

Collective Agreement

between

Hogarth Westmount Hospital

and

Ontario Nurses' Association

**Begins:
04/01/1991**

**Terminates:
03/31/1993**

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ONA
FULL-TIME AGREEMENT
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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the nurses covered by this Agreement; to provide for on-going means of communication between the Association and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that nurses wish to work together with the Hospital to secure the best possible nursing care and health protection for patients. Appropriate committees have been created under this Agreement to work towards this objective.

ARTICLE 2 – DEFINITIONS AND GRADUATE NURSES

- 2.01 A registered nurse is a nurse who holds certification with the College of Nurses of Ontario in accordance with the Health Disciplines Act.
- 2.02 A graduate nurse is defined as a nurse with certification incomplete who is a graduate of a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of hire. Where a nurse fails to complete such certification requirements, she will be terminated from the employ of the Hospital. Such terminations shall not be subject matter of grievance or arbitration procedure. The foregoing does not apply to nurses employed prior to October 23, 1981, except those currently in the process of completing certification requirements who shall be required to complete such certification in accordance with the provisions of the existing collective agreement.
- 2.03 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 13.
- 2.04 A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 13 and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time nurses shall be considered casual nurses. The predetermined basis upon which the commitment to be available is made shall be determined in local negotiations.

The definitions shall not have the effect of changing the composition of any existing bargaining units. The Hospital shall not refuse to accept an offer from a nurse to make a commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual nurses so as to restrict the number of regular part-time nurses.

ARTICLE 3 – RELATIONSHIP

- 3.01 The Hospital and the Association agree that there will **be** no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse because of her membership or non-membership in the Association or activity or **lack** of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement.
- 3.02 The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on Hospital premises or during working hours **except with** the written permission of the Hospital or as specifically provided for in this Agreement.
- 3.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered **by** this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, religious affiliation or any other factor which is not **pertinent** to the employment relationship.

ARTICLE 4 – NO STRIKE, NO LOCKOUT

- 4.01 The Association agrees there shall **be** no strikes and the Hospital agrees there shall **be** no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 5 – ASSOCIATION SECURITY

- 5.01 The Hospital will deduct from ~~each~~ nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association.
- 5.02 Such dues shall **be** deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.
- 5.03 The amount of the regular monthly dues shall **be** those authorized by the Association and the Provincial Secretary-Treasurer of the Association shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deduction specified.
- 5.04 In consideration of the deducting and forwarding of Association dues by the Hospital, the Association agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.
- 5.05 The amounts so deducted shall be remitted monthly to the Provincial Secretary-Treasurer of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Hospital

shall provide a list of nurses from whom deductions were made, including deletions (indicating terminations) and additions from the preceding **month** and their social insurance numbers. A copy of this list will **be** sent to the **local** Association.

- 5.06 The Hospital agrees that an officer of the Association or nurse representative shall **be allowed** a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may **be** provided to the nurse. These interviews shall be scheduled in advance as determined by local negotiation and may be arranged collectively or individually by the Hospital.

NOTE: The list provided for in Article 5.05 shall include any other information that is currently provided to **ONA**. Additionally, the Hospital will provide each nurse with a T-4 Supplementary Slip showing the **dues deducted** in the previous year for income tax purposes where such information is or becomes readily available through the Hospital's payroll system.

ARTICLE 6 – REPRESENTATION AND COMMITTEES

6.01 NURSE REPRESENTATIVES AND GRIEVANCE COMMITTEE

- (a) The Hospital agrees to recognize nurse representatives to **be** elected or appointed from amongst **nurses** in the bargaining unit for the purpose of dealing with Association business as provided in this Collective Agreement. The number of representatives and the areas which **they** represent are set out in the Appendix of Local Provisions.
- (b) The Hospital will recognize a Grievance committee, one of whom shall be chairperson. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement and the number of nurses on the Grievance Committee is set out in the Appendix of Local Provisions.
- (c) It is agreed that nurse representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a nurse representative or member of the Grievance Committee is required to enter a nursing unit within the hospital in which she is not ordinarily employed she shall, immediately upon entering such nursing unit, report her presence to the supervisor or nurse in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Hospital agrees to pay for all time spent during their regular hours by such representatives hereunder.

6.02 HOSPITAL-ASSOCIATION COMMITTEE

- (a) There shall be a **Hospital-Association** Committee comprised of **representatives of the Hospital. one of whom shall be the Director of Nursing or her designate and of the Association. one of whom shall be the Local President or her designate.** The number of representatives is set out in **the Appendix of Local Provisions and the membership of the Committee may be expanded by mutual agreement.**
- (b) The Committee shall **meet every two (2) months unless otherwise agreed and as required under Article 8.01 (a) (i).** The duties of chairperson and secretary shall alternate **between the parties.** Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and **the recommended disposition, if any, unless agreed to the contrary.** Copies of the record shall **be provided to Committee members.**
- (c) The purpose of the Committee includes:
- i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of nursing care;
 - ii) dealing with complaints referred to it in accordance with the provisions of Article 8, Professional Responsibility;
 - iii) discussing and reviewing matters relating to orientation and in-service programs;
- (d) The Hospital agrees to **pay** for time spent during regular working hours for representatives of **the Association** attending at such meetings.

6.03 (a) NEGOTIATING COMMITTEE

The Hospital agrees to recognize a Negotiating Committee comprised of representatives of the Association for the purpose of negotiating a renewal agreement. The number of nurses on the Negotiating Committee is set out in the Appendix of Local Provisions. The Hospital agrees to **pay** members of the Negotiating Committee for time spent during regular working hours in negotiations with the Hospital for a renewal agreement up to, but not including, arbitration.

(b) CENTRAL NEGOTIATING TEAM

In central bargaining **between the Ontario Nurses' Association and the Participating Hospitals,** a nurse serving on the Association's Central Negotiating Team shall **be paid for time lost from her regularly scheduled straight time working hours at her regular rate of pay, and without loss of leave credits, for attending central negotiating meetings with the**

Hospitals' Central Negotiating Committee up to, but not including, arbitration.

Central Negotiating Team members shall receive unpaid time off for the purpose of preparation for negotiations. The Association will advise the Hospitals concerned, as far in advance as possible, of the dates for which leave is being requested.

Upon reference to arbitration, the Central Negotiating Team members shall receive unpaid time off for the purpose of attending arbitration hearings.

Time spent on such meetings will not be considered leave under Article 11.02, Leave for Association Business.

The maximum number of Central Negotiating Team members entitled to payment under this provision shall be eight (8), and in no case will more than one (1) nurse from a hospital be entitled to such payment.

The Association shall advise the Hospitals' Central Negotiating Committee of those nurses to be paid under this provision. The Hospitals' Central Negotiating Committee will make such request known to the affected hospitals.

For any unpaid leave of absence under this provision, the nurse's salary and applicable full-time benefits shall be maintained by the Hospital, and the Association agrees to reimburse the Hospital in the amount of the full cost of such salary.

6.04 ACCIDENT PREVENTION- HEALTH AND SAFETY COMMITTEE

- (a) The Hospital and the Association agree that they mutually desire to maintain standards of safety and health in the hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention-Health and Safety Committee, at least one (1) representative selected or appointed by the Association from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommendations to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, the Hospital will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.

- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one **(1)** calendar year from the date of **appointment. Time off for such representative(s) to attend meetings** of the Accident Prevention - Health and Safety Committee in accordance with the foregoing, shall **be** granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (g) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) All time spent **by a member** of the Accident Prevention- Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Hospital at her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.
- (i) Pregnant employees may request to **be** transferred from their current duties if, in ~~the~~ professional opinion of the employee's physician, the pregnancy may **be** at risk. If such a transfer is not feasible. the pregnant employee, if she so requests. will **be** granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (j) Where the Hospital identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.

NOTE Issues relating to chairing of meetings and responsibility for the taking of minutes should **be** discussed locally with the Hospital and the other Unions representing employees of the Hospital.

- 6.05 The Association **may** hold meetings on Hospital premises providing permission has been first **obtained** from the Hospital.
- 6.06 The Association shall keep ~~the~~ Hospital notified in writing of the names of the nurse representatives and/or Committee members and Officers of the Local Association appointed or selected under this Article as well as the effective date of their respective appointments.
- 6.07 All reference to nurse representatives, committee members and officers in this Agreement shall **be deemed to mean** nurse representatives, committee members or officers of **the** Local Association.
- 6.08 The Hospital agrees to give representatives of the Ontario Nurses' Association access to the premises of the Hospital for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement,

provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator which will not be unreasonably withheld.

6.09 Where a nurse makes prior arrangements for time off from a tour of duty, the nurse shall not be scheduled to work another tour that day.

6.10 Nurses who are members of committees pursuant to Regulation 518 of the Public Hospitals Act will suffer no loss of earnings for time spent during regular working hours for attending committee meetings.

Where a nurse attends a committee meeting outside of regularly scheduled hours, she will be paid for all hours spent in attendance at meetings at her regular straight time hourly rate.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 For purposes 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.

7.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her nurse representative. In the case of suspension or discharge, the Hospital shall notify the nurse of this right in advance.

7.03 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of her immediate supervisor's decision in the following manner and sequence:

STEP NO. 1

The nurse may submit a written grievance, signed by the nurse, to her immediate supervisor. The grievance shall be on a form referred to in Article 7.09 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver her decision in writing within nine (9) calendar days following the day on which the grievance was presented to her. failing settlement, then:

STEP NO. 2

Within nine (9) calendar days following the decision under Step No. 1, the nurse may submit the written grievance to the Director of Nursing or her designate who will deliver her decision in writing within nine (9) calendar days from the date on which the written grievance was presented to her. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

STEP NO. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or her designate. A meeting will then be held between the Hospital Administrator or her designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Hospital Administrator or her designate may have such counsel and assistance as she may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the third step grievance reply will be provided to the Employment Relations Officer.

- 7.04 A complaint or grievance arising directly between the Hospital and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Hospital shall be filed with the Local President or her designate.
- 7.05 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing signed by each nurse who is grieving to the Director of Nursing or her 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 nurse(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this Agreement. A claim by a nurse who has completed her probationary period that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Hospital at Step No. 3 within seven (7) calendar days after the date the

discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the nurse; or
- (b) reinstating the nurse 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.

The Hospital agrees to provide written reasons within seven (7) calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed her probationary period, without just cause.

- 7.07 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 eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.
- 7.08 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Association will be final and binding upon the Hospital and the Association and the nurses.
- 7.09 Association grievances shall be on the form set out in Appendix 1.
- 7.10 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

- 7.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 7.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.17 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 8 – PROFESSIONAL RESPONSIBILITY

- 8.01 In the event that the Hospital assigns a number of patients or a workload to an individual nurse or group of nurses 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) i) Complain in writing to the Association-Hospital Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Association-Hospital committee shall convene a meeting of the Association-Hospital Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Association-Hospital Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Hospital and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
 - iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within

thirty (30) calendar days following completion of its hearing.

- (b) i) The list of Assessment Committee Chairpersons is attached as **Appendix 2. During the term of this Agreement, the Central** Negotiating Teams shall meet as necessary to review and amend by agreement the list of chairpersons of Professional Responsibility Assessment Committees.

The parties agree that should a Chairperson be required, the Ontario Hospital Association and the Ontario **Nurses' Association** will **be** contacted. They will provide ~~the~~ name of the person to be utilized on the alphabetical listing of Chairpersons. The ~~name~~ to be provided will be the top name on ~~the~~ list of Chairpersons who has not been previously assigned.

Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she would not be suitable due to connections with the Hospital or community, the next person on the list will be approached to act as Chairperson.

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

8.02 ORIENTATION AND IN-SERVICE PROGRAM

The Hospital recognizes the need for a Hospital Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Hospital and the nurses involved.

- 8.03 Before assigning a newly hired nurse in charge of a nursing unit, the Hospital will first provide orientation both to the Hospital and to such nursing unit. It is understood that such nurse may be assigned to any tour as part of her orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in the Appendix of Local Provisions which forms part of this Collective Agreement.

- 8.04 Nurses recalled from layoff under Article 10.07 (a), nurses whose probationary period has been extended under Article 10.01, and nurses who are transferred on a permanent basis may be provided any orientation determined necessary by the Hospital. A request by such a nurse for orientation shall not be unreasonably denied.

- 8.05 Both the Hospital and the Association recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Association supports the principle of its members' responsibility for their own professional development and the Hospital will endeavour to provide programs related to the requirements of the Hospital. Available programs will be publicized and the Hospital will endeavour to provide nurses with opportunities to attend such programs during their regularly scheduled working hours.

- 8.06 The delegation of Added Nursing Skills and Sanctioned Medical Acts (Special Procedures) to nurses shall be in accordance with guidelines established by the College of Nurses from time to time and any approved Hospital policy related thereto.
- 8.07 When a nurse is on duty and authorized to attend any in-service program within the hospital and during her regularly scheduled working hours, she shall suffer no loss of regular pay. When a nurse is required by the Hospital 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.
- 8.08 Nurses may be required, as part of their regular duties, to supervise the activities of students and will be informed in writing of their responsibilities in relation to these students.
- Any information that is provided to the Hospital by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students.
- 8.09 The Hospital undertakes to notify the Association in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of the nurse within the bargaining unit.
- The Hospital agrees to discuss with the Association the effect of such technological changes on the employment status of the nurses and to consider practical ways and means of minimizing the adverse effect, if any, on the nurses concerned.
- Nurses, who are subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 10.07 will apply.
- 8.10 Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Hospital agrees that necessary computer training will be provided at no cost to the nurses involved.

ARTICLE 9 – ACCESS TO FILES

- 9.01 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse 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 Hospital against the nurse.
- Each nurse shall have reasonable access to all her files for the purpose of

reviewing their contents in the presence of her supervisor. A copy of the evaluation will be provided to the nurse at her request.

No document shall be used against a nurse where it has not been brought to her attention in a timely manner.

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

ARTICLE 10 – SENIORITY

(Subject to Pending Interest Arbitration)

- 10.01 (a) Newly hired nurses shall be considered to be on probation for a period of sixty (60) tours worked from date of last hire (450 hours of work for nurses whose regular hours of work are other than the standard work day). If retained after the probationary period, the nurse shall be credited with seniority from date of last hire. With the written consent of the Hospital, the probationary nurse and the President of the Local Association or her designate, such probationary period may be extended. Where the Hospital requests an extension of the probationary period, it will provide notice to the Association at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Hospital will advise the nurse and the Association of the basis of such extension.
- (b) A nurse who transfers from casual or regular part-time to full-time status shall not be required to serve a probationary period where she has previously completed one since her date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) during the nine months immediately preceding the transfer shall be credited towards the probationary period.
- 10.02 A seniority list shall be established for all full-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary nurses shall be included in the seniority list. A copy of the current seniority list will be filed with the President of the Local Association or her designate on request but not more frequently than once every six (6) months at a time to be determined locally. A copy of the seniority list shall also be posted at the same time.
- 10.03 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 in the event she is

transferred from casual to regular 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 1500 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 (1) year of seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

- 10.04 If a nurse's absence without pay from the Hospital including absences under Article 11, Leaves of Absence, exceed thirty (30) continuous calendar days she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure her continuing coverage.

Notwithstanding this provision, seniority shall accrue for a period of one year if a nurse's absence is due to disability resulting in W.C.B. benefits or L.T.D. benefits including the period of the disability program covered by Unemployment Insurance.

Notwithstanding this provision, seniority and service will accrue and the Hospital will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 11.07 and for a period of up to eighteen (18) weeks while a nurse is on parental leave under Article 11.08.

NOTE: Nurses presently enjoying the accumulation of seniority for greater periods shall continue to receive such seniority benefits while employed by the Hospital.

- 10.05 A nurse shall lose all service and seniority and shall be deemed to have terminated if she:
- (a) leaves of her own accord;
 - (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
 - (c) has been laid off for twenty-four (24) calendar months;
 - (d) refuses to continue to work or return to work during an emergency which

seriously affects the Hospital's ability to provide adequate patient care, unless a satisfactory reason is given to the Hospital;

- (e) is absent from scheduled work for a period of three (3) or more consecutiveworking days without notifying the Hospital of such absence and providing a satisfactory reason to the Hospital;
- (f) fails to return to work (subject to the provisions of 10.05 (e)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (g) fails upon being notified of a recall to signify her intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties.
- (h) is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced.

- 10.06 (a) **Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit and nurses in another ONA bargaining unit at the Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for three (3) consecutive calendar days.**
- (b) A nurse may make a written request for transfer by advising the Hospital and filing a Request for Transfer form indicating her name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as of the date it is received by the Hospital and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

A list of vacancies filled in the preceding month under Articles 10.06 (a) and (b), and the names of the successful applicants. will be posted, with a copy provided to the Association. Unsuccessful applicants will be notified.

At the request of the nurse, the Hospital will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.

(c) Nurses shall **be selected for positions under either 10.06 (a) or (b)** on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, **if any**, is qualified to **perform** the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant, regardless of her ONA bargaining unit, **will be selected**. Where **the** applicant has been selected in **accordance** with this Article and it is subsequently determined that she cannot satisfactorily perform the job to which she **was** promoted, the Hospital will attempt, during the first thirty (30) days (225 hours for nurses whose regular hours of work are other than the standard work day) worked from the date on which the nurse **was** first assigned to the vacancy, to return **her** to her former job, and the filling of the subsequent vacancies will likewise **be** reversed.

(d) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including maternity) **may be** filled at the discretion of the Hospital. In filling such vacancies consideration shall **be** given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to utilizing non-bargaining unit nurses supplied by an agency or registry. It **is** understood, however, that where such vacancies occur **on** short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are **made** to fill the vacancy. Where part-time nurses fill temporary full-time vacancies, such nurses shall **be** considered regular part-time and shall **be** covered by the terms of the part-time Collective Agreement. Upon completion of the temporary vacancy, such nurses shall **be** reinstated to her former position unless the position has been discontinued, in which case she shall **be** given a comparable job.

(e) The Hospital shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to **be** assigned to the job.

(f) A nurse selected as a result of a posted vacancy or a Request for Transfer need not **be** considered for a further permanent vacancy for a period of up to six **(6)** months from the date of her selection.

10.07 (a) A layoff of nurses shall **be** made on the basis of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall **be** first laid off.

Nurses shall **be** recalled in the order of seniority, unless otherwise agreed

between the Hospital and local Association, provided that the nurse is qualified to perform the available work.

- (b) Where a vacancy occurs in a position following a layoff hereunder as a result of which a nurse had been transferred to another position, the affected nurse will be offered the opportunity to return to her former position providing such vacancy occurs within **six (6) months of the date** of layoff. Where the nurse returns to her former position, there shall be no obligation to consider the vacancy under Article **10.06**. Where the nurse refuses the opportunity to return to her former position, she shall advise the Hospital in writing.
- (c) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Association.
- (d) All regular part-time and full-time nurses represented by the Association who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.

10.08 In the event of a proposed layoff at the Hospital of a permanent or long-term nature, the Hospital will:

- (a) provide the local Association with no less than thirty (30) calendar days' notice of such layoff and
- (b) meet with the local Association to review the following:
 - i) the reasons causing the layoff;
 - ii) the service which the Hospital will undertake after the layoff;
 - iii) the method of implementation including the areas of cut-back and the nurses to be laid off.

In the event of a proposed layoff at the hospital which is not of a permanent or long term nature or a bed cut-back or a cut-back in service which will result in displacement of staff, the Hospital will provide the local Association with reasonable notice. If requested, the Hospital will meet with the local Association to review the reasons and expected duration of the bed cut-back or cut-back in service, realignments of service or staff and its effect on nurses in the bargaining unit.

Any agreement between the Hospital and the local Association resulting from the review above concerning the method of implementation will take precedence over the terms of this Article. Notice of layoff shall be in accordance with the provisions of the Employment Standards Act.

- 10.09 (a) A nurse who is transferred to a position outside of the bargaining unit shall, subject to (b) below retain, but not accumulate, her seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit she shall be credited with the seniority held at the

time of transfer and resume accumulation from the date of her return to the bargaining unit.

- (b) In the event that a nurse is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

- 10.10 (a) Head nurses and supervisors excluded from the bargaining unit shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to nurses in the bargaining unit.
- (b) The Hospital shall not contract out any work usually performed by members of this bargaining unit if as a result of such contracting out, a layoff of any employees other than casual part-time employees follows. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence.

NOTE 1: In the bargaining units where full-time and part-time nurses are both employed, seniority lists and layoff and recall rights of part-time nurses shall be separate from full-time nurses.

NOTE 2: The seniority list referred to in Article 10.02 shall include any other information that is currently provided to the Association.

ARTICLE 11 – LEAVES OF ABSENCE

- 11.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Director of Nursing or her designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

11.02 LEAVE FOR ASSOCIATION BUSINESS

The Hospital agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings. The cumulative total leave of absence, the amount of notice, the number of nurses that may be absent at any one time and from any one area and the number of days is set out in the

Appendix of Local Provisions. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Hospital and the local Association agrees to reimburse the Hospital in the amount of the daily rate of the nurse except for Provincial Committee meetings which will be reimbursed by the Association. The Hospital will bill the local Association within a reasonable period of time.

11.03 LEAVE, BOARD OF DIRECTORS

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she may require to fulfill the duties of her position. Reasonable notice-sufficient to adequately allow the Hospital to minimize disruption of its services shall be given to the Hospital for such leave of absence. Notwithstanding Article 10.04, there shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 11.02 above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Hospital and the Association agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits.

11.04 LEAVE, PRESIDENT, O.N.A.

Upon application in writing by the Association on behalf of the nurse to the Hospital, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to two (2) consecutive years. Notwithstanding Article 10.04, there shall be no loss of service or seniority during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Hospital and the Association agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Hospital of her intention to return to work at least two (2) weeks prior to the date of such return.

11.05 BEREAVEMENT LEAVE

A Nurse who notifies the Hospital as soon as possible following a bereavement shall be granted three (3) consecutive working days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. "Spouse" for the purposes of bereavement leave will include a partner of the same sex. Where a nurse does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay.

11.06 JURY AND WITNESS DUTY

If a nurse is required to serve as a juror in any court or law, or is required to attend **as** a witness in a court proceeding in which the Crown is a party, or is required **by** subpoena to attend a court of law or coroner's inquest in connection with a **case** arising from the nurse's duties at the hospital, the nurse shall not lose regular pay **because** of such attendance and shall not **be** required to work on the day of such duty provided that the nurse:

- (a) notifies the Hospital immediately on the nurse's notification that she will **be** required to attend court;
- (b) presents proof of service requiring the nurse's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

11.07 PREGNANCY LEAVE

- (a) Pregnancy leave will **be** granted in accordance with the provisions of the Employment Standards **Act**, except where amended in this provision.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) **The** nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The nurse shall **be** reinstated to her former position unless the position has been discontinued in which case she shall **be** given a comparable job.
- (d) Nurses newly hired to replace nurses 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 Hospital, in a permanent position, the nurse shall **be** credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall **be** credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (**225** hours for nurses whose regular hours of work are other than the standard work day).

The Hospital will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) The Hospital may request a nurse 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) Effective April 1, 1988 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

11.08 PARENTAL LEAVE

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 11.07 is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to six (6) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Hospital 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 nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.

- (d) Nurses newly hired to replace nurses 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 Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

The Hospital will outline to nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) Effective April 1, 1991 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

11.09 EDUCATION LEAVE

- (a) Leave of absence, without pay, for the purposes of further education directly related to the nurse's employment with the Hospital may be granted on written application by the nurse to the Director of Nursing or her designate. Requests for such leave will not be unreasonably denied.
- (b) A nurse shall be entitled to leave of absence without loss of earnings from

her regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which nurses are enrolled to upgrade their nursing qualifications.

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the nurse's employment at the hospital may be granted at the discretion of the Hospital upon written application by the nurse to the Director of Nursing or her designate.

11.10 Professional leave with pay will be granted to nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

Any employee who is on an authorized leave of absence as of October 23, 1981, shall be entitled to continue the leave in accordance with the terms thereof.

11.11 PRE-PAID LEAVE PLAN

Effective April 1, 1989, the Hospital agrees to introduce a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to nurses wishing to spread four (4) year salary over a five (5) year period, in accordance with Part LXVIII of the *Income Tax Regulations*, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Director of Nursing at least six (6) months prior to the intended commencement date of the program (i.e.; the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be determined by local negotiations. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Hospital.
- (d) Written applications will be reviewed by the Director of Nursing or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.

- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given the Director of Nursing. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the prepaid leave program will be subject to the nurse entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the nurse's pay. Such agreement will include:
- (a) A statement that the nurse is entering the pre-paid leave program in accordance with Article 11.11 of the Collective Agreement.
 - (b) The period of salary deferral and the period for which the leave is requested.
 - (c) The manner in which the deferred salary is to be held.
- The letter of application from the nurse to the Hospital to enter the pre-paid leave program will be appended to and form part of the written agreement.

NOTE 1: Provisions in existing Collective Agreements providing for paternity leaves shall be continued in effect and added to the above provisions in such Collective Agreements.

NOTE 2: Provisions in existing Collective Agreements providing for time off to study for College of Nurses examinations, to write registration examinations or examinations for courses of study related to employment shall be continued in effect and added to the above provisions in such Collective Agreements.

ARTICLE 12 – SICK LEAVE AND LONG-TERM DISABILITY

12.01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure.

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

12.02 Effective the first of the month following the transfer, all existing sick leave plans in the Participating Hospitals shall be terminated and any provisions relating to such Plans shall be null and void under the respective Collective Agreements except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

12.03 Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the nurse on the effective date of the transfer to the Plan set out in Article 12.01. The "sick leave bank" shall be utilized to:

- (a) supplement payment for sick leave days under the new plan which would otherwise be at less than full wages, and;
- (b) where a payout provision existed under the former sick leave plan in the Collective Agreement, payout shall be made on the termination of employment, or in the case of death, to the nurse's estate. The amount of the payout shall be a cash settlement at the nurse's then current salary rate for any unused sick credits to the maximum provided under the sick leave plan in which she participated as of the date of this award;
- (c) where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, her existing sick

leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and she shall be entitled to the same cash out provisions as set out in paragraph (b) above providing she subsequently achieves the necessary service to qualify her for payout under the conditions of the sick leave plan in which she participated as of the date of this award;

- (d) where a payout provision existed under the former sick leave plan in the Collective Agreement, a nurse who, as of the date of this award, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of The Workers' Compensation Act, the Hospital, on application from the nurse, will supplement the award made by the Workers' Compensation Board for loss of wages, to the nurse by such amount that the award of The Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred per Cent (100%) of the nurse's net earnings to the limit of the nurse's accumulated sick leave credits. Nurses may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.

- 12.04 When a nurse has completed any portion of her regularly scheduled tour prior to going on sick leave benefits or Workers' Compensation benefits, she shall be paid for the balance of the tour at her regular straight time hourly rate. This provision will not disentitle the nurse to a lieu day under Article 15.05 if she otherwise qualifies.
- 12.05 Nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.
- 12.06 A nurse who transfers from full-time to part-time may elect to retain her accumulated sick leave credits to be utilized during part-time or subsequent full-time employment as provided under the sick leave plan in which she participates as of the date of this award.
- 12.07 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under HODIP may be subject to grievance and arbitration under the provisions of this Agreement.
- 12.08 Nurses presently employed who are covered by a long-term disability plan in effect as of the date of this award, may elect to be covered by HODIP or to continue their present coverage.
- 12.09 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- 12.10 During the term of operation of this Collective Agreement, the Hospitals will meet and consult with the Association with the view to assisting the parties in

the next set of negotiations to improve the benefit coverage provided by HOODIP.

- 12.11 The Hospital will notify **each** nurse of the amount of unused sick leave in her bank annually.
- 12.12 For nurses whose regular hours of work are other than the standard work day, the short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply mutatis mutandis.
- 12.13 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 12.14 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefits she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the nurse provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 13 – HOURS OF WORK

- 13.01 The following provision designating regular hours on a daily tour and regular daily tours over the nursing schedule determined by the Hospital shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule.

Subject to Article 13.02 below:

- (a) The normal daily tour shall be seven and one-half (7-1/2) consecutive hours in any ~~twenty-four (24)~~ hour period exclusive of an unpaid one-half (1/2) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes' duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 14.

- (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour. The scheduling of meal periods and relief periods shall be determined by local negotiations.
- (c) The regular daily tours of duty of a nurse shall average five (5) days per week over the nursing schedule determined by the Hospital. Nursing schedules shall be determined by local negotiation. Nurses in the bargaining unit engaged in teaching in Schools for R.N.A.'s shall work a flexible schedule, Monday to Friday, averaging 37½ hours per week over the schedule to be determined by local negotiations.
- (d) Where a nurse notifies her supervisor that she has been or will be unable to take the normal lunch break due to the requirement of providing patient care, such nurse shall be paid time and one half (1-1/2) her regular straight time hourly rate for all time worked in excess of her normal daily hours.

13.02 Where nurses are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.

The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of forty-five (45) minutes.

The scheduling of meal and relief periods shall be determined by local negotiations.

The introduction or discontinuance of longer daily tours shall be determined by local negotiations.

NOTE: Hospitals that have extended tours that are presently different than the above, shall maintain those conditions.

ARTICLE 14 – PREMIUM PAYMENT

14.01 If a nurse is authorized to work in excess of the hours referred to in Article 13.01 (a) or (c), she shall receive overtime premium of one and one-half (1-1/2) times her regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 13.01 (a) and (c) nor shall there be any pyramiding with

respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her scheduled day off shall receive overtime premium of one and one-half (1-1/2) times her regular straight time hourly rate. The Hospital agrees that if the Collective Agreement provided a greater overtime premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

- 14.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour on the request of a nurse or a change-over to daylight saving from standard time or vice-versa or an exchange of tours by two nurses.
- 14.03 Work scheduled by the Hospital to which a premium is attached under scheduling regulations contained in the Collective Agreements and set out in the Appendix of Local Provisions shall be paid at one and one-half (1-1/2) times the nurse's regular straight time hourly rate or as otherwise provided.
- 14.04 Where a nurse is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate as a result of 14.03 above and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 14.05 A nurse who reports for work as scheduled, unless otherwise notified by the Hospital, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the Hospital which she is capable of doing, if her regular duties are not available.
- 14.06 Where a nurse has completed her regularly scheduled tour and left the hospital and is called into work outside her regularly scheduled working hours, or where a nurse is called back from standby, she shall receive time and one-half (1-1/2) her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1-1/2) her regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her regularly scheduled shift. In such a case, she will receive time and one-half (1-1/2) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.
- 14.07 A nurse who is required to remain available for duty on standby outside her regularly scheduled working hours shall receive standby pay in the amount of two dollars and fifty cents (\$2.50) per hour for the period of standby scheduled by the Hospital. Where such standby duty falls on a paid holiday, as set out in

the Appendix of Local Provisions, the nurse shall receive standby pay in the amount of three dollars (\$3.00) per hour. Standby pay shall, however, cease where the nurse is called in to work under Article 14.06 above and works during the period of standby.

- 14.08 In computing a full-time nurse's regular straight time hourly rate under this Collective Agreement such rate shall be established by dividing the product of the nurse's regular monthly salary exclusive of any allowance or premium pay times twelve (12) by the regular average weekly hours times fifty-two (52).
- 14.09 Where a nurse has worked and accumulated approved overtime hours (other than overtime hours relating to paid holidays) such nurse shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e., where the applicable rate is time and one-half (1-1/2) then time off shall be time and one-half (1-1/2)). Where a nurse chooses equivalent time off such time off must be taken within the period set out in the Appendix of Local Provisions or payment in accordance with the former option shall be made. Nurses in the bargaining unit engaged in teaching in Schools for R.N.A.'s working overtime in excess of their average weekly hours referred to in Article 13.01(c) which have been authorized in advance by the Director of the School, shall be entitled to compensating time off in accordance with the foregoing.
- 14.10 A nurse shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked which falls within the hours defined as an evening shift and one dollar and twenty-five cents (\$1.25) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. Tour differential will not form part of the nurse's straight time hourly rate. The defined hours of a night and evening shift shall be a matter for local negotiation.
- 14.11 **AMBULANCE ESCORT**

Where a nurse is assigned to provide patient care for a patient in transit, the following provisions shall apply:

- (a) Where the nurse performs such duties during her regular shift, she shall be paid her regular rate of pay.

Where the nurse performs such duties outside her regular shift or on a day off, she shall be paid the appropriate overtime rate.

- (b) Where such duties extend beyond her regular shift, the Hospital will not require a nurse to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time off extends into her next regularly scheduled shift she will maintain her regular earnings for that full shift.
- (c) Hours spent between the time the nurse is relieved of patient care responsibilities and the time the nurse returns to the Hospital or to such

other location agreed upon between the Hospital and the nurse will be paid at straight time or at appropriate overtime rates, if applicable under Article 14.01. It is understood that the nurse shall return to the Hospital or to such other location agreed upon between the Hospital and the nurse at the earliest opportunity. Prior to the nurse's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the nurse, the Hospital will establish with the nurse arrangements for return travel.

- (d) The nurse shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will **be** given to any special circumstances not dealt with under the foregoing provisions.

NOTE: The Hospital agrees to continue to pay any greater monetary benefit for ambulance escort duty if such greater benefit has been paid by the Hospital immediately prior to this Agreement. This note applies at Hospitals where this superior condition exists as of December 14, 1987.

- 14.12 The posting of work schedules shall be as set out in the Appendix of Local Provisions. It shall be the responsibility of the nurse to consult posted work schedules. The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse. Where less than **forty-eight (48) hours' notice** is given personally to the nurse, time and one-half (1-1/2) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule.
- 14.13 When a nurse is required to travel to the hospital or to return to her home as a result of reporting to or off work between the hours of **2400 - 0600** hours, or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (**35¢**) per mile (to a maximum of **fourteen dollars (\$14.00)**) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The nurse will provide to the Hospital satisfactory proof of payment of such taxi fare.
- 14.14 **A nurse who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, and shall be provided at the time of the meal period with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the hot meal. Other nurses required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a ½ hour paid meal period and shall be provided with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the hot meal.**

- 14.15 A nurse shall be paid a weekend premium of one dollar and thirty-five cents **(\$1.35)** per hour for **each** hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties may agree upon. If a nurse is receiving premium pay under Article 14.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

ARTICLE 15 – PAID HOLIDAYS

- 15.01 A nurse who otherwise qualifies under Article 15.02 hereunder shall receive eleven (11) paid holidays as designated in the Appendix of Local Provisions. Effective April 1, 1989, the number of paid holidays hereunder shall be increased to twelve (12), with the designation of the twelfth holiday to be determined by local negotiation.

In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of the Agreement, such holiday will be substituted for one of the above-mentioned holidays. The designation of the additional holiday for an existing holiday shall be subject to local determination and such designation shall not add to the present number of holidays.

- 15.02 In order to qualify for pay for a holiday, a nurse shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Hospital or the nurse was absent due to:
- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
 - (b) vacation granted by the Hospital;
 - (c) the nurse's regular scheduled day off;
 - (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day. A nurse receiving Workers' Compensation Benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workers' Compensation Benefits and the holiday pay.

- 15.03 Holiday pay will be computed on the basis of the nurse's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 13.01 (a).
- 15.04 Subject to Article 15.02:
- (a) Where a holiday falls during a nurse's scheduled vacation period, her

vacation shall be extended by one (1) day unless the nurse and the Hospital agree to schedule a different day off with pay.

- (b) Where a holiday falls on a nurse's scheduled day off an additional day off with pay will be scheduled.

- 15.05 A nurse required to work on any of the foregoing holidays shall be paid at the rate of time and one-half ($1\frac{1}{2}$) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 14.04. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 13.01 (a).

NOTE: Nurses on extended tours shall receive twelve (12) lieu days off to consist of seven and one-half (7.5) hours each.

- 15.06 Where a nurse is entitled to a lieu day under Article 15.04 or 15.05 above, such day off must be taken within a period as set out in the Appendix of Local Provisions or payment shall be made in accordance with Article 15.03.

- 15.07 Hospitals presently providing additional paid holidays shall continue to provide such additional holidays.

ARTICLE 16 – VACATIONS

- 16.01 All nurses shall receive vacations with pay based on length of full-time continuous service as follows:

- (a) Nurses who have completed less than one (1) year of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to a vacation on the basis of 1.25 days (9.375 hours for nurses whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of 6% of gross earnings.
- (b) Nurses who have completed one (1) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay (112.5 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c) Nurses who have completed three (3) or more years of full-time continuous service (as of the date for determining vacation entitlement in the

individual Hospital) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay, (150 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (d) Nurses who have completed seventeen (17) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay, (187.5 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year. Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after April 1, 1989, the service requirement for five (5) weeks vacation shall be fifteen (15) or more years of full-time continuous service.
- (e) Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after April 1, 1989, nurses who have completed twenty-five (25) years or more of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay (225 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) If a nurse works or receives paid leave for less than 1525 hours in the vacation year she will receive vacation pay based on a percentage of her gross salary for work performed on the following basis:

- 3 week entitlement - 6%
- 4 week entitlement - 8%
- 5 week entitlement - 10%
- 6 week entitlement - 12%

NOTE: Nurses who presently enjoy better vacation benefits shall continue to receive such better benefits while employed by the Hospital.

- 16.02 A nurse who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation, it being understood and agreed that the nurse will provide at least two (2) weeks' notice of termination.
- 16.03 For the purpose of vacation entitlement, service for those nurses whose status

is changed, on or after October 23, 1981, from part-time to full-time or vice-versa, shall mean the combined service as a part-time and full-time nurse employed by the Hospital and accumulated on a continuous basis. For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

- 16.04 Full-time nurse teachers shall be entitled to one additional week of vacation with pay which shall be taken at either the Spring Break or the Christmas Break.
- 16.05 (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 17 – HEALTH AND WELFARE BENEFITS

- 17.01 The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible nurses in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements:
- (a) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Ontario Health Insurance Plan.
- (b) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (c) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible. providing the balance of monthly premiums are paid by the nurses through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (maximum \$300/person) and vision care (maximum \$60 every 24 months). Effective April 1, 1989, the deductible for the Extended Health Care Plan will be \$15.00 (single) and \$25.00 (family).
- (d) The Hospital agrees to contribute 90% of the billed premiums towards

coverage of eligible nurses in the active employ of the Hospital under H.O.O.G.L.I.P. or such other group life insurance plan currently in effect providing the balance of the monthly premiums are paid by the nurses through payroll deduction. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the nurse is entitled. Effective April 1, 1989, the Hospital's contribution to the Group Life Insurance Plan will be 100%.

(e) HOSPITALS OF ONTARIO VOLUNTARY LIFE INSURANCE PLAN

The Hospital also agrees to make the Hospitals of Ontario Voluntary Life Insurance Plan (HOOVLIP) available to the nurses subject to the provisions of HOOVLIP at no cost to the Hospital.

- (f) The Hospital agrees to contribute 50% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the nurses through payroll deduction. Effective April 1, 1990, the Hospital's contribution to the Dental Plan will be 75%.

- 17.02 For newly hired nurses, coverage as set out in Article 17.01 shall be effective the first billing date in the month following the month in which the nurse was first employed subject to any enrollment or other requirements of the Plan. In no instance shall the first billing date for a nurse occur later than the first day of the fourth full month following the month in which the newly-hired nurse was first employed.
- 17.03 The Hospital may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Hospital will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 17.04 All present nurses enrolled in the Hospital's Pension Plan shall maintain their enrollment in the Plan subject to its terms and conditions. New nurses and nurses employed but not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.
- 17.05 The Hospital shall continue to pay the premiums for benefit plans under Articles 7 and 12, as applicable, for nurses who are on paid leave of absence or Workers' Compensation or at any time when salary is received, or as provided in Article 10.04. Such payment shall also continue while a nurse is on sick leave (including the Unemployment Insurance Period) or on Long Term Disability to a maximum of 30 months from the time the absence commenced. Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the layoff does not exceed one year.

17.06 Nurses who reside in Quebec shall have equivalent monetary contributions paid in that province with respect to the **Quebec** equivalent of **OHIP**

17.07 (a) The Hospital shall provide each nurse with information **booklets** outlining all of the current provisions in the benefits plans defined in Article 17.01 to Article 17.06 inclusive and the Sick Leave/LTD Plan defined in Article 12. Upon **request**, the Hospital will make the Plans available to the Association for inspection.

(b) The Hospital shall notify the Association of the **name(s)** of the **carrier(s)** which provide the benefits plans defined in Article 17.01 to Article 17.06 inclusive and the LTD Plan defined in Article 12. The Hospital shall also provide the Association with a copy of all current information booklets provided to the nurses.

17.08 UNEMPLOYMENT INSURANCE REBATE

The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (**UIC**). The **nurses' share** of the **employer's** unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement.

ARTICLE 18 – MISCELLANEOUS

18.01 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Association. The cost of printing the Collective Agreement will **be** shared equally by the Hospital and the local Association.

18.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice-versa where the context so requires. Where the singular is used, it may also **be** deemed to mean plural and vice-versa.

18.03 It shall be the duty of each nurse to notify the Hospital promptly of any change in address or any change in temporary residency. If a nurse fails to do this, the Hospital will not **be** responsible for failure of a notice sent by registered mail to reach such a nurse. A nurse shall notify the Hospital of any change to her telephone number.

18.04 Medical examinations, re-examinations and any tests required under the Public Hospitals Act will **be** provided by the Hospital in compliance with the Regulations. The nurse may choose her personal physician for all such examinations, except the **pre-employment** medical, unless the Hospital has a specific objection to the physician selected.

18.05 Current provisions in Collective Agreements relating to the provision of x-rays, laboratory work, immunization injections, gammaglobulin and other programs shall be continued.

18.06 Prior to effecting any changes in rules or policies which affect nurses covered by this Agreement, the Hospital will discuss the changes with the Association and provide copies to the Association.

ARTICLE 19 – COMPENSATION

- 19.01 (a) The salary rates in effect during the term of this Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The monthly wage schedule for a Registered Nurse shall be as follows:

Classification - Registered Nurse

Effective April 1, 1991

	Regular Straight Time Hourly Rate	Monthly Rate
Start	\$16.81	2732.17
1 Year	17.71	2877.67
2 Years	18.10	2941.67
3 Years	18.97	3083.33
4 Years	19.74	3208.33
5 Years	20.51	3333.33
6 Years	21.28	3458.33
7 Years	22.05	3583.33
8 Years	22.82	3708.33
9 Years	23.59	3833.33

Effective October 1, 1991

	Regular Straight Time Hourly Rate	Monthly Rate
Start	\$16.81	2732.17
1 Year	17.71	2877.67
2 Years	18.10	2941.67
3 Years	18.97	3083.33
4 Years	20.00	3250.00
5 Years	20.77	3375.00
6 Years	21.54	3500.00
7 Years	22.56	3666.67
8 Years	23.59	3833.33
9 Years	24.62	4000.00

Effective April 1, 1992

	Regular Straight Time Hourly Rate	Monthly Rate
Start	\$16.81	2732.17
1 Year	17.71	2877.67
2 Years	18.46	3000.00
3 Years	19.49	3166.67
4 Years	20.51	3333.33
5 Years	21.54	3500.00
6 Years	22.82	3708.33
7 Years	24.10	3916.67
8 Years	25.38	4125.00
9 Years	26.67	4333.33

NOTE: Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "8 years" level on the salary schedule, effective April 1, 1989.

Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "9 years" level on the salary schedule, effective April 1, 1990.

(b) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

19.02 A Graduate Nurse in the employ of the Hospital upon presenting proof of current Certification by the College of Nurses of Ontario shall be given the salary of the Registered Staff Nurse as provided in this Article effective the date the nurse presents proof of successfully passing the certification examination to the Director of Nursing or her designate, or to the date of last hire whichever is later.

19.03 A Registered Nurse is required to present to the Director of Nursing or her designate before February 15th of each year her current Certificate of Competence. Such time shall be extended for satisfactory reasons. Failure to provide proof of certification by the above date (or extended date) shall result in the nurse being reverted to the salary status of a Graduate Nurse. Reinstatement to the status of Registered Nurse shall be effective the first pay period following the date of presentation of proof of certification as above.

- 19.04 (a) A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that she shall receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which she has been promoted) and she shall retain her service review date for purposes of wage progression. For the purpose of this Article, promotion shall be defined as a move from one classification to another classification with a higher salary grid and shall not include a change of status from Graduate to Registered Nurse. A nurse who is moved to a lower rated classification will be placed at the level on the grid, if any, which most closely recognizes her experience level on the other grid.
- (b) Where the Hospital temporarily assigns a Registered Staff Nurse to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one (1) full tour or more, at times when the incumbent in any such classification would otherwise be working, she shall be paid a premium of one dollar and twenty cents (\$1.20) per hour for such duty in addition to her regular salary. The Hospital agrees that it will not make work assignments which will violate the purpose and intent of this provision.
- (c) Graduate Nurses who become Registered Nurses shall be placed on the level in the Registered Nurse's salary grid which represents an increase in salary.
- (d) GROUP, UNIT OR TEAM LEADER
- Whenever a nurse is assigned additional responsibility to direct, supervise or oversee work of nurses, and/or be assigned overall responsibility for patient care on the unit, ward, or area, for a tour of duty, she shall be paid a premium of sixty cents (60¢) per hour in addition to her regular salary and applicable premium allowance.

- 19.05 (a) Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The nurse shall co-operate with the Hospital by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Hospital will credit a new nurse with one (1) annual service increment for each year of experience up to a maximum of Level 6 (i.e., 5th year increment).

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of

increments to be paid, if any, shall be at the discretion of the Hospital. The Hospital **may** also give effect to part-time nursing experience in special circumstances.

Currently employed nurses who were eligible to claim credit under the formula of one increment for every two years of experience may make a claim under the present provision and will have their position on the salary grid adjusted, effective April 1, 1991, to a maximum of Level 6 (5th Year Increment).

- (b) Where a casual nurse hired between October 1, 1987 and March 31, 1988 transfers to full-time, she **may** make a claim under (a) above at the time of the transfer, provided the transfer occurs within six (6) months of the nurse's date of hire.

19.06 Each nurse will be advanced from her present level to the next level set out in the Salary Schedule, twelve (12) months after she was last advanced on her service review date. If a nurse's absence without pay from the Hospital exceeds thirty (30) continuous calendar days during each twelve (12) month period, her service review date will **be** extended by the length of such absence in excess of thirty (30) continuous calendar days.

19.07 A part-time nurse whose status is altered to full-time will assume her same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume her same level on the part-time grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of her last advancement.

19.08 (a) When a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Hospital agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Hospital and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 3 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may **be** referred to Arbitration in accordance with Article 7, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Hospital and duties and responsibilities involved.

Any change in the rate established by the Hospital either through

meetings with the Association or by a Board of Arbitration shall **be** made **retroactive to the time at which the new or changed classification was first filled.**

- (b) **If a nurse becomes disabled with the result that she is unable to carry out the regular functions of her position, the Hospital may establish a special classification and salary with the hope of providing an opportunity for continued employment.**

19.09 EDUCATION ALLOWANCE

Provisions in existing Collective Agreements providing for educational allowances shall **be** continued in effect.



ARTICLE 20 – JOBSHARING

20.01 Job sharing is defined as an arrangement whereby two or more nurses share the hours of work of what would otherwise **be** one full-time position.

If the Hospital agrees to a job sharing arrangement, the introduction or discontinuance of such job sharing arrangements will be determined locally.

Once the Hospital has determined that a vacancy exists and has agreed to a job sharing arrangement, the vacancy or vacancies to be posted will be determined locally and will be filled in accordance with Article 10.06 of the Full-time Collective Agreement or Article 10.05 of the Part-time Collective Agreement.

The nurses involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of the Part-time Collective Agreement.

ARTICLE 21 – SUPERIOR CONDITIONS

21.01 Unless existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein are specifically retained by this Agreement, they shall be deemed not to continue in effect.

It is, however, hereby confirmed that where such references are made to existing Superior Conditions that they refer to conditions existing prior to October 23, 1981.

ARTICLE 22 – DURATION

22.01 This Agreement shall continue in effect until March 31, 1993 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

- 22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.
- 22.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

ARTICLE 23

- 23.01 Attached hereto and forming part of this Agreement are the following appendices:
- Appendix 1 - O.N.A. Grievance Form
 - Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons
 - Appendix 3 - Salary Schedule
 - Appendix 4 - Superior Conditions - If Any
 - Appendix 5 - Appendix of Local Provisions

ARTICLE 24 – LAYOFF DISPUTE

- 24.01 The parties have agreed to submit their dispute concerning Employers' proposal #5 with regards to layoff procedures to binding interest arbitration in accordance with the Hospital Labour Disputes Arbitration Act. It is understood that this Agreement will be amended to incorporate new or amended provisions that may result from the arbitration award.

APPENDIX 1

ONA GRIEVANCE FORM

GRIEVANCE REPORT			
ON LOCAL	EMPLOYEE	STEP	DATE SUBMITTED TO EMPLOYER
		1.	
GRIEVER		2.	
EMPLOYMENT	GRIEVANCE NUMBER	3.	
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE			
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>			
SETTLEMENT REQUESTED			
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>			
SIGNATURE OF GRIEVER		SIGNATURE OF ASSOCIATION REPRESENTATIVE	
STEP	EMPLOYER'S ANSWER	DATE:	REMARKS (FROM EMPLOYER REPRESENTATIVE)
ONE ▶			
	DATE RECEIVED BY LOCAL		
TWO ▶			
	DATE RECEIVED BY LOCAL		
THREE ▶			
	DATE RECEIVED BY LOCAL		

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APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE – CHAIRPERSONS

The following nurses have allowed their names to stand as Chairpersons - Nursing Assessment Committees - in the above named sector.

1. Dr. Alice Baumgart
School of Nursing
Queen's University
Kingston, Ontario
2. Miss Margaret Charters
Assistant Administrator
Nursing and Patient Care
Hamilton General Hospital
Hamilton, Ontario
3. Mrs. Roxy Edwards
Executive Director
Bruce Peninsula Health Serv.
Warton, Ontario
4. Dr. Josephine Flaherty
Principal Nursing Officer
Health and Welfare Canada
Ottawa, Ontario
5. Ms. Gwen Hefferman
Director of Nursing Education
Ottawa Civic Hospital
Ottawa, Ontario
6. Ms. Pat Kirkby
Dean, School of Health
Sciences and Human Services
Fanshawe College
London, Ontario
7. Ms. Louise Lemieux-Charles
Doctoral Candidate
Health Administration
London, Ontario
8. Mrs. Maxine Pastirik
Program Developer
Niagara College of Applied
Arts & Technology
Wetland, Ontario
9. Dr. Lucille Peszat
Canadian Centre for Stress
and Well Being
Toronto, Ontario
10. Mrs. Helen Taylor
Health Care Consultant
M.I. Administrative Serv. Ltd
Scarborough, Ontario
11. Ms. Judy Tiivel
Co-ordinator
Nursing Computer Project
Toronto Western Hospital
Toronto, Ontario
12. Ms. Kathleen Webb
Director of Nursing
Humber Memorial Hospital
Weston, Ontario