

**COLLECTIVE AGREEMENT**

BETWEEN:

**GUELPH COMMUNITY HEALTH CENTRE**  
(Hereinafter referred to as the "Employer")

AND:

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

**Expiry Date: March 31, 2024**

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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 Centre and its Nurses represented by the Union; to provide an ongoing means of communication between the Union and the Centre; and to provide for as mechanism for the prompt and orderly disposition of grievances arising from the express terms of this agreement; all of which will not interfere with the normal and efficient operation of the Centre.

## **ARTICLE 2 – RECOGNITION AND SCOPE**

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

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

- 2.02 It is agreed that the word “Nurse” or “Nurses” wherever used in this Agreement shall be deemed to refer only to a Nurse or Nurses in the Bargaining Unit as hereinbefore defined. It is further understood that “Nurse” or “Nurses” mean Nurse Practitioner, Registered Nurse and Nurse who holds a Temporary Certificate of Registration.
- 2.03 Where the singular or feminine is used in this Agreement, it shall be deemed to include the plural or masculine and vice versa, where the context so requires.
- 2.04
- (a) “Registered Nurse” means a Nurse who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* and the *Nursing Act*. A Registered Nurse is required to present her current Certificate of Registration to the Director, or her designate, upon renewal each year.
  - (b) “Nurse who holds a Temporary Certificate of Registration” means a Nurse who holds a Temporary Certificate of Registration as a Registered Nurse in accordance with the *Nursing Act, 1991*, and its *Regulations*.
  - (c) “Regular Full-Time Nurse” means a Nurse who has successfully completed her probationary period and is regularly scheduled for twenty-eight (28) or more regular hours of work per week.

- (d) “Regular Part-Time Nurse” means a Nurse who has successfully completed her probationary period and is regularly scheduled for less than twenty-eight (28) regular hours of work per week.
- (e) “Casual Nurse” means a Nurse who is not regularly scheduled to work and who is employed under an arrangement whereby the person may elect to work or not when requested to do so.
- (f) Where this Agreement makes reference to “classification(s)”, it shall refer to Regular Full-Time, Regular Part-Time and Casual Nurses as being three (3) different classifications within the Bargaining Unit.
- (g)
  - I. It is agreed by both parties that the Centre will post any temporary vacancies in accordance with Article 12.06 of this agreement prior to posting the temporary vacancy externally.
  - II. Temporary Relief Nurse means a Nurse who is employed on a term and task basis to replace Nurses on leave of absence (including maternity and parental leave) or to fill temporary vacancies or to perform work arising out of a new program which is funded for a fixed period of time. A Nurse hired externally on this basis shall be deemed to be in the Bargaining Unit; however, the parties agree that such interim replacement Nurse shall have no claim to the position temporarily filled. They are entitled to Paid Leave days, vacation and professional development days and funds on a pro-rated basis. They are also eligible for HOOPP at their discretion. If this Nurse is subsequently hired as a Full-Time or Part-Time Nurse during her fixed term, then the time worked shall be considered part of the probationary period for the Full-Time or Part-Time position. A Temporary Nurse who is hired for a contract of thirteen (13) months or longer and who is regularly scheduled a minimum of 17.5 weekly hours of work will be provided benefits in accordance with Article 20.01.
  - III. If the Temporary Relief Nurse position is filled by a Nurse currently employed by the Health Centre, then at the conclusion of the fixed term she shall return to her former position.

### **ARTICLE 3 – NO DISCRIMINATION**

- 3.01 The Centre 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 In recognizing the importance of a harassment free environment, the Employer will review the Health Centre policies and procedures with respect to harassment with the Nurses during her or his orientation. The Employer further agrees to provide copies of such existing policies and procedures to the Bargaining Unit President, and to provide revisions and updates to such Policies and procedures as they occur to the Bargaining Unit President, so that the Union may review and provide feedback.
- 3.04 “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).
- “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).

#### **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 Centre's operations and the direction of the working force are fixed exclusively with the Centre except as specifically limited by an express provision in this Agreement. Without restricting or limiting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Centre to:
- (a) maintain order, discipline and efficiency;

- (b) hire, classify, transfer, assign, lay-off, recall, promote, increase or decrease work assignments and determine standards of performance and work assignments;
- (c) discharge, suspend, demote or otherwise discipline Nurses subject to Article 8.01;
- (d) make, enforce, and alter from time to time reasonable rules and regulations governing the conduct of the Nurses and to be observed by the Nurses which are not inconsistent with the provisions of this Agreement. The Centre agrees to provide the Local Union President with a copy of any new or altered rules or regulations;
- (e) introduce new and improved facilities and methods to improve the efficiency of the Centre's operations; and
- (f) generally to manage the services in which the Centre is engaged or may become engaged and without in any way restricting the generality of the foregoing to determine the types of services to be provided and the programs required to carry out those services including the right to plan, direct and control services, facilities, programs, courses, procedures, methods, staffing, location and classification of personnel required from time to time, work assignments and the scheduling thereof, supervision and control of programs.

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

## **ARTICLE 6 – 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 Centre in writing at least thirty (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. There shall be no deduction from a Part-Time or Casual Nurse in a month in which the Nurse does not work.
- 6.03 The amount of the regular monthly dues shall be those authorized by the Union. The Vice President who holds the portfolio of Finance, and or the Local Treasurer of the Union shall notify the Employer in writing at least thirty (30) days prior to the implementation of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.

- 6.04 In consideration of the deducting and forwarding of 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 Guelph Community Health Centre finance department and the Ontario Nurses' Association. Only that information that is currently being provided and required under the Collective Agreement will be shared via the template provided by ONA. 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, what site(s) they were hired for.
- (b) The Centre 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 GRIEVANCE OFFICER AND NEGOTIATING COMMITTEE**

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

under Article 21.01 and the Union has notified the Centre, in writing, of the names of the members of the Union Negotiation Committee. The Centre shall not be required to continue to recognize the Union Negotiation Committee following the date of ratification of any renewal collective agreement.

- 7.02 For the purpose of this Article, the name of the Grievance Officer shall be given to the Centre in writing from time to time as well as the effective date of the Grievance Officer's appointment. The Centre shall not be required to recognize any such Grievance Officer until it has been so notified.
- 7.03 The Centre shall not be required to recognize a Nurse appointed in the capacity of Bargaining Unit President, Grievance Officer or Union Negotiation Committee Member referred to in Article 7 until after she has successfully completed the probationary period.
- 7.04 The Centre shall be immediately informed in writing of any change of the Bargaining Unit President, a Grievance Officer or Negotiation Committee Member.
- 7.05 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 Centre. The Bargaining Unit President, Grievance Officer and other Nurse Committee Members will not absent themselves from their regular duties without first obtaining permission from their immediate supervisor on duty at the time.
- 7.06 (i) Where management schedules a meeting required under this collective agreement at a time when the Bargaining Unit President, Grievance Officer, or other Nurse Representative required to attend the meeting is otherwise regularly scheduled to work, the Bargaining Unit President, Grievance Officer or other Nurse Representative shall participate in the meeting without loss of regular pay. It is further understood that meetings pursuant to Article 7.09 will normally be scheduled outside of normal working hours and meetings under Article 9 will normally be scheduled during the normal work day.
- (ii) Members of the Union's Negotiation Committee pursuant to Article 7.01 (c) shall attend any negotiation meetings with the Centre without loss of regular pay for time spent in meetings with the Centre which occur during the Nurse's regularly scheduled working hours. The Centre will bear the cost of any such time up to a total of seventy (70) hours pay. Any pay continued beyond the foregoing amount shall be billed monthly to ONA and ONA shall reimburse the Centre for such hours within thirty (30) days of being so billed.
- 7.07 (a) Any notices required to be given to the "Centre" under this Agreement shall be delivered to the 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 The Union further agrees that they will not conduct Union business either on the premises of the Centre or at such location where services are being provided by Nurses, except as specifically permitted by this Agreement or as specifically authorized in writing by the Centre.

7.09 Labour-Management

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

7.10 Professional Responsibility

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

At the time that workload concerns arise, they will be discussed with the Director of Primary Health and/or the Primary Health Team to develop strategies to address the concerns.

If the concerns are not addressed to the satisfaction of the Nurse, it will be submitted to the manager in writing by the Bargaining Unit President within fourteen (14) calendar days of the occurrence.

A discussion by the Labour-Management Committee shall take place within ten (10) calendar days of the Manager’s receipt of the letter. The Union Members of the Labour-Management Committee may be accompanied by an ONA Labour Relations Officer (“LRO”) at such meeting where the Bargaining Unit President, or designate, has given the Centre at least forty-eight (48) hours’ notice of such intention. The management members of the Labour-Management Committee may, where an ONA LRO attends, be accompanied by an additional advisor of their choice at such meeting. The manager shall render her decision in writing to the Bargaining Unit President, or delegate, within fourteen (14) calendar days of the meeting. Should the workload concerns not be resolved then they shall be subject to the grievance procedure.

7.11 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 workers on an ongoing basis, and workers shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of Employer and Worker 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) representatives selected or appointed by the Union from amongst the Bargaining Unit members.
- ii) At least one (1) of the employees representing workers, from the Bargaining Unit, under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, may 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.

(d) Workplace Violence

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 health 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.

- (e) 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 behavior that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could physical injury to the worker.

(f) 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.

(g) 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 forty-eight (48) hours.

(h) 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.

(i) 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.

- (j) 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 behavior.

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 that is known by the Employer. Such a system shall including flagging measures such as:

- i) Information about individual patient behavior, triggers and interventions;
  - ii) Indication on New Client Intake documentation; if such information is known to the Centre or can be reasonably obtained;
  - iii) Computerized record of patient's history of violence;
  - iv) Readily visible signage/notation on the electronic patient chart;
  - v) The development of measures and procedures for employees to summon immediate assistance.
- (k) 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.

(l) 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.

(m) 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 physically 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.

7.12 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.

7.13 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 8 – DISCIPLINE AND DISCHARGE**

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

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

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

8.02 Where the Centre disciplines a Nurse it shall, within five (5) work days of such action, provide the Nurse with a letter setting out the general nature of the issue which lead to the disciplinary action for informational purposes

only. It is expressly understood that this letter shall be without prejudice to any grievance or arbitration proceeding which may occur.

- 8.03 Any letter of reprimand, suspension or other sanction will be removed from the record of a Nurse fifteen (15) months following the receipt of such letter, suspension or other sanction provided that such Nurse has not incurred any further discipline during that period.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

- 9.01 For the purpose of this Agreement, a Grievance is defined as a difference arising either between a member of the bargaining unit and the Centre or between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- 9.02 All Grievances shall identify the specific provisions of the Collective Agreement alleged to have been breached and shall contain a concise statement of the facts giving rise to the grievance and a concise statement of the remedies sought. All grievances shall be filed in accordance with the procedure outlined in this article, and on the prescribed Union form, which shall be appended to this Collective Agreement.
- 9.03 For the purposes of the collective agreement, "week day" means Monday to Friday, other than a statutory holiday.
- 9.04 It is the mutual desire of the parties hereto that complaints of Nurses shall be adjusted as quickly as possible and it is understood that a Nurse has no Grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. If a Nurse has a complaint, such complaint shall be discussed with her immediate supervisor within five (5) week days after the circumstances giving rise to the complaint have originated or occurred. If the discussion with the immediate supervisor does not resolve the complaint to the mutual satisfaction of the Nurse and immediate supervisor, the Nurse may proceed with the Grievance within five (5) week days following the discussion with the immediate supervisor.
- 9.05 A Grievance of a Nurse properly arising under this Agreement shall be adjusted and settled as follows:

### **Step 1**

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

## Step 2

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

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

9.07 (a) Policy Grievance

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

(b) Group Grievance

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

9.08 Discharge Grievance

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

9.09 All agreements reached under the Grievance Procedure between the representatives of the Centre and the representatives of the Union shall be

final and binding upon the Centre, the Union and the Nurse(s) involved. The Union holds carriage of all grievances at all stages of the grievance and arbitration procedures.

- 9.10 It is agreed that the time limits in this Article and in Article 10 – Arbitration are to be considered mandatory. In the event of a failure to act within the time limits, the grievance shall be deemed to have been abandoned. Section 48 (16) of the *Labour Relations Act, 1995* shall not apply to this collective agreement. The provisions of this clause shall not be considered to have been waived by the Parties or either of them unless they expressly provide a waiver thereof in writing, signed by both parties.
- 9.11 The Centre and the Union may agree, in writing, to extend the time limits for any step in the grievance procedure or for referring a matter to arbitration. The Centre and the Union may also agree, in writing, to waive any step of the grievance procedure.
- 9.12 Union grievances shall be on the form set out in Appendix 2 and may be submitted electronically.

#### **ARTICLE 10 – ARBITRATION**

- 10.01 When either party requests that a dispute be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within ten (10) week days thereafter, the other party shall name the nominee, provided, however, that if such party fails to name a nominee as hereinbefore required, the Office of Arbitration of the Ministry of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the Grievance Procedure.
- 10.02 The two (2) nominees appointed pursuant to Article 10.01 shall, within ten (10) weekdays of the appointment of the last of them, agree upon a third person to act as Chair of the Board of Arbitration. Where the two (2) nominees are unable to so agree, the Office of Arbitration of the Ministry of Labour for the Province of Ontario shall have the power to make such appointment upon application there to by either Party.
- 10.03 The Parties may mutually agree in writing to substitute a Sole Arbitrator for a Board of Arbitration in any matter.
- 10.04 No person may be appointed to the Board of Arbitration or as Sole Arbitrator who has been involved in any attempt to negotiate or settle the Grievance.
- 10.05 The Board of Arbitration or Sole Arbitrator shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement, or to substitute any new provisions or any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.



- 10.06 The proceedings of the Board of Arbitration or Sole Arbitrator will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the Nurse(s) concerned.
- 10.07 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Board of Arbitration or Sole Arbitrator.
- 10.08 The decision of the majority of the Board of Arbitration (or Sole Arbitrator where the Parties have agreed to a Sole Arbitrator) is final and binding on the Centre, the Union and any Nurse(s) affected thereby.

## **ARTICLE 11 – SENIORITY**

### 11.01 Probationary Period

Newly hired Nurses shall be considered to be on probation for a period of six hundred (600) hours worked or six (6) months whichever comes first from date of last hire. The Centre shall advise the Nurses in writing of the completion of their probationary period.

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

### 11.03 Seniority Lists

Seniority lists shall be prepared twice annually according to the records of the Centre as of June 30 and December 31. The seniority list shall be posted on a bulletin board provided by the Centre once prepared. Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) calendar days from the date of posting. The Centre will send a copy of the seniority list to the Union and to the Grievance Officer once it is posted.

### 11.04 Loss of Seniority

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

- (a) leaves of her own accord (resigns);

- (b) is discharged and not reinstated through the grievance and arbitration procedure;
- (c) is absent from work for three (3) consecutive working days unless a reason satisfactory to the Centre is given to the Centre;
- (d) regardless of (c) above, is absent from work for three (3) consecutive working days without notifying the Centre in advance, unless it was impossible for the Nurse to so notify the Centre.
- (e) has been laid off for the lesser of twelve (12) calendar months or the length of her seniority;
- (f) fails to return to work upon the expiration of an authorized leave of absence or utilizes an authorized leave of absence for any purpose other than that for which it was granted;
- (g) fails to indicate her intention to return to work within seven (7) calendar days after she has received notice of recall and fails to report to work within ten (10) calendar days after she has received notice of recall. Notice of Recall may be by telephone, speaking directly to the Nurse, or registered mail. If notice is by registered mail, it shall be deemed to have been received on the seventh (7<sup>th</sup>) day following registration, unless the individual can provided the Centre with a reason satisfactory to the Centre for any failure to receive the notice in the time provided;
- (h) refuses to continue to work or return to work during an emergency which affects the Employer's ability to provide adequate patient care, unless a reason satisfactory to the Director is given.
- (i) where the Nurse is a Nurse who holds a Temporary Certificate of Registration, and the Temporary Certificate of Registration expires, is revoked or the Nurse fails to obtain her General Certificate of Registration on the first opportunity she would have to write the necessary examinations.

## **ARTICLE 12 – LAY-OFF AND RECALL**

12.01 Where the Centre decides to reduce the number of working forces in a classification which reduction is expected to exceed a period of eight (8)

weeks, the following provision shall apply. The Centre agrees that Nurses shall be selected for layoff by the Centre considering the following factors:

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

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

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

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

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

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

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

### **JOB POSTING**

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

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

(b) Where more than one (1) applicant for the posted vacancy has the necessary skill, ability and qualifications for the vacancy, the Centre

shall select the successful applicant considering the following factors:

- (i) seniority; and
- (ii) skill, ability and qualifications.

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

- (c) Where, in the opinion of the Centre, no applicant possesses the necessary skill, ability and qualifications for the vacancy, the Centre may, in its discretion, select a Nurse from the bargaining unit for training or may fill the vacancy from outside of the Bargaining Unit.
- (d) The Centre shall have the right to fill any permanent vacancy which it determines exists on a temporary basis in its discretion until the posting procedure is completed.
- (e) It is understood that the Centre may back fill leaves of absence, up to twelve (12) months in duration. Where the position is expected to exist for less than three (3) months, it need not be posted and where the position is expected to exist for three (3) month up to twelve (12) months, it shall be posted. Where an external candidate is hired for such a purpose, they may be hired for a fixed term and/or released without applying the lay-off procedure.

### **ARTICLE 13 – WAGES**

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

13.02 (a) Should the Centre announce and implement a general wage increase for all employees of the Centre after the date of ratification, the average percentage increase granted to all other Centre employees shall be applied to the rates under this Agreement.

- (b) It is understood and agreed that any increase to the wage rates achieved under this Agreement will be considered part of pay equity achievement and maintenance pursuant to subsection 21.11 (3) of the *Pay Equity Act*. This provision applies to and includes the wage increases announced by the Government of Ontario in the summer of 2007 which have been incorporated into Appendix "A".

13.03 Previous Related Experience

Claim for previous related experience, if any, shall be made in writing by the Nurse at the time of hiring on the application for employment form or

otherwise. The Employer shall advise each newly hired Nurse of their right to make claim to previous related experience under this provision. Once established consistent with this provision, credit for previous related experience will be retroactive to the Nurse's date of hire. The Nurse shall co-operate with the Employer by providing verification of previous experience. Having established the previous related experience, the Employer will credit a new Nurse with one (1) annual service increment for each year of experience for Full Time and fifteen hundred (1500) hours (equals one [1] year) for Part Time, up to the maximum of the salary grid.

If a period of more than two (2) years has elapsed since the Nurse has occupied a Full-Time or Part-Time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer.

For clarity, previous related experience includes previous related nursing experience out of province and out of country if that work has been completed within a regulated professional body and is substantially similar to Centre work.

## **ARTICLE 14 – LEAVE OF ABSENCE**

### 14.01 Pregnancy and Parental Leave

- (a) Pregnancy leave and parental leave without pay will be in accordance with the provisions of the *Employment Standards Act, 2000*.
- (b) A Nurse's seniority shall accrue during a period of pregnancy and parental leave and such accrual shall be equal to the total number of regular hours worked by the Nurse, or paid by the Centre as vacation pay or holiday pay, in the twenty-six (26) weeks before the work week in which the pregnancy or parental leave commenced, divided by one hundred and thirty (130) and multiplied by the number of week days (excluding paid holidays) covered by the pregnancy or parental leave.

14.02 Upon application by a Regular Full-Time Nurse or Regular Part-Time Nurse, the Centre may, in its sole discretion, grant an unpaid leave of absence. The Centre shall not be required to consider any requests under this article which have not been made with at least four (4) weeks' notice. Where the Centre grants any such request in excess of five (5) week days, the Nurse shall be responsible for pre-paying, monthly in advance, the full cost of their benefit participation under Article 20 should she wish to continue her participation during the leave.

14.03 (a) A leave of absence without pay, for the purpose of furthering professional nursing career development may be granted on a written application, at least eight (8) weeks in advance, by the Regular Full-Time Nurse or Regular Part-Time Nurse to the Director,

or her designate, which shall be considered in the Director, or designate's, sole discretion. Such consideration shall not be arbitrary.

- (b) In each calendar year, each Regular Full-Time Nurse or Regular Part-Time Nurse may be granted a leave of absence without loss of regular earnings, upon application in writing at least two (2) weeks in advance, to attend educational courses or to pursue approved self-directed study as provided for below, for up to seventy (70) hours for Full-Time Nurses and pro-rated based on hours worked in the twenty (20) days preceding the requested leave for Part-Time Nurses.
- (c) For leaves pursuant to clause (b), above, the Centre will 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, for expenses incurred to a maximum of nine hundred dollars (\$900.00) for Full-Time Nurses and pro-rated based on hours worked in the twenty (20) days preceding the requested leave for Part-Time Nurses.
- (d) For the purpose of clause (b), above, the Centre will consider written requests from Nurses to their Clinical Team Manager 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 Centre;
  - (ii) The proposal sets out the key learning objectives of the self-directed study;
  - (ii) 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 Centre 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.

14.04

When a Regular Full-Time Nurse or Regular Part-Time Nurse, who has completed her probationary period, is called for jury duty she shall receive,

for a maximum of ten (10) week days, for each day absent from regularly scheduled working hours, the difference between regular pay lost and the amount of jury fee, provided that the Nurse furnishes the Centre with a Certificate of Service signed by the Clerk of the Court showing the dates and times of service and the amount of any fee received.

- 14.05 When a Regular Full-Time Nurse or a Regular Part-Time Nurse, who has completed her probationary period, is subpoenaed as a witness in a court proceeding which directly involves her professional duties as a Nurse in the employ of the Centre, the time spent at Court pursuant to the subpoena shall be treated as time worked, it being further understood that the Nurse shall remit to the Centre any conduct money which she received pursuant to the subpoena.
- 14.06 When requested in writing to management at least two (2) weeks in advance, the Centre agrees to grant leaves of absence without loss of regular pay, to Regular Full-Time Nurses or Regular Part-Time Nurses selected by the Union to attend Union business including, but not limited to, conferences, conventions and Provincial Committee meetings where:
- (a) no more than two (2) Nurses are absent on such leave at any time;
  - (b) no more than one (1) Nurse is absent from any one (1) site at any time;
  - (c) no more than one (1), ten (10) days of such absence shall occur in any calendar year;
  - (d) the operations of the Centre are not materially affected by the absence(s); and
  - (e) any pay continuation shall be billed to ONA and ONA shall endeavour to reimburse the Centre for such pay within thirty (30) days of being so billed.
- 14.07 A Nurse, who is elected to the Board of Directors of the Ontario Nurses' Association or to the office of President of the Ontario Nurses' Association, shall be granted, upon request in writing at least eight (8) weeks in advance, an unpaid full time leave of absence to take up the position with the Ontario Nurses' Association.
- 14.08 (a) A bereavement leave of absence of five (5) consecutive dates, including the date of funeral, will be granted to a Regular Full-Time Nurse or a Regular Part-Time Nurse upon a death in her immediate family to enable the Nurse to attend the funeral. Where any such day occurs on a regularly scheduled working day for the Nurse, she shall be paid on the basis of the scheduled number of hours (excluding overtime) which she would have worked at her basic rate of pay. To qualify for bereavement leave, the employee shall notify the Program Manager as soon as possible following the death and shall attend

the funeral. "Immediate Family" means parent, current parent-in-law, current spouse (including current same-sex spouse), child, sibling, grandparent, grandchild, current son-in-law, current daughter-in-law, current brother-in-law and current sister-in-law.

- (b) A Regular Full-Time Nurse or Regular Part-Time Nurse may request bereavement leave to attend the funeral of a person not listed above. Where such a leave request is received by the Program Manager, the Program Manager may, in her sole discretion, grant or deny the requested leave. Where the requested leave is granted, the Program Manager may, in her further discretion, grant the leave with or without loss of pay.

#### 14.09 Employment Standards Act Leaves

The following leaves are available to employees in accordance with the *Employment Standards Act*, as amended from time to time. Eligibility for these leaves and the length of each leave varies. For further information or to notify the Centre of your intent to take one of the following leaves, please contact Human Resources. This includes, but is not limited to, the following leaves:

Pregnancy and Parental, Family Medical Leave, Family Caregiver Leave, Child Death Leave, Crime Related Child Disappearance Leave, Domestic of Sexual Violence Leave, Emergency Leave: Declared Emergencies and Infectious Disease Emergencies Leave, Critical Illness Leave, Organ Donor Leave, Family Responsibility Leave and Reservist Leave.

### **ARTICLE 15 – SICKNESS, INJURY AND DISABILITY**

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

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



placed on an unpaid leave, he or she can use unused vacation credits in order to keep his or her pay whole.

- 15.03 The Centre shall provide one hundred and twenty-six (126) paid hours, or eighteen (18) days each fiscal year for Nurses scheduled thirty-five (35) hours per week or one hundred and thirty-five hours (135 hours) for Nurses scheduled thirty-seven and a half (37.5) hours per week when they are not able to attend work due to health reasons, appointments and unplanned emergencies. Unused hours may be banked up to three hundred and eighty-five (385) hours (based on thirty-five (35) hour work week) and four hundred and twelve and a half (412.5) hours (based on a thirty-seven and a half (37.5) hour work week) to be used for not being able to attend work due to health reasons, appointments, and unplanned emergencies, to cover short term disability absences and to bridge to LTD.

For Part-Time Nurses, the above shall be prorated.

## **ARTICLE 16 – HOLIDAYS**

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (1 <sup>st</sup> Monday in August)	
Family Day (3 <sup>rd</sup> Monday in February)	

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

- 16.02 To be eligible for holiday pay, a Nurse must work all of their last regularly scheduled day of work before the holiday or all of their first regularly scheduled day of work after the holiday, unless they are unable to attend due to a reasonable cause.

For clarity, a Nurse is generally considered to have "reasonable cause" for missing work when something beyond his or her control prevents the Nurse from working. Nurses are responsible for showing that they had reasonable cause for staying away from work. If they can do so, they still qualify for holiday entitlements.

- 16.03 (i) The pay that a Nurse is entitled to be paid for a paid holiday shall be equal to the total amount of regular wages earned and vacation pay payable to the Nurse in the four (4) weeks before the work week in which the paid holiday occurred, divided by twenty (20) which is referred to hereinafter as "Pay Entitled".
- (ii) Where a Nurse is scheduled to work more hours on a paid holiday, or day designated in lieu of a paid holiday, than is represented by her Pay Entitled:
- (a) Where the Nurse has banked lieu time at least equivalent to the difference between her scheduled hours and the time represented by her Pay Entitled, the Nurse will be paid for her scheduled hours and the difference between her scheduled hours and the time represented by her Pay Entitled shall be deducted from her banked lieu time;
- (b) Where the Nurse does not have banked lieu time at least equivalent to the difference between her scheduled hours and the time represented by her Pay Entitled, the Nurse will either arrange with her Supervisor, in advance of the paid holiday, or day designated in lieu of the paid holiday, to work additional time within one (1) month of the paid holiday, or day designated in lieu of the paid holiday, to make up the difference between her scheduled hours and the time represented by her Pay Entitled, in which case the Nurse will be paid for her scheduled hours, or, if such arrangements are not made, the Nurse will be paid only her Pay Entitled.
- 16.04 When a paid holiday falls during a Nurse's vacation, she shall, at the option of the Nurse, either be paid for the holiday in addition to her scheduled vacation, or may take an extra day off at a time mutually agreeable to the Nurse and the Centre.
- 16.05 If a Nurse is required to work on any paid holiday, she shall be paid for the holiday (provided she otherwise qualifies) and in addition will receive one and one half times (1.5x) her regular hourly rate of pay for all hours worked on the holiday.
- 16.06 Where a paid holiday under Article 16.01 falls on a Saturday or a Sunday, the Centre shall designate 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.
- 16.07 Recognizing that not all Nurses work five (5) days a week, Monday to Friday, the following shall apply where a paid holiday falls on a day that is not expected to be a work day for a Nurse. Prior to December 15 of a year for the upcoming year the Nurse and her supervisor shall meet and:

- (i) identify all of the paid holidays in the upcoming year which are anticipated not to be work days for the Nurse;
- (ii) endeavour to agree upon a day, within twelve (12) months following the paid holiday, to be recognized in lieu of the paid holiday;
- (iii) where the Nurse and the supervisor cannot reach agreement pursuant to (ii) above, the supervisor shall designate a day within three (3) months following the paid holiday to be recognized in lieu of the paid holiday.

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

### **ARTICLE 17 – VACATIONS**

- 17.01
- (i) All Regular Full-Time Nurses and Regular Part-Time Nurses who have completed less than one (1) year of employment prior to April 1 in a year shall be entitled to three (3) weeks' vacation with pay which shall be pro-rated based on the Nurse's regular scheduled hours of work against a thirty-five (35) hour week at the time that the vacation is taken.
  - (ii) All Regular Full-Time Nurses and Regular Part-Time Nurses who have completed one (1) year of employment but less than six (6) years of employment prior to April 1 in a year shall be entitled to four (4) weeks' vacation with pay which shall be pro-rated based on the Nurse's regular scheduled hours of work against a thirty-five (35) hour week at the time that the vacation is taken.
  - (iii) All Regular Full-Time Nurses and Regular Part-Time Nurses who have completed six (6) or more years of employment prior to April 1 in a year shall be entitled to four (4) weeks' and one (1) day vacation with pay which shall be pro-rated based on the Nurse's regular scheduled hours of work against a thirty-five (35) hour week at the time that the vacation is taken.
  - (iv) All Regular Full-Time Nurses and Regular Part-Time Nurses who have completed seven (7) or more years of employment prior to April 1 in a year shall be entitled to four (4) weeks' and two (2) days' vacation with pay which shall be pro-rated based on the Nurse's regular scheduled hours of work against a thirty-five (35) hour week at the time that the vacation is taken.
  - (v) All Regular Full-Time Nurses and Regular Part-Time Nurses who have completed eight (8) or more years of employment prior to April 1 in a year shall be entitled to four (4) weeks' and three (3) days' vacation with pay which shall be pro-rated based on the Nurse's

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

- (vi) All Regular Full-Time Nurses and Regular Part-Time Nurses who have completed nine (9) or more years of employment prior to April 1 in a year shall be entitled to four (4) weeks' and four (4) days' vacation with pay which shall be pro-rated based on the Nurse's regular scheduled hours of work against a thirty-five (35) hour work week at the time that the vacation is taken.
- (vii) All Regular Full-Time Nurses and Regular Part-Time Nurses who have completed ten (10) or more years of employment prior to April 1 in a year shall be entitled to five (5) vacation weeks with pay which shall be pro-rated based on the Nurse's regular scheduled hours of work against a thirty-five (35) hour week at the time that the vacation is taken.
- (viii) All Regular Full-Time Nurses and Regular Part-Time Nurses who have completed eleven (11) or more years of employment prior to April 1 in a year shall be entitled to five (5) weeks' and one (1) day vacation with pay which shall be pro-rated based on the Nurse's regular scheduled hours of work against a thirty-five (35) hour week at the time that the vacation is taken.
- (ix) All Regular Full-Time Nurses and Regular Part-Time Nurses who have completed twelve (12) or more years of employment prior to April 1 in a year shall be entitled to five (5) weeks' and two (2) days' vacation with pay which shall be pro-rated based on the Nurse's regular scheduled hours of work against a thirty-five (35) hour week at the time that the vacation is taken.
- (x) All Regular Full-Time Nurses and Regular Part-Time Nurses who have completed thirteen (13) or more years of employment prior to April 1 in a year shall be entitled to five (5) weeks' and three (3) days' vacation with pay which shall be pro-rated based on the Nurse's regular scheduled hours of work against a thirty-five (35) hour week at the time that the vacation is taken.
- (xi) All Regular Full-Time Nurses and Regular Part-Time Nurses who have completed fourteen (14) or more years of employment prior to April 1 in a year shall be entitled to five (5) weeks' and four (4) days' vacation with pay which shall be pro-rated based on the Nurse's regular scheduled hours of work against a thirty-five (35) hour week at the time that the vacation is taken.
- (xii) All Regular Full-Time Nurses and Regular Part-Time Nurses who have completed fifteen (15) or more years of employment prior to April 1 in a year shall be entitled to six (6) weeks' vacation with pay which shall be pro-rated based on the Nurse's regular scheduled

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

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

- (i) for vacation time commencing between April 1 and August 31, requests must be submitted no later than February 28;
- (ii) for vacation time commencing between September 1 and March 31, requests must be submitted no later than June 30.

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

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

17.04 Casual Nurses shall be paid four percent (4%) up until five (5) years of service and six percent (6%) after five (5) years of service of their regular pay on their regular pay as vacation pay. Regular or Part-Time Nurses who become casual employees will have their service recognized for purpose of vacation entitlement/pay.

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

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

## **ARTICLE 18 – HOURS OF WORK**

- 18.01 For the purpose of pro-ration, the regular work week for Regular Full-Time Nurses is thirty-five (35) hours per week scheduled over five (5) days (this shall not affect the definition of Full-Time status as set out in paragraph 2.04 [c]). There shall be a one (1) hour unpaid meal break taken at a time directed by the Centre. Where the work day exceeds nine (9) hours, there shall be a second thirty (30) minute unpaid lunch break taken at a time directed by the Centre.
- 18.02 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day or the days of work per week.
- 18.03 Authorized hours worked in excess of forty-four (44) hours per week (Sunday to Saturday) shall be paid at the rate of one and one half times (1.5x) the Nurse's regular hourly rate of pay or time in lieu. An employee who wishes to work forty-four (44) or more hours must have written management approval before working this time.
- Should a Full-Time Nurse be required and is authorized by a Manager to work in excess of their regular scheduled hours per week, and this work occurs on a Saturday or Sunday, they will be paid at the rate of one and one half times (1.5x) their salary. Employees whose regular schedule includes Saturday or Sunday hours will not be eligible for this overtime.
- 18.04 Overtime and other premiums shall not be paid more than once for any hours worked and it is agreed that there shall be no pyramiding of overtime or any premiums provided for in this agreement.
- 18.05 Prior to affecting any change in the rules or policies regarding the scheduling of work which affects Nurses covered by this agreement, the Centre will discuss the changes with the Union and will provide copies to the Union.
- The Employer acknowledges that the scheduled work days for Nurses has historically been Monday to Friday. The Employer also recognizes that health care services are expanding and the Centre must be responsive to new funding or new requirements instituted by a funder.
- If any current Nurse is required to work a schedule that includes weekends, the Union will be provided with reasonable notice and a discussion will be held.
- If the change occurs it shall be assigned on a voluntary basis first, then by reverse seniority and on a rotating basis.

## **ARTICLE 19 – MISCELLANEOUS**

### 19.01 Personnel File

A Nurse may request the opportunity to review her personnel file in the presence of a supervisor following reasonable verbal notice of at least five (5) week days to the Nurse's immediate supervisor. The Centre will grant such access requests twice per calendar year and may, in its sole discretion, grant more than two (2) such requests per calendar year.

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

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

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

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

19.06 A copy of this Agreement will be issued by the Employer to each Nurse upon hire. All costs involved in the preparation of the Agreement will be shared equally by the Union and the Employer.

## **ARTICLE 20 – HEALTH AND WELFARE BENEFITS**

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

- (b) Regular Full-Time and Regular Part-Time Nurses shall be required, as a condition of employment, to enrol in the Hospitals of Ontario Pension Plan (HOOPP) (“Eligible Employees”). All Eligible Employees shall make contributions by way of payroll deductions in accordance with the terms of the plan. The Centre agrees to contribute an amount in accordance with the terms of the plan.
- (c) The Centre will provide vision care coverage up to a maximum of three hundred and fifty dollars (\$350.00) every twenty-four (24) months. This benefit may be used for the purposes of Laser Surgery.

The Centre will provide a maximum of eighty dollars (\$80.00) once every twenty-four (24) months for an eye examination.

- (d) The Centre will provide coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) for a total of \$400.00 annually.
- (e) Each nurse who is eligible for Health and Welfare Benefits under Article 20.01 (a) will be entitled to a Health Care Spending Account each calendar year, in the amounts provided below:

Effective January 1, 2022 - \$450.00

Effective January 1, 2023 - \$475.00

Effective January 1, 2024 - \$500.00

Use of the Health Care Spending Account shall be subject to the terms and conditions of the Insurer, and any dispute regarding this benefit shall be addressed in accordance with Article 20.02.

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

20.03 The Centre shall provide each Nurse with an information booklet respecting the benefits outlined in Article 20. The Centre shall provide a copy of the booklet to the Bargaining Unit President. New booklets will be provided as issued by the insurer. It is understood that the benefits booklets are for information purposes only and the terms of the policies of insurance are the documents which determine issues of entitlement and coverage. Where requested in writing, the Bargaining Unit President, or designate, may inspect the policies of insurance then in effect.



**ARTICLE 21 – DURATION OF AGREEMENT**

- 21.01 This Agreement shall be effective from April 1, 2021 and shall continue in full force and effect up to and including March 31, 2024. The Agreement shall automatically continue thereafter for periods of one (1) year unless either party desires to modify or amend this Agreement, it shall give the other party notice, in writing, not earlier than ninety (90) calendar days prior to the expiry date of this Agreement.
- 21.02 None of the provisions of this Collective Agreement shall be retroactive, except where specifically identified, and all matters become effective from the date on which the agreement is ratified.

DATED THIS 8<sup>th</sup> DAY OF March 2022.

**FOR THE EMPLOYER:**

Melissa Kwiatkowski  
Interim CEO

Martha Young  
HR Consultant

Lindsay Lennox  
HR Coordinator

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**FOR THE UNION:**

Grant Boyle  
Labour Relations Officer

Sophorn Benjamin  
Bargaining Unit President

Nicola Bryant

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**APPENDIX "A" – RATES OF PAY**Nurse Practitioner

Step	April 1, 2021	April 1, 2022	April 1, 2023
1	\$59.81	\$60.41	\$61.01
2	\$61.52	\$62.14	\$62.76
3	\$63.23	\$63.86	\$64.50
4	\$64.94	\$65.59	\$66.25
5	\$66.65	\$67.32	\$67.99
6	\$68.36	\$69.04	\$69.73

The centre agrees that it shall pay each Full-Time Nurse Practitioner within the Bargaining Unit a signing bonus in the amount of one-thousand, one-hundred and seventy-five dollars (\$1,175), less required deductions. Part-Time Nurse Practitioners shall receive a pro-rated portion of the Full-Time signing bonus based on hours worked. Signing bonus payments shall be made within thirty (30) calendar days following the date of Union ratification of this Agreement.

Registered Nurse

Step	April 1, 2021	April 1, 2022	April 1, 2023
1	\$33.37	\$33.70	\$34.04
2	\$34.73	\$35.08	\$35.43
3	\$36.11	\$36.47	\$36.84
4	\$37.47	\$37.84	\$38.22
5	\$38.84	\$39.22	\$39.62
6	\$40.20	\$40.60	\$41.01

Those Nurses entitled to a wage increase effective April 1, 2021 shall receive full retroactive pay to April 1, 2021 for all hours worked and/or paid. Retroactive pay shall be paid to those Nurses within thirty (30) calendar days following the date of Union ratification of this Agreement.

**APPENDIX "2" – O.N.A. GRIEVANCE FORM**

**ONTARIO NURSES' ASSOCIATION  
ASSOCIATION DES INFIRMIERES ET INFIRMIERS DU L'ONTARIO  
GRIEVANCE REPORT/RAPPORT DE GRIEF**



ONA LOCAL SECTION LOCALE DE L'AIO	EMPLOYER EMPLOYEUR	STEP ETAP E	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION A L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. NO DU GRIEF	2.	
		3.	
<b>NATURE OF GRIEVANCE AND DATE OF OCCURANCE/NATURE DU GRIEF ET DATE DE L'EVENEMENT</b>			
<b>SETTLEMENT REQUESTED/REGLEMENT DEMANDE</b>			
SIGNATURE OF GRIEVOR: SIGNATURE DU LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIO	
STEP ONE  PREMIERE ETAPE  ▶	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE AND POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:		▶ fffff
STEP TWO  DEUXIEME ETAPE  ▶	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE AND POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:		▶ fff
STEP THREE  TROISIEME ETAPE  ▶	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE AND POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:		▶ fffff
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 – AIO 3. BLEU – ASSOCIATION LOCALE 4. VERT – PLAIGNANTE		

**LETTER OF UNDERSTANDING**

Between:

**GUELPH COMMUNITY HEALTH CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Policies

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

DATED THIS 8<sup>th</sup> DAY OF March 2022.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

Melissa Kwiatkowski  
Interim CEO

Grant Boyle  
Labour Relations Officer

Martha Young  
HR Consultant

Sophorn Benjamin  
Bargaining Unit President

Lindsay Lennox  
HR Coordinator

Nicola Bryant

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**LETTER OF UNDERSTANDING**

Between:

**GUELPH COMMUNITY HEALTH CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Nurse Practitioner Funding – Official Request

The Centre agrees that it will continue to make an official request for funding for Nurse Practitioner wage increases annually, effective the completion of the current recruitment and retention funding period.

In addition, funding for such wage increase will be requested each and every time that any funding for programs employing Nurse Practitioners is made.

DATED THIS 8<sup>th</sup> DAY OF March 2022.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

Melissa Kwiatkowski  
Interim CEO

Grant Boyle  
Labour Relations Officer

Martha Young  
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HR Coordinator

Nicola Bryant

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**LETTER OF UNDERSTANDING**

Between:

**GUELPH COMMUNITY HEALTH CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Leaves of Absence

The Centre agrees to provide each Regular Full-Time Nurse with an additional seven (7) hours for educational courses as described in Article 14.03 (b). Part-Time Nurses will be provided with a pro-rated amount based on hours worked consistent with the provisions set out in Article 14.03 (b).

In addition, the Centre agrees to provide each Regular Full-Time Nurse with seven (7) hours paid leave, pro-rated for Part-Time Nurses, in order to participate in activities designed to raise public awareness about or to celebrate the contributions of Nurses in improving the health and well-being of the residents of Guelph Wellington and the people of Ontario.

DATED THIS 8<sup>th</sup> DAY OF March 2022.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

Melissa Kwiatkowski  
Interim CEO

Grant Boyle  
Labour Relations Officer

Martha Young  
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**LETTER OF UNDERSTANDING**

Between:

**GUELPH COMMUNITY HEALTH CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Mentor Funding

The Employer agrees that the honorarium/stipend from Universities that provide these funds will go to fund professional development for the mentor providing the service.

DATED THIS 8<sup>th</sup> DAY OF March 2022.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

Melissa Kwiatkowski  
Interim CEO

Grant Boyle  
Labour Relations Officer

Martha Young  
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HR Coordinator

Nicola Bryant

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**LETTER OF UNDERSTANDING**

Between:

**GUELPH COMMUNITY HEALTH CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Work Place Safety and Insurance Benefits

The Employer will implement Workplace Safety and Insurance Benefits (WSIB) for the agency effective January 1, 2019.

DATED THIS 8<sup>th</sup> DAY OF March 2022.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

Melissa Kwiatkowski  
Interim CEO

Grant Boyle  
Labour Relations Officer

Martha Young  
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HR Coordinator

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**LETTER OF UNDERSTANDING**

Between:

**GUELPH COMMUNITY HEALTH CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Bill 124

If the judicial review challenging Bill 124 is successful and Bill 124 is struck down, or rescinded and if specific funding for wage increases which would apply to members of the bargaining unit is received, the parties agree to meet to discuss allocation of such additional funding to ONA members. It is understood that all members have received an increase or signing bonus for the term of the 2021-2024 Collective Agreement and shall only participate in additional increases to the extent that they exceed the salary increase or signing bonus already received.

DATED THIS 8<sup>th</sup> DAY OF March 2022.

**FOR THE EMPLOYER:**

Melissa Kwiatkowski  
Interim CEO

Martha Young  
HR Consultant

Lindsay Lennox  
HR Coordinator

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**FOR THE UNION:**

Grant Boyle  
Labour Relations Officer

Sophorn Benjamin  
Bargaining Unit President

Nicola Bryant

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**LETTER OF UNDERSTANDING**

Between:

**GUELPH COMMUNITY HEALTH CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Article 13.02 (a)

It is understood and agreed that the provisions of article 13.02 (a) shall only apply after all employees of the Centre, other than the Physicians and the Nurses, have enjoyed wage increases equivalent in percentage to increase in wages and signing bonuses to Nurses after the date of ratification, unless the funding is specifically directed by the funder to enhance Nurse salaries.

This Letter of Understanding shall remain in force only for the term of this Collective Agreement unless otherwise agreed by the Parties.

DATED THIS 8<sup>th</sup> DAY OF March 2022.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

Melissa Kwiatkowski  
Interim CEO

Grant Boyle  
Labour Relations Officer

Martha Young  
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