

## MEMORANDUM OF CONDITIONS FOR JOINT BARGAINING

BETWEEN:

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

- and -

**THE PARTICIPATING HOSPITALS**  
**(listed in Appendix "A")**  
(hereinafter referred to as the "Hospitals")

The Hospitals and the Union have established and authorized their respective Central Negotiating Committees as set forth in Appendix "B", who may be accompanied by others from time to time, for the purpose of bargaining on those issues identified by the Negotiating Committees as "central issues" and co-ordinating the resolution of "local issues" to the extent provided herein. The parties agree that formal notice to bargain served by the Union to the Ontario Hospital Association (see Appendix "D") will be deemed to constitute notice to bargain by the Union to all Participating Hospitals listed in Appendix "A". It is understood and agreed that the parties to this agreement have satisfied any and all notice to bargain requirements arising out of the *Labour Relations Act* and/or the present collective agreements.

It is the desire and intent of the Union and the Hospitals to negotiate in good faith through their respective Central Negotiating Committees and make every reasonable effort to reach a voluntary settlement. The negotiations will be conducted under the provisions of the applicable legislation with a view to renewing the present Collective Agreement or establishing a new Collective Agreement, as the case may be, for each bargaining unit covering employees in the hospitals for which the Union has bargaining rights, subject to the following conditions:

### **CENTRAL ISSUES**

1. (a) The issues appropriate for central negotiations are set out in Appendix "C". It is understood that the identification of any issue as a "central issue" shall be without prejudice to either party as to the merits of such issue.

Central negotiations will take place on the following dates:

March 8 – 12, 2021  
March 22 – 24, 2021

Additional dates, if necessary, may be scheduled by mutual agreement of the parties. Either party or the parties jointly, may at any time make an application for conciliation proceedings under the auspices of the Ministry of Labour. The parties further agree that conciliation, if necessary, will take place prior to March 22, 2021.

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- (b) In the event that the Central Negotiating Committees are unable to achieve a negotiated settlement on central issues, the parties agree to invite Matthew Wilson to mediate a settlement. Such mediation shall take place on March 23 – 24, 2021.

- (c) In the event that the Central Negotiating Committees are unable to achieve a negotiated or mediated settlement on central issues, the parties shall submit to one another the position(s) that each will be advancing to arbitration by no later than April 2, 2021 and those central issues remaining in dispute shall be submitted to the Central Board of Arbitration established under Paragraph 1(d) below. It is understood and agreed that either party retains the right to make, alter, amend or add to its proposals notwithstanding the conciliation proceedings referred to in Paragraph 1(a) above or the mediation proceedings in Paragraph 1(b) above. The Central Board of Arbitration shall convene hearings the week of April 19, 2021 as agreed upon between the parties to this Memorandum and will issue a final award to the parties no later than May 31, 2021.

The parties agree that it is in everyone's best interests to have an expeditious award.

- (d) In order to ensure the scheduling of the procedure under Paragraph 1(c), the parties to this Memorandum shall appoint their nominees to the Central Board of Arbitration no later than January 8, 2021. Either party may replace its nominee, as it deems necessary.

The parties agree to invite Eli Gedalof to act as Chair. Should the Chair no longer be willing or able to act in this matter for any reason, then the parties shall attempt to agree upon another Chair. Should there be no such agreement within thirty (30) days, then the Minister of Labour shall be requested to make the appointment.

- (e) In the event that one central party believes the other party has tabled a local issue at the central table, either party may request a preliminary hearing from the Central Board of Arbitration to determine whether the issue is a central or local issue, unless the central parties agree that the issue in question can be addressed at the central table.

- (f) Apart from the negotiations conducted between the two Central Negotiating Committees, there shall be no bargaining between the Union, or its bargaining units, and any Participating Hospital with respect to any central issue, and any agreement on any central issue arising from any such unauthorized bargaining shall be null and void.

- (g) Upon the issuance of an award dealing with the central issues or upon the ratification of a negotiated Memorandum of Agreement, the Central Negotiating Committees shall, within thirty (30) days, finalize the document which shall form the central portion of the individual collective agreements at The Participating Hospitals. Where the Central Negotiating Committees fail to agree on such document within this thirty (30) day time limit, either party may request the Central Board of Arbitration to award the document which shall form the central portion of the collective agreements, and shall provide a copy of its request to the other party.

Where such a request is made to the Central Board of Arbitration, the parties will have a period of no more than fifteen (15) days from the date of the request to make written submissions to the Board, and the Board shall award a document on the basis of the material made available to it by the parties within this fifteen (15) day period.

The parties will cooperate with one another on the joint timing of communicating and disseminating the details and results of the arbitration award or negotiated Memorandum of Agreement.

- (h) The parties agree that the Central Board of Arbitration has full jurisdiction to deal with any implementation issues arising out of its award.
- (i) Should the parties be successful in negotiating a settlement of all central issues, the Hospitals shall implement the central issues in accordance with the terms of the settlement and will not delay implementation until all local issues have been resolved.

### **PROCESS FOR DISCLOSURE**

- 2. (a) The parties recognize the need for proper disclosure in a timely fashion to both prepare for negotiations prior to the commencement of bargaining. The parties agree that any request for disclosure to be made prior to the commencement of bargaining will be made by no later than January 15, 2020 will be responded to by no later than March 1, 2021. The parties agree to cooperate and exchange information in accordance with their obligations under the *Labour Relations Act*. Where there is a dispute over production, the matter will be referred to the Chair of the Central Board of Arbitration and argued via teleconference within fourteen (14) days of the dispute arising. The Chair will be asked to rule orally at the conclusion of the teleconference.
- (b) After the commencement of bargaining, any disclosure request that arises from the exchanged proposals from either party will be responded to within a timely manner and in accordance with the parties' obligations under the *Labour Relations Act*. The resolution of any disputes will be submitted to the Chair of the Central Board of Arbitration immediately via teleconference. The Chair will be asked to rule orally at the conclusion of the teleconference.

### **LOCAL ISSUES**

- 3. (a) All issues other than those identified by the Central Negotiating Committees as central issues will be considered local issues between the Union and each Participating Hospital. It is understood that the identification of any issue as a "local" issue shall be without prejudice to either party as to the merits of such an issue.
- (b) The local parties shall submit to each other, and to their respective Central Negotiating Committees, their proposals, if any, on local issues no later than May 14, 2021, unless the central parties determine otherwise. Representatives of the Central parties to this Memorandum will review these proposals to ensure such proposals are properly local in nature.

The Central parties will review any disputes concerning local proposals to ensure such proposals are properly local in nature. If there is no resolution, the jurisdictional issues will be determined by the Local Issues Board of Arbitration. Where a decision of the Local Issues Board of Arbitration conflicts with a decision made by the Central Board of Arbitration pursuant to paragraph 1(e) above, the decision of the Central Board of Arbitration prevails.

- (c) In the event the local parties are unable to achieve a negotiated settlement on local issues, mediation assistance may be utilized at the option of either of the local parties, by requesting such assistance from the Ontario Ministry of Labour. Any such mediations must be completed no later than September 30, 2021.
- (d) Failing resolution, unresolved local issues shall be submitted by the local parties to the Local Issues Board of Arbitration established under Paragraph 3(f) below. The location and dates of the hearings will be determined by agreement of the parties to this Memorandum. Representatives of the parties to this Memorandum will meet with the Board as soon as practicable after it is constituted in order to establish a schedule of hearing dates to be conducted via Zoom. It is agreed the Local Issues Board of Arbitration shall convene hearings between November 1, 2021 and December 20, 2021 with the objective of issuing final awards to the local parties no later than February 25, 2022. The parties shall submit to one another the position(s) that each will be advancing to arbitration at least twenty (20) days prior to the hearing date.

The parties will discuss the order of appearance prior to each hearing date.

- (e) The parties agree it is in everyone's best interests to have expeditious local issues hearings. In order to expedite the process of local issue arbitration, each Hospital and the Union shall exchange and file with the Local Issues Board of Arbitration their respective briefs on those local issues which remain outstanding in advance of the scheduled hearing date. Such briefs shall set out the arguments of the parties with respect to the outstanding issues. Counsel for the local parties will attend at the hearings to present their submissions to support their respective positions, to make rebuttal representations, and to respond to questions put to them by the Board. The Ontario Hospital Association on behalf of the Participating Hospitals shall have standing before the Local Issues Board of Arbitration to make representations should a dispute arise as to whether any issues raised are properly local or central.

The Local Issues Board of Arbitration has jurisdiction solely to decide local issues including whether any issues raised before it are properly local or central. In the event a dispute arises as to whether previously agreed upon contract language is properly local in nature, the Local Issues Board of Arbitration shall have jurisdiction to determine whether the contract language is null and void as per Paragraph 1(f).

Where the Central parties refer an issue(s) to local issues negotiations, such referral shall include an agreement with respect to the jurisdiction of the Local Issues Board of Arbitration to resolve the issue.

- (f) In order to ensure the scheduling of the procedure under paragraph 3(d), the parties to this Memorandum shall appoint their nominees to the Local Issues Board of Arbitration no later than February 15, 2021. Either party may replace its nominee, as it deems necessary. The parties agree that Christine Schmidt shall act as Chair. Should the Chair no longer be willing or able to act in this matter for any reason, then the parties shall attempt to agree upon a third member to act as Chair. Should there be no such agreement by January 17, 2021, then the Minister of Labour shall be requested to make the appointment.
- (g) The parties agree that where a party serves notice to end an estoppel practice in bargaining following the May 14, 2021 date above, the responding party can respond by tabling a new issue proposal within fifteen (15) days of receipt of the

estoppel notice. Any such proposals will be deemed to be considered to be tabled within the appropriate timeframe.

- (h) The parties agree that the Local Issues Board of Arbitration has full jurisdiction to deal with any implementation issues arising out of its award.
- (i) In the event the parties agree to send an issue to local bargaining, the parties shall at the same time determine the appropriate process for addressing circumstances where such local bargaining has been completed.
- (j) The parties agree that the official language of all collective agreements will be English.
- (k) The parties agree that all local issues arbitrations will be held in English, and all documents will be in English. Should either party request a hearing to be conducted in French, the parties will split the cost of an interpreter to assist at the hearing. Each party will be responsible for translation of their own documents to English.

## **DISPUTES**

- 5. Except for jurisdictional disputes under paragraph 3(b) above, any disputes with respect to whether particular provisions are to be included within the Superior Condition Appendix, the Local Provision Appendix, or with respect to the Salary Schedules in individual collective agreements will be discussed by the Central Negotiating Committees. If, following such discussions, any such disputes remain unresolved they may be referred by either Central Negotiating Committee to the Central Board of Arbitration for final and binding resolution.

## **RATIFICATION**

- 6. Any Memorandum of Settlement reached between the Central Negotiating Committees shall be recommended to their respective principals for ratification.
- 7. Any Central Memorandum of Settlement, which is ratified by at least two-thirds of the Participating Hospitals employing at least two-thirds of the affected employees, shall constitute ratification by all the Participating Hospitals.
- 8. Any Central Memorandum of Settlement, which is ratified by a simple majority of votes cast, shall constitute ratification by the Union, which shall be binding on all the Union's participating bargaining units.
- 9. Any settlement of local issues will be subject to ratification at the local level.
- 10. The Central portion of individual collective agreements shall be signed by the central parties. The local issues portion of individual collective agreements shall be signed by the respective local parties. Where either of the local parties have not signed the local issues portion within thirty (30) days of ratification or the award, then this matter may be raised to the Local Issues Board of Arbitration for resolution and the Board shall impose the collective agreement within thirty (30) days.
- 11. In the event that it is necessary for either party to seek a declaration pursuant to the *Hospital Labour Disputes Arbitration Act* that a collective agreement arising out of this Memorandum is in effect, the jurisdiction to make such declaration will be vested in:

- The Central Board of Arbitration, provided the subject matter of the dispute is a central issue, or
- The Local Issues Board of Arbitration, provided the subject matter of the dispute is a local issue.

In the event that the Central Board of Arbitration is not constituted, the declaration may be obtained from the Local Issues Board of Arbitration. Where neither Board has been constituted, the issues preventing the signing of the collective agreement will be raised with the Central Negotiating Committees and will be resolved by referral to the arbitrator identified under paragraph 1(d) acting as a sole arbitrator via teleconference hearing.

DATED THIS 8<sup>TH</sup> DAY OF MARCH 2021.

ON BEHALF OF  
ONTARIO NURSES' ASSOCIATION:

*Wicki McKenna*

*Cathryn Day*

*Lucy Mathas*

*Jim Linn*

*Nancy Lee*

*Patricia*

*Audrey*

ON BEHALF OF  
THE PARTICIPATING HOSPITALS:

*TJP*

*Asia Smith*

*Clara Williams*

*P. Kotick*

*D. Somers*

*Susan Leach*

*J. P. [Redacted]*

*L. [Redacted]*

*[Redacted]*

*L. [Redacted]*

*[Redacted]*

*Phil Cifarelli*

*[Redacted]*

*Jedia Bell*

## APPENDIX "A"

### PARTICIPATING HOSPITALS

Alexandra Hospital  
Alexandra Marine & General Hospital  
Almonte General Hospital  
Arnprior Regional Health  
Atikokan General Hospital  
Baycrest Health Sciences  
Blanche River Health  
Bluewater Health  
Brant Community Healthcare System  
Brockville General Hospital  
Bruyere Continuing Care  
Cambridge Memorial Hospital  
Campbellford Memorial Hospital  
Carleton Place and District Memorial Hospital  
Centre for Addiction and Mental Health  
Chapleau Health Services  
Chatham-Kent Health Alliance  
Children's Hospital of Eastern Ontario  
Collingwood General and Marine Hospital  
Cornwall Community Hospital  
Deep River and District Hospital  
Dryden Regional Health Centre  
Erie Shores Healthcare  
Espanola General Hospital  
Four Counties Health Services  
Georgian Bay General Hospital  
Geraldton District Hospital  
Glengarry Memorial Hospital  
Grand River Hospital  
Grey Bruce Health Services  
Groves Memorial Community Hospital  
Guelph General Hospital  
Haldimand War Memorial Hospital  
Haliburton Highlands Health Services  
Halton Healthcare Services  
Hamilton Health Sciences  
Hanover and District Hospital  
Hawkesbury and District General Hospital  
Headwaters Health Care Centre  
Health Sciences North  
Hornepayne Community Hospital  
Hotel Dieu Shaver Health and Rehabilitation Centre  
Hotel-Dieu Grace Hospital  
Humber River Hospital  
Huron Perth Healthcare Alliance  
Joseph Brant Hospital  
Kemptville District Hospital  
Kingston Health Sciences Centre  
Lady Dunn Health Centre  
Lake of the Woods District Hospital

## APPENDIX “A”

### PARTICIPATING HOSPITALS

Lakeridge Health Corporation  
Lennox and Addington County General Hospital  
Listowel Memorial Hospital  
London Health Sciences Centre  
Mackenzie Health  
Manitoulin Health Centre  
Manitouwadge Health  
Markham Stouffville Hospital (Uxbridge Site)  
Mattawa General Hospital  
Michael Garron Hospital  
MICs Group of Health Services  
Montfort Hospital  
Mount Sinai Hospital  
Muskoka Algonquin Healthcare  
Niagara Health System  
Nipigon District Memorial Hospital  
Norfolk General Hospital  
North Bay Regional Health Centre  
North of Superior Healthcare Group  
North Shore Health Network  
North Wellington Health Care  
North York General Hospital  
Northumberland Hills Hospital  
Notre-Dame Hospital  
Orillia Soldiers' Memorial Hospital  
Pembroke Regional Hospital  
Perth and Smiths Falls District Hospital  
Peterborough Regional Health Centre  
Providence Care  
Queensway Carleton Hospital  
Quinte Healthcare  
Red Lake Margaret Cochenour Memorial Hospital  
Renfrew Victoria Hospital  
Riverside Health Care Facilities  
Ross Memorial Hospital  
Royal Ottawa Health Care Group  
Royal Ottawa Health Care Group (Brockville Mental Health Centre)  
Royal Victoria Regional Health Centre  
Runnymede Healthcare Centre  
Sault Area Hospital  
Scarborough Health Network  
Sensenbrenner Hospital  
Sioux Lookout Meno-Ya-Win Health Centre  
Smooth Rock Falls Hospital  
South Bruce Grey Health Centre  
South Huron Hospital  
Southlake Regional Health Centre  
St. Francis Memorial Hospital  
St. Joseph's Care Group, Thunder Bay  
St. Joseph's Continuing Care Centre of Sudbury

## APPENDIX "A"

### PARTICIPATING HOSPITALS

St. Joseph's Health Centre, Guelph  
St. Joseph's Healthcare, Hamilton  
St. Joseph's General Hospital, Elliot Lake  
St. Joseph's Health Care, London  
St. Mary's General Hospital  
St. Thomas Elgin General Hospital  
Stevenson Memorial Hospital  
Strathroy Middlesex General Hospital  
Sunnybrook Health Sciences Centre  
Temiskaming Hospital  
The Ottawa Hospital  
Thunder Bay Regional Health Sciences Centre  
Tillsonburg District Memorial Hospital  
Timmins and District Hospital  
Trillium Health Partners (Queensway Health Centre and Mississauga Hospital)  
Unity Health Toronto  
University Health Network (PMH)  
University Health Network (TG/TW)  
University Health Network (Toronto Rehabilitation Institute)  
West Haldimand General Hospital  
West Nipissing General Hospital  
West Park Healthcare Centre  
West Parry Sound Health Centre  
William Osler Health System  
Winchester District Memorial Hospital  
Windsor Regional Hospital  
Wingham and District Hospital  
Women's College Hospital  
Woodstock General Hospital

## APPENDIX "B"

### UNION CENTRAL NEGOTIATING TEAM MEMBERSHIP LIST

Team Members:

#### Region 1

Kelly Latimer (Full-time)	Local 13	Health Sciences North
Carrie Doherty (Part-time)	Local 81	Dryden Regional Health Centre

#### Region 2

Rachel Muir (Full-time)	Local 83	The Ottawa Hospital
Kate Magladry (Part-time)	Local 83	The Ottawa Hospital

#### Region 3

Ingrid Garrick (Full-time)	Local 97	University Health Network – Princess Margaret
Derek Montgomery (Part-time)	Local 124	Southlake Regional Health Centre

#### Region 4

Erin Ariss (Full-time)	Local 55	St. Mary's General Hospital
Grace Pierias (Part-time)	Local 75	St. Joseph's Healthcare, Hamilton

#### Region 5

* Alan Warrington (Full-time)	Local 100	London Health Sciences Centre
Jo-Dee Brown (Part-time)	Local 8	Hotel-Dieu Grace Healthcare

\* Team Chair

#### Team Members – Ex Officio:

Vicki McKenna, President, ONA  
Cathryn Hoy, First Vice-President, ONA

#### ONA Staff Resources:

Beverly Mathers, Chief Executive Officer  
Steve Lobsinger, Senior Executive, Negotiations/Chief Negotiator  
Marilynn Dee, Manager II/Team Lead Labour Relations – Hospitals  
Patricia Carr, Manager II/Team Lead Labour Relations – LTC/Community  
Sharleen Corrigan, Labour Relations Officer, EDST  
Angel Furlott, Labour Relations Officer, NDST  
Brandon Walker, Labour Relations Officer, SDST  
Marie Haase, Labour Relations Officer, WDST  
Matthew Stout, Manager, Labour Relations, WDST  
Dave Campanella, Labour Relations Officer, Economist  
Tanya Beattie, Nursing Research/Nursing and Health Policy Officer

## APPENDIX "B"

### HOSPITALS' CENTRAL NEGOTIATING TEAM MEMBERSHIP LIST

Chair:	Lisa Smith, Vice President and Chief Nursing Executive, Health Sciences North
Spokesperson:	David Brook, Vice President, Labour Relations and Chief Negotiations Officer
Members:	Angela Hodgson, Director, People Services, London Health Sciences Centre
	Clarence Willms, Director, Employee and Labour Relations, Kingston Health Sciences Centre
	Dean Osmond, Executive Vice President and Chief Operating Officer, Sioux Lookout Meno Ya Win Health Centre
	Laura Macgowan, Manager, Employee Relations, Thunder Bay Regional Health Sciences Centre
	Leah Martuscelli, Chief Human Resources Officer, Joseph Brant Hospital
	Myfanwy Marshall, Director, People, Centre for Addiction and Mental Health
	Phillip Kotanidis, Chief Human Resources Officer, Michael Garron Hospital
	Susan Leach, Vice President, Patient/Resident Services and Chief Nursing Executive, Arnprior Regional Health
OHA Staff:	David McCoy, Director, Labour Relations
	Phillip Cifarelli, Consultant, Labour Relations
	Sadia Bekri, Consultant, Labour Relations
	Joyce Chan, Assistant Consultant

## **APPENDIX "C"**

### **ISSUES APPROPRIATE FOR CENTRAL BARGAINING**

1. Purpose
2. Definitions & Graduate Nurses (excluding scope of bargaining units)
3. Relationship
4. No Strike, No Lockout
5. Association Security
6. Representation and Committees (excluding number of representatives, committee size, scheduling criteria)
7. Grievance Procedure
8. Professional Responsibility
9. Access to Files
10. Seniority (excluding dates of posting seniority list)
11. Leaves of Absence (excluding number of days for local Association Business and scheduling criteria)
12. Sick Leave and Long-Term Disability
13. Hours of Work (excluding scheduling criteria)
14. Premium Payment (excluding scheduling criteria)
15. Paid Holidays (except scheduling criteria)
16. Vacations (except scheduling and date for determining entitlement)
17. Health and Welfare Benefits
18. Miscellaneous (as agreed by the Central Negotiating Committees)
19. Compensation
20. Duration

**APPENDIX "D"**

**NOTICE TO BARGAIN**

March 8, 2021

Mr. David Brook  
Vice President, Labour Relations & Chief Negotiations Officer  
Ontario Hospital Association  
200 Front Street West, Suite 2800  
Toronto, ON M5V 3L1

Dear David,

**Re: ONA and Participating Hospitals - Notice of Desire to Bargain**

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In accordance with the *Labour Relations Act*, the *Hospital Labour Disputes Arbitration Act* and Article 22 of the Collective Agreement, and pursuant to the Memorandum of Conditions for Joint Bargaining, the Ontario Nurses' Association hereby serves notice of its desire to begin a renewal collective agreement.

Thank you for your attention to this matter.

Yours truly,

**ONTARIO NURSES' ASSOCIATION**



Steven Lobsinger RN  
Senior Executive, Negotiations/Chief Negotiator

C: Hospital Central Negotiating Team, ONA  
David McCoy, Ontario Hospital Association