

## **COLLECTIVE AGREEMENT**

Between:

**THE OTTAWA FERTILITY CENTRE INC.**  
(hereinafter referred to as the "Employer")

And:

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

**Expiry Date: June 30, 2024**

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## **ARTICLE 1 – PURPOSE AND RECOGNITION**

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Ottawa Fertility Centre (hereinafter referred to as the “Employer”) and the Ontario Nurses’ Association (hereinafter referred to as the “Union”, to provide mechanisms for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages for all nurses who are subject to the provisions of this Agreement. Also, to facilitate the long term sustainability of the clinic by fostering goals of quality, safety, efficiency, productivity, client service, employee engagement and continuous improvement.
- 1.02 The Employer shall not propose and/or enter into any agreement with an Employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.
- 1.03 Persons employed by the Employer who are not covered by this Agreement, including Supervisors, shall not perform work which has been performed exclusively by bargaining unit Employees, except in situations where regular nursing staff are unavailable to perform the work.
- 1.04 No bargaining unit Employee shall be laid off, displaced or terminated, or suffer a reduction in hours of work, as a result of the Employer contracting out any of its work or services that fall solely within this scope of nursing practice.

## **ARTICLE 2 – SCOPE AND DEFINITIONS**

- 2.01 "Registered Nurse" is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act, 1974 as amended.
- 2.02 “Registered Practical Nurse” is defined as a practical nurse who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act, 1974 as amended.
- 2.03 "Nurse" where it appears in this Agreement shall mean all registered, registered practical nurses covered by the Agreement.
- 2.04 A full-time Employee is an Employee who is regularly scheduled to work the normal full-time hours referred to in Article 12.
- 2.05 A regular part time Employee is an Employee who is regularly scheduled to work less than thirty-seven and one half (37.5) hours in a week and who is available for work on a regular pre-determined basis. All part time Employees shall be assigned a full time equivalent (FTE) point code.
- All other Employees shall be considered casual Employees. Casual Employees shall be assigned at least two (2) shifts per four (4) week period and shall be the first ones cancelled in case of a reduction in work.

2.06 Temporary Positions

- (a) A Temporary position is where a nurse is hired on a term and task basis to replace nurses on leave of absences, including pregnancy and parental leave for a fixed period of time. A nurse hired on this basis shall be deemed to be in the bargaining unit; however, the parties agree that such temporary position nurses shall have no claim to the position temporarily filled. If the nurse hired for the Temporary position is successful in obtaining a permanent job, all hours worked in the temporary position will be credited to the nurse's seniority and will be considered part of the nurse's probationary period.
- (b) If the temporary position is filled by a nurse currently employed by the OFC, then at the conclusion of the temporary position the nurse shall return to their former position.
- (c) It is agreed by both parties that the Employer will post any temporary vacancies in accordance with Article 10.03 of this agreement prior to posting the temporary vacancy externally. All Temporary positions that will be posted are to be discussed with the bargaining unit president, and a copy of the job posting will be provided.
- (d) The Employer agrees that the use of temporary positions shall not result in the loss of normal work hours, position(s) or salary of bargaining unit member(s). In addition, the use of temporary staff shall not prevent the hiring of permanent bargaining unit member(s).

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

2.08 Job Sharing

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

- (a) Job Sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) Employees and the Immediate Supervisor. If the job share partner is unable to cover the partner's absences, these will be filled the same as other replacements are.
- (c) The above 2.09 (a) and 2.09 (b) shall conform with the full-time scheduling provisions in article 13.
- (d) Each job sharer may exchange shifts with her partner, as well as with other Employees, upon the approval of the Director.
- (e) Job sharers are required to cover their partner during short term sick leave and vacation of less than three (3) weeks. Job sharers are not responsible for arranging coverage for their position during an absence.

(f) Where a job sharer is going to be absent, other part-time Employees shall be offered the additional tours, if required.

(g) Implementation

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

(h) An incumbent full-time Employee wishing to share her position may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

(i) If one of the job sharers leaves employment with the Ottawa Fertility Centre, or leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the remaining Employee in the shared position will have the option of continuing in the full-time position. If she does not continue, the position must be posted according to the Collective Agreement.

(j) Discontinuation

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

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

2.09 Registration

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

2.10 "Day" as used in this Agreement shall mean a calendar day.

2.11 Director as used throughout this Agreement shall mean any of the Directors at the Centre or their designate.

### **ARTICLE 3 – RECOGNITION**

- 3.01 The Employer recognizes ONA as the exclusive bargaining agent “for all registered nurses, registered practical nurses and nurses with temporary certificates of registration, save and except nurse manager and those above the rank of nurse manager, who are employed at the Ottawa Fertility Centre in a nursing capacity.”
- 3.02 The Union will elect or otherwise select a Employee employed by the Employer to act as a Employee Representative.

### **ARTICLE 4 – NO DISCRIMINATION, HARASSMENT AND/OR VIOLENCE**

- 4.01 There shall be no discrimination by the Employer or the Union against any Employees because of membership or non membership in any lawful Union.
- 4.02 (a) “Every person who is an Employee has a right to freedom from harassment in the work place by the Employer or agent of the Employer or by another Employee because of race, ancestry, place of origin, sex, sexual orientation, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability”. ref: Ontario Human Rights Code, Sec. 5 (2).
- (b) Where applicable the terms and conditions of the Human Rights Code will be observed.
- (c) “Every person has a right to be free from,
- (i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- (ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person”. ref: Ontario Human Rights Code, Sec. 7 (3).
- (d) The Employer and the Union recognize their joint duty to accommodate disabled Employees in accordance with the provisions of the Ontario Human Rights Code.
- 4.03 The Parties agree that a safe work place, free of violence and harassment is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between members of the healthcare community. Employees are empowered to report incidences of disruptive behaviour or domestic violence without fear of retaliation. The parties are committed to a harassment and violence free workplace and recognize the importance of addressing discrimination, harassment, and violence issues in a timely and effective manner.

The Ottawa Fertility Centre recognizes that it has a responsibility to protect its Employees from threats of violence, whether those threats come from outside the

organization (family members, patients, visitors, and others) or internally (Employees, staff members, owners). The Centre's policy on workplace violence and prevention shall include the following elements: training for Employees on how to recognize when an Employee or patient is exposed to violence, guidance on how to approach a situation where violence is suspected, and what to do in response to a direct threat of violence at the OFC. The OFC supports the notion that education and training is the best strategy to protect Employees and patients from violence. In addition, the Centre regularly assesses security enhancements to the facility that might better protect Employees from threats of violence.

The Joint Health and Safety Committee will play an instrumental role in developing the Centre's workplace violence and prevention strategy.

"Workplace violence" means,

- (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, and
- (c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

## **ARTICLE 5 – NO STRIKES OR LOCKOUTS**

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

## **ARTICLE 6 – MANAGEMENT RIGHTS**

6.01 Subject to the terms of this agreement, including the grievance and arbitration procedures, the Union recognizes it is the exclusive right of the Employer to:

- (a) Generally manage the business in which the Employer is engaged and, without in any way restricting the generality of the foregoing, to determine in the interests of the highest standards of efficiency, the number of personnel required at any time, the hours of work, starting and quitting times, work assignments, schedules of work, the location of operations, the number of shifts, the functions to be performed and the methods, procedures and equipment to be used, job content, hygiene standards, the qualifications of a Employee to perform any particular work; use improved methods and equipment; schedule overtime; and require Employees to submit to a medical examination by a qualified medical practitioner (other than a member of the bargaining unit) to ascertain their fitness to work or return to work after having been in a medical practitioner's care, and to conduct the staff performance reviews to evaluate the progress of Employees.

- (b) Maintain order, discipline, and efficiency, and in connection here within to establish, alter and enforce from time to time reasonable rules and regulations to be observed by its Employees.
- (c) Hire, retire, classify, direct, transfer, assign to shifts, promote, demote, lay-off or re-call, discharge or otherwise discipline Employees provided that a complaint that a Employee who has acquired seniority has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

## **ARTICLE 7 – UNION SECURITY**

- 7.01 The Employer agrees as a condition of employment to require Employees covered under this Collective Agreement to authorize a deduction from their earnings of an amount equal to the regular monthly Union dues. The Union shall notify the Employer from time to time in writing of the amount of such dues and any changes thereto.
- 7.02 Deductions in the amount authorized in 7.01 above shall be made in the first payroll period in each month from the earnings of all bargaining unit nurses. The first deduction, in the case of a newly-hired Employee, shall be made at the time of the regular deductions in the month following employment. Payment for the full amount of the monies so deducted shall be remitted to the Treasurer of the Union no later than the sixth (6th) day of the month following the deduction accompanied by a list of the names of the Employees for whom the deduction has been made.
- 7.03 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of or by reasons of deductions made or payments made in accordance with this article.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

- 8.01 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 8.02 (a) Step 1 It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until she has first given the Manager the opportunity of adjusting her complaint. Such complaint shall be discussed with the Manager within nine (9) calendar days after the circumstances giving rise to it have occurred. If the complaint is not settled, it shall be taken up as a grievance within nine (9) calendar days of the discussion in the following manner and sequence:
- Step 2 The Employee may submit a written grievance, signed by the Employee, to the Director or designate within nine (9) calendar days following the decision in Step 1, on a prescribed Union form and shall identify the nature of the grievance, the provisions of this Agreement which are alleged to have been violated and the remedy which is sought. A meeting will be held between the Director or designate and the Grievance



Committee within nine (9) calendar days of the submission of the grievance at Step 2 unless extended by agreement of the parties. It is understood and agreed that a staff representative of the Union will be present, and the grievor may be present at the meeting. It is further understood that the Director or designate may have such counsel and assistance as may be desired at such meeting. The decision of the Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the grievance reply will be provided to the Labour Relations Officer.

Note: It is understood that at any stage of the grievance process, including Step 1, or at any disciplinary meeting, a member of the Union shall have a representative of the Union present, such representative shall be the Bargaining Unit President or designate.

#### 8.03 Policy Grievance

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

#### 8.04 Group Grievance

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

#### 8.05 Discharge Grievance

The release of a probationary Employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure. The Employer will not release an Employee for reasons which are arbitrary, discriminatory or in bad faith and agrees that release of an Employee on these grounds is subject to grievance as per Article 8.02.

The Employer agrees to provide written reasons with Nine (9) days to the affected Employee in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline an Employee who has completed her or his probationary period, without just cause.

A claim by an Employee who has completed her or his probationary period that she or he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the Employee with the Employer at Step 2 within nine (9) days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) Confirming the Employer's action in dismissing the Employee; or

- (b) Reinstating the Employee with or without loss of seniority and with or without full compensation for the time lost; or
- (c) By any other arrangement which may be deemed just and equitable.

## 8.06

Arbitration

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty-eight (28) calendar days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within twenty-eight (28) days after the decision under Step 2, it will be deemed to have been received within the time limits.

Single Arbitrator:

- (a) Either of the parties to this Agreement is, in such event, to notify the other party in writing of its desire to submit the matter in dispute to arbitration and if the recipient of the said notice and the party desiring the arbitration do not, within a period of fourteen (14) days after the receipt of the said notice, agree upon a single arbitrator, the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.
- (b) The Employer and the Union shall share equally the cost of the arbitration proceedings and the cost of the Arbitrator.
- (c) The Arbitrator shall not have authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof.
- (d) The decision of the Arbitrator appointed pursuant to this Article is final and binding on the Employer, the Union, and any Employee affected thereby.
- (e) The time limits and other procedural requirements set out in Article 8 are mandatory and not merely directory, and notwithstanding section 48(16) of the Labour Relations Act, 1995, no matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the time specified. The provisions of this clause shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing, signed by both parties.

## 8.07

It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Centre and the representatives of the Union will be final and binding upon the Centre and the Union and the Employees.

## **ARTICLE 9 – REPRESENTATIVES AND COMMITTEES**

- 9.01
- (a) The Union shall provide a list of the names of the Local Union Executive, committee members and representatives to the Director. This list will be revised when changes occur.
  - (b) The union shall provide thirty (30) day notice of the committee members to the Employer when a change occurs.
  - (c) Employee representatives and members of committees must obtain permission from the Director before absenting themselves from their place of duty to engage in any activity relating to the affairs of the Union. Such permission shall not be unreasonably denied.
  - (d) The Employer shall pay Employee representatives and committee members their respective salaries for all regular time while attending mutually agreed upon meetings held between the parties during regular working hours.
- 9.02 The Employer acknowledges the right of the Union to appoint or otherwise select the following:
- (a) One (1) Bargaining Unit President;
  - (b) One (1) member to serve on the grievance committee plus the grievor. The Grievance Committee shall investigate and process all grievances;
  - (c) Two (2) members to serve on the Negotiating Committee, one of which will be the Bargaining Unit President. The Union shall notify the Employer in writing the names of the negotiating team members before Management shall be required to recognize such Employees in that capacity. The Union shall immediately inform the Employer in writing of any changes in the negotiating team. The Negotiating Committee shall meet with the representatives of the Employer to negotiate the renewal of the Agreement between the parties;
  - (d) One (1) member will serve on the Health and Safety committee. The member will be trained and will act as a certified worker under the Occupational Health and Safety Act. Any costs associated with the training will be paid by the Employer.
  - (e) Bargaining Unit members and representatives may have access to the Employer's facilities to conduct Union-related matters including meetings. Requests must be made to the Director at least five (5) working days prior to the event. Such requests will not be unreasonably withheld.
  - (f) The Employer acknowledges that the Employee representatives and committee members have regular duties to perform on behalf of the Union. The Employee representatives and committee members shall, with the consent of the Manager, be permitted to leave her regular duties for up to two hours per week to perform legitimate duties as required. Such time away from work will be considered paid time. Such consent from the

director shall not be unreasonably withheld. Employee Representatives and committee members shall ensure that the least amount of disruption to service provision as reasonably possible.

- (g) In addition, Employees appointed to the Negotiating Committee, who are required to be in attendance at negotiating sessions, shall be paid their regular hourly rate for time spent up to their normal working hours and on normal work days, for each day spent at negotiations, notwithstanding 9.01 d) this cost will be shared equally between the Employer and the Union.

### 9.03 Professional Responsibility

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

- (a) At the time of the professional practice and workload concerns occurs, the Employees will discuss the concerns with the Manager within the unit to develop strategies to meet patient care needs using the current resources.
- (b) Failing resolution of the professional practice and workload concerns at the time of occurrence or if the issues are ongoing the employees document their concerns on the Professional Responsibility Workload Forms and will discuss the issues with their Manager on the next day that the manager or designate and the nurse are both working or within nine (9) calendar days whichever is sooner. When meeting with the manager to discuss the concerns the employee may request the assistance of a Union representative to support/assist them at the meeting.
- (d) The Manager will provide a written response on the Professional Responsibility Workload form (PRWF) and forward the response to the Employees and The Bargaining Unit President within 10 days of the meeting with the Employees.
- (e) Every effort will be made to resolve the professional practice and workload concerns at the unit level. Failing resolution at the unit level, the PRWF will be forwarded to the Labour Management Committee within 15 days. The Committee shall hear and attempt to resolve the concern(s) to the satisfaction of both parties and report the outcome to the employees using the PRWF. If the matter is not resolved it may be referred under the Grievance Procedure.

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

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

### 9.07 Occupational Health and Safety

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

At the time of the workplace accident/claim, the Certified Representative will be notified and a joint investigation will take place.

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

9.08 Labour Management Committee

The parties agree to the importance of keeping the lines of communication open between the Employees and the Employer. Both parties shall name two persons to the Labour Management Committee. The committee will be made up of two Union and two Employer Representatives. For the Union there will be two members and one alternate, one of whom is the Bargaining Unit President. The Servicing Labour Relations Officer (SLRO) will be the alternate. The meeting of this committee shall take place every three (3) months or as deemed necessary by the Union and the Employer upon five (5) days' notice. Chairing of the meetings and recording of the minutes shall alternate between the Union and the Employer.

**ARTICLE 10 – SENIORITY**

10.01 Lay-off and Recall

- (a) Both parties recognize that job security should increase in proportion to length of service and that it is the responsibility of Management to maintain effective operations.
- (b) Therefore, in the event that a reduction of the working force is required, seniority shall be the determining factor provided the Employee has the qualifications, skills and ability to perform the work. Subject to the foregoing, Employees shall be laid off in the reverse order of their seniority and Employees shall be recalled in order of their seniority. No new Employees will be hired until those laid off have been given an opportunity to return to work in accordance with the above criteria.
- (c) All cases of work shortages, layoffs or decreases in the working work force affecting the bargaining unit will be discussed with the Union prior to their implementation. Discussions shall include the reasons causing the lay-off, the service the Employer will undertake after the lay-off, and the method of implementation, including areas of cutback and the Employees to be laid off.
- (d) A lay-off shall include the discontinuation or displacement within the Centre due to lack of work or reduction or discontinuation of a service or services where such a reduction results in an Employee working below their FTE for a period longer than two (2) consecutive weeks. However, a reduction greater than 50% of the FTE shall constitute a lay off. The annual shut down in December shall not trigger a lay-off.
- (e) An Employee who is subject to layoff shall have the right to:

- i) accept layoff; or
  - ii) elect to transfer to a vacant position in the Bargaining Unit provided she/he has the qualifications, skills and ability to perform the normal duties of the job with reasonable orientation and training; or
  - iii) bump the least senior Employee in the same position first, then the same or lower job level, if any, provided the Employee has the qualifications, skills and ability to perform the normal duties of the job without training other than orientation.
- (f) The decision of the Employee to accept the lay-off or to bump, as set forth in i) and iii) above, shall be given in writing within seven (7) days following notification of lay-off. Employees failing to do so shall be deemed to have accepted the lay-off. A Employee subject to lay-off who declines a bump into a position for which she/he possess the requisite greater seniority, qualifications, skills and ability shall be deemed to have accepted the lay-off.
- (g) Subject to 11.03 (d), a nurse shall exercise her/his entitlement to bump as follows:
- i) Full-time Employees will bump the least senior full-time or part-time Employee.
  - ii) Part-time Employees will bump the least senior part-time Employee.
  - iii) Part-time Employees will bump the least senior full-time Employee for the % of FTE she was working.

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

(h) Obligation to Respond to Notice of Recall

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

(i) Severance Pay

Will be in accordance with The Employment Standards Act.

(j) Seniority

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

- (a) Prior to the appointment to a vacant or new position the Employer shall post notice of the vacancy or new position on electronic bulletin boards for a minimum of seven (7) calendar days in order that all staff will know that the position is open and be able to make written application to their immediate Manager. A copy of each posting shall be sent to the Employee Representative of the bargaining unit.
- (b) The parties recognize that job opportunities and security shall increase to proportion of length of service. Therefore, it is agreed that all cases of vacancy, promotion, lay-off and rehiring, senior Employees shall be entitled to preference when qualifications are relatively equal.

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

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

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

#### 10.03

#### Seniority and Service

- (a) Seniority lists of Employees covered by this Agreement shall be posted by the Employer as of January 15th of each year. A copy of the Seniority list shall be provided to the Union.
- (b) Seniority is defined as the length of service with the Employer within the bargaining unit.
- (c) Seniority shall be used in determining preference or priority for vacations, promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job.
- (d) Seniority for full-time employees shall be calculated on the basis of one year, where 1,950 hours equals one (1) year of service.
- (e) ~~Service~~ Seniority for part-time and casual nurses is defined as the number of hours worked in the bargaining unit where 1,500 hours equals one (1) year of service.
- (f) Seniority shall be used in vacation entitlement and wage grid progressions.
- (g) An Employee's seniority and employment shall automatically terminate without further notice when she:
  - i) voluntarily quits;
  - ii) is dismissed for just cause and is not re-instated in accordance with the provisions of this Agreement;

- iii) has performed no work for the Employer for whatever reason for a period of three (3) months, except where a Employee has been on a authorized leave of absence;
- iv) overstays an authorized leave of absence;
- v) used such leave for any reason other than the one for which it was granted;
- vi) retires;
- vii) is absent from work for two (2) consecutive days without advising the Employer, except for reasons beyond the Employee's control.

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

Notwithstanding this provision, seniority shall accrue if an Employee's absence is due to disability resulting in short term sick leave benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.

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

Seniority and service will continue to accrue for Employees on Pregnancy and Parental leave under Article 11 for a period up to eight-teen (18) months.

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

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

#### 10.05 Probationary Period

An Employee will be considered probationary for her first four hundred and fifty (450) hours worked and will have no seniority rights during that period. If she is suspended or discharged at any time during such probationary period, such discharge or suspension shall not be subject to the grievance or arbitration procedures. Upon satisfactory completion of the probationary period, a Employee shall acquire seniority dating from the date she last commenced employment and shall thereafter accrue seniority as provided herein. After consultation with the Union, the Employer may extend the probationary period for up to an additional 450 hours, if required.



## **ARTICLE 11 – LEAVE OF ABSENCE**

### 11.01 Leave of Absence Without Pay

The Employer may grant leave of absence without pay at its discretion if an Employee requests such a leave in writing, by formal letter twelve (12) weeks in advance. Where 12 weeks' notice is not possible in the circumstance of an emergency, the Employer may grant such leaves at their discretion. Leaves of absence may be extended if there is good reason and the Employer and the Union mutually agree. The Employee must request the extension in writing twelve (12) weeks prior to the expiration of her initial leave. Such leave must not be unreasonably denied. The Employer will respond in writing within 14 days of any such requests. Leaves of absence that extend beyond one (1) year will require the Employee to relinquish her/his status.

### 11.02 Bereavement Leave

Bereavement leave will be granted to Employees up to a maximum of three (3) consecutive working days plus the day of the funeral for a total of four (4) days per occurrence with pay in the event of a death in the immediate family. Immediate family shall be defined as parents, grandparents, spouse/same sex partner, siblings, children, and immediate family of spouse/same sex partner as defined above. Where an Employee does not qualify under the above-noted conditions, the Centre may nonetheless grant a paid bereavement leave.

An Employee shall be granted one (1) day of bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece, nephew, or cousin

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

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

Employees in receipt of in-lieu benefits shall receive up to three (3) consecutive days leading up to the funeral plus one (1) day to attend a funeral. Bereavement leave shall be applied to scheduled days only.

### 11.03 Pregnancy Leave

The Employer will top up the members on Pregnancy or Parental leave to eighty-four percent (84%) up to a total maximum of seventeen (17) weeks. If the members combine the leaves (Pregnancy and Parental) the total weeks combined permitted is seventeen (17) weeks.

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. An Employee who is eligible for a pregnancy leave may extend the leave for a period of up to eight-teen (18) months' duration, inclusive of any parental leave.

- (b) The Employee shall give written notification at least one (1) month in advance and where possible will give two months' notice, of the date of commencement of such leave and the expected date of return.
- (c) The Employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the OFC at least eight (8) weeks in advance thereof. The Employee shall be reinstated to her former position unless the position has been discontinued in which case she will have rights under the layoff clause.
- (d) Employees newly hired to replace Employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the OFC, in a permanent position, the Employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The Employee shall be credited with days worked towards the probationary period. The OFC will outline on posting to fill such temporary vacancies that it is a MLOA replacement.
- (e) The OFC may request an Employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) During the pregnancy leave, credit for seniority and credit for service for the purposes of salary increment and vacation shall continue. In addition, the Employer shall continue to pay its share of the benefits provided under the collective agreement during the period of pregnancy leave to a maximum of seventeen (17) weeks, provided the Employee pays her share. For part time Employees, seniority and service accumulation for the purpose of salary increment and proration shall be based on an average hours worked by the Employee of in the previous six (6) months.
- (g) In the event of an increment or general wage increase – retroactive or otherwise – falling due during the period of the pregnancy leave, the Employee's rate of pay and vacation pay shall be recalculated and adjusted accordingly effective the date of increase.

#### 11.04

#### Parental Leave

The Employer will top up the members on Parental leave to eighty-four percent (84%) up to a total maximum of ten (10) weeks.

- (a) An Employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*.
- (b) A "parent" includes:
  - i) A birth parent;
  - ii) An adoptive parent (whether or not the adoption has been legally finalized); or
  - iii) A person who is in a relationship of some permanence with a parent of the child and who plans on treating the child as their own. This includes same sex couples.

- (c) An Employee who has taken a pregnancy leave under Article 11.03 is eligible to be granted a parental leave of up to sixty-one (61) weeks' duration, in accordance with the Employment Standards Act.
- (d) An employee who has not taken a pregnancy leave under Article 11.03 is entitled to take up to sixty (63) weeks' of parental leave.
- (e) In cases of adoption, the Employee shall advise the OFC as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the Employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (f) The Employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the Employee will have rights under the layoff clause.
- (g) Employees newly hired to replace Employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the OFC, in a permanent position, the Employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The Employee shall be credited with days worked towards the probationary period. The OFC will outline on posting to fill such temporary vacancies that it is a MLOA replacement.
- (h) During the parental leave, credit for seniority and credit for service for the purposes of salary increment and vacation shall continue.
- (i) In addition, the Employer shall continue to pay its share of the benefits provided under the collective agreement during the period of parental leave, provided the Employee pays her/his share.
- (j) For part time Employees, seniority and service accumulation for the purpose of salary increment and proration shall be based on an average hours worked by the Employee of in the previous six (6) months.
- (k) In the event of an increment or general wage increase – retroactive or otherwise – falling due during the period of the pregnancy leave, the Employee's rate of pay and vacation pay shall be recalculated and adjusted accordingly effective the date of increase.

## 11.05

Family Medical Leave

- (a) Family Medical Leave will be granted in accordance with the Employment Standards Act for up to twenty-eight (28) weeks within a fifty-two (52) week period.
- (b) An Employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Employer will continue to pay its share of the premiums of the subsidized Employee benefits provided the Employee

pays their share of the premiums, including RRSP contributions, in which the Employee is participating during the leave.

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

#### 11.06 Leave for Employees Elected to Union Office

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

#### 11.07 Witness and Jury Duty

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

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

#### 11.08 Professional Development

Continuous professional development is an important part of ongoing quality improvement at the Ottawa Fertility Centre. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs, short-term continuing education activities, in-house education and training, certification programs, and attendance or participation in relevant conferences. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development.

Employees shall be paid at regular straight time while in attendance at approved conferences, courses, and/or other educational events. Where the Employer requires e-learning, it will make reasonable efforts to enable training to occur during a nurse's regular working hours. The Employer will notify the Employee in advance the time that will be paid at his or her regular straight time hourly rate of pay for e-learning (or similar initiatives) where there is not a fixed time to complete the course.

The Employer undertakes to enrich the learning experience of its Employees by hosting in-house learning opportunities from time-to-time. Employees understand that such sessions are voluntary and unpaid. Attendance at mandatory staff meetings (including, but not limited to Employer-sponsored education and information sessions) shall also be considered paid time.

No Employee shall earn overtime or time-in-lieu as a result of attendance at a conference or other Employer-sponsored event. Further, no more than 7.5 hours shall be paid on any day that an Employee attends a conference. Travel time to and from a conference, course, and/or other educational event shall not be considered paid time, unless prior approval has been received in writing from the Employer.

- 11.09 An Employee shall be entitled to time off with pay, without loss of service, seniority or benefits, to write work related examinations.
- 11.10 Upon three (3) months' written notice, the Employer agrees, provided that such request has minimal cost or impact to operations and the ability to continue to serve patients, to grant leaves of absence without pay to Employees for a one (1) year period of sabbatical leave provided that a Employee has four (4) years of continuous service to the Centre. During such leaves, seniority will not accrue, but the Employee will retain her service and seniority for all purposes upon her return. Such leave shall not be unreasonably denied. No more than two (2) Employees may be on any combination of sabbatical and/or prepaid leaves at the same time.

## **ARTICLE 12 – HOURS OF WORK AND OVERTIME**

- 12.01 (a) The normal hours of work shall be thirty-seven and one half (37.5) hours per week or seventy five (75) hours per two week period. There will be a one half (1/2) hour unpaid meal break plus two (2) fifteen (15) minute paid breaks per seven-and-one-half (7.5) hour shift. The breaks will be scheduled by mutual agreement between Management and the Employee. A shift shall be considered not less than four (4) consecutive hours worked, except where the Employee is required to attend an educational event or work related meeting.
- A full-time nurse who is required to work on their scheduled day off shall receive overtime premium of one and one-half (1 ½) times their regular straight time hourly rate except on a paid holiday. On a paid holiday, both full-time and part-time nurses shall receive two (2) times their regular straight hourly rate when required to work on their scheduled day off.
- (b) None of the above shall be deemed to constitute any guarantee whatsoever, either as to the hours of work per day or per week, nor as a guarantee of shift schedules.
- (c) The Employer agrees to grant lieu time off for all hours worked in excess of seventy five (75) hours per two week period at time and one-half. Lieu/comp time must be taken within 90 days following the period in which overtime was worked and in any event it must be taken before the end of the calendar year with the advance approval by their immediate Manager. Time off will be scheduled based on mutual agreement between parties. If there is no opportunity to use lieu/comp time, it will be paid out at the end of the calendar year. All overtime, whether at straight time or time and one-half must be approved by the Manager.
- (d) Employees required to work more than two weekends in a four week period in the nursing rotation will receive overtime premium at the rate of time and

one-half their regular hourly rates for all hours worked on such a weekend. Additional shifts shall be distributed as per 12.06.

12.02 Notwithstanding art. 13.01, Bargaining Unit Employees shall be considered for flexible work schedules. Any Employee interested in such an arrangement shall make the request in writing to their immediate supervisor. The Employer shall have the right to decide whether an Employee will be allowed to work a flexible schedule based on the following criteria:

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

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

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

12.03 a) An Employee shall be paid a weekend premium of two dollars and eighty cents (\$2.80) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

b) When an Employee is assigned as "In Charge" in the absence of the nursing manager they will be paid an additional premium of two dollars (\$2.00) per hour.

12.04 Standby Pay – only during the Christmas schedule:

An employee who is scheduled to remain 'on call' in the event their services maybe required between the hours of 0700 -1530 the employee shall be paid thirty seven dollars and fifty cents (\$37.50).

The employee shall receive time and one – half (1 ½) their regular straight time hourly rate for all hours worked on the paid holiday with a minimum guarantee of four (4) hours' pay.

12.05 Part-Time Employees:

- i) are available for 52 weeks per year minus his/her vacation entitlement; and
- ii) are available to work a maximum of two (2) weekends in four (4); and
- iii) are available to work either Christmas period or New Year's period; and
- iv) are available for 50% of paid holidays which includes Christmas and New Years; and

- v) submit additional availability in writing including number of shifts prepared to work in a pay period.
- 12.06
- i) After the schedule is posted all shifts shall be considered additional and shall be offered to all regular part-time Employees assigned to the unit up to their commitment before being offered to casual Employees, notwithstanding Article 2.06.
  - ii) The part-time Employees will be offered the additional shifts prior to offering the shifts to full-time Employees.
  - iii) Regular part-time Employees and job share Employees who wish to be considered for additional shifts beyond their commitment shall so indicate to their Clinical Manager in writing.
  - iv) The Centre shall assign and cancel such additional shifts equitably by seniority within a four (4) week period.
  - v) It is recognized the Centre shall not be required to assign any hours which may result in overtime premium pay.

12.07 Work Schedules

It shall be the responsibility of the Employee to consult posted work schedules. All work schedules shall be prepared and posted so that full-time and part-time nurses will be aware of their rotation schedules at least four (4) weeks in advance of such a rotation coming into effect (as per Article 15.03). Changes to the posted work schedule shall be brought to the attention of the Employee. Where less than twenty four (24) hours' notice is given personally to the Employee for the cancellation of a shift, time and one-half (1 ½) of the Employee's regular straight time hourly rate will be paid for all hours worked on the Employee's next shift worked.

12.08 Tours of Less than 7.5 Hours

- (a) The Centre may schedule tours of less than 7.5 hours where deemed necessary to maintain appropriate levels of service
- (b) Where an Employee is scheduled to work less than the normal tour (7.5 hours), Article 12 in its entirety applies except as amended by the following:
  - i) the Centre will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum;
  - ii) no Employee will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the Employee or represent the hours of work for a position which has been posted;
  - iii) In a shift of not less than four (4) hours, an Employee will be entitled to a paid relief period of fifteen (15) minutes, to be scheduled by mutual agreement between Management and the Employee.

- iv) in a shift longer than four (4) hours, an Employee will be entitled to one half (1/2) hour unpaid meal break, to be schedule by mutual agreement between Management and Employee.

12.09

Christmas/ New Years Schedule

Upon request, nurses will be scheduled 3 consecutive days off at either Christmas or New Years. Time off at Christmas shall include December 24, 25, and 26 and time off at New Year's shall include December 31, January 1 and 2. Nurses may request additional days off during Christmas and New Year's, approval for such time off shall not be unreasonably denied.



**ARTICLE 13 – EXPENSES**

- 13.01 The Ottawa Fertility Centre will reimburse reasonable work related expenses that are incurred by Employees including: travel, parking, food, communication, and accommodation expenses.

**ARTICLE 14 – PAID HOLIDAYS**

- 14.01 Employees within the scope of this Agreement shall be paid a normal day's pay at their regular rate for each of the following Paid Holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	December 25 <sup>th</sup>
Canada Day (July 1 <sup>st</sup> )	December 26 <sup>th</sup>

All full time and part time Employees will be given an additional two (2) floating holidays per year to use at their discretion, giving them a total of twelve (12) stat holidays per year.

- 14.02 When any of the above holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the holiday will be observed on the Friday preceding or the Monday following said holiday. The day will be designated by the Employer.
- 14.03 Holiday pay will be computed on the basis of the number of hours an Employee would have been regularly scheduled to work had there been no holiday to a maximum of seven and one half (7-1/2) hours times her regular straight time hourly rate, exclusive of any premiums. For part-time and casual Employees such calculations will be in compliance with the ESA.
- 14.04 Where an Employee is scheduled to work on a holiday, as defined under Article 14.01, the employee shall be paid at the rate of time and one half (1-1/2) her regular straight time hourly rate for all hours ~~so~~ worked in addition will received one day in lieu of working the holiday. The lieu day will be scheduled by mutual agreement between the parties and must be used within ninety (90) days of receiving it.
- 14.05 (a) When a Part Time employee is scheduled to work a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavour to also schedule the Part Time employee to work the paid holiday.
- i) When the Part Time employee is scheduled off on a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavour to schedule the Part Time employee off the paid holiday.

**ARTICLE 15 – VACATIONS**

- 15.01 For the purpose of calculating entitlement for vacation time and vacation pay, the vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

15.02 All vacation time except five (5) days must be taken by December 31<sup>st</sup>, but five (5) days may be carried over to the end of the next year.

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

15.03 i) Preferences for vacation leave will be given in order of seniority provided that requests are made in accordance with the following schedule:

December 15 <sup>th</sup> – March 31 <sup>th</sup>	Requests by September 1 <sup>st</sup>	Approved by October 1 <sup>st</sup>
April 1 <sup>st</sup> – June 14 <sup>th</sup>	Requests by January 15 <sup>th</sup>	Approved by February 15 <sup>th</sup>
June 15 <sup>th</sup> – September 30 <sup>th</sup>	Requests by March 1 <sup>st</sup>	Approved by April 1 <sup>st</sup>
October 1 <sup>st</sup> – December 14 <sup>th</sup>	Requests by June 1 <sup>st</sup>	Approved by July 1 <sup>st</sup>

ii) The schedule will be posted at a minimum four (4) weeks prior to the start of the new schedule.

iii) Vacation requests must be submitted in writing to the manager.

iv) Vacation dates not requested in accordance with the above shall be provided on a first come first serve basis. These requests will be responded to in writing from Management within ten (10) working days of the request.

15.04 Employees shall be entitled to vacations with pay in accordance with the following schedules:

<b>Years of Service</b>	<b>Regular Full Time and Part Time (FTE 0.6 and higher) Vacation Entitlement</b>	<b>Part Time, Temporary and Casual Employees</b>
Less than 1 year of service	0.833 days per month	4%
1 year to end of 3 years of service	3 weeks	6%
4 years to end of 9 years of service	4 weeks	8%
10 years to end of 19 years of service	5 weeks	10%
20 years and longer	6 weeks	12%

Employees with 25 years of service or longer shall receive 2 additional vacation days per calendar year, prorated based on their FTE stats.

Vacation entitlement is based on seniority/service accrued with the Employer including any seniority and service accrued with the IVF clinic of The Ottawa Hospital prior to June 1, 2006.

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

- 15.06 When an Employee's employment is terminated for any reason, vacation entitlement is calculated on a pro rata basis. In the case where the employee has taken more vacation than they have earned, they will owe The Ottawa Fertility Centre the time back and will taken off the final paycheck.
- 15.07 The portion of the Employee's vacation which is deemed to be sick leave or bereavement leave under the above provisions will not be counted against the employee's vacation credits.
- (a) Where an Employee's scheduled vacation is interrupted due to a serious illness, the period of such illness shall be considered sick leave, and a medical note will be required.
- (b) Where an Employee's scheduled vacation is interrupted due to bereavement, the Employee shall be entitled to bereavement leave in accordance with Article 11.02.
- 15.08 Summer Vacation Schedule (June 15<sup>th</sup> to September 15<sup>th</sup>)
- During the period of June 15 to September 15 inclusive, which is considered to be "prime time", no employee will be scheduled for vacation in excess of two (2) weeks for both full time and part time employees. This will not preclude the Employer from granting more vacation where operationally possible if requested. Such scheduling is intended to give a fair opportunity to all Employees to receive vacation during the "prime time".
- 15.09 Vacation Scheduling during Christmas/ New Years
- Requests for time off, either for vacation including December 24, 25<sup>th</sup> and 26<sup>th</sup> or December 31, January 1<sup>st</sup> and January 2 shall be submitted by the Employee to her Director no later than September 1. The finalized work schedule shall be posted by the Employer no later than October 1. In the case of a dispute, time off during the the Christmas /News years period will be scheduled on a rotational basis unless mutually agreed otherwise. It is understood that the number of requests granted are subject to operational requirements but that these requests shall not be unreasonably denied.

## **ARTICLE 16 – MISCELLANEOUS**

- 16.01 In this Agreement, unless the context otherwise requires, the words importing a singular number or the feminine gender shall include the plural number or the masculine gender as the case may be and vice versa.
- 16.02 The Employer will provide space on a designated electronic bulletin board upon which the Union shall have the right to post notices of meetings and other notices which may be of interest to the Employees providing, however, no material shall be displayed which in the opinion of the Employer is detrimental to its interests.
- 16.03 A copy of this Agreement will be issued by the Employer to each Employee. All costs involved in the preparation of the Agreement will be shared equally by the Union and the Employer.

- 16.04 All Employees will be given an orientation period to become proficient with new technology, to be arranged and paid for by the Employer.
- 16.05 The Employer will ensure that there is a secure place for personal belongings at all permanent locations.

In the event of loss or theft the Employer is not responsible for replacement.

#### **ARTICLE 17 – SICK TIME & DISABILITY PROGRAM**

- 17.01 (a) Employees shall be granted up to ten (10) paid sick leave days per calendar year, prorated based on their full time equivalent status. Part Time and casual Employees who receive payment in lieu of benefits will not be entitled to paid sick leave. For each absence from work for sick leave, a deduction on an hourly basis will be deducted from the employee's sick leave bank. Sick leave days will not carry over into the next calendar year.
- (b) Paid absences cover personal illness, injury, medical emergency or urgent matters having serious negative consequences for the Employee and/or direct family member.
- (c) Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventive medical health and/or dental care for themselves and/or family members. These credits may be used in hourly increments.
- (d) When the paid absence allowance time is used up, time off is without remuneration, and the Employee is entitled to Employment Insurance sick benefit or the Short Term Disability Program as outlined in Article 17.02.
- (e) Effective on ratification of this collective agreement, any existing sick leave credits for each employee shall be converted to a separate sick leave bank. The separate sick leave bank shall contain the unused sick leave days to the credit of the employee on the effective date of the transfer to the new STD Plan set out in Article 17.02. The employee can draw out of the separate sick leave bank for single days of sick leave and if there is a waiting period before any illness.

NOTE: July 13, 2021, at the time of ratification the nurses have the opportunity for a one time pay out of 50% of the unused sick leave days in their bank, requests to be made within 60 days of ratification. At the employee's request, the amount to be paid out may be deposited in the employee's RPP provided they have room. There will be no future cash payout of sick credits.

- (e) Appointments are to be charged against paid absences. The Employee cannot reclaim the shift or paid time off once a replacement has been scheduled. However, the Employee may elect to use vacation time, time owing, or time off without pay.
- (f) Sick leave shall be granted on the written statement of the Employee to their Director or delegate, however the Employer may require that an

Employee provide within forty-eight (48) hours of returning to work, a medical certificate satisfactory to the Employer. Costs of certificate shall be the Employer's responsibility. In the event that an Employee shall be on sick leave for more than three (3) working days, the Employee shall notify her Director of delegate in order that the supervisor can address staffing needs.

17.02 Short Term Disability

The Employer will provide a Short Term Disability Program through a Group Benefit Provider.

- a) The Employer agrees to pay 100% of the premium for all eligible employees – as provided for by the current plan for Short Term Disability. A description of this program can be found in the Benefit Handbook.
- b) The Short Term Disability Program will provide an income replacement up to 70% of your weekly gross income for a maximum of 17 weeks.
- c) There is no waiting period for an accident, however there is a waiting period of 7 days (5 working days) for an illness.

17.03 The Employee will pay 100% of premium for the LTD plan. The Ottawa Fertility Centre will support an Employee's claim with the insurance company, where there is evidence that a claim is unreasonably denied, but will not be responsible for payments and administration of claims.

17.04 When an employee has completed a portion of her or his regularly scheduled shift prior to being injured at work, the employee shall be paid for the balance of the shift at her or his regularly straight time hourly rate.

17.05 Absences due to medical complications from pregnancy related illness shall be considered as sick leave under the short term disability plan.

**ARTICLE 18 – MODIFIED WORK, WORKPLACE SAFETY & INSURANCE BOARD AND OCCUPATIONAL HEALTH & SAFETY**

18.01 Modified Work

An employee who is disabled and therefore unable to perform her regular duties shall be accommodated in accordance with the Ontario Human Rights Code.

18.02 When the Employer is informed of an Employee who goes off work due to a work related injury or when an Employee goes on L.T.D, the Employer will notify the Bargaining Unit President.

18.03 Personal Protective Equipment

- (a) An Employee who is or may be required by his or her Employer's Health and Safety policy or by law to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals

thereafter and the Employee shall participate in such instruction and training.

Employees recognize that they have a responsibility to follow policies and procedures related to health and safety, including use of personal protective equipment.

- (b) Personal protective equipment that is to be provided, worn or used shall:
  - (i) be properly used and maintained;
  - (ii) be a proper fit;
    - 1. be inspected for damage or deterioration;
    - 2. be immediately available for use when needed; and
    - 3. be stored in a convenient, clean and sanitary location when not in use.
- (c) When there is disagreement about appropriate personal protective equipment to be used, the Employer will act in accordance to the Occupational Health and Safety Act and Public Health Ontario recommendations, and the higher level of precautions should be used until consensus can be reached by the Joint Health and Safety committee.
- (d) The Centre will ensure adequate stocks of protective equipment to be made available to the nurses at short notice in the event there are reasonable indications of the emergence of a pandemic.

## **ARTICLE 19 – HEALTH AND WELFARE BENEFITS**

19.01 All to regular full time employees and all regular part time employees who regularly work a minimum of 0.5 FTE or higher are eligible for group benefits. Temporary, Casual, or Part-time Employees who do not meet eligibility criteria [for group benefits], shall receive in lieu of all fringe benefits (being those benefits to an Employee, paid in whole or in part by the Centre, as part of direct compensation or otherwise, including holiday pay, sick leave benefits, and other benefits arising from employment, save and except salary, vacation pay) an amount equal to 9% in lieu of benefits, plus 4% for pension contribution of his/her regular straight time hourly rate for all straight time hours paid.

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

19.02 Group Life Insurance Benefit, and Extended Health Care, Semi- Private and Dental - The Employer agrees to pay 75% of the premium for all full-time Employees, as provided for by the current plan.

19.03 The Employer agrees to pay 75% of the premium for all eligible Employees - as provided for by the current plan for Health, Dental, Drug, Life and AD&D benefits. A description of these benefits can be found in the Employee Benefits manual, which shall be made available to all eligible Employees.

- 19.04 All full time and part time Employees who work in excess of 0.5FTE will be eligible to participate in the defined contribution pension plan which shall include matching Employer and Employee contributions at 4% each. Casual Employees who do not meet pension eligibility criteria will receive 4% in lieu of the pension contribution. All Part-time and casual employees who meet the requirements for enrolment as per the *Pension Act*, may choose to participate in the Centre's pension plan.

## **ARTICLE 20 – COMPENSATION**

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

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

- 20.02 The parties agree to a profit or gain sharing program, details will be negotiated and appended to the collective agreement. It is understood that this profit sharing is over and above the negotiated salary rates.

Both ONA and OFC agree that building a high performance organization is important for the long term sustainability, competitiveness, and success of the Ottawa Fertility Centre. In acknowledging the importance of performance, both Parties agree that the pursuit of performance goals and a gain sharing program are in the long-term mutual interests of Employees, physicians, managers, and owners.

The Gain Sharing Program aligns interests of Employees, physicians, managers, and owners by enabling Employees to share in the financial benefits generated through the achievement of performance reward when the clinic meets financial objectives.

Gains in profit are generated in a number of ways including effective Management of growth and productivity improvements. To keep Employees focused on how to achieve gains in overall organization performance, the following key performance dimensions will be tracked and reported to staff on a quarterly basis, as articulated in the Centre's Balanced Scorecard.

1. Financial Performance: Improvements in productivity are focused on efficient use of human and other resources that are required to deliver services to patients. Metrics on productivity, namely the centre's operating margin, will be reported quarterly so Employees can know if they are on target to meet gain sharing objectives.

2. **Client Services:** High levels of client service attract patients and improve patient retention. Metrics on performance for each Employee group will be posted on an annual basis or more frequently as required.
3. **Innovation and Learning:** While innovation and learning can positively affect all dimensions, quality and quality improvement are the main driver for this dimension. Innovations make the OFC more efficient, improve quality, and ensure the centre is a leader – not only in the provision of clinical services, but also in the way those services are delivered. Quality metrics will be reported quarterly to staff and include quantitative as well as qualitative indicators: pregnancy rates, error rates, incident rates, innovations.
4. **Organizations/Employee Wellness:** Having a healthy and motivated staff is a fundamental ingredient to the success of the organization. An Employee satisfaction and wellness survey will be conducted annually and Employees will be engaged to participate in improvement initiatives.

#### Program Design

Employees will receive a payout equivalent to 30% of net profits earned that are in excess of \$500,000 (amount needed for re-investment on an annual basis) by Ottawa Fertility Centre Inc. and the Ottawa Fertility Ultrasound Corporation. Profits are defined as net income before taxes, depreciation and amortization.

#### Payout Formula

Profit available for payout = 30% of net income above \$500,000 (EBTDA)

Percentage Profit = 
$$\frac{\text{Profit available for payout}}{\text{Base pay portion of total payroll for the reporting period}}$$

Employee portion of payout = (Percentage payout) x (base pay earned during reporting period)

NB: Any income reported in the Ottawa Fertility Centre financial statement that is not generated as a result of activities performed by staff of the Ottawa Fertility Centre or Ottawa Fertility Ultrasound Corporation shall not be included in the income calculated for purpose of the Gain Sharing program.

#### Eligibility and Payout Rules:

- Employees must have successfully completed their probationary period; the period during which an Employee is on probation shall not be included in the payout calculation.
- Any person who is employed by OFC at the time of payout.
- Employees must receive an overall rating of 'Meets Expectations' on their annual performance review. Employees who are not meeting expectations will know well in advance of a payout and will be given opportunity to address performance issues.

#### Performance Review and Payout Schedule



Employees will be eligible for annual financial reward in May each year. A final payout will occur in May each year based on the year-end financial statements.

- June: Quarterly report to staff on performance of the first quarter (January 1<sup>st</sup> to March 31<sup>st</sup>)
- September: Mid-year financial performance reported at an all staff meeting with 50% of the performance bonus earned for the period between January 1<sup>st</sup> and June 30<sup>th</sup> paid out on September 30<sup>th</sup>.
- December: Quarterly report to staff on performance on the first three quarters (January 1<sup>st</sup> to September 30<sup>th</sup>)
- May: Year-end financial performance reported at an all staff meeting and funds will be distributed to Employees based on year end performance. Funds distributed in September, if any, will be deducted from the final payout. Employees may elect to have funds deposited into company sponsored pension plans. Note: If the mid-year payout exceeds what would be paid out based on annual performance, the overpayment will be applied to the following year.

#### Information Sharing:

Financial reports will be prepared and reviewed by an outside accounting firm selected by the Ottawa Fertility Centre. The accountants will report on the Gain Sharing program to verify that the payouts and financial performance are accurate and consistent with how the plan has been communicated to staff.

#### Future Changes to the Plan

Both Parties agree to review the plan prior to the end of the current Collective Agreement to ensure that it is achieving its intended purpose. Should the plan be extended for subsequent years, the Employer may propose an option to use a 12 month rolling average to determine performance payouts.

20.03

Claim for recent related experience, if any, shall be made in writing by the Employee within 30 days of hire on the application for employment form or otherwise. The Employer shall advise each newly hired Employee of their right to make claim to recent related experience under this provision. The Employee shall co-operate with the Employer by providing verification of previous experience. Having established the recent related experience, the Employer will credit a new Employee with one (1) annual service increment for each year of experience (1,950 hours equals one year in this article) up to STEP 4. When related experience as above mentioned is specific to fertility work experience, the Employer may grant credit to the new Employee up to the maximum of the salary grid.

Recent related experience includes experience out of province.

Any claim for recent related experience not granted by the Employer is subject to grievance.

**ARTICLE 21 – PERFORMANCE, REVIEW AND FILES**

- 21.01 A copy of any completed evaluation which is to be placed in an Employee's file shall be first reviewed with the Employee. The Employee shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Centre against the Employee.
- 21.02 Each Employee shall have reasonable access to her personal file for the purpose of reviewing the contents in the presence of the HR Manager. A copy of the evaluation will be provided to the Employee at her request.
- 21.03 The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an Employee, the existence of which the Employee was not aware at the time of filing or within a reasonable period thereafter.

Any letter or reprimand, suspension or other sanction will be removed from the record of an Employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided the Employee's record has been discipline-free for one year.

**ARTICLE 22 – DURATION**

- 22.01 This Agreement shall remain in force until June 30, 2024 and shall be automatically renewed from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

Dated at Ottawa, Ontario, this 9th day of December, 2021.

**FOR THE EMPLOYER**

"Danielle Groulx"

"Danielle Dubois"

"Doron Shmorqun"

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**FOR THE ASSOCIATION**

"Susan Blair"

Labour Relations Officer

"Ashlee Fryer"

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### RATES OF PAY

Position	Effective Date	Step 1 / Probation	Step 2 / 1 Year	Step 3 / 2 Years	Step 4 / 3 Years	Step 5 / 4 Years	Step 6 / 5 Years	Step 7 / 6 Years	Step 8 / 7 Years	Step 9 / 8 Years	Step 10 / 15 Years	Economic
Registered Nurse & Education/Research Nurse	30-June-21	36.14	38.02	41.17	42.20	43.27	44.35	45.44	46.59	47.74	49.27	1.25%
	30-June -22	36.68	38.59	41.79	42.83	43.92	45.01	46.12	47.28	48.46	50.01	1.5%
	30-June-23	37.23	39.17	42.41	43.48	44.58	45.69	46.81	47.99	49.18	50.76	1.5%

Position	Effective Date	Step 1 / Start	Step 2 / 1 Year	Step 3 / 2 Years	Step 4 / 3 Years	Step 5 / 4 Years	Step 6 / 5 Years	Step 7 / 6 Years	Step 8 / 7 Years	Step 9 / 8 Years	Step 10 / 15 Years	Economic
Registered Practical Nurse (RPN)	30-June-21	28.98	29.71	32.17	32.98	33.79	34.64	35.52	36.41	37.47	38.24	1.25%
	30-June -22	29.41	30.15	32.65	33.47	34.29	35.16	36.05	36.96	38.03	38.82	1.5%
	30-June-23	29.85	30.60	33.14	33.97	34.81	35.68	36.59	37.51	38.61	39.40	1.5%

**Notes:**

1. These rates include pay equity.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE OTTAWA FERTILITY CENTRE**  
(Hereinafter referred to as “the Employer”)

**AND:**

**ONTARIO NURSES’ ASSOCIATION**  
(Hereinafter referred to as “the Union”)

**Re: Changes to Schedules during COVID-19 Pandemic – Ten (10) hour tour**

**WHEREAS** the Public Health Agency of Canada has issued physical/social distancing recommendations;

**AND WHEREAS** the parties jointly agree to following the temporary measures to limit the number of staff in the work area at any given time:

- a) For employees working ten (10) hour tours, the parties agree that the paid hours of work shall be 9.375 consecutive hours in any twenty- four hour period, exclusive of a total of thirty-seven and one half (37.5) minute of unpaid mealtime.
- b) On these ten (10) hour extended tours, there will be relief periods for a total of 75 minutes (consisting of thirty-seven and one-half (37 1/2) minutes paid and thirty-seven and onehalf (37 1/2) minutes unpaid). The Breaks will be schedule by mutual agreement between management and the employee.
- c) Overtime and weekend premium is subject to in Article 12, including for clarity, employee who work in excess of 75 hours in a two week period due to the normal weekend rotation will not be eligible for overtime pay.
- d) Weekend scheduling premium will follow Article 12.07
- e) Evening shift premium will be paid at one dollar and eighty cents (\$1.80) per hour for each hour worked which fall within the hours of 1700-2300 during a 10hr tour.
- f) Employees shall not be scheduled to work more than four (4) consecutive 10 hour tours. Should a employee work more than four (4) consecutive 10 tours, the employee shall be paid premium pay for all hours worked on the fifth and subsequent tours until a day off is scheduled. Unless mutually agreed upon between the parties.
- g) At least 48 hours’ time off will be scheduled after an employee has completed four (4) consecutive ten (10) hour tours. Failure to do so will result in premium pay for the shift. Unless mutually agreed upon between the parties.
- h) Telephone expenses at a flat rate of \$25.00 per pay for employees working from home office and utilizing their personal telephone.
- i) This agreement is without prejudice or precedent to any future and/ or similar matter.

- j) The parties agree to meet prior to discontinuation of the schedule to discuss any issues related to reverting to the usual schedule within 14 days of written notice to either parties.

Dated at     Ottawa    , Ontario, this   9th   day of   December  , 2021.

**FOR THE EMPLOYER**

“Danielle Groulx”

“Danielle Dubois”

“Doron Shmorgun”

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**FOR THE ASSOCIATION**

“Susan Blair”  
Labour Relations Officer

“Ashlee Fryer”

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