

COLLECTIVE AGREEMENT

Between:

ST. JOSEPH'S HEALTH CENTRE, GUELPH  
(HEALTH CENTRE)  
[hereinafter referred to as the "Health Centre"]

And:

ONTARIO NURSES' ASSOCIATION  
[hereinafter referred to as the "Union"]

Expiry Date: March 31, 2020

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**APPENDIX 3**  
**SALARY SCHEDULE**

Effective: April 1, 2018					
Rates	Registered Nurse	Assistant Head Nurse	Adult NP - CCC & LTC	Adult NP - Rehab	Clinical Practice Leader
Start Rate	\$32.66	\$34.41	\$49.15	\$49.15	\$35.06
1 year (1,500 hours)	\$32.81	\$34.53	\$49.82	\$50.35	\$35.14
2 year (3,000 hours)	\$33.36	\$35.08	\$50.51	\$51.58	\$35.59
3 year (4,500 hours)	\$35.00	\$36.72	\$51.22	\$52.84	\$37.23
4 year (6,000 hours)	\$36.66	\$38.38	\$51.93	\$54.14	\$38.90
5 year (7,500 hours)	\$38.72	\$40.44	\$52.66	\$55.47	\$40.98
6 year (9,000 hours)	\$40.80	\$42.52	\$53.40	\$56.81	\$43.03
7 year (10,500 hours)	\$42.89	\$44.63	\$54.16	\$58.21	\$45.14
8 year (12,000 hours)	\$45.94	\$47.81	\$54.92	\$59.65	\$48.19
25 year (37,500 hours)	\$46.76	\$48.76	\$55.76	\$59.91	\$48.99

Effective: April 1, 2019					
Rates	RN	Assistant Head Nurse	Adult NP - CCC & LTC	Adult NP - Rehab	Clinical Practice Leader
Start Rate	\$33.23	\$35.01	\$50.01	\$50.01	\$35.68
1 year (1,500 hours)	\$33.39	\$35.13	\$50.69	\$51.23	\$35.75
2 year (3,000 hours)	\$33.94	\$35.70	\$51.39	\$52.48	\$36.21
3 year (4,500 hours)	\$35.62	\$37.36	\$52.11	\$53.76	\$37.89
4 year (6,000 hours)	\$37.30	\$39.05	\$52.84	\$55.08	\$39.58
5 year (7,500 hours)	\$39.40	\$41.15	\$53.58	\$56.44	\$41.69
6 year (9,000 hours)	\$41.52	\$43.26	\$54.33	\$57.81	\$43.79
7 year (10,500 hours)	\$43.64	\$45.41	\$55.11	\$59.23	\$45.93
8 year (12,000 hours)	\$46.75	\$48.65	\$55.88	\$60.70	\$49.03
25 year (37,500 hours)	\$47.57	\$49.62	\$56.74	\$60.96	\$49.84

**APPENDIX 5**  
**LOCAL ISSUES**

**ARTICLE A - RECOGNITION**

A-1           The Health Centre recognizes the Union as the sole bargaining agent of all lay registered and graduate Nurses employed in a nursing capacity by the Health Centre at Guelph, save and except Nurse Managers and persons above the rank of Nurse Manager.

**ARTICLE B – MANAGEMENT RIGHTS**

B-1           The Union acknowledges that, except as expressly modified by any other article of this collective agreement, it is the exclusive function of the Health Centre to manage and direct its operations and affairs in all respects and, without limiting or restricting that function:

- (a)    To maintain order, discipline and efficiency:
- (b)    To determine the number and location of the Health Centre establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Health Centre; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of safety and well-being of the Health Centre patients and the public.
- (c)    To make, alter and enforce reasonable rules and regulations to be observed by the employees;
- (d)    To hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees, and to assign employees to shifts and to increase and decrease working forces, provided that a claim of discriminatory classification, promotion, demotion, discipline or suspension, or a claim by an employee that he or she has been discharged or disciplined without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided.

B-2           The Health Centre will not exercise these rights in a manner inconsistent with the provisions of the current collective agreement.

**ARTICLE C – UNION REPRESENTATION**

C-1           With reference to Article 6.04 the number of employees on the negotiating committee shall not be more than four (4).

C-2           With reference to Article 6.02 (b) the number of employees on the grievance committee shall not be more than four (4).

- C-3 With reference to Article 6.02 (a) there shall be six (6) representatives. The Union will provide a list of names of such representatives to the employer and will maintain that this list is kept updated.

The number of representatives may be varied by mutual consent of the parties.

- C-4 With reference to Article 6.03 (a) the number of employees on the Health Centre Union Committee shall be three (3) (one of whom may be a part-time employee). The number of Health Centre representatives on the Committee shall not exceed the number of Union representatives.

The Union shall endeavour to make the representation reflective of the various Units in the Health Centre where possible.

- C-5 With reference to Article 9.02 (a) there will be three (3) Union representatives one of whom shall be the Bargaining Unit President or designate and two (2) Health Centre representatives on the Professional Development Committee.

- C-6 The Bargaining Unit President will be provided a list of all newly hired nurses, the dates they were hired, their start date, the Unit and Position into which they were hired, within five (5) business days.

The interview between the Bargaining Unit President or a designated ONA representative and the newly hired nurse, will meet at a mutually agreed upon time during regular working hours during the nurse's Orientation for at least one fifteen (15) minute interval, in accordance with Article 5.06.

- C-7 Return to Work

The Health Centre and the Union agree to cooperate in facilitating the return to work of disabled employees. The Health Centre and the Union agree that ongoing and timely communication by all participants is essential to the success of the process. For the purposes of expediting communication the Health Centre and the Union agree that participants will use electronic communication where available. The Bargaining Unit President or designate will be notified by the Health Centre of nurses returning to work at the soonest possible convenience to facilitate discussion about appropriate and safe modified work if required.

The Health Centre 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.

Return to Work Plan

When it has been medically determined that an employee is ready to return to work the Union will meet with the affected employee as well as Occupational Health, Human Resources and the Manager to create, and recommend a return to work plan.

In creating a return to work plan, the Health Centre and the Union will examine the employee's abilities and accommodation needs to determine if the employee

can return to their:

- i) Original position,
- ii) Original unit,
- iii) Original unit/position with modifications to the work area and/or equipment and/or the work arrangement, including scheduling,
- iv) Alternate positions outside the original unit.

In creating a return to work plan, the Health Centre and Union will consider the employee's abilities and accommodation needs and identify any positions in the Health Centre in which the employee may be accommodated.

#### **ARTICLE D – LEAVES OF ABSENCE**

With reference to Article 11.02 total Leaves of Absence for Union business shall not exceed sixty (60) days in any one (1) calendar year.

Leave of absence for Union business shall be granted pursuant to the following conditions:

- i) The leave shall be applied for at least two (2) weeks in advance.
- ii) No more than two (2) employees shall be granted leave at any one time (but not more than one (1) employee from any one program).

D-1 With reference to Article 11.11 (c), the number of employees that may be absent any one time shall be limited to one (1) per unit.

#### **D-2 Local Coordinator Leave**

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position. Such leave will not be unreasonably denied.

#### **D-3 Professional Development Leave**

If requested each Registered Nurse shall be entitled to one (1) pre-approved seven and one half hour (7.5) paid professional Development day per calendar year. Additional days may be granted at the Manager's discretion.

Those Nurses in the Extended Class (Nurse Practitioners) shall be entitled to three (3) pre-approved seven and one half hour (7.5) paid Professional Development days per calendar year. Additional days may be granted at the Manager's discretion.

The Health Centre recognizes the shared responsibility for professional development, including the personal accountability of all nurses for their continuous learning. The Health Centre supports continuous learning through internal training opportunities and developing initiatives and programs such as Performance Development and Career Mapping to help nurses identify their

personal learning needs. Nurses are encouraged to speak to their Manager.

## **ARTICLE E – HOURS OF WORK – SCHEDULING**

### **FOR SCHEDULES OF 7.5 HOUR TOURS**

E-1 No employee shall be scheduled to work more than seven (7) consecutive days.

If an employee is required by the Health Centre to work more than seven (7) consecutive days, she shall receive premium payment in accordance with Article 14.03 for the eighth (8<sup>th</sup>) and subsequent days worked. Such premium payment will not apply where:

- (a) The eighth (8<sup>th</sup>) day has been worked by the employee to satisfy specific days off requested.
- (b) Such employee has requested to work the eighth (8<sup>th</sup>) day;
- (c) The eighth day is worked as a result of an exchange of tours with another employee.

E-2 No Employee shall be required to work split days or split tours without consent.

E-3 No less than fifteen and one-half (15½) hours between the working tours of an employee will be scheduled within their own units. When an employee has worked six (6) or more consecutive nights, she shall receive at least forty-eight (48) hours off following her scheduled night duty. If an employee works:

- (a) With less than fifteen and one-half (15.5) hours off between working tours, or,
- (b) With less than forty-eight (48) hours off following six (6) or more consecutive night tours;

She shall receive premium payment in accordance with Article 14.03 for the first tour worked.

A shorter period of time between changes of tour may be scheduled by mutual consent in which case no premium payment will apply.

E-4 Employees working on a rotating basis shall get sharing days, evenings and nights as scheduled within their own units. The Health Centre will endeavour to avoid the scheduling of more than one (1) tour change in a week except by request of or agreement by the employee.

An employee may request permanent evening or night tour work and such request shall not be unreasonably denied. It is understood that the Health Centre may require the employee to rotate on other tours for six (6) weeks in each six (6) month period not to exceed eight (8) weeks per year for the purposes of professional development, observation and evaluation. When the employee's request is refused the employee and the Bargaining Unit President will be

advised of the reason.

- E-5 With reference to Article 13.01 (b), the relief periods may be taken off the unit in a place so provided.
- E-6 The Health Centre shall schedule on the basis of granting an employee at least one weekend off in two (2). When an employee is required to work on the second successive weekend she shall be paid time and one-half (1½) of her regular straight time hourly rate for the regular hours so worked. This overtime payment shall apply for every subsequent weekend worked until the weekend off is scheduled. This overtime payment will not apply where:
- (i) A weekend has been worked by the employee to satisfy specific days off requested by such employee;
  - (ii) Such an employee has requested weekend work;
  - (iii) A weekend is worked as the result of an exchange of tours with another employee.
- E-7 A weekend shall be defined as fifty-five and three quarters (55<sup>3/4</sup>) hours off work during the period following the completion of the Friday day tour until the commencement of the Monday day tour.
- E-8 Scheduled hours of work and days off shall be posted at least two (2) weeks in advance and shall cover a six (6) week period. Requests for specific days off must be submitted in writing at least two (2) weeks prior to the date for the posting of the schedule.
- Requests for change in posted time schedules must be submitted to the Nurse Manager and/or designate for approval. The Nurse Manager and/or designate will reply within seventy-two (72) hours of the written request. Such requests must be in writing and co-signed by the employee willing to exchange days or tours. Such request will require the signed approval of the Nurse Manager or designate.
- Such change in a tour of duty initiated by an employee and approved by the Nurse Manager and/or designate shall not result in premium or overtime payment to any of the employees affected by such change.
- Approval of such requests shall not be unreasonably withheld.
- E-9 The tours of any day shall be considered to be those tours in which the majority of the hours fall between 0001 and 2400 hours.
- E-10 The Health Centre will divide standby duty equally among qualified employees. Employees may exchange standby duty with the approval of the Nurse Manager.
- E-11 Scheduling regulations may be waived between December 15<sup>th</sup> and January 15<sup>th</sup> so that all employees will receive five (5) consecutive days off at either Christmas or New Year's. Time off at Christmas and New Year's shall include December 24 (following completion of the day shift) December 25<sup>th</sup> and 26<sup>th</sup>. Time off at New Year's shall include December 31 (following completion of the day shift) and January 1st. The Health Centre will endeavour to schedule more than five (5)



consecutive days off in the case of an individual employee. In the event that an employee receives less than five (5) consecutive days as above, she will be paid premium payment in accordance with Article 14.03 for the first tour so worked.

In developing the Christmas and New Year's schedules, the Health Centre will review previous years' schedules to ensure that there is an equitable distribution when scheduling Christmas and New Year's amongst the employees from year to year.

The Health Centre will schedule such that no employee will be required to work two (2) consecutive Christmas and New Year periods.

Where there is a conflict in the scheduling of either Christmas and/or New Year's, seniority will be the deciding factor.

Request by Employees to work consecutive Christmas and New Year, will not be unreasonably denied.

E-12 With reference to Article 14.09 (Full-Time) equivalent time off shall be taken on a mutually agreed upon basis between the employee and the Health Centre. The period for taking equivalent time off shall be ninety (90) days.

E-13 When an employee is scheduled to work on a Saturday and Sunday, and the Friday or the Monday is a paid holiday, the Health Centre will endeavour to schedule the employee to work the holiday in conjunction with the Saturday and Sunday, unless mutually agreed otherwise. Where an employee is scheduled off on a Saturday and Sunday and the Friday or Monday is a paid holiday, the Health Centre will endeavour to schedule the employee off on the Holiday in conjunction with the Saturday and Sunday, unless mutually agreed otherwise.

E-14 A nurse who will be absent from work due to illness or injury must notify her/his Manager at least two (2) hours prior to the beginning of the nurse's scheduled day shift and four (4) hours prior to the beginning of the nurse's scheduled evening or night shift except in extenuating circumstances. The nurse must also notify the Central Scheduling Department and/or her/his unit as required, where current procedure should be followed.

E-15 REGULAR PART TIME COMMITMENT

With reference to Article 2.05, a regular part-time employee's commitment to be available for work if required by the Health Centre will include:

- (a) Available twelve (12) months of the year less the employee's vacation entitlement;
- (b) Available two (2) weekends in a four (4) week period;
- (c) Available at least six (6) scheduled 7.5 hour tours in a two (2) week period or at least four (4) extended tours in a two (2) week period. The two week periods shall coincide with the Health Centre's biweekly pay period.

- (d) Available either the Christmas period or the New Year's period plus five (5) of the remaining paid holidays, two (2) of which must be between May 15 and September 15.
- (e) Available all three (3) shifts (days, evenings, and nights).
- (f) Available for standby tours if area worked requires this.

E-16 All regular part-time employees in a unit will be scheduled up to their committed hours by seniority before any casual part-time employees are utilized.

Before the schedule is posted and after regular part-time employees on the unit have been given the opportunity to work up to their commitment, the Health Centre will offer additional tours to regular part-time employees on the unit on an equitable basis starting with the most senior employee, prior to offering tours to casual employees.

After the schedule is posted and after regular part-time employees on the unit have been given the opportunity to work up to their commitment, the Health Centre will offer additional tours to regular part-time employees on the unit on the basis of seniority, prior to offering tours to casual employees. The above paragraphs are subject to the following:

- (a) Employees who wish to be considered for additional tours must indicate their availability in accordance with the availability system.
- (b) A tour will be deemed to be offered whenever a call is placed;
- (c) It is understood that the Health Centre will not be required to offer tours which would result in overtime premium pay where there is an ONA member available at straight time pay and has declared their interest in writing and is qualified to perform the work available.
- (d) When a regular part-time employee accepts an additional tour, she/he must report for the tour unless arrangements satisfactory to the Health Centre are made;
- (e) Provided they are qualified, employees may submit their availability to work additional tours to more than one unit provided the availability system is followed.

E-17 For purposes of Article 14.10,

- i. In the hospital the evening shift shall be defined as 1500 hours to 2300 hours, and the night shift shall be defined as 2300 hours to 0700 hours;
- ii. In the LTC the evening shift shall be defined as 1430 hours to 2230 hours, and the night shift shall be defined as 2230 hours to 0630 hours; and
- iii. For the extended tours, an evening shift shall be defined as 1900 hours to 2300 hours and the night shift shall be 2300 hours to 0700 hours.

The Health Centre reserves the right to change the above hours by providing the Union with six (6) weeks' notice.

- E-18 Any and all known overtime shifts, including shifts where no ONA member is available at straight time pay will be offered at premium pay on an equitable basis in accordance with seniority on the unit on the following basis:
- (i) To part time on the unit
  - (ii) Full time on the unit
  - (iii) Other units where the employee is qualified to work on that unit and the employee has expressed interest in working on that unit, part time first then full time
  - (iv) Premium shifts/hours will not be offered such that an employee would work more than sixteen (16) consecutive hours.
- E-19 No regular part-time employee will be scheduled to work solely on tours which are comprised of less than seven and one-half (7.5) hours in any pay period except where such arrangements are agreed to by the employee.
- The Health Centre will endeavour to keep the number of tours comprised of less than seven and one-half (7.5) to a reasonable level.
- E-20 Casual Commitment
- Casual employees are required to submit their availability/non-availability for work for each six (6) week work schedule. Should a casual employee fail to submit their availability/non-availability for three (3) consecutive work schedules, a meeting will be arranged to review the employee's continued interest in remaining employed as a casual employee.
- E-21
- i) Requests for trades within the current posted time schedule must be submitted in writing and co-signed by the nurses willing to make the trade. Each request for a trade will be subject to approval in writing by the Manager or designate. Request for trades will be deemed to be approved if the Nurse Manager and/or designate does not respond within seventy-two (72) hours of the written request being submitted.
  - ii) Nurses will endeavour to trade within the current pay period.
  - iii) Requests for trades within the next posted schedule will only be approved for nurses who are scheduled to work pre-assigned shifts.
  - iv) For Full Time Nurses Only: A trade must be hour for hour, and at straight time for straight time.
  - v) The Manager will approve all trades after consideration of the appropriate skills and experience required to provide appropriate patient care.
  - vi) An approved trade between nurses shall not result in overtime payment to either nurse affected by such trade.
  - vii) Nurses are expected to work the shift that has been traded.

- viii) For nurses who trade into all nights or evening shifts, it is understood that such trade does not constitute a permanent trade. The Health Centre reserves the right to require nurses who work specific shifts for the purpose of reorientation, training, education and performance appraisal.

## **ARTICLE F – EXTENDED TOURS**

- F-1 A longer daily tour (extended tour) shall be introduced into any unit when:
- (a) Eighty percent (80%) of the employees in the unit so indicate by secret ballot; and;
  - (b) The Health Centre agrees to implement the compressed work week; such agreement shall not be withheld in an unreasonably arbitrary manner.
- F-2 A longer daily tour (extended tour) may be discontinued in any unit when:
- (a) More than fifty percent (50%) of the employees in the unit so indicate by secret ballot; or
  - (b) The Health Centre because of:
    - i) Adverse effects on patient care;
    - ii) Inability to provide a workable staffing schedule;
    - iii) Where the Health Centre wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intentions to discontinue the longer daily tour (extended tour) in the schedule.
- F-3 When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
- (a) The parties shall meet within two (2) weeks of the giving notice to review the request for discontinuation; and
  - (b) Where it is determined that the compressed work week will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
- F-4 **Scheduling**
- The following scheduling provisions shall apply to all employees working extended tours as follows:
- (a) No more than three (3) consecutive extended tours shall be scheduled. Should an employee work more than three (3) consecutive extended tours, she/he shall be paid in accordance with Article 14.03 for all hours worked on a fourth and subsequent tour until she/he receives a day off.
  - (b) At least eleven and one-quarter (11.25) hours' time off will be scheduled

between shifts. Should an employee work with less than eleven and one-quarter (11.25) hours off between tours, she/he shall be paid in accordance with Article 14.03 for all hours worked on her/his next scheduled shift.

- (c) A weekend is defined as a minimum of five (5) consecutive extended tours off, sixty (60) hours, which shall commence no later than 1930 hours Friday. It is understood that employees will not be required to report back to work from a regularly scheduled weekend off prior to 0700 hours Monday.
- (d) The Health Centre will not schedule split shifts.

A hospital employee is required to work both day and night shift but will not be required to change tours of duty more than one during a week.

- (e) At least forty-eight (48) consecutive hours off shall be scheduled following night tour. A shorter period of time between changes may be agreed upon by mutual consent. Should an employee work with less than forty-eight (48) consecutive hours off following a night tour she/he shall be paid in accordance with Article 14.03 for all hours worked on her/his next scheduled shift.
- (f) The Health Centre will provide at least every second [2<sup>nd</sup>] weekend off.
- (g) If an employee is required to work on a second [2<sup>nd</sup>] consecutive and subsequent weekend, she/he will receive premium payment as defined in the Collective Agreement, for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:
  - i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee;
  - ii) Such Employee has requested weekend work; or
  - iii) Such weekend is worked as a result of an exchange with another employee.

F-5 Reassignment of staff in accordance with 10.08

If the Hospital has determined that a reassignment of a nurse is necessary in a Unit, regardless of the number of hours of reassignment on that shift, the following will apply in accordance with Article 10.08 (a):

- (a) Nurses on the unit on the shift to be reassigned will be asked if anyone is interested in volunteering for the reassignment. If only one nurse volunteers, she will be reassigned. If more than one nurse volunteers for reassignment, the senior nurse on the Unit volunteering will be reassigned. Reassignment is subject to (c) below.
- (b) If no nurses on the Unit on the shift to be reassigned have volunteered for

reassignment, then the most junior nurse (casual nurses to be reassigned first, then part time, shall be combined seniority.) A Full-time nurse would only be reassigned on rotational basis in extenuating circumstances.

- (c) In accordance with Article 10.07 (g) of the Collective Agreement, it is understood that nurses who volunteer or who are designated for reassignment, will only be reassigned if they are qualified to perform the available work in the Unit or area where the reassignment is to occur. If the nurse who volunteers or who is the most junior on the Unit is not qualified to perform the available work in the Unit or areas where the reassignment is to occur, then the next volunteer (if any) or the next most junior based on rotation will be designated for reassignment.
- (d) This rotation will be based on the duration of time since the nurse was last reassigned or volunteered for reassignment. Rotation will also be based on combined seniority of all part-time nurses and casual nurses in the unit per the current posted seniority list.
- (e) Each unit will develop a method of documenting reassignments.
- (f)
  - (i) Nurses who are mentoring or involved in orientation will not be reassigned for the shift where reassignment is necessary.
  - (ii) Nurses who are assigned as charge nurse will not be reassigned for that shift.
- (g) If a nurse has been called in for a shift, and then the unit is in a reassignment position, prior to commencement of her/his shift, the nurse called in will have the option to go home, if she/he chooses to do so.

### **ARTICLE G – PAID HOLIDAYS**

G-1 With reference to Article 15.01 the twelve (12) paid holidays are:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	2 <sup>nd</sup> Monday in November
Victoria Day	Christmas Day
Canada Day	Boxing Day

G-2 With reference to Article 15.05 the lieu day off shall be granted within sixty (60) calendar days of the holiday. Such days off shall be scheduled by mutual agreement of the Employee and the Health Centre. The Health Centre will endeavour to schedule such days off with a weekend off, where the Employee has so requested.

G-3 With reference to Article 15.04 (a), lieu day off shall be given on a day arranged between the Health Centre and the employee.

G-4 Notwithstanding Article E-9, when an employee working extended tours works on a paid holiday he/she will be paid time and one-half (1 ½) for the actual hours he/she worked on the holiday.

## **ARTICLE H – VACATIONS**

- H-1 For the purposes of calculating vacations and eligibility the fiscal year shall be from May 1<sup>st</sup> of any year to April 30<sup>th</sup> of the following year.
- H-2 With respect to a three (3) week entitlement, such vacation shall begin or end with a weekend.
- H-3 With respect to a four (4) week entitlement, the first three (3) weeks of vacation shall be allotted to an employee on a concurrent basis. The fourth [4<sup>th</sup>] week of vacation will be allotted to an employee at a mutually acceptable time to the employee and the Health Centre.
- H-4 With respect to a five (5) week entitlement, the first three (3) weeks of vacation shall be allotted to an employee on a concurrent basis. The fourth [4<sup>th</sup>] and fifth [5<sup>th</sup>] week of vacation will be allotted to an employee at a mutually acceptable time to the employee and the Health Centre.
- H-5 With respect to a six (6) week or seven (7) week entitlement, the employee may request four (4) weeks of her/his vacation entitlement be allotted on a concurrent basis, except during the months of June, July and August. The remaining weeks of vacation entitlement will be allotted to an employee at a mutually acceptable time to the employee and the Health Centre.
- H-6 Part-time employees will receive vacation pay on each pay.
- H-7 An employee may request one (1) week of her/his vacation entitlement to begin and end with complete weekends off. Such request will be approved once each year. For all other vacation requests the Health Centre shall endeavour to schedule such vacation to begin and end with complete weekends off unless requested otherwise by the employee.
- H-8 Reasonable vacation quotas will be established by the Health Centre and will include only members of this bargaining unit. Vacation quotas for full-time and part-time nurses will be separate.
- H-9 Vacations may be taken at any time during the calendar year that the particular qualifying date, April 30<sup>th</sup>, occurs subject to needs of efficient operations of the Health Centre. Employees with the greater length of service with the Health Centre will have the first choice of vacation dates, provided that they indicate their preference to the Health Centre before March 15<sup>th</sup> in order that the vacation schedule may be posted by April 1<sup>st</sup>. However, an employee may exercise her seniority rights on a once only basis during each vacation year. Vacations shall not accumulate from year to year.

## **ARTICLE I – GENERAL**

- I-1 The Health Centre shall provide bulletin boards for the use of the Union in posting notices of the Union to its members. Such notices must have the approval of the Bargaining Unit President, or her/his designate, prior to such posting.

- I-2 With reference to Article 10.02, seniority lists will be given to the Bargaining Unit President by January 31<sup>st</sup> and July 31<sup>st</sup> of each year.
- I-3 The Bargaining Unit President will be provided with a list each month identifying all ONA members who are on Leave, LTD, WSIB.

#### **ARTICLE J – JOB SHARING**

- J-1 If the Health Centre agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central agreement, the following conditions shall apply unless otherwise agreed by the parties;
- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
  - (b) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and the Nurse Manager of the Unit.
  - (c) The above schedules shall conform with the full time scheduling provisions of the Collective Agreement.
  - (d) Each job sharer may exchange shifts with her partner, as well as with other employees as provided by the Collective Agreement.
  - (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.
  - (f)
    - i) It is expected that in the event that a job share partner is off for an incidental illness the job sharer will first contact their partner to request that their partner cover their shift. If the partner cannot cover the shift, then the job sharer will contact the Health Centre to book coverage.
    - ii) It is understood that job sharers will cover each others' vacation except in extenuating circumstances. Therefore, job sharers will not be included in the overall unit vacation quotas. In the Event that the job share partner is unable to cover their partner's vacation, they will then become part of the unit vacation quotas.
  - (g) In the event that one member of the job sharing arrangement goes on any leave pursuant to Article 11, the coverage will be negotiated with the Nurse Manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
  - (h) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.



- (i) Any incumbent full-time employee wishes to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (j) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

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

#### **ARTICLE K- ELIGIBILITY FOR MENTORSHIP**

The Employer will provide, on a regular basis, all nurses with the opportunity to indicate their interest, in writing, to assume a mentorship role. Application forms will be available on each of the units. It is understood that the Mentors may be required to attend training.

In selecting a Mentor, the Director/designate will take into account the following skills and experience:

- i) Demonstrated, relevant clinical experience
- ii) Understanding of adult learning principles
- iii) Sound knowledge base
- iv) Effective communication skills
- v) Critical thinking and problem-solving skills
- vi) Willingness and ability to share knowledge and skills
- vii) Demonstrated leadership abilities

The Director/designate, in consultation with the Educator (if applicable), will select and assign the Mentor for a given mentoring relationship. The Mentor will be expected to provide feedback and evaluations.

The Mentor will be paid according to Article 9.08 (c).

#### **ARTICLE L – WORKPLACE SAFETY & INSURANCE BOARD AND DISABILITY**

- L-1 The Health Centre will notify the Bargaining Unit President on a monthly basis of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D.
- L-2 When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Health Centre will notify and meet with a staff representative of the Ontario Nurses' Association and the

- L-3 Bargaining Unit President or designate to discuss the circumstances surrounding the employee's return to suitable work, in accordance with Article C-9.  
The Health Centre agrees to provide the employee and the Union with a copy of the Workplace Safety and Insurance Board (WSIB) Form 7 within twenty-four (24) hours of it being sent to WSIB.

### **ARTICLE M – MISCELLANEOUS**

- M-1 The Health Centre will investigate and consider reimbursement for replacement to the employee for damages caused to eyeglasses, contact lenses, dentures or other prosthesis, uniforms and/or personal clothing, as a result of being assaulted while performing her/his work.

The Health Centre will inform the Bargaining Unit President or designate within three (3) days of any employee who has been assaulted while performing her/his work.

### **ARTICLE N – RETIREMENT**

- N-1 Notification of Retirement

It is expected that when a nurse is planning to retire, she/he will endeavour to provide twelve (12) weeks' notice to the Health Centre of her/his retirement date to facilitate recruitment and replacement.

- N-2 Retiree Benefits

Any full-time Bargaining Unit nurse who retires and wishes to continue to participate in the Health and Dental benefits plans as outlined in Article 17.01 (h) will provide payment for the benefits through a pre-authorized withdrawal process. It is understood that any transaction shall be dated the first of each and every month.

### **ARTICLE O – VIOLENCE IN THE WORKPLACE**

#### Definition of Violence

Violence is any actual, attempted or threatened conduct of a person that causes or is likely to cause physical and/or psychological trauma/harm/injury or illness. The Health Centre agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury or that gives a person reason to believe that she/he or another person is at risk of physical and or psychological injury will be condoned in the workplace. Any nurse who believes a situation to be abusive shall report this to her/his immediate Manager who will take every precaution reasonable to rectify the abusive situation.

#### Violence Policies, Measures and Procedures

The Health Centre agrees to develop, maintain, implement in consultation with the Joint Health and Safety Committee (JHSC) and ensure compliance with formalized explicit policies,

measures and procedures and training to deal with violence. The policies will address the prevention of workplace violence, the management of violent situations, and support to employees who have faced violence.

**ARTICLE P – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS**

P-1 The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement

P-2 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement

P-3 Electronic PRWRFs may be sent, via email, to the applicable Manager or designate.

P-4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.

P-5 The union undertakes to get a copy of the electronic version signed by the employee(s).

P-6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.

Dated at Guelph, Ontario this 18th day of December, 2018.

FOR THE HEALTH CENTRE

FOR THE UNION

Joanne Alves

Sherri Ludlow

Matt Smith

Vicki McKenna

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Sarah Clemmer

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Anna Telesz

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Elizabeth Trihey

**LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH'S HEALTH CENTRE, GUELPH  
(HEALTH CENTRE)**

[hereinafter referred to as the "Health Centre"]

And:

**ONTARIO NURSES ASSOCIATION**

[hereinafter referred to as the "Union"]

Re: Paid Parking

The Health Centre will maintain its current policy on paid parking, which is based upon the following rates:

One dollar and seventy-five cents (\$1.75) per day – OR – Thirteen dollars and eighty-five cents (\$13.85) every two (2) weeks;

The Employer agrees to discuss any and all proposed changes to the existing policy with the Union at a Health Centre/Union Committee Meeting as far in advance as possible of the proposed changes;

In the event that the Employer increases the existing parking rate(s), the Union has the right to grieve;

Each nurse will notify the Employer of her/his preferred choice for parking fee deductions on an annual basis. It is understood that the declared choice for parking fee deductions cannot be converted within the same calendar year save and except for changes in the employment status of the nurse or extenuating circumstances.

Dated at Guelph, Ontario this 18th day of December, 2018.

FOR THE HEALTH CENTRE

FOR THE UNION

Joanne Alves

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**LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH'S HEALTH CENTRE, GUELPH  
(HEALTH CENTRE)**  
[hereinafter referred to as the "Health Centre"]

And:

**ONTARIO NURSES ASSOCIATION**  
[hereinafter referred to as the "Union"]

Re: With Reference to Article E- Hours of Work-Scheduling

The Parties agree that Full Time and Regular Part-time nurses can bank lieu time in accordance with Article 14.09, to a maximum of forty-five (45) hours. Equivalent time off will be taken at a mutually agreed upon time between the nurse and the Health Centre. The maximum number of Lieu hours banked will not exceed 45 hours. Any hours above the allotted 45 hours will be cashed out. By March 31<sup>st</sup> of each year, all banked lieu time will be paid out by the next pay period.

Dated at Guelph, Ontario this 18th day of December, 2018.

FOR THE HEALTH CENTRE

FOR THE UNION

Joanne Alves

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**LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH’S HEALTH CENTRE, GUELPH  
(HEALTH CENTRE)**  
[hereinafter referred to as the “Health Centre”]

And:

**ONTARIO NURSES ASSOCIATION**  
[hereinafter referred to as the “Union”]

Re: Meetings - Bargaining Unit President

The parties agree to hold meetings as set out in the Collective Agreement when operationally feasible during the normal working hours of the Bargaining Unit President.

The Bargaining Unit President shall be granted leave of absence with pay for four (4) seven and one half hour (7.5) days per year to attend to Union business. These days shall be mutually agreed between the Bargaining Unit President and her/his Manager.

Dated at Guelph, Ontario this 18th day of December, 2018.

FOR THE HEALTH CENTRE

FOR THE UNION

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**LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH’S HEALTH CENTRE, GUELPH  
(HEALTH CENTRE)**  
[hereinafter referred to as the “Health Centre”]

And:

**ONTARIO NURSES ASSOCIATION**  
[hereinafter referred to as the “Union”]

Re: Scheduling Committee

The parties agree that there shall be a Scheduling Committee comprised of three (3) Union representatives and three (3) Employer representatives. Employees who are members of this Committee will be paid for all time in attendance at committee meetings.

The Committee will meet semi annually. Meetings will be prescheduled on a yearly basis on a mutually agreed upon time prior to the posting of the summer vacation schedule and Christmas schedules.

Summer vacation schedule and Christmas schedules shall be sent electronically to all Committee members prior to the scheduled meeting.

Purpose of the Committee:

- (a) To act in an advisory capacity and to discuss, identify and assist in the resolution of scheduling concerns;
- (b) To review all new and revised master schedules to ensure compliance with the collective agreement;

Dated at Guelph, Ontario this 18th day of December, 2018.

FOR THE HEALTH CENTRE

FOR THE UNION

Joanne Alves

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Elizabeth Trihey

**LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH'S HEALTH CENTRE, GUELPH  
(HEALTH CENTRE)**

[hereinafter referred to as the "Health Centre"]

And:

**ONTARIO NURSES ASSOCIATION**

[hereinafter referred to as the "Union"]

Re: Float Nurse – Full and Part Time Positions

- (a) The Health Centre, at its discretion, will create and post full-time and part-time Float Nurse positions with the hours worked in the Health Centre.
- (b) The Health Centre will schedule this position in accordance with the full-time or part-time scheduling provisions (whichever is applicable) and these positions will be considered full-time or part-time (whichever is applicable) for all other purposes under the Collective Agreement. For the purposes of scheduling the Unit will be defined as the Health Centre.
- (c) The incumbent will receive appropriate orientation to each area before being scheduled to another area. Exceptions will include in extenuating circumstances when a Float Nurse is floated to a different area when needed prior to their appropriate orientation. The parties will follow the reassignment guidelines.
- (d) The Health Centre will determine the appropriate Manager to which the Float Pool will report, and will advise the Bargaining Unit President who the reporting Manager will be, and the Health Centre will inform the Bargaining Unit President of any change to the assigned Manager.
- (e) The Float Nurse will be assigned to their own vacation group. The same will apply to statutory holidays.
- (f) Float Nurses will be placed on a call-in list in order of their seniority as a group. This list will be utilized by the unit who is calling in staff for additional shifts only after staff on that unit have been offered the shifts unless overtime is incurred for unit staff, then the Float Pool will be offered the shift first.
- (g) The parties agree to review any ongoing issues that arise out of the development of this position.
- (h) Cancellation of single or partial shifts shall be in accordance with Article 10.08 and 10.09.

Dated at Guelph, Ontario this 18th day of December, 2018.



Signing page continued,

FOR THE HEALTH CENTRE

\_\_\_\_\_  
Joanne Alves

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Matt Smith

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FOR THE UNION

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Sherri Ludlow

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Vicki McKenna

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Elizabeth Trihey

**LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH’S HEALTH CENTRE, GUELPH  
(HEALTH CENTRE)**  
[hereinafter referred to as the “Health Centre”]

And:

**ONTARIO NURSES ASSOCIATION**  
[hereinafter referred to as the “Union”]

Re: Nurse Practitioners R.N.E.C. (Registered Nurse Extended Class)

The parties agree that the Nurse Practitioner/RNEC role is one that may be permitted greater flexibility in scheduling due to the nature of the work and in accordance with their workload. The schedule of Nurse Practitioner/RNEC may be adjusted in consultation with their manager to compensate for the variations in that load. Such flexible scheduling will not result in premium pay under the scheduling provisions contained at Appendix 5 of the collective agreement. The parties agree to discuss any ongoing workplace issues at the Hospital Association Committee (HAC).

Dated at Guelph, Ontario this 18th day of December, 2018.

FOR THE HEALTH CENTRE

FOR THE UNION

Joanne Alves

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**LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH'S HEALTH CENTRE, GUELPH  
(HEALTH CENTRE)**  
[hereinafter referred to as the "Health Centre"]

And:

**ONTARIO NURSES ASSOCIATION**  
[hereinafter referred to as the "Union"]

Re: Union Resources

Where a room is available, the Union may schedule meetings at the Health Centre, when approved by the employer.

The Health Centre will provide the ONA Bargaining Unit President access to a computer, an email account and a designated telephone extension to be utilized as per the hospital policies.

The Health Centre will also provide a location for a locked cabinet for use by the ONA Bargaining Unit representatives to store Union files.

Dated at Guelph, Ontario this 18th day of December, 2018.

FOR THE HEALTH CENTRE

FOR THE UNION

Joanne Alves

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**LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH'S HEALTH CENTRE, GUELPH  
(HEALTH CENTRE)**

[hereinafter referred to as the "Health Centre"]

And:

**ONTARIO NURSES ASSOCIATION**

[hereinafter referred to as the "Union"]

Re: Electronic Grievance Form

- (a) The parties agree to use the electronic version of the O.N.A. Grievance Form at Appendix 1 of the Collective Agreement.
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Collective Agreement.
- (c) The Union undertakes to get a copy of the electronic version signed by the Grievor if the grievance is processed beyond the 2<sup>nd</sup> Step of the grievance procedure.
- (d) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

Dated at Guelph, Ontario this 18th day of December, 2018.

FOR THE HEALTH CENTRE

FOR THE UNION

Joanne Alves

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