

COLLECTIVE AGREEMENT

BETWEEN

MOUNT **SINAI** HOSPITAL  
(hereinafter referred to as the "Employer")

AND

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

Expiry date: March 31, 2001

100 MOUNT SINAI HOSPITAL  
AGG 2 1 2000



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## ARTICLE I- 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.

NOTE: In this collective agreement, where the context otherwise requires, the word " nurse(s) " shall include employees in affiliated bargaining units who are represented by the Ontario Nurses' Association.

## ARTICLE 2 - DEFINITIONS & GRADUATE NURSES

2.01 A registered nurse is a nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and *the Nursing Act*.

Note: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the *Regulated Health Professions Act*, he or she shall be treated in a manner consistent with the this Article.

2.02 A nurse who holds a Temporary Certificate of Registration in accordance with *the Nursing Act, 1991* and its Regulations must obtain her or his General Certificate of Registration prior to the **expiry** of her or his Temporary Certificate. If the nurse fails to obtain her or his General **Certificate** of Registration prior to the **expiry** of her or his Temporary Certificate of Registration, but in any case not longer than two years from her or his date of hire, she/he will be deemed to be not qualified for the position of registered nurse and she/he will be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

Note: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to *the Regulated Health Professions Act*, he or she shall be treated in a manner consistent with the this Article.

- 2.03 (a) A nurse who holds a Temporary Certificate of Registration will be classified, for purposes of salary, at a level equal to the level previously accorded to the graduate nurse category under the collective agreement which expired March 31, 1996.
- (b) A nurse who was employed at the Hospital prior to October 23, 1981 in the capacity of graduate nurse and who continues to be employed in that capacity will be classified, for purposes of salary, at a level equal to the level accorded to the graduate nurse category under the collective agreement which expired March 31, 1996.
- 2.04 A full-time nurse is a nurse who is regularly scheduled to work the **normal full-time** hours referred to in Article 13.
- 2.05 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.
- 2.06 This combined agreement contains provisions applicable to full time nurses and provisions applicable to part time nurses. The combination of the agreements shall not have the effect of changing the composition of any existing bargaining units nor shall it have the effect of conferring representation rights where such rights do not presently exist. **The** scope of the applicable bargaining unit is set out in the Appendix of Local Provisions.

### 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 the nurse's membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her or his 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, family status, age, handicap, religious affiliation or any other factor which is not pertinent to the employment relationship. *Ref: Ontario Human Rights Code*

3.04 (a) “Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap”. *ref: Ontario Human Rights Code, Sec. 5 (2)*

(b) “Every person who is an **employee** has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee”. *ref: Ontario Human Rights Code, Sec. 7 (2)*

The right to freedom from harassment in the workplace applies also to sexual orientation.

(c) “Every person has a right to be free from,

i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or

ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person”. *ref: Ontario Human Rights Code, Sec. 7 (3)*

(d) A nurse who believes that she has been harassed contrary to this provision may file a grievance under Article 7 of this agreement.

NOTE: “Harassment” means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”. *ref: Ontario Human Rights Code, Sec. 10 (1)*

3.05 The Hospital and the Association **recognize** their joint duty to accommodate handicapped employees in accordance with the provisions of the *Ontario Human Rights Code*.

#### 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. The deduction period for a part-time nurse may be extended where the nurse does not receive any pay in a particular month.

Where a nurse has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided the nurse has earnings in the next payroll period.

If the failure to deduct dues results from an error by the hospital, then, as soon as the error is called to its attention by the union, the Hospital shall make the deduction in the manner agreed to by the parties.

- 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 Vice President, Finance 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 Vice-President, Finance 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, their work site ( if the bargaining unit covers more than one site) and the nurses' social insurance numbers. The list shall also include deletions and additions from the preceding month highlighting new hires, **resignations, terminations**, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. A copy of this list will be sent to the local Association. If the hospital agrees to provide the union with the information in an



electronic format, the parties will meet to discuss the format in which the information will be set out.

- 5.06** The Hospital agrees that an officer of the Association or Union 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** Meetings

All joint Employer Association meetings shall be scheduled where practical, during the nurse's regular working hours. The Employer will provide replacement staff where operationally required.

The Employer agrees to pay for time spent during regular working hours for representatives of the Association attending meetings with the Employer.

### **6.02** Nurse Representatives & Grievance Committee

- (a) The Hospital agrees to **recognize** Association 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 chair. 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 Union 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 union representative or member of the Grievance Committee is required to enter a unit within the hospital in which they are not ordinarily employed they shall, immediately upon entering such unit, report their 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.

### 6.03 Hospital-Association Committee

- (a) There shall be a Hospital-Association Committee comprised of representatives of the Hospital, one of whom shall be the Chief Nursing Officer or designate and of the Association, one of whom shall be the Bargaining Unit President or 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 chair 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 and discussing the development and implementation of quality initiatives;
  - ii) making joint recommendations to the Chief Nursing Officer on matters of concern regarding recurring workload issues including the development of **staffing** guidelines, the use of agency nurses and use of overtime;
  - iii) dealing with complaints referred to it in accordance with the provisions of Article **8**, Professional Responsibility;
  - iv) 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.

## 6.04

- (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 the nurse's regularly scheduled straight time working hours at her or his 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, a full-time 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.

For any unpaid leave of absence under this provision, a part-time nurse's salary and percentage in lieu of fringe 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 percentage in lieu of fringe benefits.

Part-time nurses will be credited with seniority and service for all such leave.

## 6.05

### Joint Occupational 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 Joint Occupational Health and Safety Committee, at least one **(1)** representative selected or appointed by the Association from amongst bargaining unit employees.

Hospital with sites of up to one hundred **(100)** nurses per site may choose to include a representative from the bargaining unit from each site, or have a separate Joint Occupational Health and Safety committee at each site or to remain with the current structure.

Hospitals with sites of over one hundred **(100)** nurses per site will choose either to include a representative from the bargaining unit from each site, or to have a separate Joint Occupational Health and Safety Committee at each site, unless the parties agree otherwise.

- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate in providing necessary information to enable the Committee to **fulfill** its functions. In addition, the Hospital will provide the Committee with 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 representatives to perform these duties shall be granted.

'A member of a committee is entitled to,

- (a) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- (b) such time as is necessary to attend meetings of the committee; and
- (c) such time as is necessary to carry out [inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the *Act.*]” **ref:** *Occupational Health and Safety Act, Sec. 9 (34)*

“A member of a committee shall be deemed to be at work during the times described [above] and the member’s **employer** shall pay the member for those times at the member’s regular or premium rate as may be proper.” **ref.** *Occupational Health and Safety Act, Sec. 9(35)*

- (g) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) 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 pregnancy leave.
- (i) 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.
- (j) At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, shall be from the Association. The parties agree that it will not be a breach of this provision if only one employee representing workers is trained to be a **certified** worker and

such employee is not from the Association provided that the next employee representing workers trained to be a certified worker is from the Association.

- (k) "A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper". *ref: Occupational Health and Safety Act, Sec. 9 (36)* "[This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified". *ref: Sec 9 (37)*
- (l) (1) "This section does not apply to a [nurse]
  - (a) when a circumstance described below is inherent in the worker's work or is a normal condition of the worker's employment; or
  - (b) when the worker's refusal to work would directly endanger the life, health or safety of another person". *ref: Occupational Health and Safety Act, Sec. 43 (1)*
- (2) "A worker may refuse to work or do particular work where he or she has reason to believe that,
  - (a) any equipment, machine, device or thing the worker is to use or operate is likely to endanger **himself**, herself or another worker;
  - (b) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
  - (c) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this *Act* or the regulations and such contravention is likely to endanger himself, herself or another *worker*". *Ref: Occupational Health and Safety Act, Sec. 43 (3)*.

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.

6.06 The Association may hold meetings on Hospital premises providing permission has been first obtained from the Hospital.

- 6.07 The Association shall keep the Hospital notified in **writing** of the names of the union 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.
- 6.08 All reference to union representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Local Association.
- 6.09 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.
- 6.10 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.
- 6.11 Nurses who are members of committees pursuant to Regulation **965** 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 or he will be paid for all hours spent in attendance at meetings at her or his 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 or his union representative. In the case of suspension or discharge, the Hospital shall **notify** the nurse of this right in advance. The Hospital also agrees, as a good labour relations practice, in most circumstances it will also notify the local Association.
- 7.03 It is the intent of the parties that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she or he has first given her or his immediate supervisor the opportunity of

adjusting the complaint. Such complaint shall be discussed with her or his 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. This discussion may include consultation, advice and assistance from others. If there is no settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days in the following manner and sequence:

Step No. 1

The nurse may submit a written grievance, through the Association, signed by the nurse, to the Chief Nursing **Officer** or designate. 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 parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Chief Nursing **Officer** or designate will deliver her or his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her or him. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to the Hospital Administrator or designate. A meeting will then be held between the Hospital Administrator or designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step 2 unless extended by agreement of the parties. It is understood and agreed that a representative(s) of the Ontario Nurses' Association and the **grievor** may be present at the meeting.

It is further understood that the Hospital Administrator or designate may have such counsel and assistance as she or he 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 second step grievance reply will be provided to the Labour 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. 2 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 Bargaining Unit President or 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 Chief Nursing **Officer** or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the



attention of the nurse(s). The grievance shall then be treated as being initiated at Step No. 1 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 for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:

- a) reasons which are arbitrary, discriminatory or in bad faith;
- b) exercising a right under this Agreement.

The Hospital agrees to provide written reasons for the release of a probationary nurse within seven (7) days of such release.

A claim by a probationary nurse that she or he has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse **with** the Hospital at Step 2 within seven (7) days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below.

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 or his probationary period, without just cause.

A claim by a nurse who has completed her or his probationary period that she or he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Hospital at Step No. 2 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.

## 7.07

- (a) 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 thirty-six (36) calendar days after the

decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step No.2 , it will be deemed to have been received within the time limits.

- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

7.08 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the 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 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is **arbitrable**, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration. Where the grievance concerns:

- i) Selection decisions on job vacancies
- ii) Premiums
- iii) Scheduling issues
- iv) **Article 19** – Compensation issues
- v) Entitlement to leaves, including vacation
- vi) Discipline up to, but not including discharge
- vii) Short **term** layoffs
- viii) Dues issues
- ix) Any other issues agreed by the parties

The matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 7.11. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of a sole arbitrator. **Within seven (7) calendar days** thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) **calendar days**, the

Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 7.13, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 7.11 For all other grievances, including those grievances dealing with nursing practice issues and those agreed to be central rights issues, the matter shall be determined by a three (3) person Board of Arbitration, unless the parties agree to proceed under Article 7.10. The party requesting arbitration shall, at the time of notification of its decision to submit the difference or allegation to arbitration shall name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee. However, if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two (2) nominees, or the parties, if they have agreed not to utilize nominees shall attempt to select by agreement a chair of the arbitration board. If they are unable to agree upon such a chair within a period of fourteen (14) calendar days they shall then request the Minister of Labour for the province of Ontario to appoint a chair. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 7.13, once appointed, the Board of Arbitration shall have all powers as set out in Section 50 of the *labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 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 chair 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 chair 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 **48(16)** of *The Labour Relations Act*.
- 7.17 In order to promote the principles of a collaborative approach to resolving grievances in a timely effective manner, the Association and the Participating Hospitals agree to jointly develop education sessions designed to assist the Local parties.

## ARTICLE 8 - PROFESSIONAL RESPONSIBILITY

(Article 8.01 applies to employees covered by an Ontario College under the *Regulated Health Professions Act* only.)

- 8.01 The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating **staffing** are resolved in a timely and effective manner.

In the event that the Hospital assigns a number of patients or a workload to an individual nurse or group of nurses such that they have cause to believe that they are being asked to perform more work than is consistent with proper patient care, they shall:

- (a)
  - i) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
  - ii) If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Hospital (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
  - iii) Failing resolution of the workload issue at the time of occurrence, the nurse(s) will discuss the issue with her or his Manager or designate on the manager's or designate's next working day.
  - iv) Complain in writing to the Association-Hospital Committee within fifteen (15) calendar days of the alleged improper assignment. The Chair 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.

(Article 8.01 (a) (v),(vi), (vii) and (viii) and 8.01 (b) applies to nurses only)

- v) 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 Chair.
  - vi) 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.
  - vii) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Labour Relations Officer(s), may attend meetings held between the Hospital and the Association under this provision.
  - viii) Any complaint lodged under this provision shall be on the **form** set out in Appendix 6.
- (b) i) The list of Assessment Committee Chairs is attached as Appendix 2. During the term of this Agreement, the central parties shall meet as necessary to review and amend by agreement the list of chairs of Professional Responsibility Assessment Committees.

The parties agree that should a Chair 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 Chairs. The name to be provided will be the top name on the list of Chairs who has not been previously assigned.

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

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

8.02 The delegation of Controlled Acts shall be in accordance with the *Regulated Health Professions Act*, Medical Directives, and related statutes and regulations and in accordance with guidelines established by the College of Nurses of Ontario from time to time, and any hospital policy related thereto, provided that if the Association is of the opinion that such delegation would be inimical to proper patient care, the Association may refer the issue to the Association Hospital Committee.

Note: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the *Regulated Health Professions Act*, he or she shall be treated in a manner consistent with this Article.

## ARTICLE 9 – PROFESSIONAL DEVELOPMENT

### 9.01 Preamble

Continuous professional development is a hallmark of professional nursing practice. As a self-regulating profession, nursing **recognizes** the importance of ongoing learning and the maintenance of competence in a dynamic practice environment. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; independent learning and committee participation. The parties **recognize** their joint responsibility in and commitment to active participation in the area of professional development.

### 9.02 Committee

- a) There shall be a committee to address the planning of professional development initiatives for nurses. This committee shall include representatives of the Hospital, one of whom shall be the Chief Nursing Officer or designate and another, a Human Resources representative; and of the Association, one of whom shall be the Bargaining Unit

President or designate. The number of representatives is set out in the Appendix of Local Provisions. The membership of the Committee may be adjusted by mutual agreement, but at least fifty (50%) percent will be Association members. The Hospital agrees to pay for time spent during regular working hours for representatives of the Association attending such meetings, and will provide replacement staff where needed for such absences.

- b) The parties agree that the following key principles will provide direction for the committee functioning:
  - i) Professional development will be **recognized**;
  - ii) All nurses will have equal access to professional development opportunities;
  - iii) Responsibilities for professional development will be shared between the individual and the Hospital.
- c) The purpose of the committee is to assist the Hospital in promoting a practice environment that supports continuous learning and enhances opportunities for career development through:
  - i) Reviewing annually the **organization's** strategic directions and priorities which impact on nursing **competencies** and, through the Chief Nursing Officer, provide recommendations with respect to professional development initiatives in the development of the Hospital Operating Plan;
  - ii) Reviewing the demographics of the nursing complement;
  - iii) Developing guidelines for the development, implementation and evaluation of professional development initiatives;
  - iv) Developing means to promote equal access to professional development opportunities including, but not limited to programs (such as conferences, seminars and workshops), funding, scheduling, leaves, and **mentoring** roles;
  - v) Reviewing and making recommendations regarding professional development initiatives , including but not limited to mentorship and internship where such arrangements exist;
  - vi) Reviewing and making recommendations regarding the existing nursing continuing education programs; and

- vii) Developing and implementing an ongoing communication plan to advise nurses about the work of this committee.

### 9.03 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.

- 9.04 (a) Before assigning a newly hired full-time 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 the nurse's 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.
- (b) Before assigning a newly hired part-time nurse in charge of a nursing unit, the Hospital will first provide orientation, in accordance with Article 9.03, both to the Hospital and to such nursing unit. It is understood that such nurse may be assigned to any tour as part of the nurse's 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.
- 9.05 Nurses who displace other nurses in the event of a long-term layoff, nurses recalled from layoff, 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 for the purposes of allowing the nurse to assume satisfactorily the duties of such position. A request by such a nurse for orientation shall not be unreasonably denied.
- 9.06 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.
- 9.07 When a nurse is on duty and **authorized** to attend any in-service program within the Hospital and during her or his regularly scheduled working hours the nurse shall suffer no loss of regular pay. When a nurse is required by the Hospital to attend courses outside of her or his regularly scheduled working hours, the nurse shall be paid for all time spent in attendance on such courses at her or his regular straight time hourly rate of pay.



- 9.08 a) Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario *Accountability Standards for RN's and RPN's Working with Students*. Nurses 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.
- b) Nurses are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.
- c) Nurses may, from time to time, be assigned a formal mentorship role for a designated nurse. Mentorship is a formal supportive relationship between two nurses, which results in the professional growth and development of an **individual** practitioner to **maximize** her or his clinical practice. The relationship is time limited and focused on goal achievement. Orientation to the **organization** or general functioning of the unit does not constitute mentorship.

After consultation with the nurse being mentored, the Hospital will identify the experiences required to meet her or his learning needs, and will determine the duration of the mentorship assignment and expectations of the mentor.

The Hospital will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Hospital selects and assigns the mentor for a given **mentoring** relationship. At the request of any nurse, the Hospital will discuss with any unsuccessful applicant ways in which she or he may be successful for future opportunities.

The Hospital will review the workload of the mentor and the nurse being **mentored** to facilitate successful completion of the **mentoring** assignment.

The Hospital will pay the nurse for this assigned additional responsibility a premium of sixty (**60¢**) cents per hour, in addition to her or his regular salary and applicable premium allowance.

9.09 Internships:

The Hospital may establish internships for the purpose of meeting future projected nursing shortages. In such circumstances, the implementation and guidelines of such an arrangement will be determined locally by the Hospital and the Union subject to the following:

Internships are designed to develop the Hospital's staff in order to fill positions for which there are currently no qualified internal candidates and/or for which shortages are predicted within a five (**5**) year period. Internships enable hospitals to **maximize** the use of qualified internal **staff** to meet their

human resources needs, while at the same time providing career development opportunities for their employees.

To provide direction to the local parties in developing and implementing (an) internship(s) the Ontario Nurses' Association and Participating Hospitals have agreed to the following principles:

- i) The Hospital will establish the expectations for each internship opportunity;
- ii) There will be an open application process for internship opportunities;
- iii) The opportunities will be open to currently employed nurses who can demonstrate continuous learning, and a commitment to the Hospital;
- iv) Nurses who are selected for internship opportunities will commit to continued employment on a mutually determined basis;
- v) Initiatives to support selected candidates may include but are not limited to:
  - No loss of regular wages while Mending a requisite course
  - Paid course fees
  - Paid time for **clinical** practicums in the Hospital or another clinical site
  - Any other initiatives, as agreed.

9.10 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 then 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.

9.11 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.

- 9.12 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 or his views to such evaluation prior to it being placed in her or his 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 or his files for the purpose of reviewing their contents in the presence of her or his supervisor. A copy of the evaluation will be provided to the nurse at her or his request.

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

- 9.13 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 such nurse's record has been discipline free for one year.

- 9.14 The Peer Feedback Process of the Quality Assurance Program Required by the College of Nurses of Ontario

The above referenced Peer Feedback is confidential information which the nurse is expected to obtain, by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties **recognize** the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program.

## ARTICLE 10 – SENIORITY

- 10.01 (a) Newly hired nurses shall be considered to be on probation for a period of seventy (70) tours worked from date of last hire (525 hours of work for nurses whose regular hours of work are other than the standard work day). If retained after the probationary period, the full-time nurse shall be credited with seniority from date of last hire and the part-time nurse shall be credited with seniority for the seventy (70) tours (525 hours) worked. With the written consent of the Hospital, the probationary nurse and the Bargaining Unit President of the Local Association or 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 seven (7) 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 with recommendations for the nurse's professional development.

- (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 such nurse has previously completed one since her or his 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.
- (c) A nurse who transfers from casual part-time or full-time to regular **part-time** status shall not be required to serve a probationary period where such nurse has previously completed one since her or his 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 **(9)** months immediately preceding the transfer shall be credited towards the probationary period.

## 10.02

- (a) 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.
- (b) A seniority list shall be established for all regular part-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular **part-time** probationary nurses shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.
- (c) A seniority list shall be maintained for casual part-time nurses for the purposes of Article **10.06** only. Seniority on such lists will be expressed in terms of total hours worked, and shall be established on the following basis:
  - i) At hospitals where casual nurses had seniority under the provisions of a Collective Agreement prior to October **23, 1981**, such seniority shall continue with accumulation of hours worked since October **23, 1981**.
  - ii) At hospitals where there was no such seniority, the seniority list in **10.02 (c)** shall show accumulation of hours worked since October **23, 1981**.

Articles 10.02(c)(i) and (ii) apply to nurses only.

iii) Subsequently certified Hospitals shall establish dates for the commencement of the accumulation of seniority by local negotiations in accordance with the terms of the Memorandum of Conditions for Joint Bargaining.

(d) A copy of the current seniority list will be filed with the Bargaining Unit President of the Local Association, or 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 the nurse is transferred from full-time to part-time or in the event the nurse 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 or his 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 or his full seniority and service on the basis of one year of seniority or service for each **1500** hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

**10.04** (Article **10.04** and Note **1** following Article **10.04** apply to full-time nurses **only**; Note 2 provides that the accrual of seniority and service on pregnancy and parental leave also applies to part time nurses; Note 3 provides that the clause (including the notes) must be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*).

If a nurse's absence without pay from the Hospital including absences under Article **11**, Leaves of Absence, exceeds thirty (**30**) continuous calendar days the nurse 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 or he 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 continuing coverage. In circumstances where a full-time nurse is on an unpaid leave of absence in excess of thirty (**30**) calendar days and voluntarily works occasional tour(s) during the leave period, the nurse shall be deemed to have continued on unpaid leave.

Notwithstanding this provision, seniority shall **accrue if a nurse's** absence is due to disability resulting in **W.S.I.B.** benefits or **L.T.D.** benefits including the period of the disability program covered by Employment 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**. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to **thirty-five (35)** weeks while such nurse is on a parental leave under Article **11.08**.

NOTE 1: Nurses presently enjoying the accumulation of seniority for greater periods shall continue to receive such seniority benefits while employed by the Hospital.

NOTE 2: The accrual of seniority and service for nurses on pregnancy and parental leave applies to both full-time and part-time nurses.

NOTE 3: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.

#### 10.05

A full-time or regular part-time nurse shall lose all service and seniority and **shall** be deemed to have terminated if the nurse:

- (a) leaves of her or his 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 consecutive working 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 or his intention to return within twenty (20) calendar days after she or he 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 thirty (30) calendar days after she or he 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.

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

- 10.06 (a) i) **Where** a permanent full-time vacancy occurs in a classification within the bargaining unit or a new full-time 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 seven (7) consecutive calendar days.
- ii) Where a permanent regular part-time vacancy occurs in a classification within the bargaining unit or a new regular **part-time** 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 seven (7) consecutive calendar days.
- iii) A copy of all job postings will be provided to the local Association at the time of posting.
- iv) The job posting provisions take precedence over any recall rights that employees may have under this agreement, unless otherwise provided herein.

Where a full-time employee on layoff is the successful candidate for a vacant part-time position, she or he shall retain recall rights to her or his former position in the full-time bargaining unit for a period of six months from the date of her

or his layoff. This shall also apply to a part-time employee on layoff who is the successful candidate for a vacant full-time position. In these circumstances, the job posting provisions will not apply.

- (b) A nurse may make a written request for transfer by advising the Hospital and filing a Request for Transfer form indicating her or his 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 or his **ONA** bargaining unit, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she or he cannot satisfactorily perform the job to which she or he was promoted, the Hospital will attempt, during the **first sixty (60) tours (450 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 the nurse to her or his former job, and the filling of the subsequent vacancies will likewise be reversed. Notwithstanding the level of entry to practice (baccalaureate degree in nursing) which will become effective in **2005**, the Hospital will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.
- (d) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) 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. If the temporary vacancy is not filled by a regular part-time nurse, consideration will be given to casual 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 nurse shall be reinstated to her or his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job. Where the local parties agree, full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses.

- (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 or his selection.
- (g) Where nurses are reassigned to meet patient care needs at the hospital, they will be reassigned to units or areas where they are qualified to perform the available work.

## 10.07

- (a) A "Layoff" shall include a reduction in a nurse's hours of work and cancellation of all or part of a nurse's scheduled **shift**.

Cancellation of single or partial shifts will be on the basis of seniority of the nurses on the unit on that shift unless agreed otherwise by the Hospital and the Association in local negotiations.

A partial or single shift reassignment of a nurse from her or his area of assignment will not be considered a layoff. The parties agree that the manner in which such reassignments are made will be determined by local negotiations.

- (b) A “short-term layoff” shall mean
- i) a layoff resulting from a planned temporary closure of any part of the Hospital’s facilities during all or part of the months of July and August (a “summer shutdown”) or during the period between December 15<sup>th</sup> and January 15<sup>th</sup> inclusive (a “Christmas shutdown”); or
  - ii) a layoff resulting from a planned temporary closure, not anticipated to exceed six months in length, of any part of the Hospital’s facilities for the purpose of construction or renovation; or
  - iii) any other temporary layoff which is not anticipated to exceed three months in length.
- (c) A “long-term layoff” shall mean any layoff which is not a short-term layoff.
- (d) The Hospital shall provide the local Association with no less than **30** calendar days’ notice of a short term layoff. Notice shall not be required in the case of a cancellation of all or part of a single scheduled shift, provided that Article 14.12 has been complied with. In giving such notice, the Hospital will indicate to the local Association the reasons causing the layoff and the anticipated duration of the layoff, and will identify the nurses likely to be affected. If requested, the Hospital will meet with the local Association to review the effect on nurses in the bargaining unit.

(e) Notice

in the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

- i) provide the Union with no less than four (**4**) months written notice of the proposed layoff or elimination of position; and
- ii) provide to the affected employee(s), if any, no less than three (**3**) months written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

The Hospital shall 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; and
  - iv) any limits which the parties may agree on the number of nurses who may be newly assigned to a unit or area.
- 10.08 (1) in the event of a layoff, nurses shall be laid off in the reverse order 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.
- (2) Nurses shall have the following entitlements in the event of a layoff;
- (a) A nurse who has been notified of a short-term layoff may:
    - i) accept the layoff; or
    - ii) opt to retire if eligible under the terms of the Hospital's pension plan as outlined in Article 17.04; or
    - iii) elect to transfer to a vacant position, provided she or he is qualified to perform the available work; or
    - iv) displace the least senior nurse in the bargaining unit whose work she or he is qualified to perform.
  - (b) A nurse who has been notified of a long-term layoff may
    - i) accept the layoff; or
    - ii) opt to retire if eligible under the terms of the Hospital's pension plan as outlined in Article 17.04; or
    - iii) elect to transfer to a vacant position provided that she or he is qualified to perform the available work; or
    - iv) displace another nurse in any classification who has lesser bargaining unit seniority and who is the least senior nurse on a unit or area whose work the nurse subject to layoff is qualified to perform.

- (c) in all cases of layoff:
- i) Any agreement between the Hospital and the Association concerning the method of implementation of a layoff shall take precedence over the terms of this article. The unavailability of a representative of the Association shall not delay any meeting regarding layoffs or staff reductions.
  - ii) Where a vacancy occurs in a position following a layoff hereunder as a result of which a nurse has been transferred to another position, the affected nurse will be offered the opportunity to return to her or his former position providing such vacancy occurs within six (6) months of the date of layoff. Where the nurse returns to her or his 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 or his former position the nurse shall advise the Hospital in writing.
  - iii) 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.
  - iv) 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.
  - v) Full-time and part-time layoff and recall rights shall be separate.
  - vi) Casual part-time nurses shall not be **utilized** while **full-time** or regular part-time nurses remain on layoff, unless the provisions of Article 10.09 have been complied with or unless the matter is covered by local scheduling.
  - vii) No new nurses shall be hired until all those nurses who retain the right to be recalled have been given an opportunity to return to work.
  - viii) in this Article (10.08), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.

ix) The option to “ accept a layoff “ as provided in this Article includes the right of an employee to absent her or himself from the workplace.

- (3) (a) Where there are vacant positions available under Article 10, but the nurse is not qualified to perform the available work, and if such nurse is not able to displace another nurse under Article 10, the nurse will be provided with the necessary training up to twelve (12) weeks’ training to enable the nurse to become qualified for one of the vacant positions. in determining the position for which training will be provided the Hospital shall take account of the nurse’s stated preference.
- (b) When nurses would otherwise be recalled pursuant to Article 10 but none of the nurses on the recall list are qualified to perform the available work the Hospital will provide necessary training up to twelve (12) weeks to nurses, in order of seniority, to enable them to become qualified to perform the available work.
- (c) Where a nurse receives training under this provision, she or he need not be considered for any further vacancies for a period of six (6) months **from** the date she or he is placed in the position.

#### 10.09

Full-time and regular part-time nurses shall be recalled in the order of seniority unless otherwise agreed between the Hospital and the local Association, subject to the following provisions, provided that a nurse recalled is qualified to perform the **available** work:

- (a) Full-time and regular part-time nurses on layoff may notify the Hospital of their interest in accepting occasional vacancies and/or temporary vacancies which may arise and for which they are qualified. Such notification of interest shall state any restrictions on the type of assignment which a nurse is willing to accept, and shall remain valid for six weeks. However if a nurse declines an occasional or temporary vacancy the Hospital shall not be obliged to call upon the nurse again during the balance of such six-week period.
- (b) For the purposes of this article, an “occasional vacancy” shall mean an assignment which is anticipated not to exceed five shifts (37.5 hours). Occasional vacancies shall be offered first to regular part-time nurses on layoff who have expressed interest, and if no such **part-time** nurse accepts then to full-time nurses on layoff who have

expressed interest, and if no such full-time nurse accepts then to casual part-time nurses.

- (c) For the purposes of this article, a "temporary vacancy" shall mean an assignment which is anticipated to exceed five shifts (**37.5** hours). Temporary vacancies which arise in the full-time bargaining unit shall be offered by seniority first to full-time nurses on layoff who have expressed interest, and if no such full-time nurse accepts then by seniority to regular part-time nurses on layoff who have expressed interest, and if no such part-time nurse accepts then to casual **part-time** nurses. Temporary vacancies which arise in the part-time unit shall be offered by seniority first to regular part-time nurses on layoff who have expressed interest, and if no such part-time nurse accepts then by seniority to full-time nurses on layoff who have expressed interest, and if no such full-time nurse accepts then to casual part-time nurses.
- (d) A nurse to whom an occasional or temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain her or his position on the recall list.

The acceptance of a temporary vacancy that is anticipated to exceed sixty (**60**) calendar days shall be considered a recall from layoff for purposes of Article **10.05(c)**. No new notice of layoff will be required and the nurse will be deemed to be laid off at the conclusion of the temporary vacancy.

A full-time nurse on layoff who accepts a temporary full-time vacancy within thirty (**30**) days of the effective day of layoff will continue to receive benefit coverage for the duration of the temporary vacancy.

A full-time nurse who has worked for more than **600** hours in **140** calendar days as the result of accepting one or more temporary vacancies shall thereafter be eligible for benefit coverage as a **full-time** nurse and shall be paid accordingly, and shall continue to receive benefit coverage so long as she or he continues to fill a temporary vacancy and such full-time employee shall accrue seniority in the manner prescribed for full-time employees throughout the period of employment.

Otherwise, a full-time employee who accepts a temporary or occasional vacancy shall be paid her or his regular full-time rate of pay together with a percentage payment in lieu of **benefits** at the rate specified for part-time nurses.

A full-time employee who accepts a temporary part-time vacancy or occasional vacancies as provided herein will accrue seniority

throughout the period of such employment in the manner prescribed for part-time nurses.

A part-time employee who accepts a temporary or occasional vacancy will accrue seniority throughout the period of such employment in the manner prescribed for part-time nurses.

- 10.10 (a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than three **(3)** months, or is seconded to teach for an academic year shall not suffer any loss of seniority, service or benefits.

A nurse who is transferred to a position outside of the bargaining unit for a period of more than three **(3)** months, but not more than one **(1)** year shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

A nurse must remain in the bargaining unit for a period of at least three **(3)** months before transferring out of the bargaining unit again or she or he will lose **all** seniority held at the time of the subsequent transfer.

- (b) in the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one **(1)** year, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) 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.

- 10.11 (a) Nurses who are in supervisory positions 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.

Nurses will be assigned duties and responsibilities in accordance with the *Regulated Health Professions Act* and other applicable statutes and regulations thereto. Hospitals will not assign such duties and responsibilities to employees not

covered by this agreement unless those duties and responsibilities are appropriate to the position occupied by the person to whom the duties and responsibilities are being assigned and are consistent with quality patient care.

Unless otherwise agreed by the Union and the Hospital, work performed by full-time nurses will not be assigned to part-time nurses for the purpose of eliminating full-time positions.

- (b) The Hospital shall not contract out the work of a bargaining unit nurse if, as a result of such contracting out, any bargaining unit nurse other than a casual part-time nurse is laid off, displaced or loses hours of work or pay. Prior to contracting out any available work, the Hospital will first offer the work on the basis of seniority to regular part-time nurses in the bargaining unit. Contracting out to an employer who is **organized** and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar **terms** and conditions of employment, 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.

**10.12** In the event of a **rationalization** or consolidation of any part of the services of the Hospital with those of another hospital or hospitals, the Hospital and the Association agree to implement the Guidelines for Employee Transfer Arrangements in Hospital Service **Rationalization** established by the Ontario Hospital Industry Labour Management Committee, to the extent possible within the terms of this collective agreement. In implementing the Guidelines the parties will be guided by the following:

- (a) the Hospital shall notify affected nurses and the Association as soon as a formal decision to **rationalize** is taken (**ref:** Guidelines, paragraph **2**);
- (b) the Hospital and the Association shall begin discussions concerning the specifics of the **rationalization** forthwith after a decision to **rationalize** is taken (**ref:** Guidelines, paragraph **3**);
- (c) as soon as possible in the course of developing a plan for the implementation of the **rationalization** the Hospital shall **notify** affected nurses and the Association of the projected staffing needs, and their location, which are anticipated to result (**ref:** Guidelines, paragraph **6**); notice to affected nurses and the Association shall include **the** estimated number and types of positions anticipated to be available,



and their location, as the result of the **rationalization** (ref: Guidelines, paragraph 7);

- (d) if **services** in the Hospital are to be reduced or eliminated as the result of a **rationalization**, or if the employment of nurses is **otherwise** to be affected, the Hospital shall prepare a list of the affected nurses in order of seniority by jobs for which it considers such nurses are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit (ref: Guidelines, paragraph 7);
- (e) if a **rationalization** is anticipated to result in a loss of employment for nurses at another hospital by reason of the establishment of a new unit or the enlargement or extension of services at the Hospital:
  - i) in the period before a **rationalization** takes place, where a permanent vacancy occurs and has not been filled after Article **10.06** has been complied with, the vacancy shall be filled by the senior qualified employee of the other hospital who wishes to make an **early** transfer. A nurse taking such a position shall be treated as a transferring employee and not as a new hire (ref: Guidelines, paragraph 5);
  - ii) when the **rationalization** takes place, and when nurses **formerly** employed- by the other hospital or hospitals involved are transferred to the Hospital, such nurses shall maintain their seniority dates and shall be placed on seniority lists at the Hospital accordingly. Thereafter they shall exercise seniority rights in accordance with this agreement (ref: Guidelines, paragraph 13). Following implementation of the **rationalization**, no nurse who has been transferred to the Hospital shall suffer a reduction in wages. If the wage grid in effect at the Hospital does not correspond to the grid in effect at the hospital at which such nurses were formerly employed, nurses whose wages were not identical to a wage step on the Hospital's grid shall be moved to the next higher step. Where the transferring nurse's salary exceeds the range maximum, the nurse's salary will be maintained (ref: Guidelines, paragraph 14);
  - iii) nurses who have been transferred to the Hospital shall be subject to the benefit plans of the Hospital in the manner provided under the collective agreement. The retention, modification or abandonment of superior conditions and the provisions of sick leave plans, to which nurses who have been transferred to the Hospital were formerly subject, shall be negotiated between the Association and the Hospital. Nurses who have been transferred to the Hospital shall retain their former level of vacation entitlement or shall be entitled to the

level provided by this agreement, whichever is the greater (**ref:** Guidelines, paragraph **15**);

- iv) Hours of work shall be those of the Hospital (**ref:** Guidelines, paragraph **16**);
- v) A nurse who has been transferred to the Hospital and who has not completed her or his probationary period at the hospital where she or he was formerly employed shall receive credit for her service during such probationary period, and shall complete the balance of the probationary period required by this agreement. No new probationary period shall be served by a nurse who has been transferred to the Hospital (**ref:** Guidelines, paragraph **17**).

**10.13** (a) Local Human Resource Plans will apply to Health **Services** Restructuring Commission directives. In other circumstances, the balance of this Article will apply.

(b) Before issuing notice of long term layoff pursuant to Article 1 **0.07(e)(ii)**, and following notice pursuant to Article **10.07(e)(i)**, the Hospital will make offers of early retirement allowance in accordance with the following conditions:

- i) The Hospital will first make offers in order of seniority on the unit(s) where layoffs would otherwise occur.
- ii) The Hospital will make offers to nurses eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).
- iii) If no nurses on the unit affected accept the offer, the Hospital will then extend the offer to other nurses in the bargaining unit in order of seniority.
- iv) The number of early retirements the Hospital approves will not exceed the number of nurses who would otherwise be laid off.

A nurse who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (**2**) weeks' salary for each year of service, to a maximum ceiling of fifty-two (**52**) weeks' salary.

(c) Where a nurse has received individual notice of long term layoff under Article **10.07** such nurse may resign and receive a separation **allowance** as follows:

- i) Where an employee resigns effective within thirty **(30)** days after receiving **individual** notice of long term layoff, she or he shall be entitled to a separation allowance of **two(2)** weeks' salary for each year of continuous service to a maximum of sixteen **(16)** weeks' pay, and, on production of receipts from an approved educational program, within twelve **(12)** months of resignation will be reimbursed for tuition fees up to a maximum of three thousand **(\$3,000.00)** dollars.
- ii) Where an employee resigns effective later than thirty **(30)** days after receiving individual notice of long term layoff, her or she shall be entitled to a separation allowance of four **(4)** weeks salary, and, on production of receipts from an approved educational program, within twelve **(12)** months of resignation **will** be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty **(\$1,250.00)** dollars.

**10.14** The Hospital and the Association will **utilize** the services of **HSTAP** or such other labour adjustment service provider as the local parties may agree upon for purposes of a jobs registry and for counselling, adjustment, training and development services.

**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 Chief Nursing Officer, Supervisor or 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, a nurse's salary and applicable benefits or percentage in lieu of fringe 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 full-time nurse or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time 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. Part-time nurses **will** receive service and seniority credit for all leaves granted under this Article.

### 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 or he may require to **fulfill** the duties of the 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** for a nurse 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 three **(3)** consecutive two **(2)** year terms. Notwithstanding Article **10.04**, there shall be no loss of service or seniority for a nurse 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 or his 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 regular pay for scheduled hours, in conjunction with the day of the funeral of a member of her or his 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 be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of 'spouses' as defined herein. 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.

Part-time nurses will be credited with seniority and service for all such leave.

#### 11.06 Jury & Witness Duty

If a full-time or regular part-time nurse is required to serve as a juror in any court of 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 service/seniority or regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the nurse:

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

In addition, where a full-time nurse or regular part-time nurse is selected for jury duty for a period in excess of one (1) week, she or he shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the nurse shall be returned to that point on her or his former schedule that is considered appropriate by the Hospital. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

#### 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. A nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.

- (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 or his 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) On confirmation by the Employment 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 Employment Insurance pregnancy benefits pursuant to Section **18** of the *Employment insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (**84%**) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two **(2)** week Employment Insurance waiting period, and receipt by the Hospital of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy **benefits**, and shall continue 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 normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment insurance benefit (currently **26** weeks).

The employee does not have any vested right except to receive payments for the covered employment 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 1 **1.07** 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 twelve (**12**) 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 or his former position, unless that position has been discontinued, in which case the nurse 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 or his 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) On confirmation by the Employment **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 Employment insurance parental benefits pursuant to Section **20** of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four ( **84%**) percent of the nurse's regular weekly earnings and the sum of her or his weekly Employment Insurance **benefits** and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment **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 or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours. The **normal** weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment **Insurance** benefit (currently **26** weeks).

The employee does not have any vested right except to receive payments for the covered employment 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 Chief Nursing Officer, Supervisor or designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or regular part-time nurse shall be entitled to leave of absence without loss of earnings from her or his 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 Chief Nursing Officer, Supervisor or designate.

11.10 Professional leave with pay will be granted to full-time and regular part-time 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.

Note: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the *Regulated Health Professions Act*, he or she shall be treated in a manner consistent with this Article .

#### 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)** years' 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 Chief Nursing Officer or Supervisor 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 Chief Nursing Officer, Supervisor or designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority.

Applications for leaves requested 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 or him 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. Full-time nurses shall become responsible for the full payment of premiums for any health and welfare **benefits** in which they are participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. Full-time nurses will not be eligible to participate in the disability income plan during the year of leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Chief Nursing Officer or Supervisor. 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 the nurse within a reasonable period of time.

- (l) The nurse will be reinstated to her or his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job.
- (m) **Final** approval for entry into the pm-paid 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 prepaid leave program will be appended to and form part of the written agreement.

## 11.12

### Secondments

- (a) A nurse who is seconded from the Hospital to a bipartite or tripartite committee/position involving the Health Sector or the Broader Public Sector shall be granted a leave of absence without pay for a period of up to five (5) years. Notwithstanding Article 10.04 there shall be no loss of seniority or service during such leave. Subject to the agreement of the agency to which the nurse is seconded, the nurse's salary and applicable benefits shall be maintained by the hospital and the hospital shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the nurse is seconded. The nurse agrees to notify the Hospital of her or his intention to return to work at least two (2) weeks prior to the date of such return.
- (b) The Hospital shall seek the Union's agreement to establish **secondment** arrangements. Such agreement shall not be unreasonably denied. The terms and conditions will be established by agreement of the parties.

A nurse who is seconded to another Hospital, for a period not greater than one (1) year, shall not suffer any loss of seniority, service or benefits for the duration of the **secondment**.

Notwithstanding Article 10.11, the parties also agree that a hospital may allow a nurse from another hospital to be seconded to the

hospital for a period not greater than one (1) year. It is understood that this nurse remains the employee of the sending hospital and is subject to the terms and conditions of employment of that hospital. If the seconded nurse is not covered by an **ONA** collective agreement, the Hospital will ensure that the Union receives the equivalent of the dues remittance for all such workers.

**NOTE 1:** (Note 1 applies to full-time nurses only)  
Provisions in existing Collective Agreements providing for paternity leave shall be continued in effect and added to the above provisions in such Collective Agreements.

**NOTE 2:** (Note 2 applies to full-time nurses only)  
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

(Articles 12.01 to 12.14 apply to full-time nurses only)

**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 parties may agree to voluntarily cash out existing sick leave banks. 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 the nurse 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 or his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and the nurse shall be entitled to the same cash out provisions as set out in paragraph (b) above providing the nurse subsequently achieves the necessary service to qualify for payout under the conditions of the sick leave plan in which she or he 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 Workplace Safety and Insurance Board as compensable within the meaning of *the Workplace and Safety Insurance Act*, the Hospital, on application from the nurse, will supplement the award made by The Workplace Safety and Insurance Board for loss of wages to the nurse by such amount that the award of The Workplace Safety and Insurance 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 Worker’s Compensation.

#### 12.04

When a nurse has completed any portion of her or his regularly scheduled tour prior to going on sick leave **benefits** or Workers’ Compensation benefits, the nurse shall be paid for the balance of the tour at her or his regular straight time hourly rate. This provision will not **disentitle** the nurse to a lieu day under Article **15.05** if she or he 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 or his accumulated sick leave credits to be **utilized** during part-time or subsequent full-time employment as provided under the sick leave plan in which the nurse participates as of October **23, 1981**.
- 12.07 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under **HOODIP** 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 **HOODIP** or to continue their present coverage.
- 12.09 The Hospital further agrees to pay employees an amount equal to any loss of benefits under **HOODIP** 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 or his 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 Worker's Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the nurse would receive from Workers' Compensation if the nurse's claim was approved, or the benefit to which the nurse 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 Workplace Safety and Insurance 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.

(Articles 12.15 and 12.16 apply to part time nurses only)

- 12.15 Part-time nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.
- 12.16 A nurse who transfers from full-time to part-time may elect to retain her or his accumulated sick leave credits to be **utilized** during part-time or subsequent full-time employment as provided under the sick leave plan in which the nurse participates as of October 23, 1981.
- 12.17 If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate.

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

### 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 full-time nurse shall average five (5) days per week over the nursing schedule determined by the Hospital. Full-time schedules shall be determined by local negotiation.

Full-time nurses in the bargaining unit engaged in teaching in Schools for R.P.N.'s shall work a flexible schedule, Monday to Friday, averaging 37 1/2 hours per week over the schedule to be determined by local negotiations. (Last paragraph of 13.01(c) applies to nurses only).

- (d) Where a nurse notifies her or his supervisor that she or he 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 or his regular straight time hourly rate for all time worked in excess of her or his 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 1 1.25 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.

Where the Union and the Hospital agree to an extended daily tour that differs from the normal daily extended tour, the provisions set out in this agreement shall be adjusted accordingly and recorded in the Appendix of Local Provisions.

### 13.03

#### Innovative Unit Scheduling

Schedules other than those included in Articles 13.01 and 13.02 may be developed in order to improve quality of working life, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be determined locally by the Hospital and the Association subject to the following principles:



- (a) Such schedules shall be established by mutual agreement of the Hospital and the Association;
- (b) These schedules may pertain to full-time and/or part-time nurses;
- (c) The introduction of such schedules and trial periods, if any, shall be determined by the local parties and recorded in the Appendix of Local Provisions. Such schedules may be discontinued by either party with notice as determined within the Appendix of Local Provisions;
- (d) Upon written agreement of the Hospital and the Association, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules.

#### 13.04 Unit Weekend Schedule

A unit weekend schedule may be developed in order to meet the Hospital's need for weekend staff, and individual nurses' preference for a weekend work schedule.

A unit weekend schedule is defined as a schedule in which a full-time nurse works a weekly average of thirty (30) hours and is paid for 37.5 hours at her or his regular straight time hourly rate. The schedule must include two 11.25 hour tours, which fall within a weekend period as determined by the Hospital and the Association. A nurse working a weekend schedule will work every weekend except as provided for in the provisions below.

If the Hospital and the Association agree to a unit weekend schedule, the introduction of that schedule and the manner in which the position(s) are filled, shall be determined by the local parties and recorded in the Appendix of Local Provisions. This unit schedule may be discontinued by either party with notice as determined within the Appendix of Local Provisions. The opportunity for an individual nurse to discontinue this schedule shall be resolved by the local parties:

- (a) Weekend and shift premiums shall not be paid;
- (b) Vacation Bank

Vacation entitlement is determined by Article 16.01. For the purposes of Article 16.01(f), hours worked or credited as paid leave will be based on an accelerated rate of 1.25 hours credit for each hour worked.

Mechanism for the vacation bank is determined by current local practices.

Drawing from the vacation bank will occur at an accelerated rate of **1.25** paid hours for every hour taken as vacation (i.e. 1 **1.25** hours worked equals **14.05** hours paid; 7.5 hours worked equals **9.375** hours paid).

Vacation must be taken as a full weekend off (i.e. Saturday and Sunday). The maximum number of weekends off cannot exceed the week entitlement level determined by Article **16.01**.

Single vacation days may be taken on weekdays, which need not be in conjunction with the Saturday and Sunday. Single vacation days may be taken on the weekend, provided no replacement is required.

Cash out and carry out provisions for the bank will be defined locally.

Article **16.05(a), (b)** and **(c)** do not apply.

**(c)** Paid Holiday Bank

Nurses qualify in accordance with the collective agreement. The paid holidays are identified in the Local Appendix.

Credit to the paid holiday bank will occur on the date of the holiday.

Drawing from the paid holiday bank will occur at an accelerated rate of **1.25** hours paid for every hour taken (i.e. **11.25** hours worked equals **14.05** hours paid; 7.5 hours worked equals **9.375** hours paid).

If a nurse works on a paid holiday as defined by the local parties, she or he will receive one and one-half (**1-1/2**) pay for all hours worked on a holiday. The nurse will not receive a lieu day. Article **14.04** also applies.

The holiday bank can be used as income replacement for absences due to illness or for **lieu** time off on a weekday.

Cash-out and carry-over provisions for the bank will be resolved locally.

**(d)** Sick Leave

The nurse may **utilize** the paid holiday bank as income replacement for absences due to illness, as described in Article **(c)** above.

The nurse is eligible for long term disability **benefits** as described in Article **12**. A nurse will not receive pay for the first seventeen (**17**)

weeks of any period of absence due to a legitimate illness. Subject to the availability of paid holiday banked hours, the nurse will be **eligible** for Employment Insurance for weeks three **(3)** through seventeen **(17)** for any absence due to a legitimate illness. The Hospital will provide the nurse with sixty-five **(65%)** percent of her or his regular earnings for weeks eighteen **(18)** through thirty **(30)** for any absence due to a legitimate illness.

The nurse may **utilize** his or her sick leave bank available under Article **12.03** for unpaid absences due to illness and Employment Insurance top-up in accordance with the formula for converting hours as described in Article **12.03(b)**.

Nurses may be required to provide medical proof of illness for any absence of a scheduled shift, which is neither vacation nor an approved leave of absence. It is agreed and understood that Article **18.04** will apply in these circumstances.

The provision of medical certificates shall be subject to Article **12.17**.

**(e)** Leaves of Absence

Article 11 applies for both paid and unpaid leaves. For the purposes of an unpaid 1 **1.25** hour shift, the deduction from pay shall equate to **14.05** hours. For the purposes of an unpaid **7.5** hour shift, the deduction from pay shall equate to **9.375** hours.

**(f)** Tour Exchange

Weekend tour exchanges will be permitted only between weekend tour nurses. Weekday tour exchanges will be permitted, provided the hospital does not incur additional costs.

In all instances of tour exchange, the tours must be of the same duration.

**(g)** Overtime

Overtime will begin to accrue after sixty **(60)** hours in a two **(2)** week period averaged over the scheduling period determined by the local parties.

Overtime will apply if the nurse works in excess of the normal daily hours.

Payment for overtime is as in Article **14.01 (a)**.

(h) Scheduling Provisions

The scheduling and premium provisions relating to consecutive weekends off in the local appendix do not apply to nurses who accept positions under this provision.

(i) Christmas Period

The local provisions relating to scheduling during this period will apply, except as modified to confirm that the weekend tour nurse will continue to work weekends during this period.

## 13.05

Individual Special Circumstance Arrangements

Notwithstanding Article **2.04**, the Hospital and the Association may agree in certain circumstances, the schedule of an individual full-time nurse may be adjusted to enable an average weekly work assignment of **30** to **37.5** hours.

- (a) Such an arrangement shall be established by mutual agreement of the Hospital and the Association and the nurse affected. The parties agree that the arrangement applies to an individual, not to a position.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Hospital and the Association. The nurse will retain full-time status, including but not limited to seniority and service.

The parties agree that for pension purposes, there will be no reduction in the normal **37.5** hours per week pension contributions made by a nurse and/or the Hospital under this provision.

(Note: If the above proposal is satisfactory to **HOOPP** and Revenue Canada)

- (c) Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.

ARTICLE 14 - PREMIUM PAYMENT

## 14.01 (a) (Article 14.01(a) applies to full-time nurses only)

If a nurse is **authorized** to work in excess of the hours referred to in Article 13.01 (a) or (c), she or he shall receive overtime premium of one and one-half (**1 1/2**) times her or his 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 or his 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 or his scheduled day off shall receive overtime premium of one and one-half (**1 1/2**) times her or his 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.

## (b) (Article 14.01(b) applies to part-time nurses only.)

If a part-time nurse is **authorized** to work in excess of the hours referred to in Article 13.01 (a), she or he shall receive overtime premium of one and one-half (**1 1/2**) times her or his regular straight time hourly rate. A part-time nurse (including casual nurses but not including part-time nurses who are filling temporary full-time vacancies) who works in excess of seventy-five (**75**) hours in a two (**2**) week period shall receive time and one-half (**1 1/2**) her or his regular straight time hourly rate for all hours worked in excess of seventy-five (**75**). A part-time nurse who is filling a temporary full-time vacancy shall receive time and one-half (**1 1/2**) her or his regular straight time hourly rate for all hours worked in excess of an average of **37 1/2** hours per week over the full-time nursing schedule **determined** by the Hospital. Such averaging will commence at the conclusion of the two week period following the nurse's transfer to the temporary full-time position and will end at the conclusion of the two week period prior to the nurse's return to her or his former position. 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 or his 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) 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. The Hospital agrees that if the Collective Agreement provided a greater 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 Agreement 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**) the nurse's regular straight time hourly rate as a result of **14.03** above and the nurse is required to work additional hours following her or his full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) such nurse shall receive two (**2**) times her or his 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 or his regular straight time hourly rate. The nurse shall be required to perform any nursing duties assigned by the Hospital which she or he is capable of doing, if her or his regular duties are not available.
- 14.06** Where a full-time or regular part-time nurse has completed her or his **regularly** scheduled tour and left the hospital and is called in to work outside her or his regularly scheduled working hours, or where a nurse is called back from standby, such nurse shall receive time and one-half (**1 1/2**) her or his 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 or his regular straight time hourly rate except to the extent that such four (**4**) hour period overlaps or extends into her or his regularly scheduled shift. In such a case, the nurse will receive time and one-half (**1 1/2**) her or his regular straight time

hourly rate for actual hours worked up to the commencement of her or his regular shift.

**14.07** A nurse who is required to remain available for duty on standby outside her or his 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** (a) 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**).

(b) The regular straight time hourly rate for a part-time nurse will be the hourly rate in the wage schedule set forth in Article **19.01** (a).

**14.09** (Article **14.09** applies to full-time nurses only)

Where a nurse has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such nurse shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half (**1 1/2**) then time off shall be at 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.

The application of this clause for part-time nurses will be **determined** by the local parties.

**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. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of **7.5** hours. 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) i) Where a full-time nurse performs such duties during her or his regular shift, the full time nurse shall be paid her or his regular rate of pay. Where a full-time nurse performs such duties outside her or his regular shift or on a day off, she or he shall be paid the appropriate overtime rate.
- ii) Where a part-time nurse performs such duties during an assigned shift, she or he shall be paid her or his regular rate of pay. Where a part-time nurse continues to perform such duties in excess of her or his assigned shift, she or he shall be paid the appropriate overtime rate.
- (b) Where such duties extend beyond the nurse's regular shift, the Hospital will not require the nurse to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time off extends into the nurse's next regularly scheduled shift she or he will maintain her or his 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 1: (Note 1 applies to full-time nurses only)

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.

NOTE 2: (Note 2 applies to part-time nurses only)



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

14.12 (a) (Article 14.12(a) applies to full-time nurses only)

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 nurse's next shift worked.

Where a nurse is cancelled without the required notice on two (**2**) or more separate occasions prior to working her or his next shift(s), premium pay under this provision will be extended to subsequent shifts worked, such that the number of premium paid shifts equal the number of such separate occasions.

Where a shift that attracts premium pay pursuant to this provision is otherwise a premium paid tour, she or he will be paid two times her or his straight time hourly rate for all hours worked on that tour.

(b) (Article 14.12(b) applies to part-time nurses only)

i) The posting of work schedules for regular part-time nurses shall be determined by local negotiations. It shall be the responsibility of the regular part-time 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 regular part-time nurse.

ii) Where less than twenty-four (**24**) hours' notice is given personally to the regular part-time 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 the nurse's new schedule. Such changes shall not be considered a lay-off.

Where a nurse is cancelled without the required notice on two (**2**) or more separate occasions prior to working her or his next shift(s), premium pay under this provision will be extended to

subsequent shifts worked, such that the number of premium paid shifts shall equal the number of such separate occasions.

Where a shift attracts premium pay pursuant to this provision is otherwise a premium paid tour, she or he will be paid two (2) times her or his straight time hourly rate for all hours worked on that tour.

- iii) Where a nurse is called in to work a regular shift less than two (2) hours prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then the nurse will be paid for a full tour provided that the nurse works until the normal completion of the tour.
- iv) Casual part-time nurses whose work schedule has been pm-scheduled and whose schedule is changed with less than twenty-four (24) hours notice then paragraph (b) - shall apply to casual part-time nurses.

- (c) Where a hospital is encountering problems around the provision of personal notice to nurses, the parties will endeavour to resolve these concerns at the Hospital-Association Committee.

**14.13** When a nurse is required to travel to the hospital or to return 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 the nurse's own vehicle at the rate of twenty-two cents (**\$0.22**) per kilometer (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, but 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 1/2 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, the nurse will not receive weekend premium under this provision,.

## ARTICLE 15 - PAID HOLIDAYS

(Articles 15.01 to 15.07 apply to full-time nurses only)

**15.01** A nurse who otherwise qualifies under Article **15.02** hereunder shall receive twelve (12) paid holidays as designated in the Appendix of Local Provisions.

In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of this 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 or his 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 or he may otherwise have been entitled unless she or he was scheduled to work that day. A nurse receiving Worker's 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, the nurse's 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 1/2**) the nurse's regular straight time hourly rate of pay for all hours worked on such holiday subject to Article **14.04**. in addition, the nurse will receive a lieu day off with pay in the amount of her or his 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.

**15.08** (Article **15.08** and the note following Article **15.08** apply to part-time nurses only)

If a regular part-time nurse works on any of the holidays listed in Article **15.01** of this Agreement, she or he shall be paid at the rate of time and ~~one-half~~ (**1 1/2**) her or his regular straight time hourly rate (as set out in the Wage Schedule) for all hours worked on such holiday, subject to the application of Article **14.04** regarding hours worked in addition to her or his full tour.

NOTE: Where existing Collective Agreements contain provisions relating to payment to nurses for holidays, whether worked or not, that exceed any payment required under the *Employment Standards Act*, such provisions shall be continued. Payment of holiday pay under this Note applies only to nurses presently enjoying such payment. Nurses presently enjoying holiday pay pursuant to this Note or otherwise as of December **14, 1987** will continue to enjoy such payment until they cease to be employed at the Hospital or until they transfer to a status to which this superior condition does not apply, whichever first occurs.

This note applies to nurses only.

## ARTICLE 16 - VACATIONS

(Articles **16.01** to **16.05** apply to full-time employees only)

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

- (a) i) Subject to (ii), employees 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 employees 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.
  - ii) Paramedical employees below the Registered Technologist classification 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 **.83** days (**6.225** hours for employees whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of **4%** of gross earnings.
- (b) i) Subject to (ii) and (iii), employees 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 employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least **1525** hours in the vacation year.
- ii) Paramedical employees below the Registered Technologist classification who have completed one (1) year 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 two (2) weeks with two (2) weeks' pay (**75** hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least **1525** hours in the vacation year.
- iii) Paramedical employees below the Registered Technologist classification who have completed two (2) 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 employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least **1525** hours in the vacation year.

- (c) i) Subject to (ii), employees 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 employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least **1525** hours in the vacation year.
- ii) Paramedical employees below the Registered Technologist classification who have completed five **(5)** 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 employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least **1525** hours in the vacation year.
- (d) Employees who have completed fourteen **(14)** 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 employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least **1525** hours in the vacation year.
- (e) Employees who have completed twenty three **(23)** 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 employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least **1525** hours in the vacation year.
- (f) If an employee works or receives paid leave for less than **1525** hours in the vacation year she or he will receive vacation pay based on a percentage of her or his gross salary for work performed on the following basis:
- |                    |              |
|--------------------|--------------|
| 2 week entitlement | - <b>4%</b>  |
| 3 week entitlement | - <b>6%</b>  |
| 4 week entitlement | - <b>8%</b>  |
| 5 week entitlement | - <b>10%</b> |
| 6 week entitlement | - <b>12%</b> |

NOTE: Employees 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 or him to the date of her or his 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.  
This clause applies to nurses only.
- 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.
  - (d) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave in accordance with Article **11.05**.
  - (e) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

(Articles 16.06 to 16.09 and the Note following Article 16.09 apply to part-time nurses only).

- 16.06 All regular part-time employees shall be **entitled** to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees, of their gross earnings in the preceding year. If an employee works or receives paid leave for less than **1100** hours in the vacation year she or he will receive vacation pay based on a percentage of her or his gross salary for work performed on the following basis:

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

Equivalent years of service, calculated pursuant to the formula set out in Article **16.03**, shall be used to determine vacation entitlement,

Casual part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable. Such vacation pay will be paid on monies earned on or after April 1, **1988**. Equivalent years of service will be based on the casual **part-time** employee's seniority established under Article **10.02** and will be calculated on the basis that **1500** hours of part-time service shall equal one (1) year of full-time service and vice-versa.

**16.07** A part-time 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 or him to the date of her or his separation, it being understood and agreed that the nurse will provide at least two (2) weeks' notice of termination.

**16.08** 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.

**16.09** Scheduling of vacations shall be in accordance with the schedule of local provisions.

NOTE: Part-time nurses (including casual nurses) who presently enjoy better vacation pay **benefits** under the provisions of a Collective Agreement immediately prior to this Agreement, shall continue to receive better benefits while employed by the Hospital.

## ARTICLE 17 - HEALTH AND WELFARE BENEFITS

(Article 17 applies to full-time nurses only)

**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 enrolment 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 Liberty Health Semi-Private Plan (which is comparable to the Blue Cross 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 Liberty Health Extended Health Care Benefits Plan (which is comparable to the existing Blue Cross Extended Health Care Benefits Plan) or comparable coverage with another carrier providing for **\$15.00** (single) and **\$25.00** (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 effective no later than **March 1, 2000**, vision care (maximum **\$150** every **24** months), and Drug **Formulary 3**.
- (d) The Hospital agrees to contribute **100%** 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 employees through payroll deductions. 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.
- (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 **75%** of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Dental **#9** Dental Plan ( which is comparable to the Blue Cross **#9** Dental Plan) or comparable coverage with another carrier; effective no later than **March 1, 2000**, based on the current **ODA** fee schedule with a one year lag and nine month recall (adults only); and effective no later than **March 1, 2000**, orthodontics **50/50** co-insurance with **\$1000** maximum per insured lifetime providing the balance of the monthly premiums are paid by the employees through payroll deductions.

- (g) For purposes of health and welfare **benefits** under Article 17.01, dependent coverage is available to the nurse, to cover her or his same sex partner and their dependents, in accordance with the terms and conditions of the plans.

For those employees transferring from part-time to full-time, there will be no waiting period for benefits, except as provided by the plan, if the **part-time** employee has over **450** hours worked. Where the nurse has not worked more than **450** hours, she or he will be given credit for those hours worked from date of hire.

- 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 (Hospitals of Ontario Pension Plan or another Pension 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 17 and 12 for nurses who are on paid leave of absence or on **WSIB** 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 Employment Insurance Period) or on Long Term Disability to a maximum of 30 months from the time the absence commenced, or for retirees who are in receipt of Pension Permanent Disability **Benefits** 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.

- Note: For clarification, "retirees" includes nurses who were on sick leave, **LTD** or **WSIB** prior to receipt of Pension Permanent Disability **Benefits**.

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 Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (**EIC**). 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.

17.09 The parties agree to establish a Benefits Review Subcommittee which will include four representatives from the Union and four representatives from the Participating Hospitals to discuss the terms of the **benefit** plans (other than pensions) provided under the collective agreement and the administration of benefit plans with a view to increasing the efficiency and effectiveness of the plans. As part of that review, the Committee will be provided with copies of the plan texts and any other relevant information requested by the Committee that pertain to these benefit plans.

17.10 The Hospital agrees that part-time nurses may pay, through payroll deductions, for full premium costs of the **ONA** sponsored benefit program, provided that an individual Hospital's systems can accommodate this. The **ONA** sponsored **benefit** plan will provide the Hospital with an administrative rebate, if any.

The Hospital will make no payroll deductions for such benefits in months in which the employee has insufficient earnings. In this circumstance, the employee is responsible for making the full payment to the **ONA** sponsored **benefit** plan.

The Association agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

The parties agree to give the Hospital appropriate time to establish the payroll deduction process. Once established the payroll deduction process for part-time benefits through the **ONA** sponsored program will be communicated to the Association and the part-time nurses. The Hospital will facilitate access to part-time nurses by providing available benefit literature and other communications as appropriate.

## ARTICLE 18 - MISCELLANEOUS

- 18.01** Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Association and sufficient copies will be provided to the Hospital and the local Association, as requested. The cost of printing the Collective Agreement, including the printing of the French Translation, will be shared equally by the Hospital and the local Association. The cost of the French translation will be shared equally by the Association and the Participating Hospitals.
- 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 or his 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 or his 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, gamma globulin 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.
- 18.07** Influenza Vaccine
- The parties agree that influenza vaccinations may be beneficial for patients and nurses. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in

compliance with applicable provincial legislation, the following rules will apply:

- (a) Nurses shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during a nurse's working hours. In addition, nurses will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Hospitals **recognize** that nurses have the right to refuse any required vaccination.
- (d) If a nurse refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the nurse is cleared to return to work. If a nurse is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If a nurse refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the nurse will be paid. It is further understood and agreed that Article **18.04** applies in these circumstances. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other nurses.
- (f) If a nurse gets sick as a result of the vaccination, and applies for **WSIB**, the Hospital will not oppose the claim.
- (g) **Notwithstanding** the above, the Hospital may offer the vaccine on a voluntary basis to nurses free of charge.
- (h) This **clause** shall be interpreted in a manner consistent with the Ontario Human Rights Code.

#### ARTICLE 19 - COMPENSATION

Articles 19.01(a) and (d) apply to nurses only

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

Nurse and the regular straight time hourly rates for all regular and casual part-time registered nurses at hospitals shall be as follows:

Classification - Registered Nurse

Effective April 1, 1998

Start	18.67	3033.88
1 Year	19.60	3185.00
2 Years	20.38	3311.75
3 Years	21.45	3485.63
4 Years	22.51	3657.88
5 Years	23.58	3831.75
6 Years	24.92	4049.50
7 Years	26.24	4264.00
8 Years	27.58	4481.75
9 Years	28.93	4701.13

Effective April 1, 1999

Start	19.04	3094.00
1 Year	20.00	3250.00
2 Years	20.79	3378.38
3 Years	21.88	3555.50
4 Years	22.96	3731.00
5 Years	24.05	3908.13
6 Years	25.42	4130.75
7 Years	26.77	4350.13
8 Years	28.13	4571.13
9 Years	29.51	4795.38

Effective date of Ratification

Start	20.00	3250.00
1 Year	20.79	3378.38
2 Years	21.88	3555.50
3 Years	22.96	3731.00
4 Years	24.05	3908.13
5 Years	25.42	4130.75
6 Years	26.77	4350.13
7 Years	28.13	4571.13
8 Years	29.51	4795.38

Effective April 1, 2000

Start	20.50	3331.25
1 Year	21.31	3462.88
2 Years	22.43	3644.88
3 Years	23.54	3825.25
4 Years	24.66	4007.25
5 Years	26.05	4233.13
6 Years	27.44	4459.00
7 Years	28.84	4686.50
8 Years	30.24	4914.00

NOTE 1: The above adjustments resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

(Articles 19.01(b) and 19.01(c) apply to part-time nurses only)

- (b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

- (c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement, It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included **within** the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, **enroll** in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (**9%**).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional **9%** or **13%**, as applicable, which is paid in lieu of fringe **benefits** and accordingly the **9%** or **13%**, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- (d) 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 The Hospitals agree to provide the Union, by June **30, 1998**, with all the information surrounding salary grids for the paramedical classifications.

The parties will then meet to negotiate a salary grid for these **classifications**. The central parties agree that any pay equity plan, including any maintenance agreements, with respect to paramedical employees will be provided to the Union.

Where the Association and the Hospital do not resolve the salary grid issue for the paramedical group , 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.

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.

19.03 A nurse in the employ of the Hospital who holds a Temporary or Provisional Certificate of Registration as a registered nurse and who obtains her or his General Certificate of Registration shall be given the salary of the Registered Nurse as provided in this Article effective the date the nurse presents proof of obtaining her or his General Certificate of Registration to the Chief Nursing **Officer** or her or his designate, or to the date of last hire whichever is later.

Note: Where an employee is in a position other than in a registered nursing **position** with duties and responsibilities which are subject to the *Regulated Health Professions Act*, he or she shall be treated in a manner consistent **with** this Article.

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

Note: Where an **employee** is in a position other than in a registered nursing position with duties and responsibilities which are subject to the *Regulated Health Professions Act*, he or she shall be treated in a manner consistent with this Article.

19.05 (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 the nurse 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 the nurse has been promoted) and the nurse shall retain her or his 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 to Registered Nurse when a nurse who holds a Temporary or Provisional Certificate of Registration obtains her or his General Certificate of Registration. 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 or his experience level on the other grid. (The last two sentences apply to nurses only).

Note: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the *Regulated Health Professions Act*, he or she shall be treated in a manner consistent with this Article.



- (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, the nurse shall be paid a premium of one dollar and forty cents (**\$1.40**) per hour for such duty in addition to her or his regular salary. The Hospital agrees that it will not make work assignments which will violate the purpose and intent of this provision.
- (c) A nurse who holds a Temporary or **Provisional** Certificate of Registration as a Registered Nurse who obtains a General Certificate of Registration shall be placed on the level in the Registered Nurse's salary grid which represents an increase in salary.

Note: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the **Regulated Health Professions Act**, he or she shall be treated in a manner consistent with this Article.

(d) Group. Unit or Team Leader

Whenever an employee is assigned additional responsibility to direct, supervise or oversee work of employees within her or his classification, and/or be assigned overall responsibility for patient care on the unit, ward, or area, for a tour of duty, the employee shall be paid a premium of seventy cents ( **70¢**) per hour in addition to her or his regular salary and applicable premium allowance.

19.06 (Article 19.06 (a) and 19.06 (b) apply to full-time nurses only)

- (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. Once established consistent with this provision, credit for recent related experience will be retroactive to the nurse's date of hire. The nurse shall co-operate with the Hospital by providing verification of previous experience so that her or his recent related clinical experience may be determined and evaluated during her or his 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 the maximum of the salary grid.

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.

(Article 19.06 (b) applies to part-time nurses only)

- (b) Claim for recent related clinical experience, if any, shall be made in **writing** by the part-time nurse at the time of hiring on the application for employment **form** or otherwise. Once established consistent with this provision, credit for recent related experience will be retroactive to the nurse's date of hire. The part-time nurse shall cooperate with the Hospital by providing **verification** of previous experience so that her or his recent related clinical experience may be determined and evaluated during her or his probationary period. Having established the recent related clinical experience, the Hospital will credit a new part-time nurse with one **(1)** annual service increment for each year of experience (calculated pursuant to the formula set out in Article 16.03) up to the maximum of the salary grid.

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.

- 19.07 (a) Each full-time nurse will be advanced from her or his present level to the next level set out in the Salary Schedule, twelve **(12)** months **after** she or he was last advanced on her or his service review date. If a full-time nurse's absence without pay from the Hospital exceeds thirty **(30)** continuous calendar days during each twelve **(12)** month period, the nurse's service review date will be extended by the length of such absence in excess of thirty **(30)** continuous calendar days.
- (b) Each regular part-time nurse will be advanced from her or his present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 10.03.
- (c) Effective November 15, 1985 casual part-time nurses will be placed on the salary grid in accordance with their service, such service to be calculated in accordance **with** the seniority calculation set out in Article 10.02. Casual part-time nurses will then advance on the grid in the same manner as regular part-time nurses. ( This clause applies to nurses only).
- 19.08 (a) A part-time employee whose status is altered to full-time in the same position will assume her or his same level on the full-time grid. A full-time employee whose status is altered to part-time in the same position will assume her or his same level on the part-time grid. In

addition, an employee who is so transferred will be given credit for service accumulated since the date of last advancement.

- (b) A casual part-time employee whose status is altered to regular **part-time** or vice versa in the same position will assume her or his same level on the grid. In addition, a casual part-time employee who is so transferred will be given credit for service accumulated since the date of last advancement.

- 19.09
- (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. 2 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 or he is unable to carry out the regular functions of her or his position, the Hospital may establish a special classification and salary with the hope of providing an opportunity for continued employment.

19.10 Education Allowance

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

- 19.11 All provisions except the general wage increase are effective date of ratification, save and except the changes to the insured **benefits** which will be effective as soon as practicably possible, but no later than March 1, 2000.

Retroactivity will be paid on the basis of hours paid within four full pay periods (approximately 8 weeks) of the date of ratification. Retroactive pay will be paid on a separate cheque where the existing payroll system allows.

Where the existing payroll system does not allow for such separate cheque, the Hospital may pay retroactivity as part of the regular pay. In such circumstances, the Hospital undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

The Hospital will contact former employees at their last known address on record with the hospital, with a copy to the union, within **30** days of the date of ratification to advise them of their entitlement to retroactivity.

Such employees will have a period of **60** days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the **60** day period, their claim will be deemed to be abandoned.

## ARTICLE 20 - JOB SHARING

**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 and the Association agree 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 the Hospital and the Association have 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**.

The nurses involved in a job sharing arrangement **will** be classified as regular part-time and will be covered by the provisions of this agreement applicable to part-time nurses.

## ARTICLE 21 - SUPERIOR CONDITIONS

**21.01** All existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein and which are set out in Appendix 4 are specifically retained by this Agreement unless otherwise agreed by the local parties.

The parties agree to remove from Appendix 4 those superior conditions which no longer have application.

Where the parties cannot agree on whether a superior condition continues to have application, the issue will be reduced to a grievance and referred to arbitration.

- 21.02 The Association and the Participating Hospitals agree to establish a committee consisting of two (2) representatives of the Association and two (2) representatives of the Participating Hospitals to review the superior conditions appendices in each of the participating hospitals. This committee will report to their respective negotiating committees prior to the next round of central negotiations.

## ARTICLE 22 - DURATION

- 22.01 This Agreement shall continue in effect until March 31, 2001 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 Participating Hospitals and the Ontario Nurses' Association 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 and Letters of Understanding
1. Joint Central Committee
  2. Payment for Bargaining Unit President
  3. Professional Responsibility Complaint
  4. Joint Benefits Review Sub-committee
- 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
- Appendix 6 - **O.N.A.** Professional Responsibility Complaint Form

APPENDIX 1 - Grievance Form to be inserted here.

APPENDIX 2LIST OF PROFESSIONAL RESPONSIBILITYASSESSMENT COMMITTEE - CHAIRPERSONS

- |                                                                                                                                                                                          |                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. <b>Lynne Taylor</b><br/>Vice President<br/>Patient Services<br/>Queensway-Carleton Hospital<br/>Ottawa</p>                                                                         | <p>5. <b>Mrs. Maxine Pastirik</b><br/>Niagara College of Applied Arts<br/>&amp; Technology<br/><b>Welland</b></p>                                   |
| <p>2. <b>Mrs. Patricia Lang</b><br/>Vice-President, Academic<br/>Georgian College<br/><b>Barrie</b></p>                                                                                  | <p>6. <b>Ms. Darlene Steven</b><br/>Associate Professor<br/>School of Nursing<br/><b>Lakehead University</b><br/>Thunder Bay</p>                    |
| <p>3. <b>Ms. Louise Lemieux-Charles</b><br/>Asst. Prof. &amp; Program Director<br/><b>HMRU</b>, Dept. of Health Admin.<br/>Faculty of Medicine<br/>University of Toronto<br/>Toronto</p> | <p>7. <b>Pat Hall</b><br/>Principal Chair<br/>Seneca College<br/>Toronto</p>                                                                        |
| <p>4. <b>Ms. Patricia Mandy</b><br/>Vice President, Community Health<br/>Hamilton Health Sciences Centre<br/>Hamilton</p>                                                                | <p>8. <b>Ms. Donna Tremblay</b><br/>Dean, Health Sciences<br/><b>Sault College of Applied Arts &amp; Technology</b><br/><b>Sault Ste. Marie</b></p> |



LETTERS OF UNDERSTANDING**Short Shifts, Modified Work, Job Sharing and Payment for Bargaining Unit President**

The parties agree that the issues of short shifts (including the issue of premium payments for hours worked after scheduled hours on short shifts), modified work and job sharing are local issues.

Any issues around payment for a Bargaining Unit President or designate including payment to attend joint Employer Union meetings outside of their regularly scheduled hours are local issues.

\*\*\*\*\*  
**Joint Central Committee**

The parties agree to form a Joint Central Committee to discuss issues of mutual interest **and** benefit to the Hospitals and the Association. The Committee will discuss issues including but not restricted to a Clinical Advancement System for nurses and support for new graduates entering the nursing profession.

\*\*\*\*\*  
**Letter to Hospitals of Ontario Pension Plan (HOOPP)  
 Regarding Surplus for Retirees' Benefits**

The parties hereby request that the Hospitals of Ontario Pension Plan (HOOPP) explore **ways** and means whereby the pension plan's surplus may be **utilized** to fund benefits (EHC, Dental, Life and Semi-Private) for retired nurses.

\*\*\*\*\*  
**Re: Joint Benefits Review Sub-Committee**

The parties agree to refer the following matters to the Benefits Review Sub-Committee referenced in Article 17.09:

- i) the maximum age dependents eligible for **benefit** coverage;
- ii) the terms and application of the Hospitals of Ontario Disability Income Plan brochure(s) currently in effect;
- iii) Consideration of alternative options for sick leave provision.

The Committee will undertake to meet within six (6) months of the date of ratification.

\*\*\*\*\*  
**Re: Professional Responsibility clause**

The parties hereby agree to meet within six (6) months of ratification/award to update the list of professional Responsibility Assessment Committee Chairpersons, to discuss possible revisions to Appendix 6 and to discuss the guidelines for the Chair of the Professional Responsibility Assessment Committee.

DATED AT TORONTO, ONTARIO THIS, 2000, DAY OF JULY

FOR THE EMPLOYER

*John Brunt*  
*A. Mandino*

FOR THE UNION

*Ray Lewis*  
Labour Relations Officer .  
*Marcelo J. Ryan President*

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**APPENDIX 3****REGISTERED NURSE (PENDING)  
(GRADUATE NURSE)**

	Effective April 1, 1998	Effective April 1, 1999	Effective April 1, 2000
Start	18.400	18.770	19.240
1 Year	18.680	19.050	19.530

REGISTERED NURSE  
 CLINICAL ASSISTANT \*  
 CLINIC NURSE \*  
 SENIOR CLINICAL ASSISTANT \*  
 CLINICAL CASE COORDINATOR \*  
 NURSE COORDINATOR\*

	Effective April 1, 1998	Effective April 1, 1999	Effective February 4, 2000	Effective April 1, 2000
Start - Hourly	18.670	19.040	20.00	20.500
- Monthly	3034	3094	3250	3331
1 year - Hourly	19.600	20.000	20.79	21.310
- Monthly	3185	3250	3378	3463
2 years - Hourly	20.380	20.790	21.880	22.430
- Monthly	3312	3378	3556	3645
3 years - Hourly	21.450	21.880	22.960	23.540
- Monthly	3486	3556	3731	3825
4 years - Hourly	22.510	22.960	24.05	24.660
- Monthly	3658	3731	3908	4007
5 years - Hourly	23.58	24.050	25.420	26,050
- Monthly	3832	3908	4131	4233
6 years - Hourly	24.92	25.420	26.77	27,440
- Monthly	4050	4131	4350	4459
7 years - Hourly	26.24	26.777	28.13	28,840
- Monthly	4264	4350	4571	4687
8 years - Hourly	27.58	28.130	29.51	30,240
- Monthly	4482	4571	4795	4914
9 years - Hourly	28.930	29.510		
- Monthly	4701	4795		

\*Incumbents in these positions currently earning more than the maximum of the salary grid shown above are red circled; all others in these positions are on the salary grid.

It is understood and agreed that the part-time nurses' hourly rate in this Agreement does not include the percentage in lieu of fringe benefits and it will not be included for the purpose of computing any premium or overtime payments.



APPENDIX 5ARTICLE A – RECOGNITION & DEFINITIONS

- A.1 The Hospital **recognizes** the Association as the exclusive bargaining agent for all Registered and Graduate Nurses employed by the Hospital in the Municipality of Metropolitan Toronto, engaged in nursing care, save and except Nursing Unit Administrators and Assistant Supervisors, and persons above the rank of Nursing Unit Administrators and Assistant Supervisor.
- A.2 The word “nurses” when used throughout this Agreement shall mean persons included in the above-described bargaining unit and excludes nurses from employment agencies.

ARTICLE B – RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

- B.1 The Association **recognizes** that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and without restricting the generality of the foregoing the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that a nurse has been discharged, suspended or otherwise disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) determine in the interest of efficient operation and highest standard of service job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;





- (d) generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing to determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
- (e) generally to operate the Hospital in a manner consistent with the obligations of the Hospital to the general public;
- (f) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of this Agreement.

**B.2** These rights shall be exercised in a manner consistent with the provisions of this Agreement.

#### ARTICLE C - ASSOCIATION REPRESENTATION

**C.1** There will be twenty **(20)** Union Representatives which include acting representatives appointed on a temporary basis.

The parties will discuss -additional representation- in the event that new floors are opened.

**C.2** Negotiating Committee

The Hospital will **recognize** five **(5)** members on the Negotiating Committee.

**C.3** Grievance Committee

The Hospital will **recognize** four **(4)** nurses from the local Bargaining Unit as Grievance Committee members provided not more than three **(3)** nurses attend any function.

**C.4** Association-Hospital Committee

There shall be up to six **(6)** representatives of each of the parties on the Association-Hospital Committee.



## C.5 Interview

The interview period will be scheduled during the orientation session normally held on the first and third Monday of each month. The parties will mutually agree to the time and place of such meeting and the Hospital will provide thirty (30) minutes for the Association to communicate confidentially with the new members. The Hospital shall provide the Association, seven (7) days in advance, with the known names of the nurses who will be attending the interview. The Hospital shall also provide the Association with classification, date of hire and area assigned for each newly hired nurse.

## ARTICLE D - HOURS OF WORK

- D.1 (a) Nurses working a full tour will have their breaks scheduled in each half (1/2) of the tour, subject to the exigencies of patient care and unless the nurse requests otherwise. This also applies to extended tours on the basis of one (1) break normally scheduled in each third (1/3) of the tour. Nurses will not be permitted to take their breaks at the beginning or immediately prior to the end of their shift unless mutually agreed between the nurse and the Nursing Unit Administrator or-management designate. A nurse shall be able to take a break away from the work area.
- (b) If the Hospital decides to create a new tour, it will advise the Association in advance, and meet with the Association to discuss the matter if the Association so requests. A vote among the nurses involved may be conducted to canvass their opinion.

## D.2 Scheduling Objectives:

Objectives in the formulation of working schedules have been left to local arrangements between a Nursing Unit Administrator and those reporting to her. These local arrangements are to permit flexibility by encouraging individual responsibility. As a guide to the type of scheduling arrangement which the Hospital will maintain and follow, the parties set out below standard objectives, recognizing that the Hospital may not always be able to attain these objectives and that their attainment may be varied with the consent of those concerned.



These provisions apply to both the normal tour and the extended tour.

- (i) schedules will be posted no less than twenty-eight **(28)** days in advance. This schedule will be available to all staff at all times;
 

Requests for specific shifts, days off or other scheduling requests shall be submitted in writing to the Nursing Unit Administrator/designate at least two **(2)** weeks prior to the posting of the schedule.
- (ii) Master schedules will be developed for all areas. The length of the schedule will be determined by the Hospital in each area but will be no less than three **(3)** months or twelve **(12)** weeks. Master schedules will be adhered to unless amended by virtue of staffing requirements.
- (iii) Where a line becomes vacant, it shall be offered to staff nurses in that unit on a seniority basis, as long as there remains sufficient experienced nurses on a line.
- (iv) a nurse may not be required to change tours of duty more than once during a work week; a week shall mean Sunday to Saturday.
- (v) no split shifts;
- (vi) Full-time nurses will not be scheduled to work single tours and the Hospital will **endeavor** not to schedule regular Part-time nurses for single tours unless mutually agreeable.
- (vii) Subject to Article D.1, the Employer will endeavour to schedule so that one half of the nurses' tours are day tours. When this is not possible, the nurses involved in the scheduling unit who rotate shall, over a reasonable period of time, be scheduled to the same number of day tours. Days off shall not be included in the averaging system.
- (viii) A nurse who normally rotates shall not be required to work more than two **(2)** consecutive weeks on either of the evening or night tours without being scheduled for a period of day tours.
- (ix) Where there are to be new schedules or alterations in existing schedules contemplated, that fall outside the above objectives, the Hospital will advise the Association prior to their introduction. Should the Association have any concerns with respect to such schedules, the Hospital will consider such concerns.



Schedules under this provision must receive a minimum *vote* of eighty (80%) percent. The vote will provide for an immediate implementation or, a trial period.

Where there are to be changes to a master schedule which are within the above objectives such changes shall be discussed with the Association prior to their introduction.

- (x) Full-time nurses who work extended tours and rotate shifts will have twelve (12) hours scheduled off between tours and a minimum of forty-eight (48) hours after working night duty, unless mutually agreed, Overtime and hours worked on stand-by are not counted for the purposes of this article.
- (xi) When scheduled to work a weekend, the nurse must provide total availability of at least fifty-six (56) consecutive hours between 1530 hours Friday (2330 hours if extended tours) and 0730 hours Monday. The nurse will then be scheduled to work as required in accordance with the needs of the unit and the other scheduling provisions of the collective agreement.

### D.3 Normal Tour (7.5 hours)

- (a) at least every third weekend off;
- (b) no less than two (2) consecutive tours shall be scheduled off between tour changes without consent. A nurse will be scheduled at least two (2) consecutive days off after working night duty;
- (c) a nurse will be scheduled off at least six (6) days in any three (3) week period including at least two periods of two (2) consecutive days off and a minimum of single days;
- (d) (i) a nurse who works on rotation will be scheduled off work for at least five (5) consecutive days at either Christmas or New Year's season except in areas where nurses are not normally required to work on weekends and paid holidays. Scheduled consecutive days off work at Christmas will include the evening tour on December 24<sup>th</sup>, December 25<sup>th</sup> and December 26<sup>th</sup> and scheduled consecutive days off at New Year's will include December 31<sup>st</sup> and January 1<sup>st</sup>;

A nurse will not be scheduled to work two consecutive Christmas' or two consecutive New Year's without her consent.





a

- (ii) The Hospital shall post a notice/request list from September 1st to September 30th. The Christmas/New Year's schedule shall be posted by October 30th. In case of conflict, the Hospital shall grant requests on a seniority basis.
- (e) Nurses will not be scheduled to work more than seven (7) consecutive tours. A nurse will be scheduled two (2) consecutive days off after working seven (7) consecutive tours. Where a nurse is scheduled to work in excess of seven (7) consecutive tours, she shall receive premium payment for each tour in excess of the seven (7) tours in accordance with Article 14.03.
- (f) Nurses who have been granted permanent night or evening tours will not be rotated except by mutual consent or when the Hospital requires same to meet reasonable Hospital staffing requirements and for the purpose of evaluation and/or education. Each nurse on a permanent shift may be required to do a tour of duty on days, for in-service requirements and evaluation every six (6) months, not to exceed three (3) weeks in each six (6) month period.
- (g) The above scheduling objectives may not apply from December 15th to January 15th. However, a nurse will be scheduled off for at least two (2) days if they have completed seven (7) consecutive tours.
- (h) A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on a third (3rd) and subsequent consecutive weekend save and except where:
  - (i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - (ii) such nurse has requested weekend work; or
  - (iii) such weekend is worked as the result of an exchange of tours with another nurse.
- (i) A weekend will include at least fifty-six (56) consecutive hours off work between 1530 hours Friday and 0730 hours Monday.

The Hospital will review the nursing schedules with a view to having a weekend off commence at the conclusion of the day tour on Friday.



#### D.4 Extended Tour

- (a) at least every second weekend off for a minimum of four (4) days off;
  - (b) nurses will not be required to work more than four (4) consecutive twelve (12) hour tours.
  - (c) the above scheduling objectives may not apply from December 15<sup>th</sup> to January 15<sup>th</sup>. However, a nurse will be scheduled off for at least two (2) days if they have completed a block of more than two (2) extended night tours during this period.
  - (d) The introduction of extended tours will be implemented at six (6) month intervals where eighty (80%) percent of the nurses involved so request. Thereafter, discontinuance of extended tours will be implemented at subsequent six (6) month intervals, where eighty (80%) percent of the nurses involved so request.
  - (e) a nurse who works on rotation will be scheduled off work for at least one hundred and twenty (120) consecutive hours at either Christmas or New Year's season except in areas where nurses are not normally required to work on weekends and paid holidays. Scheduled consecutive days off work at Christmas will include the night tour on December 24<sup>th</sup>, December 25<sup>th</sup> and December 26<sup>th</sup> and scheduled consecutive days off at New Year's will include December 31<sup>st</sup> and January 1<sup>st</sup>;
- A nurse will not be scheduled to work two consecutive Christmas' or two consecutive New Year's without her consent.
- (f) nurses who have been granted permanent night tours will not be rotated except by mutual consent or in order to meet reasonable Hospital staffing requirements. Where nurses are assigned to shift they may request a permanent assignment to night tour or short tour if available and the Hospital will grant such requests. A short tour is defined as a tour of fewer hours than an extended tour. Should the nurse or the Hospital find it necessary to reverse this decision, either party may do so with four (4) weeks' notice.
  - (g) A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on a second (2<sup>nd</sup>) and subsequent consecutive weekends save and except where:



- (i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - (ii) such nurse has requested weekend work; or
  - (iii) such weekend is worked as the result of an exchange of tours with another nurse.
- (h) For the purposes of the extended (12 hour) shift, a weekend will include at least fifty-six (56) consecutive hours off work between 2330 hours Friday and 0730 hours Monday.

The Hospital will review the nursing schedules with a view to having a weekend off commence at the conclusion of the day tour on Friday.

**D.5 Ten (10) Hour Tours**

The introduction of a ten (10) hour tour will be implemented at six (6) months intervals where eighty (80) percent of the nurses involved so request.

The Hospital will agree to implement the ten (10) hour shift as long as it meets staffing requirements. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

Discontinuance of the ten (10) hour shift will be implemented at subsequent six (6) month intervals, where eighty (80) percent of the nurses involved so request.

OR

By the Hospital because of

- (a) adverse effects on patient care,
- (b) inability to provide a workable staffing schedule,
- (c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

When notice of discontinuation is given by either party in accordance with the above, then:

- (l) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and



- (II) Where it is determined that the ten (10) hour tour will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

1. Ten (10) Hour Tours

(a) For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37 1/2) minutes of unpaid mealtime.

(b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 1/2) minutes.

2. The Hospital shall schedule nurses on the ten (10) hour tour every second weekend off. Should the nurse work the second weekend, she will be paid in accordance with Article 14.03 for the second and subsequent weekend worked until a weekend off is scheduled except where:

- (i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse, or
- (ii) such nurse has requested weekend work, or
- (iii) such weekend worked is the result of an exchange of tours with another nurse.

3. Nurses shall not be scheduled to work more than four (4) consecutive 9.375 hour tours. Should a nurse work more than four (4) consecutive tours, she shall be paid in accordance with Article 14.03 for all hours worked on the fifth and subsequent tours until time off is scheduled.

4. Requests for change of scheduled working hours shall be done in accordance with D.10.

5. Overtime (Subject to Article 14)

For nurses working ten (10) hour tours, overtime shall be paid at the rate of time and one-half (1 1/2) the nurses' regular straight time hourly rate for all work performed in excess of 9.375 paid hours in a twenty-four (24) hour period.





## 6. Paid Holidays

A nurse working ten (10) hour tours shall be paid as per Article 15.

D.6 Where a nurse(s) is scheduled to work less than a normal tour (7.5 hours), Article D in its entirety applies except as amended by the following:

- (a) No nurse will be required to work less than 7.5 hours (short tours) without his/her consent or request.
- (b) The Hospital will endeavour to keep the number of tours comprised of less than seven and one half hours (7.5 hours) to a minimum (or to a reasonable level)
- (c) No part-time nurse will be scheduled solely on tours which are comprised of less than seven and half hours (7.5 hours) in any pay period, except where such arrangements are requested by the nurse;
- (d) For nurses working tours of less than 7.5 hours, no more than seven (7) shifts in a row shall be scheduled. If a nurse is required to work on an eight (8th) consecutive and subsequent tour, then she/he will receive premium payment for each shift so worked until a day off is scheduled, unless such schedule is mutually agreed upon.

## D.7 Regular Part-time Commitment

Regular part-time nurses must be available to work on the following basis:

- (i) to be available to work, if required, fifty-two (52) weeks per year minus their individual vacation entitlement and approved leaves of absences.
- (ii) to regularly rotate on at least two (2) shifts and work extended tours as required. Nurses who are not currently required to rotate or work extended tours will not be required to do so without prior consultation with the Union.
- (iii) to work, if required, forty-five (45) hours per pay period. Nurses currently prescheduled for less than forty-five (45) hours on a regular basis will not be required to commit to additional hours without prior consultation with the Union.



- (iv) to be available to work either the Christmas or New Year's period. A nurse will not be scheduled to work two consecutive Christmas' or two consecutive New Year's without her consent.

In the event that the schedule can accommodate one or more nurses having both Christmas and New Year's off, requests for this will be determined based on seniority. Nurses who are scheduled off both holidays are guaranteed 3 consecutive days off over each holiday period.

Requests to work the same holiday consecutive years will be determined by seniority, as long as approval does not prevent another nurse from being scheduled off alternative holidays each year.

- (v) Nurses who have committed to working forty-five (45) hours per pay period must be available to work fifty (50%) percent of the remaining paid holidays except when the department does not work paid holidays. All other regular part-time nurses must be available to work three (3) of the remaining paid holidays if required.
- (vi) Nurses who have committed to working forty-five (45) hours per pay period must be available as required to work (50%) percent of the weekends except when the department does not work weekends. All other regular part-time nurses must be **available** to work thirty three (33%) of the weekends if required.
- (vii) The Nursing Unit Administrator will advise nurses who are not meeting the regular part-time commitment of the need to immediately do so.

## D.8

### CASUAL AVAILABILITY

- (i) Casual nurses will declare, on a **bi-weekly** basis, their availability for work on specified days and shifts for the next two (2) week period.
- (ii) Casual part-time nurses who, after declaring themselves available for work are no longer **available** to work shall notify the Hospital as soon as the change in circumstances occurs.



- (iii) A casual nurse no longer available to work an accepted shift is responsible for arranging their own replacement, unless the unavailability is for personal health reasons or an emergency situation acceptable to the Hospital.

## D.9

SCHEDULING

- (1) All **regular** part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are **utilized**. The hospital will endeavour to **utilize** casuals on a fair and equitable basis, according to their availability and the needs of the unit.
- (2) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
  - (i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
  - (ii) A tour will be deemed to be offered whenever a call is placed;
  - (iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
  - (iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made.
  - (v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Hospital practice.

## D.10

A request for changes in posted time schedules must be submitted in writing and co-signed by a nurse to exchange days off or tours. A request book will be used on all units.

The exchange of a shift(s) between employees shall not result in overtime payment or other additional premiums. The give-away of up to four (4) hours of a shift between employees shall also not result in overtime payment or other additional premiums,



STANDBY

- D.11 (I) (i) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.
- (ii) Standby assignments will be posted at least two (2) weeks in advance of the beginning of the tours of duty schedule.
- (iii) The Hospital will make available the equivalent of one (1) room (with bed, shower and bathroom facilities) for nurses scheduled for standby.
- (iv) Standby schedules will not be reassigned without advising the nurse whose schedule is being changed.
- (v) Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to work the day shift unless she or he does so by mutual agreement between the employee and hospital. Should the employee choose not to work the day shift, she shall be granted time off without pay, or she may choose to use lieu time, vacation or statutory holidays.
- (vi) A full-time employee will not be scheduled for standby on a scheduled day off or a scheduled weekend off, unless mutually agreed between the employee and the Hospital. Notwithstanding the above, nurses in the operating room may be required to be scheduled on standby up to twenty-five (25%) of weekends not regularly scheduled.
- (vii) There shall be equal distribution of standby duty amongst full-time employees with the option to exchange with the permission of the Nursing Unit Administrator or designate, which permission shall not be unreasonably withheld.

There shall be equal distribution of standby duty amongst regular part-time employees with the option to exchange with the permission of the Nursing Unit Administrator or designate, which permission shall not be unreasonably withheld.

The Employer will endeavour to distribute standby duty equally between regular part-time and full-time employees.





There shall be equal distribution of standby duty amongst casual nurses who volunteer for such duty.

- (viii) The Hospital will provide a long-range pager to nurses prior to each of their scheduled standby assignments. Nurses will return the pager to their Nursing Unit Administrator or designate, no later than their first scheduled shift after each of their standby assignments end.

A nurse required to return to work while on standby, must report to the Hospital within forty-five (45) minutes of being called in. Nurses will be responsible for loss or damage for any pager provided to them.

- (ix) Further to Article 14.13, if the nurse does not use the maximum mileage allowance payable, the difference will be paid as a parking cost allowance.

D.12 Where a nurse chooses equivalent time off she/he may accumulate such time up to a maximum of seventy-five (75) hours. If time off is not scheduled then any overtime hours beyond the seventy-five (75) hours will be paid. Notwithstanding the above, all time off must be taken by March 31<sup>st</sup> each year for overtime hours worked in the previous twelve (12) month period or it will be paid.

A nurse who wants to request a payout of some or all of the lieu bank prior to the annual end of March payout must submit to her Nursing Unit Administrator or designate a completed request form at least eight (8) calendar days prior to payday. The requested monies will then be included with the next regular deposit.

NOTE: The parties agree that the above also applies to regular part-time.

## ARTICLE E - VACATIONS

E.1 It is understood and agreed that the Hospital will give every consideration to the nurses' preference as to the timing of their vacation, but of necessity the Hospital must reserve the right to the final decision as to the scheduling of vacations. The Hospital and the Association will review problems in scheduling for peak periods if they arise.

E.2 (a) Vacations may be taken at any time of the year that is mutually acceptable to the parties.



(b) Requests for vacation shall be submitted in writing at least two (2) weeks prior to the posting of the schedule.

(c) Every endeavour will be made to accommodate each nurse's vacation request.

However, between each June 15 and September 15, a nurse will only be **authorized** to have 112.5 hours vacation if **authorizing** more than 112.5 hours would prevent the approval of another nurse's vacation.

(d) In the event of scheduling conflicts, seniority shall apply for vacation requested by March 31<sup>st</sup> in any year. Thereafter, requests for the remaining vacations will be scheduled on a first come first serve basis.

(e) Prior to leaving on vacation, nurses shall be advised of the day and time on which to report for work following vacation.

(f) The Hospital will also endeavour to schedule nurses' weekly days off immediately preceding the commencement of her scheduled vacation.

(g) Nurses may accumulate vacation credits up to 37.5 hours beyond their yearly entitlement. Once the maximum entitlement is reached, the nurse must immediately provide to her Nursing Unit Administrator a schedule of vacation to be taken within the following three (3) months to reduce the accumulated vacation to the yearly entitlement.

(h) When a nurse books vacation and a weekend in that vacation period is scheduled as a working weekend, then the nurse will not be required to work additional weekends in order to make up this time. Where a nurse takes a vacation period and a duty weekend falls within that period, she shall not be required to find a replacement for that weekend. However, if the request is made within the posted time, the nurse will be required to find her own replacement for the vacation period.

(i) The Hospital shall endeavour to cover shift work which falls within a nurse's vacation so that the nurse will not be required to work additional tours to replace same.

### E.3

Vacations may be scheduled to commence on any day of the week.



- E.4 Vacation time owing to each nurse shall appear on the **bi-weekly** pay stubs.
- E.5 The vacation calendar will remain posted all year with completely filled weeks indicated.
- E.6 Vacation pay for part-time nurses will be **bi-weekly** on the regular paychecks.

#### ARTICLE F - PAID HOLIDAYS

- F.1 The following paid holidays shall be **recognized**:

Second Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (Nov. 11 <sup>th</sup> )
Victoria Day	Christmas Day (Dec. 25 <sup>th</sup> )
Canada Day (July 1 <sup>st</sup> )	Boxing Day (Dec. 26 <sup>th</sup> )
Civic Holiday	New Year's Day (Jan. 1 <sup>st</sup> )

- F.2 Where the holiday falls on the non-working day of a nurse or during the vacation period of the nurse, it shall be added to the end of her vacation period, or the Hospital upon agreement of the nurse may pay the nurse her regular wages for the holiday or the Hospital may designate another working day at a mutually agreeable time within sixty (60) days prior to or following the date the holiday was observed.
- F.3 A nurse will receive a lieu day off at her regular straight time rate of pay, such day to be granted within sixty (60) days prior to or following the date on which the holiday was observed, to be taken on a day arranged between the nurse and the Hospital. Lieu days that are not taken in this timeframe will be automatically paid out by payroll.
- F.4 The Hospital will endeavour to arrange for paid holidays off to be scheduled equitably among the nurses regularly working in the same unit.
- F.5 The Hospital will also endeavour to schedule a holiday designated for a Friday or a Monday to be an off day for a nurse scheduled to be off on the adjacent Saturday and Sunday. Conversely, the Hospital will endeavour to schedule a holiday designated for a Friday or a Monday to be a work day for a nurse scheduled to work on the adjacent Saturday and Sunday.
- F.6 The Hospital will continue its practice of attempting to schedule lieu days with weekends off.



- F.7 A nurse shall receive premium payment for actual hours worked on the holiday.

ARTICLE G - BULLETIN BOARDS

- G.1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and other matters restricted to Association matters.

ARTICLE H - SENIORITY LISTS

- H.1 A copy of the seniority lists will be provided to the Association after the last pay period ending each March and September.

ARTICLE I - ASSOCIATION LEAVE

- I.1 Leave of absence for Association business shall be given without pay up to a total of two hundred and fifteen (215) days during each calendar year of the term of this Agreement, provided at least two (2) weeks' notice, where possible, is given in writing to personnel, with a copy to the Nursing Unit Administrator. It is agreed that not more than five (5) nurses shall be absent on such leave at the same time, and not more than one (1) nurse from the same area unless agreed upon by the Hospital.
- I.2 An employee who serves as the Local Bargaining Unit President for the Ontario Nurses' Association shall be granted leave with pay, up to a total of five (5) days per month.

ARTICLE J - MISCELLANEOUS

- J.1 Should the Hospital require nurses to wear lab coats and scrub dresses, the Hospital will launder and provide same.

The Hospital currently requires nurses in the Operating Room and Case Room to wear scrub suits and lab coats.





J.2 Prepaid Leave

The parties agree that **utilization** of this leave may be restricted to a maximum of ten (10%) percent of the members of the bargaining unit with no more than two (2) nurses from any one unit. Any application in excess of these numbers will be considered at the discretion of the Hospital.

J.3 Any discrepancies to a nurse's direct deposit pay equal to or more than 7.5 hours regular pay, due to an error by the Hospital, shall be corrected by manual cheque made available to the nurse within forty-eight (48) hours of the nurse's manager/designate notifying Payroll of the error. Saturdays, Sundays and paid holidays are not included in the forty-eight (48) hour period.

J.4 The Bargaining Unit President will be given a day/evening rotation, upon request, if that rotation exists on the unit.

J.5 Where in the opinion of the hospital there is sufficient coverage the Hospital will allow nurses to attend general union meetings on their working time.

ARTICLE K - HEALTH AND SAFETY

- K.1
- (a) The Hospital, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her work.
  - (b) Such information shall be submitted in writing to the Association as soon as possible.
  - (c) The Hospital will reimburse the nurse for the reasonable costs (excluding wear and tear) for replacement or repair of eye wear, clothes or other personal items damaged in the line of work.
  - (d) The Employer agrees to have in place policies and procedures to deal with violence in the workplace. The policies will address prevention of violence, the management of a violent situation, and support to employees who have faced violence.

The Hospital will offer on site non-violent crisis intervention education for nurses working in the Emergency Room and Psychiatry.



- (e) The parties agree that if incidents involving abusive client action occur, that such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will be followed to address the legitimate health and safety concerns of employees presented in that forum.
- (f) A nurse who believes she has experienced an act of violence is encouraged to contact the Union for assistance and support,
- (g) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

ARTICLE L - MODIFIED WORK

- L.1 (a) The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D. The Hospital will provide to the Union, a monthly list of all employees on Modified Work Programs at the beginning of each month.
- (b) When it has been medically determined that an employee is unable **to return to the full duties of her position due to a disability, the** Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to suitable work.
- (c) An employee may choose to have representation at any meeting relating to the employee's return to work from illness or injury.

Dated at Toronto Ontario, this 3rd day of July, 2000.

FOR THE EMPLOYER

Anne Mandino  
[Signature]

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FOR THE ASSOCIATION

[Signature]  
Mauro Taylor President

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LETTER OF UNDERSTANDING

between

**ONTARIO NURSES' ASSOCIATION**

and

**MOUNT SINAI HOSPITAL**

***Re: Job Sharing***

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The Hospital agrees that all Registered Nurse "Job Sharing" bargaining unit positions are classified as regular part-time. Job Sharing is defined as a voluntary work arrangement in which two nurses hold responsibility for what was formerly one full-time position.

When the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the central agreement, the following conditions shall apply unless otherwise agreed to by the parties:

1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
2. Total hours worked by the job sharers shall equal one full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two nurses and the Unit Manager. It is expected that the division of the hours will remain constant as determined by the mutual agreement, and is changed only after mutual agreement between the two nurses and the Unit Manager. The total committed hours to the job sharers is the equivalent of one full-time position.
3. Following the decision regarding the division of the hours of the full-time line, the two job sharers will mutually select the shifts each will work for each schedule. This may be done by a standing distribution or may be altered with each posted schedule. If the selection of shifts will vary from schedule to schedule, the two nurses need to inform the NUA of their selected shifts within one week of the posting of the schedule.
4. The above schedules shall conform with the scheduling provisions of the Collective Agreement.
5. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.



6. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse will be required to work.
7. The Nursing Manager will be able to require that each job sharer work some day shifts for the purpose of education, performance appraisal and professional development activities.
8. Coverage for Illness, Vacation, LOA's:
  - a) It is hoped that both job sharers will cover each other's incidental illnesses. If one cannot cover the other, the Unit Manager must be notified in the usual manner to book coverage.
  - b) While job sharers are not required to cover for their partner in the case of unplanned prolonged or extended absences it is hoped that the partner will be able to cover planned absences, including vacation, of up to 3 consecutive weeks duration. The specific coverage will be negotiated with the Nursing Unit Administrator.
  - c) Pregnancy and other Leaves of Absences: In the event that one member of the job sharing arrangement goes on a leave of absence, the coverage will be negotiated with the Nursing Unit Administrator and it is expected that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
9. Implementation: Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
10. If a request to job share is agreed to by the employer, the incumbent full-time nurse wishing to share her position may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
11. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or revert into an available part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.





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

Dated at Toronto, Ontario, this 31 day of July, 2000.

FOR THE ASSOCIATION

Mary Grew M.D.  
Marcia Taylor President

FOR THE HOSPITAL

Anne Mandino  
John Z. Brown



**MEMORANDUM OF AGREEMENT**

between

MOUNT SINAI HOSPITAL

and

ONTARIO NURSES' HOSPITAL

Re: NICU Schedule

---

1. The parties agree that this Memorandum of Agreement represents a full and binding settlement of the above noted matter.
2. The parties acknowledge that- all information in our possession at the time regarding this schedule was made available to all members of the Bargaining Unit.
3. The parties agree that no nurses, whether currently working on staff, or newly hired, will be required to work this schedule. Any nurse wishing to opt out of the present rotation will be required to give the Hospital 8 weeks notice.
4. The schedule as agreed upon, constitutes an exception as contemplated in Article D.5 (a) and D.8 (a); Subsection 2. However, if any nurse is asked to work on any weekend day, in excess of the master rotation, Article D.8 applies.
5. Once a nurse has complied with the number of predetermined, prescheduled shifts necessary to make up full-time hours (1950) any additional shift worked thereafter will be paid at the appropriate premium rate.
6. The parties agree all make up shifts will be worked in the appropriate calendar year (pro-rated for nurses starting this schedule after January 1<sup>st</sup>).
7. The parties agree to look towards self scheduling on any unit contemplating the "NICU Schedule", prior to discussions of same.



8. The parties agree that all nurses currently working this schedule will be signatory to the Memorandum of Agreement.
9. Prior to any nurse working this schedule, she/he shall be apprised of the conditions outlined in this Memorandum.
10. The parties agree that this schedule will not be used as a precedent on any other nursing unit or during negotiations, nor the basis of any future **estoppel** argument by the Hospital.
11. The parties agree that this settlement is without prejudice on the part of either party.

Dated at Toronto, Ontario, this 31 day of July, 2000

FOR THE ASSOCIATION

Mary Ellen LRO  
Marcia Taylor President

FOR THE HOSPITAL

Anne Mandino  
John J. Bennett



**LETTER OF UNDERSTANDING**

between

ONTARIO NURSES' ASSOCIATION

and

MOUNT SINAI HOSPITAL

**Re: 2D 2N Extended Tour Schedules**

---

- (1) When the Hospital and the Union agree, the **2D 2N** extended tour schedule may be instituted when eighty (**80%**) percent of the employees on a particular nursing unit have so indicated by secret ballot. For employees who indicate to their Unit Manager that they do not wish to work extended tours, the Hospital will endeavour to schedule these nurses on a normal shift rotation.
- (2) When less than eighty (**80%**) percent of the staff on a particular nursing unit vote, as outlined in paragraph 1, in favour of the **2D 2N** extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination **2D 2N** extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.
- (3) The eighty (**80%**) percent figure above may be varied by mutual agreement between the parties.
- (4) The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in paragraph 1.
- (5) At any meeting with the Employer to discuss the **2D 2N** schedule, a member of the Local executive should be in attendance.
- (6) The **2D 2N** schedule may be discontinued in any unit when:
  - (i) eighty (**80%**) percent of the nurses in a unit so indicate by secret ballot; or
  - (ii) the Hospital decides to do so because of:
    - (1) adverse effects on patient care, or
    - (2) inability to provide a workable staffing schedule, or





- (3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule:
  - (iii) When notice of discontinuance is given by either party in accordance with number (ii) above, then:
    - (1) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
    - (2) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended;
  - (iv) The Local Association will be informed of the results of the secret ballot within seven (7) days.
7. The scheduling provisions contained in Article F.3 are applicable save and except for the following:
- (a) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth (5th) and subsequent day until a day off is scheduled.
  - (b) Employees shall receive every third (3rd) weekend off, which shall consist of six (6) consecutive extended tours, which shall commence no later than 1930 hours Friday.

An employee will receive premium pay as defined in Article 14 for all hours worked on a third (3rd) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:

- (i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- (ii) Such employee has requested weekend work; or
- (iii) Such weekend is worked as the result of an exchange of shifts with another employee.



- (c) All schedules will be done on the basis that each full-time employee will be scheduled for **1950** hours per year.

Dated at Toronto, Ontario, this 31 day of July, 2000.

FOR THE ASSOCIATION

Ray Brew CEO  
Michael Jagan President

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FOR THE EMPLOYER

Anne Mandino  
John Smith

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**LETTER OF UNDERSTANDING**

between

ONTARIO NURSES' ASSOCIATION

and

MOUNT SINAI HOSPITAL

The parties agree to **re-open** negotiations, at either parties request, to address new local issues that may arise from the recent central hospital settlement.

Dated at Toronto, Ontario, this 31 day of July, 2000.

**FOR THE UNION**

Raymond Ho  
Marcie Jayak President

**FOR THE EMPLOYER**

Anne Mandino  
Julie Smith

