

COLLECTIVE AGREEMENT

(LOCAL PROVISIONS)

BETWEEN

HAMILTON CIVIC HOSPITALS

AND

ONTARIO NURSES' ASSOCIATION

FULL-TIME

PART-TIME

EXPIRY DATE: MARCH 31, 1991

JUL 31 1989

ENTERED

2558704.

FULL-TIME
PART-TIME
SUMMARY OF CONTENTS

| COLLECTIVE AGREEMENT | APPENDIX | PAGE NO. |
|---------------------------------|------------------------------|-----------------|
| FULL-TIME | 3 Salary Schedule | 1 |
| | 4 Superior Conditions | 3 |
| | 5 Local Provisions | 7 |
| PART-TIME | 3 Salary Schedule | 21 |
| | 4 Superior Conditions | 24 |
| | 5 Local Provisions | 26 |
| JOB SHARING | | 38 |

COLLECTIVE AGREEMENT

(LOCAL PROVISIONS)

BETWEEN

HAMILTON CIVIC HOSPITALS

AND

ONTARIO NURSES' ASSOCIATION

FULL-TIME

4 1

| Effective | Non-Registered Nurse | Registered Nurse | Assistant Head Nurse | Senior Staff Nurse | Clinical Instructor | Nurse Clinician | Coordinator |
|---------------|----------------------|------------------|----------------------|--------------------|---------------------|-----------------|-------------|
| April 1, 1988 | Start | 1 Year | 1 Year | 1 Year | 1 Year | 1 Year | 1 Year |
| STEP 1 | 2497.60 | 2593.93 | 2536.22 | 2636.99 | 2684.72 | 2728.49 | 2778.97 |
| STEP 2 | 15.3699 | 15.9626 | 16.2229 | 16.5230 | 16.8956 | 17.2484 | 17.6337 |
| STEP 3 | 2684.99 | 2745.53 | 2802.87 | 2865.48 | 2929.99 | 2997.98 | 3072.93 |
| STEP 4 | 2763.67 | 2825.96 | 2881.64 | 2944.28 | 3002.64 | 3072.98 | 3152.93 |
| STEP 5 | 17.0100 | 17.3900 | 17.7300 | 18.1200 | 18.5100 | 18.9000 | 19.2900 |
| STEP 6 | 2797.44 | 2877.75 | 2969.64 | 3065.30 | 3167.11 | 3274.24 | 3387.10 |
| STEP 7 | 17.2150 | 17.4631 | 17.7556 | 18.1487 | 18.5478 | 19.0355 | 19.4284 |
| STEP 8 | 2954.59 | 2993.61 | 3040.30 | 3104.32 | 3179.59 | 3273.02 | 3325.14 |
| STEP 9 | 18.1824 | 18.4222 | 18.7096 | 19.1035 | 19.4983 | 19.8937 | 20.2897 |
| STEP 10 | 3018.79 | 3126.25 | 3163.59 | 3209.16 | 3273.02 | 3325.14 | 3387.10 |
| April 1, 1989 | Start | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | 6 Years |
| STEP 1 | 2547.55 | 2684.72 | 2728.49 | 2778.97 | 2848.49 | 2907.98 | 2972.93 |
| STEP 2 | 16.5213 | 16.8213 | 17.1213 | 17.4213 | 17.7213 | 18.0213 | 18.3213 |
| STEP 3 | 2810.09 | 2860.40 | 2910.71 | 2961.02 | 3011.33 | 3061.64 | 3111.95 |
| STEP 4 | 17.2900 | 17.6000 | 17.9100 | 18.2200 | 18.5300 | 18.8400 | 19.1500 |
| STEP 5 | 2627.06 | 2766.95 | 2810.09 | 2860.40 | 2931.93 | 2989.70 | 3054.69 |
| STEP 6 | 16.1700 | 17.0300 | 17.8900 | 18.7500 | 19.6100 | 20.4700 | 21.3300 |
| STEP 7 | 2748.15 | 2895.35 | 2937.07 | 2986.27 | 3059.76 | 3115.24 | 3180.25 |
| STEP 8 | 17.8176 | 18.0743 | 18.3310 | 18.5877 | 18.8444 | 19.1011 | 19.3578 |
| STEP 9 | 3058.05 | 3088.05 | 3096.99 | 3146.71 | 3220.73 | 3275.50 | 3340.32 |
| STEP 10 | 18.8187 | 19.0670 | 19.3153 | 19.5636 | 19.8119 | 20.0602 | 20.3085 |
| STEP 11 | 2906.59 | 2996.05 | 3096.99 | 3146.71 | 3220.73 | 3275.50 | 3340.32 |
| STEP 12 | 17.8867 | 18.1867 | 18.4867 | 18.7867 | 19.0867 | 19.3867 | 19.6867 |
| STEP 13 | 3079.17 | 3235.67 | 3274.32 | 3321.48 | 3395.76 | 3449.83 | 3514.12 |
| STEP 14 | 18.9487 | 19.9118 | 20.1496 | 20.4399 | 20.8970 | 21.2298 | 21.6253 |

The regular straight time monthly/hourly salary rates shall be as follows:

SALARY SCHEDULE

| Effective April 1, 1990 | | Start STEP 1 | 1 Year STEP 2 | 2 Years STEP 3 | 3 years STEP 4 | 4 Years STEP 5 | 5 Years STEP 6 | 6 Years STEP 7 | 7 Years STEP 8 | 8 Years STEP 9 | 9 Years STEP 10 |
|---|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Non-Registered Nurse | monthly hourly | 2649.46 16.3043 | 2792.11 17.1822 | 2837.63 17.4623 | 2890.13 17.7854 | 2962.43 18.2303 | 3024.30 18.6111 | 3091.85 19.0268 | 3166.79 19.4879 | 3214.29 19.7802 | 3262.50 20.0769 |
| Registered Nurse | monthly hourly | 2732.14 16.8100 | 2877.63 17.7100 | 2922.49 17.9800 | 2974.82 18.3100 | 3049.21 18.7600 | 3109.29 19.1300 | 3176.88 19.5500 | 3251.98 20.0100 | 3300.75 20.3100 | 3350.26 20.6200 |
| Assistant Head Nurse | monthly hourly | 2858.08 17.5882 | 3011.17 18.5303 | 3054.55 18.7973 | 3105.72 19.1121 | 3182.15 19.5824 | 3239.85 19.9375 | 3307.46 20.3536 | 3382.71 20.8167 | 3433.4s 21.1289 | 3484.95 21.4459 |
| Senior Staff Nurse Clinical Instructor | monthly hourly | 3022.85 18.6022 | 3180.37 19.5715 | 3222.32 19.8297 | 3272.58 20.1390 | 3349.56 20.6127 | 3406.52 20.9632 | 3473.93 21.3780 | 3549.55 21.8434 | 3602.79 22.1710 | 3656.83 22.5036 |
| Nurse Clinician Coordinator | monthly hourly | 3202.33 19.7067 | 3365.10 20.7083 | 3405.29 20.9556 | 3454.34 21.2575 | 3531.59 21.7328 | 3587.83 22.0789 | 3654.68 22.4904 | 3730.33 22.9559 | 3786.29 23.3002 | 3843.08 23.6497 |

SUPERIOR CONDITIONS

| Clause# | Central Portion of Collective Agreement (Full-Time) | Application Clause from Existing Collective Agreement |
|----------|---|---|
| 2.02 | 2.3 | A Graduate Nurse is defined as a Nurse with registration incomplete who is a graduate of a program acceptable to the College of Nurses' of Ontario and is either in the process of being registered by the College of Nurses' of Ontario or is completing registration requirements. This registration to be completed within twenty-four (24) months of employment. This applies to all employees hired between January 1, 1973 and October 22, 1981 within the scope of this Agreement. Failure to register within the time may result in dismissal, without recourse to the grievance procedure. |
| 5 (Note) | 4.14 | To provide the Association with the names and classification of nurses within one month of: <ul style="list-style-type: none"> <li data-bbox="418 993 750 1016">(a) date of their employment, <li data-bbox="418 1034 862 1116">(b) transfer from Management to the Collective Agreement Unit and vice versa. <li data-bbox="418 1134 772 1157">(c) termination of employment. |

12.02

Schedule 'D' - Sick Leave Gratuity

In accordance with Article 12 of the Central portion of the Collective Agreement, nurses employed prior to October 23, 1981 will be eligible for sick leave 'cash-out' on the following basis:

12.03 (b) 11.(1) A nurse with not less than five (5) years' seniority shall, on termination of employment for reasons other than discharge for just cause, receive fifty percent (50%) of his unused sick leave credit accumulated at his current rate of pay to a maximum of 180 days' pay.

-76f-1

(2) Upon retirement, pursuant to any of the Board's Plan, a nurse who has had unbroken service with the Board, or with the Board and the City Corporation, prior to the general management, operation and maintenance of the Hamilton Civic Hospitals being transferred to the Board, for a period commencing prior to the first day of January 1950, is entitled to a gratuity in an amount equal to his wages or salary for the whole number of days of sick leave allowance standing to his credit, to a maximum of twenty-six (26) weeks at the rate received by him at date of retirement, or he may elect to receive the benefit as outlined in 11.(1) above in lieu thereof.

76e-1

12.03 (b) 12. Clause II will apply:

(a) If, after a lay-off he fails to return to work within five (5) working days after notice is given to return.

(b) upon expiration of a period of twelve (12) months of lay-off, or

- (c) upon the expiration of a period of leave of absence if he does not return to work immediately on expiration of the leave of absence.
13. When a nurse dies while still an employee of the Board, his personal representative is entitled to receive payment of a gratuity calculated as above to date of death or to date of retirement.
- 16.01(f) 16. All nurses who were employed prior to October 23, 1981 and who are Clinical Instructors and above who:
- .521 have less than twelve (12) months; 1.66 days calculated to the next half day for each full calendar month beginning with the first day of the month; or
- .522 have completed twelve (12) months and thereafter four (4) weeks which shall not exceed twenty (20) days' pay.
- 18.05 24.2 **Immunization** - A nurse, upon request, may receive injections for the prevention of poliomyelitis, tetanus, flu, smallpox or when a nurse is exposed to communicative or infectious diseases for which there are available protective medications, such medications shall be administered free of cost to the nurse.
- 24.3 A nurse who contracts staphylococcus infection shall receive full treatment and medications at the expense of the Hospitals.

19.09**Educational Bonus**

The below mentioned bonuses are for nurses utilizing the additional preparation in the position held:

(a) For all nurses from Canadian recognized education programs.

| Ass't Head Nurse and Registered Nurse | Above Ass't Head Nurse |
|--|-----------------------------------|
|--|-----------------------------------|

CHA Nursing
Adm.

or 6 months

Post-Graduate
course

| | |
|-------------------|-------------------|
| \$15.00 per month | \$15.00 per month |
|-------------------|-------------------|

1 Year University

| | |
|-------------------|-------------------|
| \$15.00 per month | \$40.00 per month |
|-------------------|-------------------|

Baccalaureate

Degree

| | |
|-------------------|-------------------|
| \$15.00 per month | \$80.00 per month |
|-------------------|-------------------|

Master's Degree

| |
|--------------------|
| \$120.00 per month |
|--------------------|

(b) Nurses with non-Canadian qualifications to be evaluated on an individual basis within ninety (90) days - retroactively.

LOCAL PROVISIONS

TABLE OF CONTENTS

| ARTICLE HEADING | SUB- ARTICLE | PAGE NO. |
|--|-------------------------|---------------------|
| A SCOPE | | 9 |
| B INTERPRETATION | | 9 |
| Nurse | B-1 | 9 |
| Tour Schedule | B-2 | 9 |
| Tour | B-3 | 9 |
| C MANAGEMENT RIGHTS | | 9 |
| D REPRESENTATION AND COMMITTEES | | 10 |
| Nurse Representative | D-1 | 10 |
| Union Grievance Committee | D-2 | 11 |
| Joint Grievance Committee | D-3 | 11 |
| Hospital Association Committee | D-4 | 11 |
| Negotiation Committee | D-5 | 11 |
| Interview Newly Hired Nurses | D-6 | 11 |
| E LEAVE OF ABSENCE (ASSOCIATION BUSINESS) | | 11 |
| F VACATIONS | | 12 |
| Disputes | F-1 | 12 |
| Scheduling | F-2 | 12 |
| Exchanges | F-3 | 12 |
| Scheduling | F-4 | 12 |
| Pay Advances | F-5 | 12 |

| ARTICLE HEADING | SUB- ARTICLE | PAGE NO. |
|-------------------------------------|-------------------------|---------------------|
| G PAID HOLIDAYS | | 13 |
| Holidays | G-1 | 13 |
| Scheduling | G-2 | 13 |
| Lieu Days | G-3 | 13 |
| Tour Definition | G-4 | 14 |
| Scheduled Vacation | G-5 | 14 |
| Scheduled Day Off | G-6 | 14 |
| H HOURS OF WORK - SCHEDULING | | 14 |
| Posting | H-1 | 14 |
| Calendar Day (Tour) | H-2 | 14 |
| Scheduling Requirements | H-3 | 14 |
| Stand-By | H-4 | 17 |
| Overtime Lieu Time | H-5 | 17 |
| I TERMINATION OF EMPLOYMENT | | 17 |
| J MISCELLANEOUS | | 17 |
| Launder Uniforms | J-1 | 17 |
| Bulletin Boards | J-2 | 17 |
| Seniority Lists | J-3 | 18 |
| Pre-Paid Leave Allotment | J-4 | 18 |
| K VALIDITY | | 18 |
| L EXTENDED TOUR | | 18 |
| Purpose | L-1 | 18 |
| Introduction | L-2 | 18 |
| Discontinuation | L-3 | 18 |
| Requirements of Discontinuation | L-4 | 19 |
| Scheduling | L-5 | 19 |
| Transition | L-6 | 20 |
| Scheduling Between Tour | L-7 | 20 |

ARTICLE A - SCOPE

- A-1 The Hospital recognizes the Association as the bargaining agent for all regular full-time nurses, as defined in Article 2.03, engaged in the classifications set forth in Appendix 1.

ARTICLE B - INTERPRETATION

- B-1 'Nurse' -Wherever this term is used in this Agreement it shall mean Registered and/or Graduate Nurse coming within the scope of this Agreement as defined in Article A-1 hereof and engaged in one of the classifications set forth in Appendix 1 hereof.
- B-2 'Tour Schedule' is a written statement setting forth the days and hours upon which nurses are normally required to work and the days upon which nurses are normally scheduled to be off work.
- B-3 'Tour' means consecutive working hours for a nurse.

ARTICLE C - MANAGEMENT RIGHTS

- C-1 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of Management are retained by the Management and remain exclusively and without limitation within the rights of Management.
- C-2 Without limiting the generality of the foregoing, Management's rights include:
- (a) The right to maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce from time, to time, reasonable rules and regulations, policies and practices, to be observed by its employees, and the right to discipline or dismiss employees, for just cause.

- (b) The direction of the working forces; the right to plan, direct and control the operation of the Hospitals; the right to introduce new and improved methods, facilities and equipment; the right to determine: the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards and quality of care, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.
 - (c) The right to select, hire, discipline, dismiss, transfer, assign to shift, promote, demote, classify, lay-off, recall, suspend employees and select employees for positions not covered by this Agreement.
 - (d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in these Hospitals.
- C-3 The exercise of any of these rights will not be inconsistent with the provision of this Agreement.
- C-4 The Hospitals will inform the Association and the staff affected, as far in advance as possible, of any Ward closures in excess of two (2) weeks and the expected length of such closure.

ARTICLE D • REPRESENTATION & COMMITTEES

- D-1 With reference to Article 6.01(a), there shall be one (1) Nurse Representative for each twenty (20) nurses.

General Staff Nurses

- Report to: Head Nurse, Ward Unit

Assistant Head Nurses

- Report to: Head Nurse, Ward Unit

Senior Staff Nurses (O.R.)

- Report to: Supervisor, O.R.

General Staff Nurses (O.R.)

- Report to: Supervisor, O.R.

Clinical Instructor (O.R.)

- Report to: Supervisor, O.R.

In-service Education Instructor

- Report to: Coordinator, In-service Education

- D-2 With reference to Article 6.01(b), the Grievance Committee shall consist of up to five (5)nurses. The total number of nurses on the Grievance Committee, including both full-time and part-time, shall not exceed six (6).
- D-3 With reference to Article 6.01(b), the Joint Grievance Committee shall consist of:
The Grievance Committee,
The Director of Human Resources and/or delegate,
Three other Representatives of Management,
and at Step 3 The President and Chief Executive Officer and/or delegate.
- D-4 With reference to Article 6.02, the Hospital-Association Committee shall consist of up to five (5) nurses' representatives. The total number of nurses' representatives on the Committee, including both full-time and part-time, shall not exceed six (6). The number of Hospital representatives on the Committee shall not exceed the number of Association representatives.
- D-5 With reference to Article 6.03, the Negotiating Committee shall consist of up to five (5)nurses. The total number of nurses on the Negotiating Committee, including both full-time and part-time shall not exceed six (6).
- D-6 The interview of newly hired nurses provided for in Article 5.06 shall take place within the Orientation Program.

ARTICLE E - LEAVE OF ABSENCE - ASSOCIATION BUSINESS

- E-1 With reference to Article 11.02, the number of nurses nominated shall not exceed one (1) from any one department and a total of five (5)nurses at any one time and up to a total of one-hundred and ten (110) working days in each calendar year. The Association will endeavour to submit requests for leave of absence under this clause at least two (2) weeks in advance. Failure to do so may result in such request not being granted, except in cases with respect to Industrial Relations matters where the time limits are beyond the control of O.N.A.

ARTICLE F - VACATIONS

- F-1 Vacation quotas on any unit/area shall not be unduly restrictive. Disputes in the scheduling of vacation which cannot be resolved between all of the parties will be decided on the basis of seniority.
- F-2 Nurses will state their vacation preferences in writing by March 1st of each year. Vacations will be allotted on a fair basis and resulting vacation ~~schedule~~ will be posted by April 1st of each year. Nurses wishing to reschedule vacations posted for the period November 1 of the current year to March 31 of the following year may request such change, in writing, by October 1st. The resulting revised vacation schedule will be posted by November 1st.
- F-3 Nurses wishing to exchange vacation periods after they have been posted, shall make such request in writing to their supervisor.
- F-4 Vacations earned during the period May 1st of the preceding year to April 30th of the current year shall be taken during the period of April 1st of the current calendar year to March 31st of the following calendar year.
- F-5 Any nurse going on vacation shall, on request, be paid her vacation pay prior to the commencement of her vacation, subject to the following:
The nurse must complete the vacation pay advance form and submit it to her supervisor three (3) weeks prior to the pay day for which the advance is required. The nurse must have sufficient hours of vacation entitlement to cover the advance requested.
The advance may be for an estimated five (5) days, or multiples of five (5), depending upon the nurse's request and number of days on vacation.

The number of days of vacation must be equal to **or greater than the number of days' advance** requested. The advance will be made available on the pay day immediately preceding the period of the advance.

ARTICLE G - PAID HOLIDAYS

- G-1** The eleven (11) paid holidays referred to in Article 15.01 shall be:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Dominion Day
Civic Holiday (1st Monday in August)
Labour Day
Thanksgiving Day
Christmas Day
The second Monday in February

If Heritage Day is proclaimed as a statutory holiday, it will be in place of the second Monday in February.

The twelfth (12th) paid holiday referred to in Article 15.01 will be scheduled on the second Monday in November.

- G-2** The Hospitals will endeavour to allocate the above holidays on an equitable **basis**.
- G-3** The lieu day referred to in Article 15 of the Collective Agreement will be scheduled within the period of one (1) month prior to or one (1) month after the date of the holiday; such day to be mutually agreed upon between the nurse and the Hospital. If such mutually satisfactory day cannot be scheduled within thirty (30) calendar days before or after the holiday, the date of the lieu day will be scheduled by the Hospital. Any request for a lieu day will be placed in writing by the nurse.

- G-4** 'Tour' means consecutive working hours for an employee. The day, measured on a midnight to midnight basis, during which the majority of the hours of a tour are worked shall determine the calendar day to which that tour belongs.
- G-5** When a designated holiday falls during a nurse's scheduled vacation, the additional day off with pay referred to in Article 15.04(a) is to be granted at a time mutually agreed upon between the nurse and the Hospitals which will not interfere with the efficient operation of her Department.
- G-6** When a designated holiday falls on a nurse's scheduled day off, the additional day off with pay referred to in Article 15.04(b) is to be granted at a time mutually agreed upon between the nurse and the Hospitals which will not interfere with the efficient operation of her Department.

ARTICLE H · HOURS OF WORK · SCHEDULING

- H-1** With reference to Article 14.12, tour schedules showing the days and hours to be worked and days off will be posted at least six (6) weeks in advance.
- H-2** The day measured on a midnight to midnight basis on which the majority of the hours of a tour are worked, determines the calendar day to which that tour belongs.
- H-3** Tour schedules will be drawn up to embody the following conditions:
- (a) four (4) days off in a two (2) week period and normally two (2) days off at a time shall be scheduled. Split days off may be scheduled by mutual consent.
 - (b) a nurse shall not be required to work more than seven (7) consecutive days without days off except by mutual written consent. if a

nurse is required to work more than seven (7) consecutive days without written mutual consent, she shall be paid premium payment in accordance with Article **14.03** for every consecutive day worked after the seventh day.

- (c) at least one **(1)** weekend off in three **(3)** shall be scheduled and more frequently where possible. A nurse will receive premium payment in accordance with Article **14.03** for all hours worked on a third consecutive and subsequent weekend save and except where:
 - such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
 - such nurse has requested weekend work, or
 - such weekend is worked as the result of an exchange of shifts with another nurse.
- (d) a period of two **(2)** consecutive tours off shall be scheduled between changes of tour and at least forty-eight **(48)** consecutive hours off shall be scheduled following a night tour. A shorter period of time between change of tour may be scheduled by mutual consent. If the employer fails to schedule a period of sixteen **(16)** consecutive hours off between tours of duty or at least forty-eight **(48)** consecutive hours off following a night tour, the employer will pay to the nurse premium payment in accordance with Article **14.03** for the following tour of duty worked.
- (e) equal distribution of tours will be scheduled to each nurse, who normally rotates through all three tours within the areas in which she works.

- (f) the Hospital recognizes the principle of equal times on days as on other tours combined. However, where this is not possible, the Hospital assures that a nurse shall have at least a minimum of time on day duty equal to a regular period of time on one of the other tours.
- (g) a nurse will have either Christmas or New Year's time off. Time off at Christmas will include Christmas Eve (December 24), Christmas Day (December 25) and Boxing Day (December 26) and time off at New Year's shall include New Year's Eve (December 31), and New Year's Day (January 1). The choice will be given to the nurses in each area as to which of these two (2) holidays they prefer off and Master Rotations may be waived from December 15th to January 15th. When there is a conflict of choice, no nurse will be required to work two (2) consecutive Christmas holidays or two (2) consecutive New Year's holidays. A nurse will be scheduled three (3) consecutive days off at either Christmas or New Year's time. For the purpose of clarification the waiver mentioned above refers to the period covered by Master Rotations commencing the Saturday closest to December 15th.
- (h) requests for change in posted tour schedules must be submitted in writing to the Head Nurse or Supervisor and co-signed by a nurse willing to exchange days off or tours. No nurse may exchange tours without the permission of the Head Nurse or Supervisor. Such permission will not be unreasonably withheld. It is understood that such change in tours initiated by the nurse shall not result in overtime payments. Requests for such changes in tours will be submitted as far in advance as possible.

- H-4 With reference to Article 14.07, no nurse shall be required to stand-by on her scheduled day or days off.
- H-5 Where a nurse chooses equivalent time-off in accordance with Article 14.09 of the Collective Agreement, such time off must be taken within sixty (60) calendar days of the overtime being worked, at a time to be mutually agreed upon between the nurse and her immediate supervisor. If no mutually agreeable time is found within the sixty (60) day period, overtime pay will be paid in accordance with the terms of the Collective Agreement.

ARTICLE I - TERMINATION OF EMPLOYMENT

- I-1 Nurses shall give the Hospitals two (2) calendar weeks' written notice of resignation except in cases of emergency. The Hospitals shall give nurses at least two (2) calendar weeks' written notice of termination or pay in lieu thereof. This clause does not apply to dismissal for just cause or layoff.

ARTICLE J - MISCELLANEOUS

- J-1 The Hospitals agree to launder uniforms without charge provided such uniforms conform to ordinary standards and do not require special handling. The Hospitals shall continue to provide scrub caps, dresses and lab coats when this is required by the Hospital, at no cost to the nurse.
- J-2 The Hospital will provide one (1) bulletin board at each Hospital for the sole use of the Association and will allow the Association to post notices thereon, subject to Hospital policy.

- J-3 With reference to Article 10.02, seniority lists shall be provided on September 1st and March 1st.
- J-4 it is understood that in accordance with Article 11.11 of the Collective Agreement, the number of nurses that may be absent at any one time shall be one (1) nurse per area to a maximum of ten (10) nurses at a Hospital or more at the discretion of the Hospital.

ARTICLE K • VALIDITY

- K-1 Where any provision of this Agreement or any practice thereunder is at any time contrary to law this Agreement is not to be deemed to be abrogated but is to be deemed to be amended so as to make the provisions of this Agreement conform to the law.

ARTICLE L • EXTENDED TOUR

35f-7

- L-1 The purpose of this Article is to vary certain terms of the Collective Agreement for the implementation and discontinuation of an extended tour schedule within a unit. With the exception of specific variations set forth in this Article, all other conditions and terms of the Collective Agreement shall remain in force and in effect.
- L-2 Extended tours shall be introduced into any unit when;
- (i) ~~sixty-six~~ and two-thirds percent (~~66~~⁶⁶/₃%) of the nurses in such unit so indicate by secret ballot, and
 - (ii) the Hospital agrees to implement the extended tour in the unit. It is understood such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner.
- L-3(a) An extended tour may be discontinued in any unit when;

- (i) sixty-six and two-thirds percent (66 2/3%) of the nurses in such unit so indicate by secret ballot, or
- (ii) the Hospital because of;
 - (a) adverse effects on patient care, or
 - (b) inability to provide a workable staffing schedule, or
 - (c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary

states its intention to discontinue the extended tour in such unit.

L-3(b) The secret ballot referred to in **L3(a)(i)** above shall not take place, unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.

L-4 If an extended tour in a unit is discontinued in accordance with L-3 above, it is agreed that;

- (i) the parties shall meet within two (2) weeks of the decision to discontinue the extended tour in such unit to review the decision, and
- (ii) the affected unit shall be given sixty (60) days' notice before the schedules are so amended.

L-5 A nurse shall not be required to work more than three (3) consecutive days without days off except by mutual written consent. If a nurse is required to work more than three (3) consecutive days without written consent, the Hospital will pay the nurse premium payment in accordance with Article 14.03 of the Collective Agreement for every consecutive day worked following the third consecutive day worked.

At least one weekend off in two (2) shall be scheduled and more frequently where possible. A

nurse will receive premium payment, in accordance with Article 14.03 of the Collective Agreement, for all hours worked on the second consecutive weekend and for every consecutive weekend worked following the second consecutive weekend worked. Such shall not apply where;

1. such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
2. such nurse has requested weekend work, or
3. such weekend has been worked as the result of an exchange of shifts with another nurse.

L-6 The scheduling requirements embodied in Article 13 and Article 14 and Appendix 5 Article H of the Collective Agreement are waived during the transition period from a regular tour schedule to an extended tour schedule, or vice-versa.

L-7 There shall be a minimum of twelve (12) hours scheduled off between tours of duty. Should the Hospital schedule less than twelve (12) hours between tours, the nurse shall be paid premium payment in accordance with Article 14.03 of the Collective Agreement for the entire tour worked.

The schedule indicated above is the schedule referred to under Article H-1 of the Collective Agreement.

COLLECTIVE AGREEMENT

(LOCAL PROVISIONS)

BETWEEN

HAMILTON CIVIC HOSPITALS

AND

ONTARIO NURSES' ASSOCIATION

PART-TIME

APPENDIX 3

SALARY SCHEDULE

The regular straight time hourly salary rates shall be as follows:

| Effective | Start | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | 6 Years | 7 Years |
|---|------------------|---------|---------|---------|---------|---------|---------|---------|
| April 1, 1988 | STEP1 | STEP2 | STEP3 | STEP4 | STEP5 | STEP6 | STEP7 | STEP8 |
| Non-Registered Nurse | 15.3699 | 15.9626 | 16.2229 | 16.5230 | 16.8956 | 17.2484 | 17.6337 | 18.0611 |
| Registered Nurse | <u>B 15.8500</u> | 16.4500 | 16.7100 | 17.0100 | 17.3900 | 17.7300 | 18.1200 | 18.5500 |
| Assistant Head Nurse | 16.5801 | 17.2150 | 17.4631 | 17.7556 | 18.1487 | 18.4778 | 18.8634 | 19.2926 |
| Senior Staff Nurse Clinical Instructor | 17.5360 | 18.1824 | 18.4222 | 18.7096 | 19.1035 | 19.4284 | 19.8128 | 20.2441 |
| Nurse Clinician Co-ordinator | 18.5772 | 19.2385 | 19.4683 | 19.7487 | 20.1417 | 20.4624 | 20.8437 | 21.2751 |

APPENDIX 3

SALARY SCHEDULE

The regular straight time hourly salary rates shall be as follows:

| Effective | Start | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | 6 Years | 7 Years | 8 Years |
|---|------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| April 1, 1989 | STEP 1 | STEP2 | STEP3 | STEP4 | STEP5 | STEP6 | STEP7 | STEP8 | STEP9 |
| Non-Registered Nurse | 15.6773 | 16.5213 | 16.7907 | 17.1013 | 17.5291 | 17.8952 | 18.2950 | 18.7384 | 19.0195 |
| Registered Nurse | <u>B 16.1700</u> | 17.0300 | 17.2900 | 17.6000 | 18.0400 | 18.4000 | 18.8000 | 19.2400 | 19.5300 |
| Assistant Head Nurse | 16.9117 | 17.8176 | 18.0743 | 18.3771 | 18.8293 | 19.1707 | 19.5708 | 20.0160 | 20.3163 |
| Senior Staff Nurse Clinical Instructor | 17.8867 | 18.8187 | 19.0670 | 19.3644 | 19.8199 | 20.1569 | 20.5558 | 21.0032 | 21.3183 |
| Nurse Clinician Co-ordinator | 18.9487 | 19.9118 | 20.1496 | 20.4399 | 20.8970 | 21.2298 | 21.6253 | 22.0730 | 22.4041 |

APPENDIX3

SALARY SCHEDULE

The regular straight time hourly salary rates shall be as follows:

| Effective | Start | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | 6 Years | 7 Years | 8 Years | 9 Years |
|---|----------------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| April 1, 1990 | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
| Non-Registered Nurse | 16.3043 | 17.1822 | 17.4623 | 17.7854 | 18.2303 | 18.6111 | 19.0268 | 19.4879 | 19.78.02 | 20.0769 |
| Registered Nurse | <u>16.8100</u> | 17.7100 | 17.9800 | 18.3100 | 18.7600 | 19.1300 | 19.5500 | 20.0100 | 20.3100 | 20.6200 |
| Assistant Head Nurse | 17.5882 | 18.5303 | 18.7973 | 19.1121 | 19.5824 | 19.9375 | 20.3536 | 20.8167 | 21.1289 | 21.4459 |
| Senior Staff Nurse Clinical Instructor | 18.6022 | 19.5715 | 19.8297 | 20.1390 | 20.6127 | 20.9332 | 21.3780 | 21.8434 | 22.1710 | 22.5036 |
| Nurse Clinician Co-ordinator | 19.7067 | 20.7083 | 20.9556 | 21.2575 | 21.7328 | 22.0789 | 22.4904 | 22.9559 | 23.3002 | 23.6497 |

SUPERIOR CONDITIONS

Clause#

Central **Portion** Application Clause from Existing
 of Collective Agreement
 Agreement
 (Part-Time)

- 2.02 2.4 A Graduate Nurse is defined as a Nurse with registration incomplete who is a graduate of a program acceptable to the College of Nurses' of Ontario and is either in the process of being registered by the College of Nurses' of Ontario or is completing registration requirements. This registration to be completed within twenty-four (24) months of employment. This applies to all employees hired between January 1, 1973 and October 22, 1981, within the scope of this Agreement. Failure to register within the time may result in dismissal, without recourse to the grievance procedure.
- 5 (Note) 4.14 To provide the Association with names and classification of nurses within one month of:
- (a) date of employment,
 - (b) transfer from Management to the Collective Agreement Unit and vice versa,
 - (c) termination of employment,
 - (d) when transferred from Full-Time to Part-Time.

- 15 (Note) 18.7 A casual part-time nurse (Category 'B') who works on any of the eleven (11) recognized holidays listed in Appendix 5, Article H-1, will receive one and one-half (1 1/2) times her regular straight time hourly rate for all hours worked on such holiday.
- 16 (Note) 16.1 A casual part-time nurse (Category 'B') who was employed prior to October 23, 1981, shall be paid an amount equal to six percent (6%) of her pay for work performed during the period of May 1st of the preceding year to April 30th of the current year. Such amount will be paid on the nearest pay date to June 15th of the current year.
- 17.05 23.2 Immunization - A nurse, upon request, may receive injections for the prevention of poliomyelitis, tetanus, flu, smallpox or when a nurse is exposed to communicative or infectious diseases for which there are available protective medications, such medications shall be administered free of cost to the nurse.
- 17.05 23.3 A nurse who contracts staphylococcus infection shall receive full treatment and medications at the expense of the Hospitals.
- 18.09 21.10 Educational allowances now being paid to nurses shall continue in accordance with established hospital practice.

LOCAL PROVISIONS

TABLE OF CONTENTS

| ARTICLE HEADING | SUB- ARTICLE | PAGE NO. |
|---|-------------------------|---------------------|
| A SCOPE | | 28 |
| B INTERPRETATION | | 28 |
| Nurse | B-1 | 28 |
| Tour Schedule | B-2 | 28 |
| Tour | B-3 | 28 |
| C MANAGEMENT RIGHTS | | 29 |
| D REPRESENTATION AND COMMITTEES | | 29 |
| Nurse Representative | D-1 | 29 |
| Union Grievance Committee | D-2 | 29 |
| Joint Grievance Committee | D-3 | 30 |
| Hospital Association Committee | D-4 | 30 |
| Negotiation Committee | D-5 | 30 |
| Interview Newly Hired Nurses | D-6 | 30 |
| E LEAVES OF ABSENCE (ASSOCIATION BUSINESS) | | 30 |
| F VACATIONS | | 31 |
| Payment Date | F-1 | 31 |
| Disputes | F-2 | 31 |
| Scheduling | F-3 | 31 |
| Exchanges | F-4 | 31 |

| ARTICLE HEADING | SUB- ARTICLE | PAGE NO. |
|------------------------------------|-------------------------|---------------------|
| G HOURS OF WORK | | 31 |
| Commitment | G-1 | 31 |
| Category of Work | G-2 | 32 |
| Calendar Day (Tour) | G-3 | 32 |
| Scheduling Requirements | G-4 | 33 |
| Posting | G-5 | 33 |
| H PAID HOLIDAYS | | 33 |
| Holidays | H-1 | 33 |
| I TERMINATION OF EMPLOYMENT | | 33 |
| J VALIDITY | | 34 |
| K MISCELLANEOUS | | 34 |
| Seniority Lists | K-1 | 34 |
| Launder Uniforms | K-2 | 34 |
| Pre-Paid Leave Allotment | K-3 | 34 |
| L EXTENDED TOUR | | 34 |
| Purpose | L-1 | 34 |
| Introduction | L-2 | 35 |
| Discontinuation | L-3 | 35 |
| Requirements of Discontinuation | L-4 | 35 |
| Scheduling | L-5 | 36 |
| Transition | L-6 | 36 |
| Scheduling Between Tour | L-7 | 36 |

ARTICLE A - SCOPE

- A-1 The Hospital recognizes the Association as the exclusive bargaining agent for all part-time nurses as defined in Article 2.04 engaged in the classifications set forth in Appendix 1 hereto.

ARTICLE B - INTERPRETATION

- B-1** 'Nurse' -Wherever this term is used in this Agreement it shall mean Registered and/or Graduate Nurse coming within the scope of this Agreement as outlined in Appendix 1, and engaged to perform an employee's obligation to the employer.
- B-2** 'Tour Schedule' is a written statement setting forth the days and hours upon which nurses are normally required to work and the days upon which nurses are normally scheduled to be off work.
- B-3** 'Tour' means consecutive working hours for a nurse.

ARTICLE C - MANAGEMENT RIGHTS

- C-1** Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of Management are retained by the Management and remain exclusively and without limitation within the rights of Management.
- C-2** Without limiting the generality of the foregoing, Management's rights include:
- (a) The right to maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce from time to time,

reasonable rules and regulations, policies and practices, to be observed by its nurses, and the right to discipline or dismiss nurses for just cause.

- (b) The direction of the working forces; the right to plan, direct and control the operation of the Hospitals; the right to introduce new and improved methods, facilities and equipment; the right to determine: the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards and quality of care, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.
 - (c) The right to select, hire, discipline, dismiss, transfer, assign to shift, promote, demote, classify, lay-off, recall, suspend nurses and select nurses for positions not covered by this Agreement.
 - (d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in these Hospitals.
- C-3** The exercise of any of these rights will not be inconsistent with the provision of this Agreement.
- C-4** The Hospitals will inform the Association and the staff affected, as far in advance as possible, of any Ward closures in excess of two (2) weeks and the expected length of such closure.

ARTICLE D - REPRESENTATION & COMMITTEES

- D-1** With reference to Article 6.01(a), part-time nurses may act as Nurse Representatives.
- D-2** With reference to Article 6.01(b), the Grievance Committee shall consist of up to five (5) nurses. The total number of nurses on the Grievance Com

mittee, including both full-time and part-time, shall not exceed six (6).

- D-3 With reference to Article 6.01(b), the Joint Grievance Committee shall consist of:

The Grievance Committee,
The Director of Human Resources and/or delegate,
Three other Representatives of Management,
and, at Step 3
The President and Chief Executive Officer and/or delegate.

- D-4 With reference to Article 6.02, the Hospital-Association Committee shall consist of up to five (5) nurses' representatives. The total number of nurses' representatives on the committee, including both full-time and part-time, shall not exceed six (6). The number of Hospital representatives on the committee shall not exceed the number of Association representatives.

- D-5 With reference to Article 6.03, the Negotiating Committee shall consist of up to five (5) nurses. The total number of nurses on the Negotiating Committee, including both full-time and part-time, shall not exceed six (6).

- D-6 The interview of newly hired nurses provided for in Article 5.06 shall take place within the Orientation Program.

ARTICLE E - LEAVE OF ABSENCE • ASSOCIATION BUSINESS

- E-1 With reference to Article 11.02, the number of nurses nominated shall not exceed one (1) from each Hospital and up to a total of forty (40) calendar days at each Hospital in one (1) year. Failure to do so may result in such request not being granted, except in cases with respect to Industrial Relations matters where the time limits are beyond the control of O.N.A.

ARTICLE F - VACATIONS

- F-1 With reference to Article 16.01, vacation pay will be paid on the nearest pay date to June 15th of the current year.
- F-2 Vacation quotas on any unit/area shall not be unduly restrictive. Disputes in the scheduling of vacation which cannot be resolved between all of the parties will be decided on the basis of seniority.
- F-3 Nurses will state their vacation preferences in writing by March 1st of each year. Vacations will be allotted on a fair basis and resulting vacation schedule will be posted by April 1st of each year. Nurses wishing to reschedule vacations posted for the period November 1st of the current year to March 31st of the following year may request such change, in writing, by October 1st. The resulting revised vacation schedule will be posted by November 1st.
- F-4 Nurses wishing to exchange vacation periods after they have been posted, shall make such request in writing to their supervisor.

ARTICLE G • HOURS OF WORK • SCHEDULING

G-1 Part-Time Commitment

With reference to Article 2.04, a regular part-time nurse (Category 'A') is a nurse who:

- (a) is available eleven (11) months of the year, and
- (b) works at least one (1) weekend in three (3) if required to do so, and
- (c) is available as posted by the Hospital on Christmas Holiday which would include Christmas Eve (December 24), Christmas Day (December 25), Boxing Day (December 26) or

the following New Year's Holiday for three (3) consecutive days including New Year's Eve (December 31) and New Year's Day (January 1) if required by the Hospital, and

- (d) is available at least two (2) additional recognized holidays during the year.

Each part-time nurse will be given opportunity to state whether she would prefer to work the Christmas Holiday or the New Year's Holiday and the Hospital will endeavour to grant their request.

If the Hospital is unable to grant the nurse's request, no nurse will be required to work two (2) consecutive Christmas Holidays or two (2) consecutive New Year's Holidays.

During the week of December 1, the Hospitals will post a list showing the name of each part-time nurse and the holiday period (either Christmas Holiday or Now Year's Holiday) she is required to remain available for work. The Hospitals will not remove this list until January 2nd. A copy will be sent to the Association.

Casual Part-Time Nurses are referred to as 'Category B'.

- G-2 Within two (2) weeks of the signing of this Agreement, each nurse must elect the category under which she chooses to work. A nurse cannot elect to change from one category to another during the life of this Agreement. However, a nurse may request, in writing, once during the life of the collective agreement, to change her category. Approved leave of absence shall not be considered as failure to meet the requirements of Regular Part-Time (Category 'A') as defined.

- G-3 The day measured on a midnight to midnight basis on which the majority of the hours of a tour are worked, determines the calendar day to which that tour belongs.

- G-4** A period of two (2) consecutive tours off shall be scheduled between changes of tours. A shorter period of time may be agreed upon mutual consent. If the employer fails to schedule a period of sixteen (16) consecutive hours off between tours of duty, the employer will pay, to the nurse, premium payment in accordance with Article 14.03 for the following tour of duty worked.
- G-5** With reference to Article 14.11, tour schedules showing the days and tours to be worked and days off will be posted at least six (6) weeks in advance.

ARTICLE H - PAID HOLIDAYS

- H-1** The eleven (11) paid holidays referred to in Article 15.01 shall be:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Dominion Day
Civic Holiday (1st Monday in August)
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
The second Monday in February

886-1

If Heritage Day is proclaimed as a statutory holiday, it will be in place of the second Monday in February.

The twelfth (12th) paid holiday referred to in Article 15.01 will be scheduled on the second Monday in November.

ARTICLE I - TERMINATION OF EMPLOYMENT

- I-1** Nurses shall give the Hospitals written notice of

resignation except in cases of emergency. The Hospitals shall give nurses written notice of termination. This clause does not apply to dismissal or just cause or lay-off.

ARTICLE J • VALIDITY

- J-1 Where any provision of this Agreement or any practice thereunder is at any time contrary to law, this Agreement is not to be deemed to be abrogated, but is to be deemed to be amended so as to make the provision of this Agreement conform to the law.

ARTICLE K • MISCELLANEOUS

- K-1 With reference to Article 10.02, seniority lists shall be provided on September 1st and March 1st.

- K-2 The Hospitals agree to launder uniforms without charge provided such uniforms conform to ordinary standards and do not require special handling.

The Hospitals shall continue to provide scrub caps, dresses and lab coats when this is required by the Hospital, at no cost to the nurse.

- K-3 It is understood that in accordance with Article 11.11 of the Collective Agreement, the number of nurses that may be absent at any one time shall be one (1) nurse per area to a maximum of ten (10) nurses at a Hospital or more at the discretion of the Hospital.

ARTICLE L • EXTENDED TOUR

- L-1 The purpose of this Article is to vary certain terms of the Collective Agreement for the implementation and discontinuation of an extended tour schedule within a unit. With the exception of specific variations set forth in this Article, all

other conditions and terms of the Collective Agreement shall remain in force and in effect.

L-2 Extended tours shall be introduced into any unit when:

- (i) sixty-six and two-thirds percent (66-2/3%) of the nurses in such unit so indicate by secret ballot, and
- (ii) the Hospital agrees to implement the extended tour in the unit. *It is understood* such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner.

L-3(a) An extended tour may be discontinued in any unit when:

- (i) Sixty-six and two-thirds percent (66-2/3%) of the nurses in such unit so indicate by secret ballot, or
- (ii) the Hospital because of:
 - (a) adverse effects on patient care, or
 - (b) inability to provide a workable staffing schedule, or
 - (c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary

states its intention to discontinue the extended tour in such unit.

L-3(b) The secret ballot referred to in L-3(a)(i) above shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.

L-4 If an extended tour in a unit is discontinued in accordance with L-3 above. it is agreed that:

- (i) the parties shall meet within two (2) weeks of the decision to discontinue the extend-

ed tour in such unit to review the decision,
and

(ii) the affected unit shall be given sixty (60) days' notice before the schedules are so amended.

L-5 A nurse shall not be required to work more than three (3) consecutive days without days off except by mutual written consent. If a nurse is required to work more than three (3) consecutive days without written consent, the Hospital will pay the nurse premium payment in accordance with Article 14.03 of the Collective Agreement for every consecutive day worked following the third consecutive day worked.

At least one weekend off in two (2) shall be scheduled and more frequently where possible. A nurse will receive premium payment, in accordance with Article 14.03 of the Collective Agreement, for all hours worked on the second consecutive weekend and for every consecutive weekend worked following the second consecutive weekend worked. Such shall not apply where:

1. such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
2. such nurse has requested weekend work, or
3. such weekend has been worked as the result of an exchange of shifts with another nurse.

L-6 The scheduling requirements embodied in Article 13 and Article 14 and Appendix 5 Article B of the Collective Agreement are waived during the transition period from a regular tour schedule to an extended tour schedule, or vice-versa.

L-7 There shall be a minimum of twelve (12) hours

scheduled off between tours of duty. Should the Hospital schedule less than twelve (12) hours between tours, the nurse shall be paid premium payment in accordance with clause 14.03 of the Collective Agreement for the entire tour worked.

The schedule Indicated above is the schedule referred to under Article G-5 of the Collective Agreement.

**JOB SHARING
MEMORANDUM OF AGREEMENT
BETWEEN
HAMILTON CIVIC HOSPITALS
AND
ONTARIO NURSES' ASSOCIATION**

The parties have agreed to the following:

1. It is understood and agreed that insofar as any provision of this Memorandum of Agreement is specifically in conflict with any provisions of the Full-Time or Part-Time Agreement, the provisions of this Memorandum of Agreement shall prevail.
2. Only full-time positions shall be considered for job sharing between two employees.
3. The Hospital has the undisputed right to designate and increase or decrease the full-time positions eligible to be deemed **job** sharing positions.
4. Any job sharing position must involve only employees within the same classification.
5. When the Hospital designates a full-time position to be considered a **job** sharing position, such position shall be posted and filled in accordance with Article 10.05 of the Part-Time Collective Agreement.
6. If a full-time employee wishes to job share her position, and the Hospital agrees to designate such position a job sharing position, the full-time employee will be assigned such job sharing position and the remaining vacant position will be posted and filled in accordance with Article 10.05 of the Part-Time Collective Agreement.
7. With the exception of 10 below, an employee once assigned a job sharing position, will be covered by the provisions of the Part-Time Collective Agreement.

8. If an employee assigned a job sharing position successfully applies to a part-time or full-time position or is terminated in accordance with Article 10.04 of the Part-Time Collective Agreement, and the Hospital decides to continue such job sharing position, the remaining employee shall remain assigned to such job sharing position and the vacant job sharing position will be posted and filled in accordance with Article 10.05 of the Part-Time Collective Agreement. If there is no successful applicant to such job sharing position and the Hospital at its discretion reverts such position to a full-time position, such position will be posted as a permanent full-time position. The remaining employee will be assigned by the Hospital as regular part-time.
9. At the discretion of the Hospital, if a job sharing position is discontinued, an employee previously assigned such position shall be assigned as regular part-time.
10. For scheduling purposes only, the Hospital will schedule a job sharing position as a full-time position. An employee assigned a **job** sharing position will be expected to determine with her partner the shifts to be worked within such schedule. If there is any disagreement of shifts to be worked between an employee assigned a job sharing position and her partner, the Hospital will schedule such.
11. A job sharer's vacant hours of work resulting from vacation or an absence granted for a paid or unpaid leave of absence or sick leave, will be offered by the Hospital to the remaining employee assigned that job sharing position. The Hospital will attempt to contact the remaining employee to offer such hours. If the remaining employee agrees to work all or part of such hours, there will be no premium payments owed for such hours worked. If the Hospital is unable to contact the remaining

employee or such employee refuses to work the vacant hours, the Hospital will schedule such hours in accordance with the Part-Time Collective Agreement.

12. A job sharing position will be scheduled to work by the Hospital to either the Christmas Holiday or the New Year's Holiday. An employee assigned a job sharing position will be expected to determine with her partner who will work the Christmas Holiday or New Year's Holiday. If there is any disagreement of who will work the Christmas Holiday or the New Year's Holiday between an employee assigned a job sharing position and her partner, the Hospital will schedule such.

Collective Agreement

Between

Hamilton Civic

and

**Ontario Nurses' Association
Full time**

**Begins:
04/01/1988**

**Terminates:
03/31/1991**

05587 (04)

**FULL-TIME AGREEMENT
TABLE OF CONTENTS**

| ARTICLE | HEADING | SUB-ARTICLE | PAGE NO. |
|-----------|--|-------------|-------------|
| 1 | PURPOSE | | 1 |
| 2 | DEFINITIONS & GRADUATE NURSES | | 1 |
| 3 | RELATIONSHIP | | 2 |
| 4 | NO STRIKE, NO LOCKOUT | | 2 |
| 5 | ASSOCIATION SECURITY | | 2 |
| 6 | REPRESENTATION AND COMMITTEES | | 3 |
| | Nurse Representatives & | | |
| | Grievance Committee | 6.01 | 3 |
| | Hospital-Association Committee | 6.02 | 4 |
| | Negotiating Committee | 6.03 (a) | 4 |
| | Central Negotiating Team | 6.03 (b) | 5 |
| | Accident Prevention — Health & Safety Committee | 6.04 | 5 |
| 7 | GRIEVANCE PROCEDURE | | 7 |
| 8 | PROFESSIONAL RESPONSIBILITY | | 11 |
| | Professional Responsibility Clause | 8.01 | 11 |
| | Orientation and In-service Program | 8.02 | 12 |
| | Responsibility for Students | 8.08 | 13 |
| | Technological Change | 8.09 | 13 |
| 9 | ACCESS TO FILES | | 13 |
| 10 | SENIORITY | | 14 |
| | Probationary Period | 10.01 | 14 |
| | Seniority List | 10.02 | 14 |
| | Transfer of Seniority | 10.03 | 15 |
| | Effect of Absence | 10.04 | 15 |
| | Loss of Seniority/Service | 10.05 | 15 |
| | Job Posting | 10.06 | 16 |
| | Layoff & Recall | 10.07 | 18 |
| | Transfer out of Bargaining Unit | 10.09 | 19 |
| | No Contracting Out | 10.10 | 19 |
| 11 | LEAVES OF ABSENCE | | 19 |
| | Personal Leave | 11.01 | 19 |
| | Leave for Association Business | 11.02 | 20 |
| | Leave, Board of Directors | 11.03 | 20 |
| | Leave, President, O.N.A. | 11.04 | 20 |
| | Bereavement Leave | 11.05 | 21 |
| | Jury & Witness Duty | 11.06 | 21 |
| | Maternity Leave | 11.07 | 21 |
| | Adoption Leave | 11.08 | 23 |

| ARTICLE HEADING | SUB-ARTICLE | PAGE NO. |
|-----------------|--|-----------------|
| | Education Leave | 11.09 23 |
| | Pre-paid Leave Plan | 11.11 24 |
| 12 | SICK LEAVE AND LONG-TERM DISABILITY | 26 |
| 13 | HOURS OF WORK | 29 |
| | Normal Daily Tour | 13.01 29 |
| | Extended Tours | 13.02 30 |
| 14 | PREMIUM PAYMENT | 30 |
| | Overtime | 14.01 30 |
| | Reporting Pay | 14.05 31 |
| | Callback | 14.06 31 |
| | Standby | 14.07 31 |
| | Shift Premium | 14.10 32 |
| | Ambulance Escort | 14.11 32 |
| | Posting of Work Schedules | 14.12 33 |
| | Transportation Pay | 14.13 33 |
| | Meal Allowance | 14.14 33 |
| | Weekend Premium | 14.15 33 |
| 15 | PAID HOLIDAYS | 34 |
| 16 | VACATIONS | 35 |
| 17 | HEALTH AND WELFARE BENEFITS | 37 |
| | OHIP | 17.01 (a) 37 |
| | Semi-Private Coverage | 17.01 (b) 37 |
| | Extended Health Care | 17.01 (c) 37 |
| | Life Insurance | 17.01 (d)(e) 37 |
| | Dental Plan | 17.01 (f) 38 |
| | Continuation of Benefits | 17.05 38 |
| | Quebec Residents | 17.06 39 |
| | Unemployment Insurance Rebate | 17.08 39 |
| 18 | MISCELLANEOUS | 39 |
| 19 | COMPENSATION | 40 |
| | Salary Rates | 19.01 40 |
| | Responsibility Pay | 19.04 42 |
| | Previous Experience Credit | 19.05 42 |
| | Education Allowance | 19.09 44 |
| 20 | JOB SHARING | 44 |
| 21 | SUPERIOR CONDITIONS | 44 |
| 22 | DURATION | 44 |
| 23 | LIST OF APPENDICES | 45 |
| | APPENDIX 1. O.N.A. Grievance Form | 46 |
| | 2. List of Professional Responsibility Assessment Committee – Chairpersons | 47 |
| | 3. Salary Schedule | |
| | 4. Superior Conditions – If Any | |
| | 5. Appendix of Local Provisions | |

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – DEFINITIONS & GRADUATE NURSES

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

The predetermined basis upon which the commitment to be available is made shall be determined in local negotiations.

The definitions shall not have the effect of changing the composition of any existing bargaining units. The Hospital

shall not refuse to accept an offer from a nurse to make a commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual nurses so as to restrict the number of regular part-time nurses.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Hospital and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement.
- 3.02 The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on Hospital premises or during working hours except with the written permission of the Hospital or as specifically provided for in this Agreement.
- 7-1 3.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, religious affiliation or any other factor which is not pertinent to the employment relationship.

ARTICLE 4 - NO STRIKE, NO LOCKOUT

- 4.01 The Association agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lock-out" 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. 2-1
- 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. 1-5
- 5.03 The amount of the regular monthly dues shall be those authorized by the Association and the Provincial Secretary-Treasurer of the Association shall notify the Hospital of any changes therein and such notifications shall be the Hospital's conclusive authority to make the deduction specified.
- 5.04 In consideration of the deducting and forwarding of Association dues by the Hospital, the Association agrees to indemnify

and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

- 5.05 The amounts so deducted shall be remitted monthly to the Provincial Secretary-Treasurer of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Hospital shall provide a list of nurses from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their social insurance numbers. A copy of this list will be sent to the local Association,
- 5.06 The Hospital agrees that an officer of the Association or nurse representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance as determined by local negotiation and may be arranged collectively or individually by the Hospital.

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

ARTICLE 6 – REPRESENTATION AND COMMITTEES

6.01 Nurse Representatives & Grievance Committee

- (a) The Hospital agrees to recognize nurse representatives to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Association business as provided in this Collective Agreement. The number of representatives and the areas which they represent are set out in the Appendix of Local Provisions.
- (b) The Hospital will recognize a Grievance Committee, one of whom shall be chairperson. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement and the number of nurses on the Grievance Committee is set out in the Appendix of Local Provisions.
- (c) It is agreed that nurse representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a nurse representative or member of the

Grievance committee is **required** to enter a nursing unit within the hospital in which **she** is not ordinarily employed she shall, immediately upon entering such nursing unit, report her presence to the supervisor or nurse in charge, as **the case may be**. When resuming their regular duties and **responsibilities**, such representatives shall again report to their immediate supervisor. The Hospital agrees to pay for all time spent during their regular hours by such representatives hereunder.

6.02 Hospital-Association Committee

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

6.03 (a) Negotiating Committee

The Hospital agrees to recognize a Negotiating Committee comprised of representatives of the Association for the purpose of negotiating a renewal agreement. The

63D-1

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

(b) **Central Negotiating Team**

In central bargaining between the Ontario Nurses' Association and the Participating Hospitals, a nurse serving on the Association's Central Negotiating Team shall be paid for time lost from her regularly scheduled straight time working hours at her regular rate of pay, and without loss of leave credits, for attending central negotiating meetings with the Hospitals' Central Negotiating Committee up to, but not including, arbitration.

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

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

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

The maximum number of Central Negotiating Team members entitled to payment under this provision shall be seven (7), and in no case will more than one (1) nurse from a hospital be entitled to such payment.

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

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

6.04 **Accident Prevention— Health & Safety Committee**

- (a) The Hospital and the Association agree that they mutually desire to maintain standards of safety and health in the hospital in order to prevent accidents, injury and illness.

- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to **accept as a member of its Accident Prevention- Health and Safety Committee**, at least one (1) representative selected or appointed by the Association from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety **programs** and recommendations to be taken to improve conditions related to safety and health.
- 65-2
(d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, the Hospital will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any **representative** appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Accident Prevention- Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, **shall not lose regular** earnings as a result of such attendance.
- (g) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- 66-1
(h) ~~All time spent~~ by a member of the Accident Prevention - Health and Safety Committee attending **meetings** of the Committee and **carrying** out her duties, shall be deemed to be work time for which she shall be paid by the Hospital at her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.
- (i) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the **employee's physician**, the pregnancy may be at risk. If such a **transfer** is not feasible, the pregnant **employee**, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.

- (j) Where the Hospital identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.

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

- 6.05 The Association may hold meetings on Hospital premises providing permission has been first obtained from the Hospital.
- 6.06 The Association shall keep the Hospital notified in writing of the names of the nurse representatives and/or Committee members and Officers of the Local Association appointed or selected under this Article as well as the effective date of their respective appointments.
- 6.07 All reference to nurse representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Local Association.
- 6.08 The Hospital agrees to give representatives of the Ontario Nurses' Association access to the premises of the Hospital for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator which will not be unreasonably withheld.
- 6.09 Where a nurse makes prior arrangements for time off from a tour of duty, the nurse shall not be scheduled to work another tour that day.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her nurse representative. In the case of suspension or discharge, the Hospital shall notify the nurse of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is

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

Step No. 1

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

Step No. 2

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

Step No. 3

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

7.04 A complaint or grievance arising directly between the Hospital and the Association concerning the interpretation, application

or alleged violation of the Agreement shall be **originated** at Step No. 3 within fourteen (14) calendar days **following** the circumstances giving rise to the complaint or grievance. A grievance by the Hospital shall be filed with the Local President or her designate.

7.05 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing signed by each nurse who is grieving to the Director of Nursing or her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought **reasonably** to have come to the attention of the nurse(s). **The grievance shall** then be treated as being initiated at Step No. 2 and the applicable **provisions** of this Article shall then apply with respect to the processing of such grievance.

7.06 The release of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this Agreement. A claim by a nurse who has **completed** her probationary period that she has been **unjustly discharged** or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the nurse; or
- (b) reinstating the nurse with or without **loss** of seniority and with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

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

7.07 **Failing** settlement under the **foregoing** procedure of any **grievance** between the parties arising from the interpretation, application, administration or alleged violation of this **Agreement**, including any question as to whether a matter is **arbitrable**, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under **Step No. 3** is given, the grievance shall be deemed to have been **abandoned**. Where such a written request is post-

marked within sixteen (16) calendar **days** after the decision under Step No. 3, it will be deemed to **have** been received within the time limits.

- 7.08 All agreements reached under the grievance **procedure** between the representatives of the Hospital and the representatives of the Association will be final and binding upon the Hospital and the Association and the nurses.
- 7.09 Association grievances shall be on the form ~~set~~ out in Appendix 1.
- 7.10 **When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.**
- 7.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.12 **No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.**
- 7.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.14 **The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the nurse or nurses concerned.**
- 7.15 Each of the parties hereto will bear the expense of the nominee appointed by it and **the parties will** share equally the fees and expenses, if any, **of the chairman** of the Arbitration Board.
- 7.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in **the grievance** being deemed to have been abandoned **subject only** to the provisions of Section 44 (6) of The Labour Relations Act.

- 7.17 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

ARTICLE 8 – PROFESSIONAL RESPONSIBILITY

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

- (a) (i) Complain in writing to the Association-Hospital Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Association-Hospital Committee shall convene a meeting of the Association-Hospital Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - (ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Association-Hospital Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Hospital and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
 - (iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
- (b) (i) The list of Assessment Committee Chairpersons is attached as Appendix 2.

The parties agree that should a Chairperson be required, the Ontario Hospital Association and the Ontario Nurses' Association will be contacted. They will provide the name of the person to be utilized

on the alphabetical listing of Chairpersons. The name to be provided will be the top name on the list of Chairpersons who has not been previously assigned.

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

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

8.02 Orientation and In-service Program

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

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

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

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

- 8.06** The delegation of Added Nursing Skills and Sanctioned Medical Acts (Special Procedures) to nurses shall be in accordance with guidelines established by the College of Nurses from time to time and any approved Hospital policy related thereto.

256-1

8.07 When a nurse is on duty and authorized to attend any in-service program within the hospital and during her regularly scheduled working hours, she shall suffer no loss of regular pay. When a nurse is required by the Hospital to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.

8.08 Nurses may be required, as part of their regular duties, to supervise the activities of students and will be informed in writing of their responsibilities in relation to these students.

Any information that is provided to the Hospital by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students.

8.09 The Hospital undertakes to notify the Association in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of the nurse within the bargaining unit.

22A-2

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.

22B-1 Nurses, who are subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 10.07 will apply.

8.10 Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Hospital agrees that necessary computer training will be provided at no cost to the nurses involved.

ARTICLE 9 - ACCESS TO FILES

9.01 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Hospital against the nurse.

Each nurse shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her supervisor. A copy of the evaluation will be provided to the nurse at her request.

60

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

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

9-1

ARTICLE 10 – SENIORITY

- 8-2060
- 10.01 (a) Newly hired nurses shall be considered to be on probation for a period of sixty (60) tours worked from date of last hire (450 hours of work for nurses whose regular hours of work are other than the standard work day). If retained after the probationary period, the nurse shall be credited with seniority from date of last hire. With the written consent of the Hospital, the probationary nurse and the President of the Local Association or her designate, such probationary period may be extended. Where the Hospital requests an extension of the probationary period, it will provide notice to the Association at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Hospital will advise the nurse and the Association of the basis of such extension.
- (b) A nurse who transfers from casual or regular part-time to full-time status shall not be required to serve a probationary period where she has previously completed one since her date of last hire. Where no such probationary period has been served, the number of tours worked (450 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 seniority list shall be established for all full-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary nurses shall be included in the seniority list. A copy of the current seniority list will be filed with the President of the Local Association or her designate on request but not more frequently than once every six (6) months at a time to be determined locally. A copy of the seniority list shall also be posted at the same time.

10.03 A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time or in the event she is transferred from casual to regular part-time or vice-versa. A nurse whose status is changed from Pull-time to part-time shall receive credit for her full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one 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.

89-7

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

6-1

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

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

10.05 A nurse shall lose all service and seniority and shall be deemed to have terminated if she:

- (a) leaves of her own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four (24) calendar months;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Hospital's ability to provide adequate patient care, unless a satisfactory reason is given to the Hospital;

29-24

- (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 intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;
- (h) is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced.

10.06

27F-1

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

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

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

77A, B-2

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

889 1

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

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

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

27C 2
10.07 (a) A layoff of nurses shall be made on the basis of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off.

27D-2
Nurses shall be recalled in the order of seniority, unless otherwise agreed between the Hospital and local Association, provided that the nurse is qualified to perform the available work.

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

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

- 18-0224
- (a) provide the local Association with no less than thirty (30) calendar days' notice of such layoff and
 - (b) meet with the local Association to review the following:
 - (i) the reasons causing the layoff;
 - (ii) the service which the Hospital will undertake after the layoff;
 - (iii) the method of implementation including the areas of cut-back and the nurses to be laid off.

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

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

- 10.09 (a) A nurse who is transferred to a position outside of the bargaining unit shall, subject to (b) below, retain, but not accumulate, her seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- (b) In the event that a nurse is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

- 10.10 (a) Head nurses and supervisors excluded from the bargaining unit shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to nurses in the bargaining unit.

3-7

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

5-7

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

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

ARTICLE 11 - LEAVES OF ABSENCE

11.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Director of

Nursing or her designate. Such requests are to be given as far in advance as possible and a written **reply** will be given¹ 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**

63K-3

The Hospital agrees to grant leaves of absence, **without pay**, to nurses selected **by the Association** to attend **Association business** including **conferences**, conventions and Provincial Committee meetings. The cumulative total leave of absence, the amount of notice, the number of nurses that may be absent at any one time and from **any one area** and the number of days is set out in the **Appendix** of Local Provisions. During such leave of absence, the nurse's salary and **applicable** benefits shall be maintained by the Hospital and the local Association agrees to reimburse the Hospital in the amount of the daily rate of the nurse except for Provincial Committee meetings which will be reimbursed by the Association. The Hospital will bill the local Association within a reasonable period of time.

11.03 **Leave, Board of Directors**

63J-3



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

11.04 **Leave, President, O.N.A.**

Upon application in writing by the Association on behalf of the nurse to the Hospital, a **leave** of absence shall be **granted** to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to two **(2)** consecutive years. Notwithstanding Article 10.04, there shall be no loss of service or seniority **during** such leave of absence. During such leave of absence, the nurse's salary and **applicable** benefits shall be maintained by the Hospital and the **Association** agrees to reimburse the Hospital in the amount of the full cost of such salary and **applicable** benefits. It is understood,

however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Hospital of her intention to return to work at least two (2) weeks prior to the date of such return.

11.05 Bereavement leave

63A-7

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

11.06 Jury & Witness Duty

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If a 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 regular pay because of such attendance and shall not be required to work on the day of such duty provided that the nurse:

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

11.07 Maternity leave

58A-017

(a) Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

(b) The service requirement for eligibility for maternity leave shall be ten (10) months of continuous service.

(c) 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.

58B-009

(d) The nurse has the right to extend the maternity leave to six (6) months in total. Written notice by the nurse to extend the maternity leave will be given at least two (2)

weeks **prior** to the termination of the initially approved leave. **This** notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.

- (e) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (c) or (d) above by written notification received by the Hospital at least two (2) 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.
- (f) Nurses newly hired to replace nurses who are on **ap-
proved** maternity leave may be released and such **re-
lease** shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurses 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 %ay).

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.

- (g) The Hospital may request a nurse to commence maternity 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.
- (h) Effective April 1, 1988 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on maternity leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance

waiting period, and receipt by the Hospital of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

11.08 Adoption Leave

61-026

- (a) Where a nurse with at least ten (10) months of continuous service legally adopts a child, such nurse shall be entitled to a leave of absence, without pay, for a period of up to six (6) months duration, consideration being given to any requirements of adoption authorities. 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.
- (b) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (c) Nurses newly hired to replace nurses who are on approved adoption leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

11.09 Education Leave

62A-3

- (a) Leave of absence, without pay, for the purposes of further education directly related to the nurse's employment

with the Hospital may be granted on written application by the nurse to the Director of Nursing or her designate. Requests for such leave will not be unreasonably denied.

- (b) A nurse shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which nurses are enrolled to upgrade their nursing qualifications.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the nurse's employment at the hospital, may be granted at the discretion of the Hospital upon written application by the nurse to the Director of Nursing or her designate.

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

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

11.11 Pre-paid leave Plan

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

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Director of Nursing at least six (6) months prior to the intended commencement date of the program (i.e.; the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be determined by local negotiations. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Hospital.
- (d) Written applications will be reviewed by the Director of Nursing or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves 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 until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other **payment** schedule as may be agreed upon between the **Hospital** and the nurse.
- (h) All benefits shall be kept whole **during the four (4) years of salary deferral**. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate **during the period of leave**. The nurse shall become **responsible for the full payment** of premiums for any health and welfare **benefits** in which she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The nurses will not be eligible to participate in the **disability income plan** during the year of the leave.
- (i) A **nurse may withdraw** from the plan at any time during the **deferral portion** provided three (3) months notice is given the Director of Nursing. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Hospital will endeavour to find a **temporary replacement** for the nurse as far in advance as **practicable**. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and **rearranging the leave** at a **mutually agreeable time** or of **withdrawing from the Plan** and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The nurse will be reinstated to her former **position** unless the position has been discontinued, in which case she shall be given a comparable job.

(m) Final approval for entry into the pre-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 leave period for which the leave is requested.
- (c) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Hospital to enter the pre-paid leave program will be appended to and form part of the written agreement.

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

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

ARTICLE 12 - SICK LEAVE AND LONG-TERM DISABILITY

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

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Plan brochure. 70B-100 70D-075

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.

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12.02 Effective the first of the month following the transfer, all existing sick leave plans in the Participating Hospitals shall be terminated and any provisions relating to such Plans shall be null

and void under the respective Collective Agreements except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

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

- (a) supplement payment for sick leave days under the new plan which would otherwise be at less than full wages, and;
- (b) where a payout provision existed under the former sick leave plan in the Collective Agreement, payout shall be made on the termination of employment, or in the case of death, to the nurse's estate. The amount of the payout shall be a cash settlement at the nurse's then current salary rate for any unused sick credits to the maximum provided under the sick leave plan in which she participated as of the date of this award;
- (c) where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, her existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and she shall be entitled to the same cash out provisions as set out in paragraph (b) above providing she subsequently achieves the necessary service to qualify her for payout under the conditions of the sick leave plan in which she participated as of the date of this award;
- (d) where a payout provision existed under the former sick leave plan in the Collective Agreement, a nurse who, as of the date of this award, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by The Workers' Compensation Board as compensable within the meaning of The Workers' Compensation Act, the Hospital, on application from the nurse, will supplement the award made by The Workers' Compensation Board for loss of wages to the nurse by such amount that the award of The Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred (100%) per cent of the nurse's net earnings to the limit of the nurse's accumulated sick leave credits. Nurses may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.

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- 12.04 When a nurse has completed any portion of her regularly scheduled tour prior to going on sick leave benefits or Workers' Compensation benefits, she shall be paid for the balance of the tour at her regular straight time hourly rate. This provision will not disentitle the nurse to a lieu day under Article 15.05 if she otherwise qualifies.
- 12.05 Nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.
- 12.06 A nurse who transfers from full-time to part-time ¹²⁻² may elect to retain her accumulated sick leave credits to be utilized during part-time or subsequent full-time employment as provided under the sick leave plan in which she participates as of the date of this award.
- 12.07 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under 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 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 she would receive

from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short-term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the nurse provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 13 – HOURS OF WORK

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

Subject to Article 13.02 below:

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- (a) The normal daily tour shall be seven and one-half (7½) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (½) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 14.
- (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour. The scheduling of meal periods and relief periods shall be determined by local negotiations.
- (c) The regular daily tours of duty of a nurse shall average five (5) days per week over the nursing schedule determined by the Hospital. Nursing schedules shall be determined by local negotiation. Nurses in the bargaining unit engaged in teaching in Schools for R.N.A.'s shall work a flexible schedule, Monday to Friday, averaging 37½ hours per week over the schedule to be determined by local negotiations.
- (d) Where a nurse notifies her supervisor that she has been or will be unable to take the normal lunch break due to

the requirement of providing patient care, such nurse shall be paid time and one half (1½) her regular straight time hourly rate for all time worked in excess of her normal daily hours.

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

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

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

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

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

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

ARTICLE 14 – PREMIUM PAYMENT

- 14.01 If a nurse is authorized to work in excess of the hours referred to in Article 13.01 (a) or [c], she shall receive overtime premium of one and one-half (1½) times her regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 13.01 (a) and (c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her scheduled day off shall receive overtime premium of one and one-half (1½) times her regular straight time hourly rate. The Hospital agrees that if the Collective Agreement provided a greater overtime premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

14.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a ~~twenty-four (24)~~ hour period either as a result of **change in tour** on the request of a nurse or a change-over to **daylight saving** from standard time or vice versa or an exchange of **tours** by two nurses.

4.03 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 ($1\frac{1}{2}$) 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 ($1\frac{1}{2}$) her **regular straight** time hourly rate as a result of 14.03 above and she is required to work additional hours following her full tour on that day [but not including hours on a subsequent regularly scheduled tour for such nurse] she shall receive two (~~2~~ ^{37C-D-8} times her regular straight time hourly rate for such ^{37E-8} additional hours worked.

46-04 14.05 A nurse who **reports for work as scheduled**, unless otherwise notified by the Hospital, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the Hospital which she is capable of doing, if her regular duties are not available.

480-1 14.06 Where a nurse has completed her regularly scheduled tour and left the hospital and is called in to work outside her **regularly** scheduled working hours, or where a nurse is called back from standby, she shall receive time and one-half ($1\frac{1}{2}$) her regular straight time hourly rate for all hours worked with a minimum **guarantee** of four (4) hours' pay at time and one-half (1%) her regular straight time **hourly rate** except to the extent that such four (4) hour period **overlaps** or extends into her regularly **scheduled** shift. In such a case, she will receive time and one-half ($1\frac{1}{2}$) her **regular** straight time hourly rate for actual hours worked up to the commencement of her regular shift.

49- 0210 14.07 A nurse who is required to remain available for duty on standby outside her **regularly** scheduled working hours shall receive standby pay in the amount of \$2.00 per hour for the period of standby scheduled by the Hospital. Effective April 1, 1987, standby pay shall be \$2.10 per hour. Standby pay shall, however, cease where the nurse is called in to work under Article 14.06 above and works during the period of standby.

14.08 In computing a full-time nurse's regular straight time hourly rate under this Collective Agreement such rate shall be established by dividing the product of the nurse's regular monthly

salary exclusive of any allowance or premium pay times twelve (12) by the regular average weekly hours times fifty-two (52).

14.09

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Where a nurse has worked and accumulated approved overtime hours (other than overtime hours relating to paid holidays) such nurse shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e., where the applicable rate is time and one-half (1½) then time off shall be at time and one-half (1½)). Where a nurse chooses equivalent time off such time off must be taken within the period set out in the Appendix of Local Provisions or payment in accordance with the former option shall be made. Nurses in the bargaining unit engaged in teaching in Schools for R.N.A.'s working overtime in excess of their average weekly hours referred to in Article 13.01 (c) which have been authorized in advance by the Director of the School, shall be entitled to compensating time off in accordance with the foregoing.

14.10

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A nurse shall be paid a shift premium of forty-five cents (45¢) per hour for each hour worked outside the normal hours of the day 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.

14.11

Ambulance Escort

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

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

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

(b) Where such duties extend beyond her regular shift, the Hospital will not require a nurse to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time off extends into her next regularly scheduled shift she will maintain her regular earnings for that full shift.

(c) Hours spent between the time the nurse is relieved of patient care responsibilities and the time the nurse returns to the hospital or to such other location agreed upon between the Hospital and the nurse will be paid at the straight time or at appropriate overtime rates, if applicable under Article 14.01. It is understood that the nurse shall return to the hospital or to such other location agreed upon between the Hospital and the nurse at the earliest opportunity. Prior to the nurse's departure on escort duty,

or at such other time as may be mutually agreed upon between the Hospital and the nurse, the Hospital Will establish with the nurse arrangements for return travel.

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

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

14.12 The posting of work schedules shall be as set out in the Appendix of Local Provisions. It shall be the responsibility of the nurse to consult posted work schedules. The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse. Where less than forty-eight (48) hours' notice is given personally to the nurse, time and one-half (1½) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule.

14.13 When a nurse is required to travel to the hospital or to return to her home as a result of reporting to or off work between the hours of 2400 - 0600 hours, or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (35¢) per mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The nurse will provide to the Hospital satisfactory proof of payment of such taxi fare.

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14.14 A nurse who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, and shall be provided at the time of the meal period with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the hot meal. Other nurses required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a ½ hour paid meal period and shall be provided with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the hot meal.

14.15 Effective April 1, 1990, a nurse shall be paid a weekend premium of forty-five cents (45¢) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. If a nurse is receiving premium pay under Article 14.03, pursuant

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to a local scheduling regulation with respect to consecutive, weekends worked, she will not receive weekend premium under this provision.

ARTICLE 15 - PAID HOLIDAYS 53-110

15.01 A nurse who otherwise qualifies under Article 15.02 hereunder shall receive eleven (11) paid holidays as **designated** in the Appendix of Local Provisions. Effective April 1, 1989, the number of paid holidays hereunder shall be increased to twelve, with the designation of the twelfth holiday to be determined by local negotiation. *890453-120*

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 full **scheduled shift** on each of the working days immediately preceding and following the holiday concerned unless excused by the Hospital or the nurse was **absent** due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Hospital;
- (c) the nurse's regular scheduled day off;
- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

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

15.03 Holiday pay will be computed on the basis of the nurse's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 13.01 (a).

15.04 Subject to Article 15.02:

- (a) Where a holiday falls during a nurse's scheduled vacation period, her vacation shall be extended by one (1) **day unless** the nurse and the Hospital agree to schedule a **different** day off with pay.

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

15.05 A nurse required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 14.04. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 13.01 (a).

NOTE: Nurses on extended tours shall receive eleven (11) lieu days off to consist of seven and one-half (7.5) hours each.

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

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

ARTICLE 16 – VACATIONS

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

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(a) Nurses who have completed less than one (1) year of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to a vacation on the basis of 1.25 days (9.375 hours for nurses whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of 6% of gross earnings.

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

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(c) Nurses who have completed three (3) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay (150 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.

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Nurses who have completed seventeen (17) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay (187.5 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year. Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after April 1, 1989, the service requirement for five (5) weeks vacation shall be fifteen (15) or more years of full-time continuous service.

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

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

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

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

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

16:04 Full-time nurse teachers shall be entitled to one additional week of vacation with pay which shall be taken at either the Spring Break or the Christmas Break.

16.05 (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

(b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an inpatient in a hospital, the period of such hospitalization shall be considered sick leave.

(c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 17 - HEALTH AND WELFARE BENEFITS

17.01 The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible nurses in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements:

70A-100 (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.

70I-100 (b) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.

76G-1 (c) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (maximum \$300/person) and vision care (maximum \$60 every 24 months). Effective April 1, 1989, the deductible for the Extended Health Care Plan will be \$15.00 (single) and \$25.00 (family).

3804-8903 (d) The Hospital agrees to contribute 90% of the billed premiums towards coverage of eligible nurses in the active

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employ of the Hospital under H.O.O.G.L.I.P. or such other group life insurance plan currently in effect providing the balance of the monthly premiums are paid by the nurses through payroll 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. Effective April 1, 1989, the Hospital's contribution to the Group Life Insurance Plan will be 100%.

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(e) **Hospital of Ontario Voluntary Life Insurance Plan**

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

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

17.02

For newly hired nurses, coverage as set out in Article 17.01 shall be effective the first billing date in the month following the month in which the nurse was first employed subject to any enrollment or other requirements of the Plan. In no instance shall the first billing date for a nurse occur later than the first day of the fourth full month following the month in which the newly-hired nurse was first employed.

17.03

The Hospital may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Hospital will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

17.04

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All present nurses enrolled in the Hospital's Pension Plan shall maintain their enrollment in the Plan subject to its terms and conditions. New nurses and nurses employed but not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.

17.05

The Hospital shall continue to pay the premiums for benefit plans for nurses who are on paid leave of absence or Workers'

Compensation or at any time when salary is received, or as provided in Article 10.04. Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the layoff does not exceed one year.

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

17.07 (a) The Hospital shall provide each nurse with information booklets ~~outlining all~~ of the current provisions in the benefits plans ~~defined~~ in Article 17.01 to Article 17.06 inclusive. 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. The Hospital shall also provide the Association with a copy of all current information booklets provided to the nurses.

17.08 **Unemployment Insurance Rebate**

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

ARTICLE 18 - MISCELLANEOUS

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

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

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

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

- 18.05 Current provisions in Collective Agreements relating to the provision of x-rays, laboratory work, immunization injections, 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.

ARTICLE 19 – COMPENSATION

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

Classification – Registered Nurse

Effective the date the **salary rates** are increased (and retroactive to April 1, 1988 as set out below):

| | <u>Regular Straight Time Hourly Rate</u> | <u>Monthly Rate</u> |
|---------|--|-------------------------|
| Start | \$15.85 ^{BR} | 2575.55 |
| 1 Year | 16.45 | 2673.38 |
| 2 Years | 16.71 | 2715.06 |
| 3 Years | 17.01 | 2763.67 |
| 4 Years | 17.39 | 2825.96 |
| 5 Years | 17.73 | 2881.64 |
| 6 Years | 18.12 | 2944.28 |
| 7 Years | 18.55 | 3013.88 |

Effective April 1, 1989

| | <u>Regular Straight Time Hourly Rate</u> | <u>Monthly Rate</u> |
|---------|--|-------------------------|
| Start | \$16.17 | 2627.06 |
| 1 Year | 17.03 | 2766.95 |
| 2 Years | 17.29 | 2810.09 |
| 3 Years | 17.60 | 2860.40 |
| 4 Years | 18.04 | 2931.93 |
| 5 Years | 18.40 | 2989.70 |
| 6 Years | 18.80 | 3054.69 |
| 7 Years | 19.24 | 3126.90 |
| 8 Years | 19.53 | 3173.80 |

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

Effective April 1, 1990

| | <u>Regular Straight Time Hourly Rate</u> | <u>Monthly Rate</u> |
|---------|--|-------------------------|
| Start | \$16.81 | 2732.14 |
| 1 Year | 17.71 | 2877.63 |
| 2 Years | 17.98 | 2922.49 |
| 3 Years | 18.31 | 2974.82 |
| 4 Years | 18.76 | 3049.21 |
| 5 Years | 19.13 | 3109.29 |
| 6 Years | 19.55 | 3176.88 |
| 7 Years | 20.01 | 3251.98 |
| 8 Years | 20.31 | 3300.75 |
| 9 Years | 20.62 | 3350.26 |

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

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

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

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

19.04 (a) A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary Schedule of the higher rated classification so that she shall receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which she has been promoted) and she shall retain her service review date for purposes of wage progression. For the purpose of

this Article, promotion shall be defined as a move from one classification to another classification with a **higher salary grid** and shall no-include a change of **status from Graduate** to Registered Nurse. A nurse who is moved to a lower rated classification will be placed at the level on the grid, if any, which most closely recognizes her experience level on the other grid.

- (b) Where the Hospital temporarily assigns a Registered Staff Nurse to carry out the assigned **responsibilities** of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one (1) full tour or more, at times when the incumbent in any such classification would otherwise be working, she shall be paid a premium of seventy-five cents (**75¢**) per hour for such duty in addition to her regular salary. The Hospital agrees that it will not make work assignments which will violate the purpose and intent of this provision.
- (c) Graduate Nurses who become Registered Nurses shall be placed on the level in the Registered Nurse's salary grid which represents an increase in salary.
- (d) **Group, Unit or Team leader**

Whenever a nurse is assigned additional responsibility to direct, supervise or oversee work of nurses, and/or be assigned overall responsibility for patient care on the unit, ward, or area, for a tour of duty, she shall be paid a premium of forty cents (**40¢**) per hour in addition to her regular salary and applicable premium allowance.

- 19.05
- (a) Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The nurse shall co-operate with the Hospital by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical **experience**, the Hospital will credit a new nurse with one (1) annual service increment for every two (2) years of experience up to a maximum of Level **6** (i.e., 5th year increment).

If a period of more than **two** (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Hospital. The Hospital may also give effect to part-time nursing experience in special circumstances.

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

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

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

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

Any change in the rate established by the Hospital either through meetings with the Association or by a Board of Arbitration shall be made retroactively to the time at which the new or changed classification was first filled.

- (b) If a nurse becomes disabled with the result that she is unable to carry out the regular functions of her position,

12-2

the Hospital may establish a special classification and salary with the hope of providing an opportunity for continued employment.



19.09 **Education Allowance**

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

ARTICLE 20 - JOB SHARING

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

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

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

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

ARTICLE 21 - SUPERIOR CONDITIONS

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

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

ARTICLE 22 - DURATION

22.01 This Agreement shall continue in effect until March 31, 1991 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

- 22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.
- 22.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

ARTICLE 23 – LIST OF APPENDICES

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

APPENDIX 1

ONA GRIEVANCE FORM

| ONTARIO NURSES' ASSOCIATION GRIEVANCE REPORT | | STEP | DATE SUBMITTED TO EMPLOYER |
|---|---|---|----------------------------|
| ONA LOCAL | EMPLOYER | 1. | |
| GRIEVOR | GRIEVANCE NUMBER | 2. | |
| DEPARTMENT | | 3. | |
| NATURE OF GRIEVANCE AND DATE OF OCCURRENCE | | | |
| SETTLEMENT REQUESTED | | | |
| SIGNATURE OF GRIEVOR | SIGNATURE OF ASSOCIATION REPRESENTATIVE | | |
| EMPLOYER'S ANSWER | | DATE: | |
| STEP ONE | | SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE | |
| ▶ DATE RECEIVED BY LOCAL | EMPLOYER'S ANSWER | DATE: | |
| STEP TWO | | SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE | |
| ▶ DATE RECEIVED BY LOCAL | EMPLOYER'S ANSWER | DATE: | |
| STEP THREE | | SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE | |
| ▶ DATE RECEIVED BY LOCAL | | | |
| PD-804/88 DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR | | | |

APPENDIX 2

LIST OF PROFESSIONAL ASSESSMENT COMMITTEE – NURSING ASSESSMENT COMMITTEES – IN THE ABOVE NAMED SECTOR.

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

- | | |
|--|---|
| <p>1. Dr. Alice Baumgart School of Nursing Queen's University Kingston, Ontario</p> | <p>7. Ms. Louise Lemieux-Charles Doctoral Candidate Health Administration London, Ontario</p> |
| <p>2. Miss Margaret Charters Assistant Administrator Nursing and Patient Care Hamilton General Hospital Hamilton, Ontario</p> | <p>8. Mrs. Maxine Pastirik Program Developer Niagara College of Applied Art5 & Technology Welland, Ontario</p> |
| <p>3. Mrs. Roxy Edwards Executive Director Bruce Peninsula Health Serv. Wiarton, Ontario</p> | <p>9. Dr. Lucille Peszat Canadian Centre for Stress and Well Being Toronto, Ontario</p> |
| <p>4. Dr. Josephine Flaherty Principal Nursing Officer Health and Welfare Canada Ottawa, Ontario</p> | <p>10. Mrs. Helen Taylor Health Care Consultant M.I. Administrative Services Ltd. Scarborough, Ontario</p> |
| <p>5. Ms. Gwen Hefferman Director of Nursing Education Ottawa Civic Hospital Ottawa, Ontario</p> | <p>11. Ms. Judy Tiivel Co-ordinator Nursing Computer Project Toronto Western Hospital Toronto, Ontario</p> |
| <p>6. Ms. Pat Kirkby Dean, School of Health Sciences and Human Services Fanshawe College London, Ontario</p> | <p>12. Ms. Kathleen Webb Director of Nursing Humber Memorial Hospital Weston, Ontario</p> |

94
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