, where the context so requires.
- 2.04 Definitions
- (a) “Registered Nurse” and “Nurse Practitioner” 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 Nurse is required to present her current receipt of payment to the Leader/Director 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.

ARTICLE 3 – NO DISCRIMINATION

- 3.01 The Employer and the Union 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 Union, activity or lack of activity on behalf of the Union 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, gender identity, gender expression, or disability or any other factor which is not pertinent to the employment relationship. ref: Ontario Human Rights Code.

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

"Every person who is an Employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her Employer or agent of the Employer or by another Employee". ref: Ontario Human Rights Code, Sec. 7 (2)

The right to freedom from harassment in the workplace applies also to sexual orientation.

"Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". ref: Ontario Human Rights Code, Sec. 10 (1).

Workplace sexual harassment is as defined by the Occupational Health and Safety Act (OHSA) of Ontario.

3.04 In recognizing the importance of a harassment free environment, the Employer will review the Employer policies and procedures with respect to harassment with the nurse 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.

3.05 The Employer and the Union recognize their joint duty to accommodate disabled Employees in accordance with the provisions of the Ontario Human Rights Code. The Employer and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating Employees who have been ill, injured or permanently disabled, to enable their early and safe return to work.

ARTICLE 4 – NO STRIKES OR LOCKOUTS

- 4.01 The Union 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 Employer's operations and the direction of the working force are fixed exclusively with the Employer 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 Employer 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 9;
 - (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 Employer 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 Employer's operations; and
 - (f) generally to manage the services in which the Employer 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 Employer agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 6 – REPRESENTATION AND UNION SECURITY

- 6.01 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union provided to the Employer in writing at least 30 days prior to the date of deduction. These dues will be deducted ongoing unless otherwise notified by the Union. 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.
- 6.03 The amount of the regular monthly dues shall be those authorized by the Union. The Vice President who holds the portfolio of Finance, and or the Local Treasurer of the Union shall notify the Employer in writing 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 Union dues by the Employer, the Union 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 Union no later than the end of the month following the month in which the dues were deducted. The parties agree to the electronic submission of dues between the Grand River Community Health Centre finance department and the Ontario Nurses' Association. 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 Bargaining Unit President.
- 6.06 (a) 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.
- (b) The Employer agrees to provide the Bargaining Unit President, or designate, with up to fifteen (15) minutes to meet with each new bargaining unit Employee during the new bargaining unit Employee's orientation session. Where the Bargaining Unit President, or designate, is not working at the same work location where the new Bargaining Unit Employee's orientation is occurring, they shall designate an alternate bargaining unit representative at the work location where the orientation is occurring to conduct this meeting.

ARTICLE 7 – RELATIONSHIP AND REPRESENTATION

7.01 Joint Employer – Union Meetings

The parties recognize the value of nurses' input and participation in committee meetings. All joint Employer-Union meetings shall be scheduled where practical, during the nurse's regular working hours.

The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending meetings with the Employer.

Upon request the Employer will meet with the bargaining unit to discuss and make reasonable efforts to resolve concerns pertaining to scheduling meetings.

Where a Nurse is required to attend a meeting outside of her or his regularly scheduled hours, she or he will be paid for all time spent in attendance at such meetings at her or his regular straight time hourly rate of pay.

7.02 Grievance Officer and Negotiating Committee

- (a) The Employer agrees to recognize one (1) Employee selected by the Union as Bargaining Unit President for the purposes set out below.
- (b) The Employer 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 21.02. The Employer shall not be required to recognize the Union Negotiation Committee until after notice of desire to bargain has been given under Article 21.02 and the Union has notified the Employer, in writing, of the names of the members of the Union Negotiation Committee. The Employer shall not be required to continue to recognize the Union Negotiation Committee following the date of ratification of any renewal Collective Agreement.

The Union will notify the Employer of the names in the above-referenced positions within thirty (30) days of appointment.

7.03 The Employer shall be informed in writing (within thirty (30) days) of any change of the Bargaining Unit President, a Grievance Officer or Negotiation Committee Member.

- 7.04 The Union acknowledges and agrees that the Bargaining Unit 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 Employer. 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.
- 7.05 Members of the Union's Negotiation Committee pursuant to Article 7.02 (c) shall attend any negotiation meetings with the Employer. The Employer agrees to pay members of the Negotiation Committee for time spent during regular working hours in negotiations with the Employer, up to a total aggregate of seventy-five (75) hours. This seventy-five hours is the total hours (not per Employee). Any pay continued beyond the foregoing amount shall be billed monthly to ONA and ONA shall reimburse the Employer for such hours within thirty (30) days of being so billed.
- 7.06 The Union further agrees that they will not conduct Union business either on the premises of the Employer 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 Employer. Such approval will not be unreasonably withheld.
- 7.07 (a) Any notices required to be given to the Employer under this Agreement shall be delivered to the Executive Director or designate.
- (b) Any notices required to be given to the Union under this Agreement shall be delivered to the Bargaining Unit President.
- 7.08 (a) 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 Employer. For clarity, a Labour Relations Officer from the Ontario Nurses' Association and/or a human resources designate on behalf of the Employer will not be counted towards the above two (2) representatives from each party.
- (b) The Committee shall meet quarterly unless otherwise agreed. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
- i) promoting and providing effective and meaningful communication of information and ideas,
 - ii) reviewing workload issues with a view to identifying trends and sharing organizational successes and solutions,

- iii) discussing and reviewing matters relating to orientation and in-service programs;

It is understood that the Committee shall not discuss grievances.

- (d) The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.

7.09

Occupational Health & Safety

It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The Employer shall provide orientation and training in health and safety to new and current Employees on an ongoing basis, and Employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of Employer and Employee under the Occupational Health and Safety Act.

(a) Joint Health and Safety Committee

- i) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst the bargaining unit Employees.
 - ii) At least one of the Employees representing workers under the Occupational Health and Safety Act, who are trained to be certified workers as defined under the Act, shall be from the Union.
 - iii) "A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's Employer shall pay the member for the time spent at the member's regular or premium rate as may be proper". ref: Occupational Health and Safety Act, Sec. 9 (36) "[This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified". ref: Sec 9 (37)
- (b) The Employer will notify the Bargaining Unit President and the Labour Relations Officer of the names of all ONA members who go off work due to a work related injury or when an employee goes on LTD.

The information provided will include:

- i) Date and type of injury;
 - ii) Current listing of ONA members on a rehabilitative return to work program;
 - iii) Current listing of all ONA members off for thirty (30) days or longer due to illness.
- (c) The Employer agrees to provide the ONA member with a copy of the Workers' Safety and Insurance Board Form 7 at the same time it is sent to the Board. Any follow up communication related to the information on the submitted Form 7 will also be provided to the ONA member.

ARTICLE 8 – PROFESSIONAL RESPONSIBILITY

8.01 The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. This provision is intended to appropriately address employee concerns relative to their workload issues in the context of their professional responsibility. In particular, the parties encourage nurses to raise any issues that negatively impact their workload, patient care, and the nurse's ability to meet College of Nurses (CNO) practice standards for Nurse Practitioners and registered nurses. Refer to Appendix 2, *Professional Responsibility Workload Report Form. (PRWRF)*.

In the event that the Employer assigns a number of patients or a workload to an individual nurse or group of nurses such that they have cause to believe that they are being asked to perform more work than is consistent with CNO standards, they shall:

- (a) i) At the time the workload issue occurs, discuss the issue within the Primary Care Team to develop strategies to meet patient care needs using current resources.
- ii) Failing resolution of the workload issue at the time of occurrence or if the issue is ongoing the nurse(s) will discuss the issue with her or his Manager or designate on the next day that the Manager (or designate) and the nurse are both working or within ten (10) calendar days whichever is sooner.

When meeting with the manager, the nurse(s) may request the assistance of a Union representative to support/assist her/him at the meeting.

- iii) Complete the Professional Responsibility Workload Report Form. The manager (or designate) will provide a written response on the *Professional Responsibility Workload Report Form* to the nurse(s) within ten (10) calendar days of receipt of the form with a copy to the Bargaining Unit President and Executive Director.

When meeting with the manager, the nurse(s) may request the assistance of a Union representative to support/assist her/him at the meeting.

- iv) If the workload issue is resolved and the PRWRF will be completed noting the resolution achieved and the actions taken.
 - v) Failing resolution, submit the *Professional Responsibility Workload Report Form* to the Labour Management Committee within twenty (20) calendar days from the date of the Manager's response or when she or he ought to have responded under (iii) above.
 - vi) The Chair of the Labour Management Committee shall convene a meeting of the Committee within fifteen (15) calendar days of the filing of the *Professional Responsibility Workload Report Form*. The Committee shall hear and attempt to resolve the issue(s) to the satisfaction of both parties.
 - vii) Failing resolution, by agreement of the parties, the support of the ONA Professional Practice Specialist will be accessed.
 - viii) Any settlement arrived at under Article 8.01 (a) iii), v) and or vi) shall be signed by the parties.
 - ix) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Labour Relations Officer(s), may attend meetings held between the Employer and the Union under this provision.
 - x) Any issue(s) lodged under this provision shall be on the form set out in Appendix 2.
- (b)
 - i) The parties agree to use the electronic version of the ONA/GRCHC Professional Responsibility Workload Report Form (PRWRF) at Appendix 2 of the Collective Agreement.
 - ii) The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8.

- iii) Electronic PRWRFs may be sent, via email, to the applicable Manager or designate.
- iv) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.

- 8.02 The Employer will notify the nurse when it reports her or him to the College of Nurses of Ontario, and refer them to the Union as a resource.
- 8.03 Should an employee, who is a Health Professional under the *Regulated Health Professions Act*, be required to provide her or his Regulatory College with proof of liability insurance, the Employer, upon request from the employee, will provide the employee with a letter outlining the Employer's liability coverage for Health Professionals in the Employer's employ.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

- 9.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitral.
- 9.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her or his union representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance. The Employer also agrees, as a good labour relations practice, in most circumstances it will also notify the local Union.
- 9.03 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.
- 9.04 A Grievance of a Nurse properly arising under this Agreement shall be adjusted and settled as follows:

It is the intent of the parties that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she or he has first given her or his immediate Leader/Director the opportunity of adjusting the complaint. Such complaint shall be discussed with her or his immediate supervisor within seven (7) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse. This discussion may include consultation, advice and assistance from others. If there is no settlement

within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days in the following manner and sequence:

Step No. 1

The nurse may submit a written grievance, through the Union, signed by the nurse, to the Leader/Director or designate. The grievance shall be on a form and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Leader/Director or designate will deliver her or his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her or him. Failing settlement, then:

Step No.2

Within nine (9) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to the Executive Director or designate. A meeting will then 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(s) of the Ontario Nurses' Union 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 she or he may desire at such meeting. The decision of the Employer shall be delivered in writing to the Labour Relations Officer and the local Union representative within nine (9) calendar days following the date of such meeting.

9.05

(a) Policy Grievance

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

A grievance by the Employer 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 claimed to be affected. A group grievance shall be filed at Step 1 of

the grievance procedure within nine (9) calendar days of the occurrence of the circumstances giving rise to the grievance.

9.06 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 Employer agrees to provide a probationary nurse with written reasons for her or his release within seven (7) days of such release, with a copy to the Local Union.

9.07 The Employer agrees to provide written reasons within 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 Employer at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected.

9.08 Failing settlement under the foregoing procedure, either party may submit the matter to arbitration within thirty-six (36) calendar days after the decision under Step 2 is given. If no written request for arbitration is received within such time frame, the Grievance shall be deemed to have been abandoned unless the parties expressly have agreed to an extension in writing.

The matter shall be determined by a sole arbitrator. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of a sole arbitrator. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the Labour Relations Act, including the power to

mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

Upon request of either party, the matter shall be determined by a three (3) person Board of Arbitration. The party requesting arbitration shall, at the time of notification of its decision to submit the difference or allegation to arbitration shall name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee. However, if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two (2) nominees, or the parties, if they have agreed not to utilize nominees shall attempt to select by agreement a chair of the arbitration board. If they are unable to agree upon such a chair within a period of fourteen (14) calendar days they shall then request the Minister of Labour for the Province of Ontario to appoint a chair. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- 9.09 The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 9.10 It is understood and agreed that the Union has carriage of any and all Union grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the nurses.
- 9.11 Union grievances shall be on the form set out in Appendix 1 and may be submitted electronically.
- 9.12 Unless otherwise agreed to, no matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.13 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48(16) of the *Labour Relations Act*.

ARTICLE 10 – SENIORITY

10.01 Probationary Period

Newly hired nurses shall be considered to be on probation for a period of seventy tours (525) hours worked from date of last hire. If retained after the probationary period, the full-time nurse shall be credited with seniority from date of last hire and the part-time nurse shall be credited with seniority for the 525 hours worked. With the written consent of the Employer, the probationary nurse and the Bargaining Unit President of the Local Union or designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Employer will advise the nurse and the Union of the basis of such extension with recommendations for the nurse's professional development.

The parties recognize that ongoing feedback about the nurse's progress is important to the probationary nurse.

10.02 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.

10.03 Seniority Lists

- (a) Seniority lists shall be prepared twice annually according to the records of the Employer as of June 30 and December 31. The seniority list shall be posted on a bulletin board provided by the Employer 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. Seniority on such lists will be expressed in terms of a date. It is understood 1950 paid hours equals one year.

The Employer will send a copy of the seniority list to the Union and to the Grievance Officer once it is posted.

- (b) A nurse's full seniority and service shall be retained by the nurse in the event that the nurse is transferred from full-time to part-time or in the event the nurse is transferred from casual to regular part-time or vice-versa. A nurse whose status is changed from full-time to part-time shall receive credit for her or his full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her or his full seniority and service on the basis of one year of seniority or service for each 1500 hours worked. Any

time worked in excess of an equivalent shall be pro-rated at the time of transfer. For the purpose of job posting competitions only, full-time or part-time seniority, once converted to a date, shall not precede the nurse's date of hire.

10.04 Deemed Termination

A full-time or regular part-time nurse shall lose all service and seniority and shall be deemed to have terminated if the nurse:

- (a) leaves of her or his own accord (resigns);
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for eighteen (18) calendar months;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate patient care, unless a satisfactory reason is given to the Employer;
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a satisfactory reason to the Employer;
- (f) fails to return to work upon expiration of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (g) fails upon being notified of a recall to signify her or his intention to return within ten (10) calendar days after she or he has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within thirty (30) calendar days after she or he has received the notice of recall or such further period of time as may be agreed upon by the parties.

10.05 Effect of Absence (Full-time)

If a nurse's absence without pay from the Employer including absences under Article 12, Leaves of Absence, exceeds thirty (30) continuous calendar days the nurse will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the nurse will become responsible for full payment of any subsidized Employee benefits in which she or he is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Employer to prepay the full premium of any applicable subsidized benefits

during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage. In circumstances where a full-time nurse is on an unpaid leave of absence in excess of thirty (30) calendar days and voluntarily works occasional tour(s) during the leave period, the nurse shall be deemed to have continued on unpaid leave.

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.

Notwithstanding this provision, seniority and service will accrue and the Employer will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 13.01 and for a period of up to thirty-five (35) weeks while a nurse is on parental leave under Article 13.01. 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 a parental leave under Article 13.01.

Note: the accrual of seniority and service on pregnancy and parental leave also applies to part-time nurses. This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.

10.06 Effect of Absence (Part-time)

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

10.07 Protection of Bargaining Unit Work

Employees who are not in the bargaining unit shall not perform work normally performed by members of the bargaining unit except for purposes of instruction or when bargaining unit employees are not available.

For clarity bargaining unit work shall be defined as all work for which Grand River Community Health Centre receives funding for.

10.08 Positions Outside the Bargaining Unit

- (a) An employee who is transferred temporarily to a position outside of the bargaining unit for a period of not more than three (3) months shall not suffer any loss of seniority, service or benefits.

An employee who is transferred temporarily to a position outside of the bargaining unit for a period of more than three (3) months, but not more than eighteen (18) months shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

The union will be provided notice prior to the commencement of the transfers mentioned above.

An employee must return and remain in the bargaining unit for a period of at least five (5) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

In the event that an employee is transferred temporarily to a position outside of the bargaining unit for a period in excess of eighteen (18) months or a permanent position outside of the bargaining unit, she or he will lose all seniority held at the time of transfer.

- (b) An employee who accepts a transfer under (a) above will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

ARTICLE 11 – LAYOFF AND RECALL

11.01 Where the Employer 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 Employer agrees that Nurses shall be selected for lay off by the Employer 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 Employer, the factors in (b) are relatively equal.

11.02 Where a lay-off pursuant to this article is defined pursuant to the *Employment Standards Act, 2000*, as constituting termination of employment, the Employer 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.

- 11.03 Where, in advance of the lay-off of a Nurse or Nurses, the Employer expects the lay-off to exceed eight (8) weeks in duration, the Employer will, where possible, so advise the Union at least four (4) weeks prior to advising the Nurse(s) affected of their lay-off.
- 11.04 Where the Employer 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 Employer agrees that persons on lay off with recall rights shall be selected for recall by the Employer considering the following factors:
- (a) descending seniority; and
 - (b) skill, ability and qualifications.
- 11.05 Persons on lay-off with recall rights are entitled to apply for any vacancies in the bargaining unit arising out of a job posting.

ARTICLE 12 – JOB POSTING

- 12.01 (a) Where the Employer determines that a vacancy, which it expects to last for more than four (4) months, exists in the bargaining unit, the Employer shall post a notice of such available position for seven (7) calendar days. Nurses in the bargaining unit may apply for the posting during the seven (7) weekday 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 Employer shall select the successful applicant considering the following factors:
- seniority; and
 - skill, ability, and qualifications.
- (c) Where, in the opinion of the Employer, no applicant possesses the necessary skill, ability, and qualifications for the vacancy, the Employer will, select a Nurse by seniority from the applicants for training or may fill the vacancy from outside the bargaining unit.
- (d) The Employer shall have the right to fill any permanent vacancy which it determines exists on a temporary basis until the posting procedure is completed.
- (e) It is understood that the Employer may backfill 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.

- (f) Where in the circumstances an employee who commences a pregnancy leave of absence, and declares upon commencement of that leave that they will choose extended parental leave, the leave shall be deemed to be for a period of eighteen (18) months in duration, and the position shall be posted accordingly. Where no such declaration is made and subsequently the employee elects to extend the parental leave the employer shall not be required to re-post the position for the extended portion of the leave of absence

ARTICLE 13 – LEAVE OF ABSENCE

13.01 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 Employer as vacation pay or holiday pay, in the twenty-six weeks before the workweek in which the pregnancy or parental leave commenced, divided by one hundred and thirty and multiplied by the number of weekdays (excluding paid holidays) covered by the pregnancy or parental leave.
- (c) The service requirement for eligibility for SUB payments shall be twenty-six (26) weeks. On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an Employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act, 1971*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty percent (80%) 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 Employment Insurance waiting period, and receipt by the Employer of the Employee's Employment Insurance remittance statement as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the Employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Employee'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.

- (d) The service requirement for eligibility for SUB payments shall be twenty-six (26) weeks. On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an Employee 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 equivalent to the difference between eighty percent (80%) of her/his regular weekly earnings and the sum of her/his weekly Employment Insurance Benefits and other earnings. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Employer of the Employee's Employment Insurance remittance statement as proof that she/he is in receipt of Employment Insurance Benefits for a maximum period of fifteen (15) weeks. The Employee's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/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.

- (e) An adoptive parent may claim the SUB-top-up as outlined under 13.01 (c) and 13.01 (d) during his/her parental leave. The adoptive parent must be in receipt of Employment Insurance Benefits to receive the SUB-top-up.
- (f) Where an employee elects to receive parental leave benefits pursuant to Section 12 (3) (b) (ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12 (3) (b) (i) of the *Employment Insurance Act*.

13.02 Personal Leave of Absence

Upon application by a Regular Full Time Nurse or Regular Part-Time Nurse, the Employer may, in its sole discretion, grant an unpaid leave of absence. The Employer 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 Employer grants any such request in excess of five (5) days, the Nurse shall be responsible for pre-paying, monthly in advance, the full cost of their benefit participation under Article 17.01 should she wish to continue her participation during the leave.

- (a) A leave of absence without pay, for the purpose of furthering professional nursing career development relating to the work performed on behalf of the Employer, may be granted on a written application, at least eight (8) weeks in advance, by the Regular Full-time Nurse to the Leader/Director which shall be considered in the Leader/Director's sole discretion. Such consideration shall not be arbitrary.
- (b) In each calendar year, each Regular Full-time Nurse may be granted a leave of absence without loss of regular earnings, upon application in writing at least four (4) weeks in advance, to attend educational courses, to pursue approved self-directed study or to attend to Graduate studies, relating to the work performed on behalf of the Employer, as provided for below, for up to seventy-five (75) hours for Full-time Nurses.
- (c) For leaves pursuant to clause (b), above, the Employer may reimburse tuition/enrolment costs, educational material expenses, travel expenses, accommodation expenses, and meal expenses, all in accordance with its policies existing at the time of the leave. Such a request shall not be unreasonably denied.
- (d) For the purpose of clause (b), above, the Employer will consider written requests from Nurses to use a portion of the time provided for in clause (b), above, for self-directed study where:
 - (i) The proposed self-directed study involves a topic that is directly related to client service provided by Nurses to patients of the Employer;
 - (ii) The proposal sets out the key learning objectives of the self-directed study;
 - (iii) The proposed self-directed study includes:
 - (A) a presentation of at least twenty (20) minutes duration at a Clinical Team Meeting or Lunch and Learn sharing the results of the self-directed study related to the key learning objectives; or
 - (B) the circulation to the Clinical Team of a written précis summarizing the results of the self-directed study related to the key learning objectives.

Where the Employer approves a self-directed study request, it shall advise the Nurse in writing and shall state the amount of time authorized for the self-directed study and whether a presentation or a précis is to be delivered.

13.03 Jury Duty, Court Attendance and Tribunal Hearings

- (a) An Employee served with a jury notice or with a subpoena requiring attendance at a court or tribunal shall, as soon as possible, notify his/her immediate Manager.
- (b) An Employee required to serve on jury duty or spend time attending a tribunal under subpoena or for a case in which the Crown is a party or as a witness at an inquest, or as a witness in a case arising out of her/his employment, or as a witness at a hearing of a Regulatory College of Ontario shall be granted leave and paid pursuant to (d) below.

It is understood that such Employee will furnish to his/her immediate Manager a written statement from a proper public official or the solicitor or counsel of the party on whose behalf he/she is subpoenaed, certifying as to the date and time of his/her court attendance and the amount of remuneration received.

In addition, the Employee will pay to the Employer the amount of any remuneration other than mileage and meal allowances.

- (c) Where the Employer requires an Employee to attend any meetings with the Employer in preparation for a case which either arises from an Employee's employment with the Employer or otherwise involves the Employer, the Employer will endeavour to schedule such meetings during the Employee's regularly scheduled hours of work. If the Employee is required to attend such meetings outside of her or his regularly scheduled hours, the Employee shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay.
- (d) An Employee required to serve as above shall not lose regular pay because of attendance. Employees will normally come to work during those scheduled hours of the day shift that she is not required to attend as above provided that it is longer than half ($\frac{1}{2}$) the schedule shift.
- (e) In the event that an Employee is scheduled to work on or after 1500 hours, she shall not be required to attend jury duty and then report for duty the same day.

13.04 Union Leave of Absence

Leave of absence without pay shall be granted to Employees selected by the Union to attend Union conventions or conferences, or Union business, provided that:

- (a) No more than two (2) Nurses are absent on such leave at any time;
- (b) No more than forty-five (45) aggregate days of such absence shall occur in any calendar year; and
- (c) The operations of the Centre are not affected by the absence.

Such request is to be made fourteen (14) calendar days in advance, where practicable, in writing by the Union. Such leave will not be unreasonably denied. The Employer will replace any Employee who is on leave for Union business by another Employee covered by the Collective Agreement. During such leave of absence, an Employee's salary and applicable benefits or percentage in lieu of benefits shall be maintained by the Employer and the local Union agrees to reimburse the Employer, where possible, within 30 days of receipt of invoice in the amount of the salary of the Employee. Employees will receive service and seniority credit for all leaves granted under this Article.

13.05 ONA Board of Directors

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. Upon request such leave(s) of absence as she or he may require to fulfil the duties of the position. Notwithstanding Article 10.05 & 10.06, there shall be no loss of seniority or service for a nurse during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 13.05 above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and 19% of salary in lieu of applicable benefits.

13.06 Leave, President, ONA

Upon application in writing by the Union on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 10.05 & 10.06, there shall be no loss of service or seniority for a nurse during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the

Ontario Nurses' Association. The nurse agrees to notify the Employer of her or his intention to return to work at least eight (8) weeks prior to the date of such return.

Notwithstanding the above, the Employer and the Union may make alternate arrangements in respect to salary and benefit continuation.

13.07 ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Articles 10.05 & 10.06, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least eight (8) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

13.08 Bereavement Leave

- (a) Bereavement leave of absence of five (5) days, will be granted to an employee 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. "Immediate Family" includes spouse, child, step-child, and parent.
- (b) Bereavement leave of absence of three (3) days, will be granted to an employee upon the death of the Nurse's grandchild, grandparent or sibling. 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.
- (c) Bereavement leave of absence of one (1) day will be granted to an employee upon the death of the Nurse's brother-in-law, sister-in-law, mother-in-law, father-in-law, niece, nephew, spousal grandparent, aunt or uncle. 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.

13.09 Family Medical Leave

A request for Family Medical Leave will be granted in accordance with the ESA. An Employee who is on Family Medical Leave shall continue to accumulate seniority and service and both the Employer and the Employee will continue to pay their respective shares of the benefit and pension premiums in which the Employee is participating during the leave.

The Employee shall be reinstated to her or his former position.

ARTICLE 14 – PAID HOLIDAYS

14.01 (a) The Employer recognizes the following as paid holidays:

New Years Day	Civic Holiday (1 st Monday in August)
Family Day	Labour Day
(3rd Monday in February)	Thanksgiving Day
Good Friday	Remembrance Day (November 11)
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

(b) In addition to the holidays set out above, each regular full-time Nurse shall be granted two (2) floating holidays in each calendar year to be taken at a time mutually agreeable to the Employer and the regular full time Nurse, the first to be taken between January 1 and June 30 and the second to be taken between July 1 and December 31. Floating holidays may not be carried forward.

Effective April 1, 2024, one floating holiday noted above shall be converted to the fixed statutory holiday, specifically Remembrance Day (November 11). Each regular full-time Nurse shall be granted one (1) floating holiday in each calendar year to be taken at a time mutually agreeable to the Employer and the regular full time Nurse. Floating holidays may not be carried forward.

14.02 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.

14.03 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 Employer.

14.04 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.

- 14.05 Where a paid holiday under Article 14.01 falls on a Saturday or a Sunday, the Employer shall designate an alternative day 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*.

ARTICLE 15 – VACATIONS

- 15.01 (a) All regular Full-time Nurses who have completed less than one (1) year of employment prior to April 1 in a year shall accrue 1.67 days per month from date of hire to a maximum of 20 days, which shall be pro-rated based on the Nurse's regular scheduled hours of work against a thirty-seven and a half (37.5) hour week at the time the vacation is taken.
- (b) All regular full-time Nurses who have completed one (1) year of employment but less than seven (7) 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-seven and a half (37.5) hour week at the time that the vacation is taken.
- (c) All regular full-time Nurses who have completed seven (7) years of employment but less than twenty (20) 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-seven and a half (37.5) hour week at the time that the vacation is taken.
- (d) All regular full-time Nurses who have completed twenty (20) years or more of employment prior to April 1 in a year shall be entitled to six (6) weeks' vacation with pay which shall be prorated based on the Nurse's regular scheduled hours of work against a thirty-seven and a half (37.5) hour week at the time that the vacation is taken.
- (e) All regular part-time and casual nurses will receive vacation pay in addition to their hourly rate of pay for all hours paid in the following manner:
- 0 – 7 years – 4 week entitlement – 8%
 7 – 20 years – 5 week entitlement – 10%
 20+ years – 6 week entitlement – 12%
- 15.02 Vacation time may be taken at any time during the vacation year (which is April 1 to March 31). Regular Full-time Nurses and Regular Part-Time Nurses shall submit their vacation requests on a Vacation Request Form to the Employer as follows:

- (a) for vacation time commencing between April 1 and September 15, requests must be submitted no later than February 28;
- (b) for vacation time commencing between September 16 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 Employer's requirements as to sufficient availability of staff to meet the needs of the Employer'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 Employer's requirements as to sufficient availability of staff to meet the needs of the Employer's clients.

After the first year of full-time continuous service of employment, accrued vacation entitlement will be accessed at the beginning of each subsequent calendar year. An employee may request up to seven (7) days' vacation time prior to having accrued said time. In the event that a nurse has used more vacation time off than she/he has earned at the time when their employment is terminated, the Employer shall deduct from the nurses final pay applicable monies owing.

An employee may carry over up to seven days (7) of accrued vacation credits from one calendar year to the next. Employees may request additional carry over of vacation in exceptional circumstances. Such requests will not be unreasonably denied.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

16.01 The normal work week is thirty-seven point five (37.5) hours over five (5) days. Employees shall be entitled to a one half (0.5) hour unpaid lunch period taken at a time directed by the Employer. 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 Employer.

In the event that patient care programs (e.g. flu shot clinic, patient education sessions) are scheduled and require an Employee to work hours other than those listed above, such employee shall be given a minimum of two weeks' notice prior to the change in shift.

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. Should the Employer wish to make a change to the current schedule, a meeting shall occur with the Union to discuss the implementation of such schedule.

- 16.02 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 (1.5) times the Nurse's regular hourly rate of pay. The Employee may elect time off in lieu at the rate of time and one-half (1½) her regular rate of pay. The time off will be taken at a time which is mutually convenient to the individual and the Employer.
- 16.03 Schedules will be posted monthly.
- 16.04 An Employee who is called in and required to work outside his/her normal scheduled hours, other than those hours immediately prior to or after normal starting or quitting time, shall receive a minimum of four (4) hours pay at straight time or payment for the actual hours worked. It is agreed that there shall be no pyramiding of overtime or any premiums provided for in this agreement.
- 16.05 Flex Time
- Flex time is the ad hoc adjustment of scheduled hours. Flex time includes adjusting the Employee's daily work schedule such that lesser or increased hours alter the Employee's scheduled hours of work, but which worked hours shall total seventy-five (75) hours within a pay period.
- The approval of the flex time as requested by the Employee will be based on the operational requirements of the Employer and in consultation with the work team. Additional premiums shall not apply.
- 16.06 Accumulated Time
- In circumstances where the Employee wishes to work additional hours in a pay period, such Employee may do so upon written approval from the Employer. It is agreed that the additional hours will not exceed 44 hours in a week, in accordance with the *Employment Standards Act of Ontario* straight time hours of work limit. These hours would be considered as Accumulated time owing and would be used within a six month time frame. Accumulated time may not exceed 75 hours. It is agreed and understood that Accumulated Time may not be the subject of the grievance or arbitration procedure.
- 16.07 On Call
- A nurse who is required to remain available on call outside her or his regularly scheduled working hours to provide telephone advice, shall receive on call pay in the amount of three dollars and sixty-five cents (\$3.65) per hours for the period of on call scheduled by the employer. Where such on call duty falls on a paid holiday, the nurse practitioner shall receive on call pay in the amount of five dollars and fifteen cents (\$5.15) per hour.

Effective April 1, 2024, on call pay shall increase to three dollars and seventy-five cents (\$3.75) per hours or work for the period of on call scheduled by the employer. Where such on call duty falls on a paid holiday, the nurse shall receive on call pay in the amount of five dollars and twenty-five cents (\$5.25) per hour.

For clarity nurses who are required to be on call shall not be required to come into work during their period of on call.

Where a full-time or regular part-time nurse is called for telephone advice, such nurse shall receive one and one-half times their regular straight time hourly rate for a minimum of thirty (30) minutes. For clarity, this payment includes any additional work related to the call. This thirty (30) minute compensation will be considered compensation for all subsequent calls within that half hour. If the call and subsequent tasks related to the call is beyond thirty (30) minutes, one and one-half times their regular straight time hourly rate will be paid in increments of fifteen (15) minutes thereafter.

If a nurse is required to work more than one (1) hour during the hours of 2300 - 0700 while on call, the nurse may opt to use lieu time to delay the start of their scheduled shift if on the day same calendar day in one (1) hour increments.

When the employer requires a nurse to be on call they shall first ask for volunteers, such volunteers shall be scheduled in (weekly) rotation in order of seniority, with the senior employees being given the preference. If no volunteers come forward for the on call opportunities then the employer shall schedule nurses in order of seniority by weekly rotation, with the senior employee being given the preference.

Should at any time the rate for on call be increased for the Medical Doctors the nurse shall also be increased to the same level.

The employer shall supply all necessary equipment and phone plans required for nurses to be on call.

16.08 Evening Clinic Scheduling

Where evening clinic scheduled coverage is required, the Employer will first put out a request for volunteers. Where there are multiple volunteers, rotational seniority will be the deciding factor. Any remaining shifts shall be scheduled in rotational order beginning with the least senior employee. Evening clinic shifts shall be scheduled equitably.

Evening clinic schedules shall be posted two (2) weeks in advance to cover a four (4) week period.

ARTICLE 17 – HEALTH AND WELFARE BENEFITS AND PENSION

17.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible nurses in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Employer agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the Ontario Health Insurance Plan.
- (b) The Employer agrees to pay 80% of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the Manulife Semi-Private Plan or comparable coverage with another carrier.
- (c) The Employer agrees to contribute 85% of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the Manulife Plan or comparable coverage with another carrier providing for \$10 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions.

In addition to the standard benefits, coverage will include

- hearing aids (maximum \$300/person) per 36 months;
- vision care \$450 every 24 months per person with the ability to use coverage for laser surgery and one eye exam per insured person every 24 months;
- Drug Formulary 3.

Extended Health Care benefits include

- Chiropractic, Osteopathic, Massage Therapy, Physiotherapy, Naturopath, Acupuncturist, (\$1,200 per calendar year combined maximum, not to exceed \$450 per calendar year for any one service.)
- Speech therapist \$200/insured person annually;
- Coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Workers (MSW) with \$800.00 maximum annually.

Pay Direct Drug Cards will be provided for each insuree.

- (d) The Employer agrees to contribute 75% of the billed premium towards coverage of eligible nurses in the active employ of the Employer under the group life insurance plan currently in effect. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the nurse is entitled.

- (e) The Employer agrees to contribute 80% of the billed premiums towards coverage of eligible nurses or comparable coverage with another carrier; based on the current ODA fee schedule and provide for recall oral examination to be covered once every nine (9) months; complete and partial dentures at 50/50 co-insurance to \$1000 maximum per person annually, major restorative services at 50/50 co-insurance to \$2500 maximum per person annually and orthodontics 50/50 co-insurance with \$2500 maximum per insured lifetime providing the balance of the monthly premiums are paid by the Employees through payroll deductions.
- (f) For purposes of health and welfare benefits under Article 17.01, dependent coverage is available to the nurse, to cover her or his same sex-partner and their dependents, in accordance with the terms and conditions of the plans.

For those Employees transferring from part-time to full-time, there will be no waiting period for benefits, except as provided by the plan, if the part-time Employee has over 450 hours worked. Where the nurse has not worked more than 450 hours, she or he will be given credit for those hours worked from the date of hire.

Nurses who retire between the ages of 55 and 65 may, at the member's sole discretion, maintain benefits as outlined in the plan.

- 17.02 The Employer shall provide each Employee with information booklets outlining all the current provision of the insured benefit plans. Upon request, the Employer will make the Plans available to the Union for inspection.
- 17.03 All present nurses enrolled in the Employer's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New nurses and nurses employed but not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.

ARTICLE 18 – SHORT TERM AND LONG TERM DISABILITY BENEFIT

- 18.01 The Employer will assume total responsibility for providing and funding a short-term sick leave plan.

Full time Employees have 10 days (75 hours) sick leave paid at 100% of gross salary. Any time required beyond this timeframe falls into the Short term disability program which provided 65 days (487.5 hours) at 80% of the gross salary.

- 18.02 (a) During any period of vacation, if an Employee experiences any of the following:

- A death for which bereavement leave would be granted;
- Hospitalization, for which a physician's certificate is provided;
- Sickness of more than three (3) days and for which a physician's certificate is provided;
- Jury or witness duty, court attendance and tribunal hearings.

Then that portion of the vacation will be deducted from sick leave, jury or witness duty, court attendance, and tribunal hearings leave or bereavement leave rather than vacation leave.

18.03 Long Term Disability

The Employer will continue to provide a Long term Disability plan and pay 75% of the premium towards coverage for full-time Employees under the Long-term Disability Plan.

The Employer shall maintain the extended health and dental benefits of an Employee who is receiving long term disability benefits for twenty-four (24) months from the original date of illness or injury provided that the Employee provides payment of their share of the benefit premium.

- 18.04 Any dispute which may arise concerning a nurse's entitlement to short-term benefits plan may be subject to grievance and arbitration under the provisions of this Agreement. The Union agrees that it will encourage a nurse to utilize the carrier's medical appeals process, if any, to resolve disputes.

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 Employer will grant such access requests twice per calendar year and may grant more than two such requests per calendar year.

- 19.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for one year. Leaves of absence in excess of sixty (60) continuous calendar days will not count towards either period referenced above.

- 19.03 Prior to effecting any changes in rules or policies or scheduling practises which affect nurses covered by this Agreement, the Employer will discuss the changes with the Union and provide copies to the Union.

- 19.04 It is understood that the Employer may engage in a process of formal performance appraisal of Nurses in its employ. Where the Employer 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 Employer or between the Parties and cannot, 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.
- 19.05 The Employer shall provide the Union with access to a bulletin board located in a non-public area of the Employer designated by the Employer. 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.
- 19.06 Where the Employer requires a Nurse to travel between Employer locations or on specifically approved Employer business using their own car the Employer's policy, as amended from time to time, will apply.
- 19.07 The Employer agrees to provide locked filing cabinet for the Bargaining Unit President if available.

ARTICLE 20 – WORKPLACE VIOLENCE

- 20.01 The Employer recognizes the potential for violence in the workplace. The Employer will take every reasonable effort to identify all potential sources of such risk to eliminate or minimize such incidents through the workplace violence and harassment prevention program. The Employer will not tolerate any type of violence within the workplace or during work-related activities. The Employer is committed to allotting whatever time, attention authority and resources necessary to ensure a safe and healthy work environment for all Nurses. The Employer will take every reasonable precaution to protect the Nurse from physical injury in the case where domestic violence may be a risk.
- 20.02 (a) Workplace violence is defined as:
- The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker. An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker. A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker in a workplace that could cause physical injury to the worker.

(b) Violence Policies, Measures and Procedures

The Employer agrees to develop, maintain, implement and ensure compliance with formalized policies and procedures updated and amended in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policies will address prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees and supervisors.

(c) Notification to the Union

The Employer will inform the Union and the JHSC within three (3) days of any ONA member who has been subjected to violence while performing his/her work. Such information, providing details set out in Section 5 of the Regulation for Health Care and Residential Establishments, shall be submitted in writing to the Union as soon as possible but in no case longer than four (4) days of becoming aware. For critical injuries the employer will notify the Joint Health and Safety Committee and the Union immediately and in writing, providing details set out in Section 5 of the Regulation for Health Care and Residential Establishments within 48 hours.

(d) Function of Joint Health and Safety Committee

The Employer will report all incidents of violence to the Joint Health and Safety Committee (JHSC) for review.

(e) Training

The Employer agrees to provide mandatory paid education, training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated annually.

For ONA members required to work in the community this training will include instruction in guidelines for community safety and will be provided during the orientation period and updated annually to the unit/service area.

(f) The Employer and the Union recognize the Employer's obligation under Section 25 (2) (h) to take every precaution reasonable to protect employees and Section 32.0.5 (3) of the *Occupational Health and Safety Act* to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent behaviour.

The Employer, in consultation with the JHSC or health and safety representative, shall develop and implement an effective written measure and procedure to put in place a visible and electronic warning system for all employees who may be exposed to patients who have a history of violent behavior. Such a system shall include flagging measures such as:

- i) Information about individual patient behaviours, triggers and interventions;
 - ii) Intake checklist;
 - iii) Computerized record of patient's history of violence;
 - iv) Readily visible signage on the outside of the patient chart;
 - v) Visible notation on the face sheet of the patient chart;
 - vi) The development of measures and procedures for employees to summon immediate assistance.
- (g) The employer, in consultation with the JHSC or health and safety representative, shall develop and implement effective control measures and procedures for employees who witness, or become aware of assaults or are assaulted.
- (h) Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

- (i) Damage to Personal Property

The Employer will provide reimbursement for replacement of damages incurred to the employee's personal property, such as eyeglasses, contact lenses or other prosthesis, etc. ripped uniforms, personal clothing, as a result of being assaulted while performing his/her work.

The employee will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

ARTICLE 21 – SALARY AND CLASSIFICATIONS

- 21.01 The Employer agrees to pay at least the wage rates attached hereto as Appendix "A" which forms part of this Agreement.
- 21.02 During the term of this agreement should the Employer create any new position within the jurisdiction of the bargaining unit which does not fall within the categories contained in Appendix "A", the appropriate rate of pay for such position shall be discussed by the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, the dispute shall be resolved in accordance with the grievance and arbitration provisions of this agreement.
- 21.03
- (a) Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for related experience will be retroactive to the nurse's date of hire, or at date of submission if documentation is not received within 30 days of hire. The nurse shall co-operate with the Employer by providing verification of previous related experience so that her or his related clinical experience may be determined and evaluated during her or his probationary period. Having established the recent related clinical experience, the Employer will credit a new nurse with one (1) annual service increment for each year of experience (for part-time nurses, experience will be calculated pursuant to the formula set out in Article 10.03) up to the maximum of the salary grid.
 - (b) In addition to (a) above, where a RN has acquired an NP certificate of registration and has accepted an NP position, the Employer will recognize recent related RN experience on the basis of one (1) annual increment for each two (2) years of service up to a maximum of Year 3 of the wage grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service.
 - (c) In addition to (a) and (b) above, where an RPN has acquired an RN certificate of registration and has accepted an RN position, the Employer will recognize recent related RPN experience on the basis of one (1) annual increment for each two (2) years of service up to a maximum of Year 3 of the wage grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service.

NOTE: For greater clarity, recent related experience includes related nursing experience out of province and out of country.

21.04 Grid Progression

- (a) Each full-time Employee automatically progresses on the grid on her/his anniversary/adjusted anniversary date. With the exception of Pregnancy and Parental Leave under the *Employment Standards Act*, the anniversary date shall be adjusted in the event the Employee is absent from work in excess of 30 calendar days.
- (b) Part-time and casual Employees shall advance on the salary grid in Schedule "A" on the basis of one (1) year is equivalent to fifteen hundred (1500) paid hours.
- (c) A full time Employee who transfers to part time or casual or vice versa within the same classification will assume her same level on the salary grid as at the time of transfer.

21.05 Pay day shall be bi-weekly. Payroll will be issued by direct deposit. Pay stub information will be provided to each Employee and will include the balance of vacation time and compensating time up to date, subject to systems limitations and common data base.

ARTICLE 22 – DURATION OF AGREEMENT

22.01 This Agreement shall be for a period commencing the 1st day of April, 2023 and ending the 31st day of March, 2026.

22.02 Either party to the Agreement may, within the period of ninety (90) days before the Agreement ceases to operate, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modifications, of the Agreement then in operation or to the making of a new Agreement.

22.03 Negotiations with respect to the renewal of this Agreement shall commence within thirty (30) days of such notice unless otherwise agreed to.

Dated at Brantford, Ontario, this 15th day of May, 2023.

FOR THE EMPLOYER

FOR THE UNION

Peter Szota

Adele Churchill
Labour Relations Officer

Christopher Savard
Bargaining Unit President

SCHEDULE A – SALARIES**CLASSIFICATION**

Nurse Practitioner	Current	Effective April 1, 2023 (2%)	Effective April 1, 2024 (2%)	Effective April 1, 2025 (2%)
Start	\$52.13	\$53.17	\$54.23	\$55.31
1 Year	\$53.90	\$54.98	\$56.08	\$57.20
2 Years	\$55.69	\$56.80	\$57.94	\$59.10
3 Years	\$57.46	\$58.61	\$59.78	\$60.98
4 Years	\$59.23	\$60.41	\$61.62	\$62.85
5 Years	\$61.02	\$62.24	\$63.48	\$64.75
6 Years	\$62.82	\$64.08	\$65.36	\$66.67

RN	Current	Effective April 1, 2023 (2%)	Effective April 1, 2024 (2%)	Effective April 1, 2025 (2%)
Start	\$34.92	\$35.62	\$36.33	\$37.06
1 Year	\$36.09	\$36.81	\$37.55	\$38.30
2 Years	\$37.32	\$38.07	\$38.83	\$39.61
3 Years	\$38.51	\$39.28	\$40.07	\$40.87
4 Years	\$39.69	\$40.48	\$41.29	\$42.12
5 Years	\$42.37	\$43.22	\$44.08	\$44.96
6 Years	\$43.55	\$44.42	\$45.31	\$46.22

Nurse Practitioner – Addictions Outreach/Addiction Clinic	Current	Effective April 1, 2023 (2%)	Effective April 1, 2024 (2%)	Effective April 1, 2025 (2%)
Start	\$49.14	\$50.12	\$51.12	\$52.14
1 Year	\$50.81	\$51.83	\$52.87	\$53.93
2 Years	\$52.49	\$53.54	\$54.61	\$55.70
3 Years	\$54.17	\$55.25	\$56.36	\$57.49
4 Years	\$55.83	\$56.95	\$58.09	\$59.25
5 Years	\$57.51	\$58.66	\$59.83	\$61.03
6 Years	\$59.21	\$60.39	\$61.60	\$62.83

The Parties agree that, should the Provincial Government pursuant to the recent Provincial budget announcement direct the implementation of recruitment and retention

funding specific to the Primary Care Sector, GRCHC will apply to receive such funding, and once funding allocation to GRCHC is confirmed, the Centre agrees to meet within one (1) month following receipt of notification of Ministry funding with the Union to discuss the allocation of the monetary direction to be applied to wages and benefits associated with such funding. It is further agreed that the parties will sign an addendum to the collective agreement applying the increases to the wage grid.

APPENDIX 1 – O.N.A. GRIEVANCE FORM

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO GRIEVANCE REPORT / RAPPORT DE GRIEF			
ONA LOCAL SECTION LOCALE DE L'AIIO	EMPLOYER EMPLOYEUR	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. N° DU GRIEF	2.	
		3.	
<p style="text-align: center; margin-top: 0;">NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT</p>			
<p style="text-align: center; margin-top: 0;">SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ</p>			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP DE L'AIIO:	
STEP ONE PREMIÈRE ÉTAPE 	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:
	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR		
STEP TWO DEUXIÈME ÉTAPE 	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:
	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR		
STEP THREE TROISIÈME ÉTAPE 	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:
	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR		
<small>ON-09 REV. 01/2000 DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE</small>			

APPENDIX 2 – PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS

ONA NURSE PRACTITIONER PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM

SECTION 1: GENERAL INFORMATION

Name(s) of Employee(s) Reporting (Please Print)

Employer: _____

Date of Occurrence: Day | Month | Year | Time: Hours of Work

Name of Supervisor/Manager: _____ Date: Day | Month | Year
Time notified:

SECTION 2: STAFFING/ WORKING CONDITIONS

In order to effectively resolve workload issues, please provide details about the working conditions **at the time of occurrence** by providing the following information:

Regular Staff #: MD/NP RN/ RPN Clerical/IT support Other
Actual Staff #: MD/NP RN/ RPN Clerical/IT support Other

New/Novice Staff: Yes ☐ No ☐ How many?
Overtime: Yes ☐ No ☐ If yes, how many staff?

Breaks: _____

At the time of the occurrence, the planned workload was:	# Planned	# Actual	Time Planned	Actual Time
Scheduled appointments				
Conferences/meetings etc.				
Documentation/administration				
New Patient Assessment				
Inservice/Education				
Travel (# of trips)				
Other (e.g. giving a presentation, etc.)				

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:

Absence/Emergency Leave ☐ Sick Call(s) ☐ Vacancies ☐ Off unit ☐
 Supervisor/Management Support available on site? Yes ☐ No ☐

SECTION 3: PATIENT/CLIENT CARE FACTORS CONTRIBUTING TO THE OCCURRENCE

Please check off the factor(s) you believe contributed to the workload issue and provide details:

☐ Change in client acuity/complexity (psy/phy/soc). Please specify:

☐ Consultation with MD/Delay _____

☐ # of Clients _____ ☐ Telemedicine _____

☐ Advanced scope of practice/client advocacy _____

☐ Abnormal diagnosis/laboratory follow-up: _____ (#) _____

☐ Documentation _____ ☐ Safety in Jeopardy (please specify) _____

☐ Language interpretation _____

☐ Consultation by _____ (telephone/onsite/etc.)

☐ Unanticipated clients/uncontrolled variables. Please specify:

☐ Lack of/malfunctioning equipment. Please specify:

☐ Non-nursing/administrative duties. Please specify:

☐ Weather

☐ Travel/distance

☐ Other: (e.g. Student supervision, mentorship, etc.) Please specify:

SECTION 4: DETAILS OF OCCURRENCE

Provide a concise summary of the occurrence and how the occurrence affected your practice workload:

Provide/identify the CNO standard(s)/practice guidelines, including the Nurse Practitioner Practice Standard, or organization/employer policies that are believed to be at risk:

Is this an: Isolated incident? ☐ Ongoing problem? ☐ (Check one)

SECTION 5: REMEDY

(A) At the time the workload issue occurred, did you discuss the issue within the team/manager/supervisor.

☐ Yes ☐ No

Provide details:

Was it Resolved? Yes ☐ No ☐ _____

(B) Failing resolution at the time of the occurrence, did you seek assistance from the person designated by the employer as having responsibility for timely resolution of workload issues? Yes ☐ No ☐

Please provide discussion details including name of individual(s): _____

Was it resolved? Yes ☐ No ☐

(C) Did you discuss the issue with your manager/supervisor (or designate) on her or his next working day?

Yes ☐ No ☐

Please provide details: _____

Was isolated incident resolved? Yes ☐ No ☐

If an ongoing issue, was the complete issue resolved? Yes ☐ No ☐

Were measures implemented to prevent a re-occurrence? Yes ☐ No ☐

Please provide details:

SECTION 6: RECOMMENDATIONS

Please check-off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

- | | | |
|---|--|---|
| <input type="checkbox"/> Inservice | <input type="checkbox"/> Preceptorship | <input type="checkbox"/> Review NP/patient ratio |
| <input type="checkbox"/> Increase NP Staffing | <input type="checkbox"/> Adjust Physician Hours | <input type="checkbox"/> Review Policies & Procedures |
| <input type="checkbox"/> Change Start/Stop times of shift(s). Please specify: _____ | | |
| <input type="checkbox"/> Flexibility with appointments and scheduling | <input type="checkbox"/> Replace sick calls, vacation, paid holidays, other absences | |
| <input type="checkbox"/> Perform Workload Measurement Audit | | |
| <input type="checkbox"/> Change Physical Layout | <input type="checkbox"/> Increase Staffing (Specify) _____ | |
| <input type="checkbox"/> Equipment. Please specify: _____ | <input type="checkbox"/> Other: _____ | |

SECTION 7: EMPLOYEE SIGNATURES

Signature: _____	Phone # / Personal E-mail: _____
Signature: _____	Phone # / Personal E-mail: _____

SECTION 8: MANAGEMENT COMMENTS

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable.

Management Signature: _____ Date: [Click here to enter a date.](#)

Date response to the employee: [Click here to enter a date.](#) Date response to the union: [Click here to enter a date.](#)

Copies: (1) Manager/Chief Nursing Officer (or designate) (2) ONA Representative (3) NP (4) LRO

<p style="text-align: center;">ONA NURSE PRACTITIONER PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM GUIDELINES AND TIPS ON ITS USE</p>
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The parties agree that client care is enhanced if concerns relating to professional practice are resolved in a timely and effective manner. The parties will utilize a problem-solving process focusing on collaborative solutions at the earliest opportunity. This report form provides a tool for documentation to facilitate discussion and to promote a problem solving approach. ONA may use this information for statistical purposes and noting trends across the province.

THE FOLLOWING IS A SUMMARY OF THE PROBLEM SOLVING PROCESS. PRIOR TO SUBMITTING THE WORKLOAD REPORT FORM, PLEASE FOLLOW ALL STEPS AS OUTLINED IN THE CNO STANDARDS AND/OR APPLICABLE COLLECTIVE AGREEMENTS.

PROBLEM SOLVING PROCESS

- 1) At the time the workload issue occurs, discuss the matter within the program to develop strategies to meet client care needs using current resources. If necessary, using established lines of communication, seek immediate assistance from an individual identified by the Employer (e.g. co-ordinator/supervisor) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload issue at the time of the occurrence, discuss the issue with your Executive Director/Administrator or Manager (or designate) on his or her next working day.
- 3) If no satisfactory resolution is reached during steps (1) and (2) above, then you may submit a Professional Responsibility Workload Report Form to the Union-Employer Committee within the specified number of days of the alleged improper assignment.
- 4) The Union-Employer Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- 5) If the issue is not resolved at the meeting in (4) above, the LRO shall attend a meeting with Management and attempt to resolve the complaint. Failing resolution, the LRO will request a Professional Practice Specialist to attend a follow up meeting.
- 6) If outlined in your Collective Agreement, the form may be forwarded to an Independent Assessment Committee within the requisite number of days of the meeting in (5) above, if outlined in your collective agreement.
- 7) The Union and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure. The Union and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.

TIPS FOR COMPLETING THE FORM

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) You should report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5) Identify the CNO NP standards/practice/guidelines/policies and procedures you believe to be at risk. College of Nurses Standards can be found at www.cno.org.
- 6) Do not, under any circumstances, identify clients/patients/residents.

ONA – COMMUNITY PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM

SECTION 1: GENERAL INFORMATION

Name(s) Of Employee(s) Reporting: (Please Print) _____
 Employer: _____/Branch _____ Team/Area/Program: _____
 Date Of Occurrence: _____ Start Time: _____ Duration Time: _____
 Hrs Wkd _____ On Call/Ext. Hrs _____ Supervisor(at time of occ.) _____ Date/Time Submitted: _____

SECTION 2: DETAILS OF OCCURRENCE

Provide a concise summary of how the occurrence affected your practice/workload: _____

Check one: Is this an isolated incident? _____ An ongoing problem? _____ (Check one)

SECTION 3: CLIENT CARE AND OTHER CONTRIBUTING FACTORS TO THE OCCURRENCE

Please check off the factor(s) you believe contributed to the workload issue:

- | | | |
|---|---|---|
| <input type="checkbox"/> Change in client acuity (psy/phy/soc) Provide details: _____ | <input type="checkbox"/> # of Admissions _____ | <input type="checkbox"/> Unanticipated Assignment /uncontrolled variables (specify) _____ |
| <input type="checkbox"/> Visitors/Family members | <input type="checkbox"/> # of Discharges _____ | <input type="checkbox"/> Incomplete Referral Information |
| <input type="checkbox"/> Bed Shortage (hosp./LTC) | <input type="checkbox"/> Safety in jeopardy (specify) _____ | <input type="checkbox"/> Other (specify) _____ |
| <input type="checkbox"/> Client census at time of occurrence _____ | <input type="checkbox"/> Lack of / malfunctioning equip.(specify) _____ | |
| <input type="checkbox"/> Non-Nursing Duties: (specify) _____ | <input type="checkbox"/> Weather _____ | |
| | <input type="checkbox"/> Travel / Distance _____ | |

SECTION 4: STAFFING/WORKING CONDITIONS

In order to effectively resolve workload issues, please provide details about the working conditions at the time of occurrence by providing the following information:

Regular Staff: RN _____ RPN _____ Clerical Support _____ IT Support _____
Actual Staff: RN _____ RPN _____ Clerical Support _____ IT Support _____
Junior Staff Yes _____ No _____ How many? _____
RN Staff Overtime: Yes _____ No _____ If yes, how many staff? _____ Total Hours _____
Breaks: **Meal Period:** Missed _____ Late _____ Taken _____
Rest Period: Missed _____ Late _____ Taken _____

At the time of the occurrence, the planned workload was:	#Planned	Actual #	Time Planned	Actual Time
Home Visits/ School Visits/ Clinics				
Case Conferences/Team Meetings etc.				
Documentation/ Administration (i.e. phone, paperwork, supplies)				
Inservice / Education				
Travel (number of trips)				
Other (i.e. giving a presentation etc.)				

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply: Absence/Emergency Leave ☐ Sick Call(s) ☐ Vacancies ☐

SECTION 5: REMEDY

(A) At the time the workload issue occurred, did you discuss the issue within the team/branch/program?

Yes ☐ No ☐ Provide Details: _____Was it resolved? Yes ☐ No ☐(B) Failing resolution at the time of the occurrence, did you seek assistance from the person designated by the employer as having responsibility for timely resolution of workload issues? Yes ☐ No ☐

Did the designated person with whom you discussed the occurrence provide guidance?

Yes ☐ No ☐ Provide Details: _____Was it resolved? Yes ☐ No ☐

(C) Did you discuss the issue with your manager (or designate) on her/his next working day?

Yes ☐ No ☐ Provide details: _____Was isolated incident resolved? Yes ☐ No ☐If an ongoing problem, was entire issue resolved? Yes ☐ No ☐Were measures implemented to prevent re-occurrence? Yes ☐ No ☐

Provide Details: _____

If staff made available, please identify the number of staff provided, their category and the amount of time they were available for:

Category (CM,RN,RPN,PHN,PSW,Clerk etc.)	Amount of time Staff available	Orientation to Branch Required	
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		State Orientation time (min/hrs)	

SECTION 6: RECOMMENDATIONS

Please check-off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

- ☐ Inservice
☐ Change physical lay-out
☐ Caseload review for acuity/activity
☐ Equipment (Please specify) _____
☐ Other: _____
- ☐ Orientation
☐ Float/casual pool
☐ ↑ RN/CM staffing
☐ ↑ support staffing
- ☐ Review nurse/patient ratio
☐ Review policies & procedures
☐ Perform Workload Measurement Audit

SECTION 7: EMPLOYEE SIGNATURES

I/We request these concerns be forwarded to the Employer-Association Committee.

Signature _____ Signature _____

Signature _____ Date/time Submitted: _____

Copies: (1) Manager/Chief Nursing Officer (or designate) (2) ONA Rep (3) RN (4) LRO

SECTION 8: MANAGEMENT COMMENTS

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable. _____

Management Signature _____ Date: _____

<p align="center">ONA COMMUNITY PROFESSIONAL RESPONSIBILITY - WORKLOAD REPORT FORM GUIDELINES AND TIPS ON ITS USE</p>
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Client care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach. ONA may use this information for statistical purposes and noting trends across the province.

THE FOLLOWING IS A SUMMARY OF THE PROBLEM SOLVING PROCESS. PRIOR TO SUBMITTING THE WORKLOAD REPORT FORM, PLEASE FOLLOW ALL STEPS AS OUTLINED IN CNO STANDARDS AND/OR APPLICABLE COLLECTIVE AGREEMENTS.

STEPS IN PROBLEM SOLVING PROCESS

- 1) **At the time the workload issue occurs**, discuss the matter within the Team/Branch//Program to develop strategies to meet client care needs using current resources. If necessary, using established lines of communication, seek immediate assistance from an individual identified by the Employer (e.g. team leader/charge nurse/supervisor) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload issue at the time of the occurrence, discuss the issue with your Manager (or designate) on the Manager's or designate's next working day.
- 3) If no satisfactory resolution is reached during steps (1) and (2) above, then you may submit a professional responsibility workload report form to the Employer-Association Committee within fifteen (15) calendar days of the alleged improper assignment. (SEE BLANK REPORT FORM ATTACHED TO THESE GUIDELINES.)
- 4) The Employer-Association Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- 5) If the issue is not resolved at the meeting in (4) above, the LRO and/or Professional Practice Specialist shall meet with Management and attempt to resolve the complaint.
- 6) The form may be forwarded to an independent assessment committee within the requisite number of days of the meeting in (5) above, **if outlined in your collective agreement.**
- 7) The Association and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.

TIPS FOR COMPLETING THE FORM

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) Report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5) Identify the PROF/CNO standards of practice/policies and procedures you feel you were unable to meet.
- 6) Do not, under any circumstances, identify clients/residents.