

COLLECTIVE AGREEMENT

Between:

GLAZIER MEDICAL CENTRE  
(hereinafter referred to as the "Centre")

And:

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

Expiry: March 31, 2019

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**ARTICLE 1 – PURPOSE**

- 1.1 The Centre and the Union agree that the purpose of the Agreement is to provide orderly collective bargaining relations between the Centre and the Union, to assist and promote the proper and efficient operation of the Centre, to secure prompt and equitable disposition of grievances and to set out the Agreement reached between the parties with respect to the matters hereinafter set out as conditions of employment for employees covered by this Agreement.
- 1.2 The Union and Management will co-operate to secure the best possible care and health protection for its patients.

**ARTICLE 2 - UNION RECOGNITION**

- 2.1 The Centre recognizes the Union as the exclusive bargaining agent of all registered and graduate nurses employed in a nursing capacity by the Glazier Medical Centre in the City of Oshawa, including the Nursing Co-ordinator, save and except Supervisors and persons above the rank of Supervisor.
- 2.2 (a) The assignment of work shall not be inconsistent with the provisions of the Regulated Health Professions Act and related statutes.
- (b) Contracting out of work normally performed by members of the bargaining unit to agency nurses shall not result in the layoff of any member of the bargaining unit.

**ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 Except as expressly abridged by specific provisions of this Agreement, the Centre reserves and retains, solely and exclusively, all of its inherent management rights and functions. Without limiting the generality of the foregoing, such rights and functions include, but are not limited to:
- (a) maintain order and efficiency;
- (b) hire, retire, classify, transfer, promote, demote and lay off employees, assess the qualifications and performance of the employees, determine and amend the content of any job;
- (c) discharge, suspend, demote or discipline employees provided that employees who have completed their probationary period may file a grievance for any suspension, disciplinary action or discharge alleged to be without just cause. The discipline, suspension or discharge of probationary employees shall be governed by the provisions of Article 11.2;
- (d) make, alter and enforce from time to time reasonable rules and regulations governing its employees; and

- (e) generally to manage the business of the Centre and without restricting the generality of the foregoing to determine the service to be provided and the methods, procedures, technology and equipment to be used in connection therewith; establish and maintain cost reduction methods and techniques; schedule and direct the workforce; increase and decrease the workforce; set the hours of work and assign same; and assign the various duties to be performed.

3.2 The Centre and the Union recognize that nurses are subject to professional standards of nursing practice as set down by the College of Nurses of Ontario. The Centre and the employees will adhere to these standards.

#### **ARTICLE 4 - DEFINITIONS**

4.1 The following definitions shall be applied to this Agreement.

- (a) A "Registered Nurse" shall mean a person who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*.
- (b) The Centre will continue to pay nurses' annual registration fees. A Registered Nurse is required to provide proof of payment for the registration fees to her Supervisor by February 15<sup>th</sup> of each year. The Centre will not reimburse the Nurse for any late fees associated with the registration. Failure to provide the certificate or such satisfactory reason may result in a suspension from duty until the proof of payment is provided.
- (c) A "permanent full-time nurse" is one who is employed on a full-time basis, who regularly works the normal full-time hours per week as defined in the Collective Agreement.
- (d) A regular part-time nurse is a nurse who is prescheduled to work less than the normal full-time hours referred to in Article 17.

#### **ARTICLE 5 - NO DISCRIMINATION**

5.1 The Union agrees there will be no Union activity on the Centre's premises without permission of the Centre or as specifically provided for in this Agreement.

5.2 The Union and the Centre agree that no employee shall in any manner be discriminated against, intimidated or coerced on account of membership or non-membership in any trade Union.

5.3 There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, ethnic origin, marital status, family status, sex, citizenship, ancestry, sexual orientation, disability, place of origin, residence, age, political or religious affiliation, gender identity and gender expression.

5.4 The Union and the Employer agree to abide by the Ontario Human Rights Code

**ARTICLE 6 - NO STRIKE, NO LOCKOUT**

- 6.1 The Union agrees that there will be no strikes, and the Centre agrees that there will be no lockouts so long as this Agreement continues to be binding upon the parties. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*, R.S.O. 1990, as amended.

**ARTICLE 7 - UNION SECURITY**

- 7.1 The Centre shall deduct from the total monthly pay due to each nurse a sum equal to the regular monthly dues of each nurse. A nurse who has no earnings in a month shall not be required to have dues deducted. In the case of newly-employed nurses, such deductions shall commence in the month following their date of hire.
- 7.2 The Union shall notify the Centre, in writing, of the prevailing rate of monthly Union dues. The Union shall notify the Centre, in writing, of any change in the amount of such regular Union dues at least one (1) month prior to the effective date of such change.
- 7.3 The Centre will remit to the Union by the twentieth (20th) day of the month following the month in which the deduction was made, its cheque for the dues deducted, along with a list of the full names and the amount of such deduction for each nurse. The list shall show the full name, social insurance number, and a designation as to whether the nurse is full-time or part-time.
- 7.4 It is understood and agreed that the Union will indemnify and save the Centre harmless from any and all claims which may be made against it by an employee or employees for Union dues deducted from wages as herein provided.

**ARTICLE 8 - ASSOCIATION COMMITTEES AND REPRESENTATIVES**

- 8.1 The Centre shall recognize a Labour-Management Committee composed of two (2) representatives of the Union and two (2) representatives of the Centre, which on the request of either party, shall meet not more often than once every four (4) months (unless otherwise agreed to by the parties) for the purposes of promoting and providing for effective and meaningful communication of information and ideas to advance the interests of the Centre and its employees. Agenda items to be discussed shall be exchanged in writing at least five (5) days prior to the meeting. Minutes of the meetings shall be maintained and circulated to each party.
- 8.2 The Centre will recognize a Negotiating Committee of two (2) nurses.
- 8.3 The Union will supply the Centre with the names of its representatives for the term of the Collective Agreement, in writing, within one month of a new Collective Agreement. Any changes to the representatives will also be provided, in writing, to the Centre.

- 8.4 During the orientation period of newly-hired nurses, a nurse representative will be allowed a reasonable period of time, not to exceed fifteen (15) minutes, within regular working hours to acquaint them with the Union. These interviews shall be scheduled in advance at times mutually agreeable to the parties.
- 8.5 Representatives of the Local Union shall be paid at their appropriate rates of pay for all time spent during regular working hours for Union business as described in those clauses except that:
- (a) the Centre agrees to pay nurses on the Negotiating Committee at their regular straight time rate of pay for time spent during their regular working hours (up to 8 hours per day) for the first four days of collective bargaining up to, but not including, conciliation.
  - (b) the Centre shall not be required to pay nurses on the Grievance Committee or the Grievor for time spent at Arbitration hearings.
- 8.6 If requested by the Union, the Centre agrees to accept as a member of its Occupational Health and Safety Committee a representative selected or appointed by the Union from the bargaining unit.
- 8.7 The Supervisor shall hold regular staff meetings with the Registered Nursing staff. These meetings shall be prescheduled and posted on the master schedule and held at least quarterly. All nurses shall be paid at their regular rate of pay for all time spent at these meetings.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.1 The Union may select from among the employees with seniority, two (2) grievance representatives, one of whom shall serve as the chief grievance representative and the other of whom shall serve as an alternate grievance representative. The duties of a grievance representative shall be to assist employees in presenting their grievances to the Centre. The Union acknowledges that the grievance representatives have their regular work to perform on behalf of the Centre and it is therefore agreed that no grievance representative shall leave their work to process a grievance or undertake any other Union business without the prior consent of her supervisor. The Union shall notify the Centre in writing of the names of the grievance representatives and the Centre shall not be required to recognize any employee as a grievance representative without such notice in writing from the Union.
- (a) The Centre agrees that if a nurse is required to attend a meeting with Management, as a good labour relations practice the Employer will inform the nurse of the purpose of the meeting in advance.
  - (b) At any time when formal discipline is imposed or at any stage of the grievance procedure including the complaint stage, a nurse is entitled to have a Union Representative present. In the case of suspension or discharge, the Employer will notify the nurse of this right in advance of the meeting and will notify the Union representative.

- 9.2 It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the parties relating to the interpretation, application or administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

PREAMBLE - It is understood that an employee has no grievance until she has first given her supervisor the opportunity of adjusting the complaint. The employee involved, and a grievance representative if the employee requests, must first discuss the complaint with her supervisor and must do so within five (5) working days of the date upon which the incident giving rise to the complaint first occurred.

#### STEP 1

If the complaint is not settled at the preamble and the employee wishes to pursue the grievance, a written grievance must be submitted to the Administrator within ten (10) working days of the date upon which the incident giving rise to the grievance first occurred, on a form to be provided for that purpose. The grievance form shall be signed by the employee and a grievance representative and shall indicate the nature of the grievance and the adjustment sought. The Administrator shall give his reply, in writing, to the grievance within ten (10) working days following receipt of the written grievance.

#### STEP 2

Failing settlement at Step 1, the Union may within ten (10) working days of the date of the Centre's Step 1 reply, request in writing that the grievance be advanced to Step 2 whereupon a meeting shall be scheduled within ten (10) working days of the receipt of such request between the Administrator of the Centre (or his nominee) and if deemed necessary, additional management representatives, and the grievance representative and, if deemed necessary the grievor, for the purpose of discussing the grievance. A representative of the Union may be present at such meeting.

The Centre will deliver its reply to the grievance within ten (10) working days following such meeting.

- 9.3 Group Grievance:

Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they will present a group grievance in writing, signed by each nurse who is grieving, to the Administrator or his designate at Step No. 1 and within the time limits set forth therein.

- 9.4 The time limits for filing a complaint or grievance under the Preamble, or Step 1, or Group Grievance under Article 9.3 will be extended to a maximum of twenty (20) days from the date of the incident giving rise to the complaint or grievance if the nurse was unaware of the incident.

- 9.5 Should the Union desire to submit a policy grievance, it must do so in writing at Step 1 of the Grievance Procedure within ten (10) working days of the date upon which the incident giving rise to the grievance occurred and the Centre shall give its reply to the grievance in writing, within ten (10) working days following receipt of the grievance.

- 9.6 Should the Centre wish to submit a grievance, it shall do so in writing to the designated representative of the Union at Step 1 of the Grievance Procedure and the Union shall give its reply, in writing, within ten (10) working days following receipt of the grievance.
- 9.7 Should any grievance fail to be satisfactorily settled under the foregoing provisions of this Article, it may be referred to arbitration by either the Centre or the Union as provided for in Article 10 hereof.
- 9.8 A seniority employee who feels that she has been discharged without just cause may file a written grievance. All cases of discharge must be grieved within ten (10) working days from the date of discharge and will commence at Step 1.
- 9.9 For the purposes of this Article, "Administrator" shall include his designate in his absence.

### **ARTICLE 10 - ARBITRATION**

- 10.1 Where a difference arises between the Centre and the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, and the grievance has not been resolved in the Grievance Procedure, either of the parties may notify the other party in writing of its desire to submit the grievance to arbitration. Such notice must be given in writing to the other party within fifteen (15) working days after the written decision is rendered at Step 2 of the Grievance Procedure.
- If no written request for arbitration is received within fifteen (15) working days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.
- 10.2 The Notice to Arbitrate shall contain the name of a nominee to the Board of Arbitration. Within fifteen (15) working days thereafter the other party shall name a nominee and notify the other party. The two (2) nominees so appointed shall confer and attempt to select by agreement the Chair of the Board of Arbitration within fifteen (15) working days from the appointment of the last nominee. If they are unable to agree upon such a Chair, either nominee or party may request the Minister of Labour for the Province of Ontario to appoint a Chair.
- The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employees affected by it.
- 10.3 The Arbitration Board shall not have any authority to alter or amend in any way the provisions of this Agreement; to substitute any new provisions in lieu thereof; to give any decision inconsistent with, or contrary to, the terms and conditions of this Agreement; in any way to modify, add to, or delete from any provision of this Agreement; or to consider any matter not covered by a provision of the Agreement.
- 10.4 Each party shall pay its own expenses, including witnesses, and the fees and expenses of the Arbitrator shall be borne equally by the parties.



- 10.5 The time limits and procedures set out in the Grievance and Arbitration provision herein are mandatory and failure to comply with such time limits and/or procedures except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned. For the purposes of Articles 9 and 10, the term “working days” will exclude Saturdays, Sundays and Holidays.
- 10.6 No matter may be submitted to arbitration which has not been properly carried through all steps of the Grievance Procedure and within the time limits specified or any agreed upon written extension thereof.
- 10.7 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

### **ARTICLE 11 - SENIORITY**

- 11.1 Seniority for full-time nurses shall be defined as length of continuous service with the Centre since date of last hire. Seniority for part-time nurses shall be based on paid hours accumulated since date of last hire. It is recognized that fifteen hundred and twenty-five (1525) paid hours equals one (1) year of full-time service.

Part-time nurses on staff at the effective date of this Collective Agreement will be credited with seniority to that date on the basis of the years and/or portions of a year since their last dates of hire converted at the rate of one (1) year equalling fifteen hundred and twenty-five (1525) paid hours. They will continue to accrue seniority after the effective date of this Collective Agreement on the basis of paid hours accumulated since that effective date.

- (a) A nurse’s full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time or vice-versa. A nurse whose status is changed from full-time to part-time, shall receive credit for her full seniority and service on the basis of fifteen hundred and twenty-five (1525) hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one year of seniority or service for each fifteen hundred and twenty-five (1525) hours worked. Any time worked in excess of an equivalent shall be pro rated at the time of transfer.
- (b) Hours of pay shall not be compounded by reason of any overtime or premium payment.
- 11.2 A newly hired nurse shall be on probation for a period of six hundred ( 600) hours of work. Upon completion of the probationary period seniority will be accrued from the date of hire. A nurse, the Union and the Employer may request an extension of the probationary period for a maximum of an additional two hundred (200) hours of work. The Union will be notified of any such requests for extension to the probationary period.
- There will be a period of familiarization provided to any nurse prior to being assigned to a new area of the Clinic. The period of familiarization will be thirty seven and one half (37.5) hours or as required.

11.3 In the case of promotions, non-disciplinary demotions and the lay-off and recall of nurses within the bargaining unit, the Centre shall consider the skill, ability, qualifications and experience of the nurses affected. When such factors are deemed to be relatively equal, then seniority shall be the governing factor.

The Centre shall not exercise its discretion herein in contravention of Article 5 of this Agreement.

11.4 Seniority lists and lay-off and recall rights of part-time nurses shall be separate from full-time nurses.

11.5 The selection or appointment of nurses for any supervisory position not covered by this Agreement shall be subject to a trial period of three (3) months during which time the nurse shall have the right of return to her former position without loss of seniority or benefits. The Centre may fill any vacancy created by such an appointment by a temporary assignment pending expiration of the trial period. Any new employee engaged to replace the nurse appointed to the supervisory position or to fill in for such nurse pending expiration of the trial period, may be released by the Centre in the event the nurse returns to the unit and such employee will have no right to grieve or arbitrate such release.

11.6 A nurse who is permanently transferred to a supervisory position outside the bargaining unit shall retain but not accumulate seniority while in that position. When a nurse in a supervisory position outside the bargaining unit posts into the bargaining unit, she will be credited with seniority, only to the extent that she accumulated such rights within the bargaining unit, or what is now the bargaining unit.

11.7 The Centre shall prepare and post seniority lists which shall be revised in January of each year. A copy of the lists shall be sent to the Union upon completion of the revisions.

(a) The Centre shall prepare and post an updated seniority list once a year. The seniority list will have the seniority hours up to and including the hours for December 31<sup>st</sup> of each year. The seniority list will be posted on the next completed pay period following this date.

(b) Part-time seniority will be reflected in total hours worked.

11.8 Subject to Article 11.9, seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions:

(a) when on an approved leave of absence without pay exceeding thirty (30) continuous calendar days;

(b) when on lay-off.

11.9 An employee shall lose her seniority and her employment shall be deemed to be terminated for all purposes if she:

(a) resigns or retires;

(b) is discharged and her discharge is not reversed in the grievance and arbitration procedure;

- (c) is laid off for more than fifteen (15) consecutive months or the nurse's length of seniority, whichever is lesser;
- (d) is on an unauthorized absence from work for three (3) consecutive working days without notifying the Centre or without an excuse satisfactory to the Centre;
- (e) fails to return to work following a leave of absence without providing a reason satisfactory to the Centre for her absence;

- 11.10 No new employee will be hired until those laid off and who still possess seniority have been given an opportunity of re-employment provided such employees currently have the required skill, ability and experience and are qualified to do the work available.
- 11.11 It is the responsibility of each employee to promptly notify the Centre of any change of address. If an employee fails to do this, the Centre will not be responsible for failure of a layoff notice to reach an employee.
- 11.12 Any layoff notice to any employee under this Agreement will be given in writing addressed to the employee at her last address on the payroll records of the Centre with a copy to the Union. Such layoff notice shall be deemed to have been given the third day after the document is forwarded by registered mail.
- 11.13 The Centre agrees to provide the Union with at least thirty (30) days' notice of a proposed layoff which is reasonably anticipated to last thirteen (13) weeks or longer.
- 11.14 In the event of a cutback in service which will result in the lay-off of a nurse which is anticipated to exceed thirteen (13) weeks, the Centre will provide the Union with reasonable notice. If requested, the Centre will meet with the Union through the Labour-Management Committee to review the reasons and expected duration of the cutback in service, realignments of service or staff and its effect on nurses in the bargaining unit.
- 11.15 No reduction in hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.

## **ARTICLE 12 - JOB POSTING**

- 12.1 (a) Where the Centre determines that a permanent vacancy exists in a classification of the bargaining unit, the Centre will post a notice of such vacancy on the bulletin board for a period of seven (7) calendar days. Nurses wishing to apply for the vacancy must do so in writing within the seven (7) day period. In making such appointments to such vacancies, the Centre shall be governed by the provisions of Article 11.3.
- (b) Should there be no suitable applicants from within the bargaining unit, the Centre may hire a nurse from outside the bargaining unit.
- (c) The name of the successful applicant will be posted by the Centre. At the request of any unsuccessful applicant, the Centre will provide her with the reasons for which she was not awarded the position.

- 12.2 The Centre shall have the right to fill any vacancy or new position on a temporary basis until a job award for a permanent vacancy has been made. Except in exceptional circumstances, such temporary assignment shall not exceed ninety (90) days.
- 12.3 Where the Centre becomes aware of a long-term (but not permanent) vacancy for a full-time position which is expected to last for more than ninety (90) calendar days, it shall post same as a temporary vacancy in accordance with the posting and selection criteria specified in Article 12.1. Only part-time employees shall be entitled to apply for such temporary vacancy. At the conclusion of the temporary vacancy, the nurse so appointed shall be returned to her part-time status. Any nurse newly hired to replace a part-time nurse who has been awarded a temporary posting may be released at the end of such posting and such release shall not be the subject of a grievance or arbitration.

### **ARTICLE 13 - ACCESS TO AND USE OF FILES**

- 13.1 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse twelve (12) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for one year.
- Nothing herein shall require the Centre to destroy any documentation it is required to maintain by law or the rules and procedures of the College of Nurses of Ontario.
- 13.2 When any type of evaluation or performance appraisal is completed with respect to any nurse, it shall be reviewed with the nurse and she shall be given an opportunity to sign the document and comment thereon. A copy of the completed performance appraisal will be provided to the nurse on request.
- 13.3 Upon request and after having given reasonable notice, a nurse may review her file in the presence of her supervisor or delegate and, at her cost, be provided with a copy of any document contained therein.

### **ARTICLE 14 - LEAVES OF ABSENCE**

- 14.1 The Centre may grant a leave of absence to an employee who requests same provided that such request is made in writing to the Centre with a minimum of twenty-one (21) days notice except in case of an emergency. The granting of such request shall be in the discretion of the Centre which shall not be unreasonably exercised.

All such leaves of absence shall be without pay or benefits.

Except in unusual circumstances, leaves of absence will not be granted until one year's continuous service has been completed.

## 14.2 Union Leave

The Centre shall, unless operational requirements preclude it from so doing, grant a leave of absence to employees to attend to Union business such as conferences, Union education days and conventions provided a request for such leave is made in writing to the Centre with a minimum of twenty-one (21) days notice except in the case of an emergency.

Not more than two (2) nurses shall be on Union leave at any one time and the cumulative absence for such leaves shall not exceed fifteen (15) days in any contract year.

- (a) A nurse who is elected to the Board of Directors, a Provincial Committee or as Provincial President of ONA shall submit a written request for a leave of absence for the time necessary to carry out the duties of this position. Such request shall be granted provided it is made with a minimum of twenty-one (21) days notice except in the case of an emergency. Seniority shall continue to accrue during the duration of the leave. Only one employee at a time shall be entitled to a leave hereunder.
- (b) Any leave of absence granted under this article shall be without cost to the Centre provided that during such leave of absence, the nurse's normal salary and applicable benefits shall be maintained by the Centre and the Union agrees to reimburse the Centre for the full cost thereof promptly on receipt of an invoice from the Centre.
- (c) Any nurse newly hired to replace a nurse granted a leave under this article may be released and such release shall not be the subject of a grievance or arbitration.
- (d) No Union business shall be done by the nurse during her working hours unless previously approved by her supervisor. Time for such meetings and discussions should be before or after her regular shift.

## 14.3 Jury Duty

If a nurse is required to and does serve on a jury, she will receive pay at her regular straight-time hourly rate for those hours of her regular schedule during which she is required to be absent to perform such service. To qualify for this payment, the nurse must notify the Administrator of the Centre promptly upon receiving notice for jury duty of the requirement to serve, present proof of service requiring her attendance, and keep the Administrator advised of the anticipated duration of the leave and anticipated return date. The employee must also turn in to the Centre the jury fees she receives for such service.

The Centre agrees to pay a nurse at her regular straight-time hourly rate for those hours of her regular schedule during which she is required to be absent where such nurse is subpoenaed to attend as a witness to a Court of Law, Coroner's Inquest or

College of Nurses of Ontario or College of Physicians and Surgeons of Ontario proceeding in connection with a case arising out of her duties with the Centre. To qualify for such payment, the nurse must notify the Administrator of the Centre promptly upon receiving the subpoena of the requirement to attend, present proof of service of the subpoena, keep the Administrator advised of the anticipated duration

of the leave and anticipated return date and turn in to the Centre any witness fees she receives for such attendance.

14.4 Bereavement Leave

If the parent, step-parent, spouse, child, stepchild, grandparents, mother-in-law, father-in-law, brother, sister or grandchild of an employee dies, an employee who attends the funeral of such deceased person will not be required to attend at work for a period of up to three (3) days from the date of death of such person up to and including the date of the funeral, whether or not they are scheduled days of work for such employee, and the employee will not suffer any reduction in pay as a result of her non-attendance at work under such bereavement leave.

If the brothers and sisters-in-law of an employee dies, an employee who attends the funeral of such deceased person will not be required to attend at work during the day of the funeral and the employee will not suffer any reduction in pay as a result of her non-attendance at work under such bereavement leave. If an employee requires additional bereavement time it may be granted on an unpaid basis.

14.5 Pregnancy/Parental Leave

The Centre shall grant leaves for pregnancy and parental leave (including adoption) in accordance with the *Employment Standards Act* of Ontario and amendments thereto

14.6 Education Leave

The Centre shall consider a leave of absence for educational purposes related to their duties at the Centre. Such approval shall not be unreasonably withheld.

**ARTICLE 15 - HOLIDAYS**

15.1 Each nurse who has completed thirty (30) working days employment shall receive the following holidays with pay in a sum equivalent to the employee's regular straight time hourly rate for the number of hours normally worked by such employee in a regular non-overtime work day:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Eve Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
New Year's Eve Day	Family Day

15.2 In order to qualify for pay for a holiday, a nurse shall complete the full scheduled working shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Centre or the nurse was absent due to:

- (a) legitimate illness or accident which is verified by a medical certificate and which commenced within seven (7) days of the date of the holiday;
- (b) vacation granted by the Centre;

- (c). the qualifying days fell on the nurse's regular scheduled day off but she worked the scheduled shift on her scheduled day of work immediately preceding and following the qualifying day;
- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday;

15.3 In the event a paid holiday occurs in the period during which an employee is on a scheduled vacation, then the employee will receive pay for the holiday in addition to her scheduled vacation, or by agreement between the employee and the Centre, may take an extra day off with pay calculated in accordance with the provisions of Article 15.1 at a time mutually agreeable to the employee and the Centre.

15.4 An employee shall be eligible for holiday pay in accordance with the Employment Standards Act.

15.5 An employee who qualifies for holiday pay as set forth herein and who also works on any of the holidays listed in Article 15.1 above shall be paid time and one-half for such work and shall, in lieu of the holiday pay specified in Article 15.1, be granted a day off (one-half (1/2) day for December 24 and December 31) with pay calculated in accordance with the Article 15.1 at a time to be determined by the Centre within either the sixty (60) days preceding or the sixty (60) days following the holiday, provided however that where the Centre decides it is not feasible to give the compensating time off or where such mutual agreement cannot be reached, the Centre shall pay an additional day's pay (one half (1/2) day for December 24 and December 31) calculated in accordance with the provisions of Article 15.1 hereof.

Failure to report for work assigned on such holiday will disqualify a nurse for holiday pay, unless excused by the employer. Such discretion shall not be exercised in an arbitrary manner.

15.6 For the purposes of this article, should any dispute arise in calculating the number of hours normally worked by an employee in a regular non-overtime work day, it shall be resolved by averaging the number of non-overtime hours worked by such employee in the four (4) week period preceding the holiday.

## **ARTICLE 16 - VACATION WITH PAY**

16.1 For the purpose of calculating vacation entitlement and pay, the vacation year shall be from July 1st to June 30th. The following shall apply to permanent full-time employees only:

- (a) An employee who at June 30th in any year has completed less than three (3) years of continuous service shall be entitled to take vacation time in the next vacation year equivalent to one (1) day for each full month worked in the vacation year to a maximum of ten (10) days together with vacation pay equivalent to four percent (4%) of gross earnings during the vacation year, that is, during the twelve (12) months preceding June 30th in that year.

- (b) An employee who at June 30th in any year has completed three (3) or more years of continuous service but less than eight (8) years shall be entitled to take vacation time in the next vacation year equivalent to 1.25 days for each full month worked to a maximum of fifteen days vacation with vacation pay equivalent to six percent (6%) of gross earnings during the vacation year, that is, during the twelve (12) months preceding June 30th in that year.
- (c) An employee who at June 30th in any year has completed eight (8) or more years of continuous service but less than fifteen (15) years shall receive vacation time in the next vacation year equivalent to 1.67 days for each full month worked to a maximum of twenty (20) days vacation with vacation pay equivalent to eight percent (8%) of gross earnings during the vacation year, that is, the twelve (12) months preceding June 30th in that year.
- (d) An employee who, at June 30th in any year, has completed fifteen (15) or more years of continuous service shall receive vacation time in the next vacation year equivalent to 2.08 days for each full month worked to a maximum of twenty-five (25) days' vacation with vacation pay equivalent to ten (10%) per cent of gross earnings during the vacation year, that is twelve (12) months preceding June 30th in that year.
- (e) An employee who, at June 30th in any year, has completed twenty-five (25) or more years of continuous service shall receive vacation time in the next vacation year equivalent to 2.50 days for each full month worked to a maximum of thirty (30) days' vacation with vacation pay equivalent to twelve (12%) per cent of gross earnings during the vacation year, that is twelve (12) months preceding June 30th in that year.
- (f) The term "gross earnings" does not include vacation pay previously paid.

16.2 Part-time employees shall be entitled to vacation pay based on length of continuous service consistent with the vacation pay entitlement of full-time employees set out in Article 16.1. Vacation pay shall be paid on every payday.

Part-time employees shall be entitled to vacation leave based on length of continuous service consistent with the vacation leave entitlement for full-time employees set out in Article 16.1. Part-time employees shall receive vacation leave on the basis of the formula 1525 hours worked equals one year of service.

For a part-time employee, a week of vacation leave shall be equivalent to the number of days the employee would have been scheduled to work in a normal work week and no work will be scheduled without the employee's consent during a week in which there is vacation leave. The taking of vacation leave by a part-time employee may be waived by agreement of both parties.

16.3 Scheduling of vacations shall be in the discretion of the Centre having due regard to the requests of employees and the necessity of maintaining service to the patients of the Centre.

16.4 Scheduling of vacation shall be according to the seniority at the Centre. All requests are to be provided in writing and submitted at least two (2) months prior to the requested date(s). Seniority will be the determining factor in resolving conflicting requests.



- 16.5 Vacation requests will be submitted once per year on April 1<sup>st</sup> for the vacation period between July 1<sup>st</sup> and June 30<sup>th</sup> of the following year.
- (a) Vacation requests will be granted based on seniority. Vacation requests submitted after April 1<sup>st</sup>, will be granted on a first come first serve basis. Approved vacation will be granted twelve (12) weeks prior to the vacation time requested.
  - (b) An approved vacation will not be cancelled without the approval of the nurse.
  - (c) Vacation requests submitted after the vacation request submission dates will be granted based on staffing availability. Scheduling of vacations shall be at the discretion of the Centre while maintaining services to the patients.
  - (d) A nurse may cancel approved vacation time if submitted in writing at least four (4) weeks prior to the next posted master schedule.
- 16.6 There shall be no carry over of vacation from one vacation year to the next without the written consent of the Centre. In exceptional circumstances, employees may apply to carry over unused vacation (to a maximum of two (2) weeks) to the next year and in considering whether to grant such request, the Centre shall not exercise its discretion in an unreasonable manner.

#### **ARTICLE 17 - HOURS OF WORK**

- 17.1 The following provisions are intended to designate normal hours of work on a daily shift or during a week for a full-time employee but shall not be construed to be a guarantee of hours of work to be performed in a day or during a week. The Centre reserves the right to schedule hours of work for all employees.
- 17.2 The normal hours of work for a full-time nurse will be eight and one half hours (8.5) hours of scheduled time, seven and one half (7.5) hours of paid time per day. The normal hours of work will be thirty-seven and one half (37.5) hours of paid time per week.
- 17.3 The unpaid meal and relief period will not exceed a total of one and a half hours (1.5) hour per eight (8) hours of work sixty (60) minutes of unpaid time and thirty (30) minutes of paid time per eight (8) hours. The unpaid meal period or relief period(s) will be scheduled within five (5) hours of the commencement of work. A paid relief period of fifteen minutes (15) will be provided every four (4) hours.
- 17.4 The assignment of hours for part-time nurses shall be within the discretion of the Centre. Part-time nurses may submit written requests for their preferred shifts. The Centre will consider written requests from Part-Time Nurses for additional shifts that become available, based on seniority, before assigning the shifts to new employees.
- 17.5 The Centre will adhere to the following objectives in formulating work schedules:
- (a) Nurses scheduled to work on a paid holiday that falls on a Friday or a Monday will be scheduled to work the weekend adjacent to the holiday. The Nurses will have equal distribution of the Statutory Holiday hours.

The lieu day will be scheduled within sixty (60) days following the Statutory Holiday worked by the Full Time Nurses.

- (b) The Centre will schedule nurses to work up to eight and one half (8.5) hours, seven and one half (7.5) paid hours, on the following statutory holidays, Christmas Eve., Boxing Day, New Years Eve. and New Years Day. If there are insufficient volunteers, the assignment of such work shall be done in reverse order of seniority.

If a Nurse has worked the Holiday period for two consecutive years, the Nurse may request to work the alternate Holiday period in the third year.

- 17.6 (a) The Centre will provide a four (4) week master schedule for the nurses. The master schedule will be posted electronically two (2) weeks in advance of the first day of the scheduled period. Nurses are expected to check their electronic schedules when they are posted. Requests for time off or vacation time should be submitted prior to the schedule being posted. During this two (2) week period, any errors or omissions should be brought to the attention of the scheduling supervisor. The Centre will continue the practice of posting one printed master schedule in the nursing office.
- (b) Nurses may exchange shifts between themselves. The exchange will be approved by the Supervisor and will be submitted via email and the electronic scheduler. Such approval will not be unreasonably withheld.
- (c) Additional shifts will be offered to regular part-time nurses, based on their seniority. An additional shift offered but refused by the regular part-time nurse will be counted as a shift offered in the equal distribution of the additional shifts.
- Regular part-time Nurses may provide the Centre with written availability.
- (d) Once a schedule is posted a nurse may submit a request for additional time off to the Supervisor via email and the electronic scheduler. Requests shall not be unreasonably denied.

## **ARTICLE 18 - OVERTIME AND PREMIUM PAYMENT**

18.1 Nurses will receive over time pay at a rate of time and one-half the nurses straight time hourly rate (1½) for hours worked in excess of eight (8) scheduled hours per day or forty (40) hours scheduled per week.

18.2 A nurse may request compensatory time off in lieu of overtime pay at the rate of one and one-half (1 1/2) times the number of overtime hours worked. The scheduling of such time off shall be by mutual agreement of the Centre and the nurse. Failing agreement, the nurse shall receive overtime pay rather than compensatory time off.

### 18.3 Call-back Pay

An employee who is called back to work after completion of her regular shift hours and remains as long as required will receive not less than four (4) hours pay at their regular straight time hourly rate.

18.4 Cancellation Pay

Failure to provide eight (8) hours' personal notice of cancellation of a scheduled shift shall result in premium payment for one-half of the next shift worked.

18.5 Reporting Pay

A nurse who reports for work according to a normal shift as assigned shall, unless otherwise notified by the Centre, receive a minimum of four (4) hours' pay at her regular straight time hourly rate of pay if her regular duties are not available. Such nurse shall be required to perform any duties normally performed by a nurse as assigned by the Centre.

18.6 Whenever a Nurse is assigned to fulfil duties of the Supervisor of the Centre, she shall be paid a premium of two dollars (\$2.00) per hour in addition to her or his regular salary.

18.7 No Duplication or Pyramiding

Save as specifically provided in this Agreement, there shall be no compounding, duplication or pyramiding of premium and overtime rates provided by this Agreement.

**ARTICLE 19 - HEALTH AND WELFARE BENEFITS**

19.1 The Centre shall continue to provide the group insurance coverage for life insurance, accidental death and dismemberment insurance and short term disability insurance presently available to employees and will continue to pay 100% of the premiums for such insurance. The Centre reserves the right to change the carrier of such insurance coverage as it may see fit. The Centre will advise the Union of the change in carrier prior to implementing a change. Coverage for part-time employees will continue as indicated in Article 22.

19.2 The Centre will obtain insurance coverage and pay 75% of the premiums for all full-time Employees who wish to enroll for long term disability coverage, providing for 60% of annual earnings to age 65.

19.3 The Centre will provide a health spending account in the amount of one thousand, four hundred and fifty dollars (\$1,450.00) per eligible employee in the first year of employment. The amount will increase by fifty dollars (\$50.00) for each year of the collective agreement. To be eligible the employee must work fifteen (15) hours per week on average over the six (6) month period immediately preceding the annual review in March of each year.

19.4 Paid sick leave will be granted to full-time nurses on the basis of one seven point five (7.5) hour day per month or seventy five (75) hours per year. These sick leave credits may be utilized when an employee is not in receipt of insured benefits. Employees are not entitled to a cash pay out of unused sick leave credits.

The Centre will allow the accumulation of sick leave to be carried over to the following year to a maximum of fifteen (15) days in any year. The accumulation and carry over of sick days will be calculated from January 1 of each year.

## **ARTICLE 20 - PENSIONS AND BENEFITS**

- 20.1
- (a) All full-time nurses presently enrolled in the Centre's pension plan shall, at their option, maintain their enrolment in the plan subject to the terms and conditions of the Plan. New full-time nurses, at their option, can enrol in the Plan after the completion of twenty-four (24) months of continuous service.
  - (b) Part-time nurses may at their option, participate in the pension plan after twenty-four (24) months of continuous service.
  - (c) For nurses enrolled in the plan, the Employer will contribute three percent (3%) after twenty-four (24) months of continuous employment and five percent (5%) after sixty (60) months of continuous employment. The nurse is required to contribute three percent (3%) of their wages. The nurses will have the option of increasing their contribution amount to match the percentage amount being contributed by the Employer.

## **ARTICLE 21 – HEALTH AND SAFETY**

- 21.1
- (a) The parties agree that violence and harassment in the workplace shall be consistent with Bill 168 and defined as follows:

Workplace Violence means:

- i) the exercise of physical force by a person against a worker, in a work place, that causes or could cause physical injury to the worker;
- ii) an attempt to exercise physical force against a worker, in a work place, that could cause physical injury to the worker;
- iii) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, that could cause physical injury to the worker.

Workplace Harassment means:

- i) engaging in a course of vexatious comment or conduct against a worker in a work place that is known or ought reasonably to be known to be unwelcome
- (b) The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
- (c) The Employer agrees to follow the guidelines in Bill 168.
- (d) Education, Support and Counselling

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

(e) Function of Joint Health and Safety Committee

The parties agree that if incidents involving abusive client action occur, that such action will be recorded and reviewed at the Joint Health and Safety Committee. Reasonable steps within the control of the Employer will be followed to address the legitimate health and safety concerns of employees presented in that forum.

**ARTICLE 22 - COMPENSATION**

- 22.1 A newly hired nurse will be placed on the salary grid based on the nurse's recent and related experience, this will be on the basis of one annual service increment for each year of experience up to the maximum level on the salary grid. Claims for recent and related experience will be provided at the time of hire and will include the time as full time and the hours worked as a part time nurse. All claims for placement on the salary grid will equal one year for every full year of service as a full time nurse and will be based on fifteen hundred and twenty five (1525) hours worked to equal one year of service for a part time nurse.
- 22.2 In lieu of the benefits set out in Article 19, part-time nurses who are not members of the pension plan shall receive an amount of eight percent (8%) of their straight time hourly rate. Such amount shall not be included in the base used for the purposes of calculating any premium payment nor shall it be paid on any overtime or premium hours worked. For part-time nurses who are members of the pension plan, the percentage in lieu of benefits shall be five percent (5%).
- 22.3 Each part-time nurse will advance from one level on the wage grid to the next on the basis of the formula 1525 hours worked equals twelve (12) months.
- 22.4 A part-time nurse who is temporarily replacing a full-time nurse will maintain their part-time status.
- 22.5 When a new classification in the bargaining unit is established by the Centre, the Centre agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay. If the matter is not resolved, it may be referred to Arbitration in accordance with Article 9.

**ARTICLE 23 - MISCELLANEOUS**

- 23.1 The Centre shall provide a bulletin board for the sole use of the Union for the purpose of posting official Union information relating to business affairs, meetings and social events provided the information does not contain anything that is adverse to the interests of the Centre.
- 23.2 Each nurse will receive a copy of the Collective Agreement. The cost of printing this Agreement shall be shared equally between the Union and the Centre.
- 23.3 The Centre and the Union support the principle of professional development for nurses and the Union supports the principle of its members' responsibility for their own professional development.

- 23.4 When a nurse is on duty and authorized to attend any in-service programme during her regularly scheduled working hours, she shall suffer no loss in regular pay. When a nurse is required by the Centre to attend courses outside of her regularly scheduled working hours, she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.
- 23.5 Where the feminine pronoun appears in this Agreement, it shall be construed as including the masculine pronoun.
- 23.6 Compensation for the costs of attendance at short courses, workshops, or seminars directly related to the nurses' employment at the Centre, may be granted at the discretion of the Employer upon written application to the Administrator.

#### **ARTICLE 24 - TERM OF AGREEMENT**

- 24.1 This agreement shall be effective April 1, 2016 until March 31, 2019 and shall continue automatically for annual periods of one (1) year thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date of its desire to amend or terminate this Agreement.
- All retroactive monies owing shall be paid out within three (3) pay periods from the date of ratification. The retroactive monies will be provided to nurses on a separate cheque or have the taxes deducted separately for retroactive monies.
- 24.2 Negotiations will begin within fifteen (15) days following notification for amendments as provided in the preceding paragraph or such other time as may be mutually agreed by the parties.

DATED AT Toronto, Ontario, this 10th day of June, 2016.

FOR THE EMPLOYER

FOR THE UNION

F. Mainville

Marie Haase  
Labour Relations Officer

Linda Keating

M. Foreman (BUP)

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## SCHEDULE "A"

RATESREGISTERED NURSE

Salary rates as of April 1<sup>st</sup> 2016 until March 31<sup>st</sup> 2017

Start	29.24
6 Months	30.16
1 Year	31.00
2 Years	31.92

Salary rates April 1<sup>st</sup> 2017 until March 31<sup>st</sup> 2018

Start	29.53
6 Months	30.46
1 Year	31.31
2 Years	32.24

Salary rates April 1<sup>st</sup> 2018 until March 31<sup>st</sup> 2019

Start	29.97
6 Months	30.92
1 Year	31.78
2 Years	32.72