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COLLECTIVE AGREEMENT

between

ST. MARY'S OF THE LAKE HOSPITAL

- and -

ONTARIO NURSES' ASSOCIATION

expiry: March 31, 1996

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - DEFINITIONS & GRADUATE NURSES

- 2.01 A registered nurse is a nurse who holds certification with the College of Nurses of Ontario in accordance with the Health Disciplines Act.
- 2.02 A graduate nurse is defined as a nurse with certification incomplete who is a graduate of a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within **twenty-four (24)** months following date of hire. Where a nurse fails to complete such certification requirements, she/he 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 part-time 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 **pre-determined** basis solely for the purpose of **utilizing** casual nurses so as to restrict the number of regular part-time nurses.

- 2.05 Nothing in this collective agreement will be deemed to confer bargaining rights for nurses where they do not currently exist.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Hospital and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or **practiced** by any of their representatives with respect to any nurse because of the nurse's membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her/his rights under the Collective Agreement.
- 3.02 The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on Hospital premises or during working hours except with the written permission of the Hospital or as specifically provided for in this Agreement.
- 3.03 It is agreed that there will be no discrimination by either party or **by** any of the nurses covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, handicap, religious affiliation or any other factor which is not pertinent to the employment relationship.
- 3.04 (a) **"Every** person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, **age**, record of offences, marital status, family status or handicap." **ref:** Ontario *Human Rights Code*, **Sec.5(2)**
- (b) **"Every** person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by

another employee" ref: Ontario Human Rights Code, Sec.7(2)

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

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

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

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

Note : "'harassment' means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. " ref: Ontario Human Rights Code, Sec.10(1)

ARTICLE 4 - NO STRIKE, NO LOCKOUT

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

ARTICLE 5 - ASSOCIATION SECURITY

- 5.01 The Hospital will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association. The deduction period for a part-time nurse may be extended where the nurse does not receive any pay in a particular month.
- 5.02 Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.
- 5.03 The amount of the regular monthly dues shall be those **authorized** by the Association and the Provincial Secretary-Treasurer of the Association shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deduction specified.
- 5.04 In consideration of the deducting and forwarding of Association dues by the Hospital, the Association agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.
- 5.05 The amounts so deducted shall be remitted monthly to the Provincial Secretary-Treasurer of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Hospital shall provide a list of nurses from whom deductions were made, including deletions (indicating terminations), and additions from the preceding month and their social insurance numbers. A copy of this list will be sent to the local Association.
- 5.06 The Hospital agrees that an officer of the Association or nurse representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance as determined by local negotiation and may be arranged collectively or individually by the Hospital.

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

ARTICLE 6 - REPRESENTATION AND COMMITTEES

6.01 Nurse Representatives & 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 chair. This committee shall **operate and** conduct itself in accordance with the provisions of the Collective Agreement and the number of nurses on the Grievance Committee is set out in the Appendix of Local Provisions.
- (c) It is agreed that 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/he is not ordinarily employed she/he shall, immediately upon entering such nursing unit, report her/his 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/his designate and of the local Association, one of whom shall be the Local President or her/his designate. The number of representatives is set out in the Appendix of Local Provisions and the membership of the Committee may be expanded by mutual agreement.

(b) The Committee shall meet every two (2) months unless otherwise agreed and as required under Article 8.01 (a) (i). The duties of chair and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.

(c) The purpose of the Committee includes:

- i) promoting and providing effective and meaningful communication of information and ideas: making joint recommendations on matters of concern including the quality and **quantity** of nursing care:
- 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 local Association attending at such meetings.

6.03

(a) Negotiating Committee

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

(b) Central Negotiating Team

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

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

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

Upon reference to arbitration, the Central Negotiating Team members shall receive unpaid time off for the purpose of attending arbitration hearings. Time spent on such meetings will not be considered leave under Article 11.02, Leave for Association Business.

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

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

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

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

6.04 Joint Occupational 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 Joint Occupational 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 recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil 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 representatives to perform these duties shall be granted.

A member of a committee is entitled to,
(a) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting:

(b) such time as is necessary to attend meetings of the committee: and

(c) such time as is necessary to carry out [inspections and investigations under subsection 9(26) †9(27) † and 9(31) of the Act.]" ref.

Occupational Health and Safety Act, Sec. 9(34)

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

- (g) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (i) Where the Hospital identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.
- (j) At least one of the employees representing workers under the Occupational Health and Safety Act, who are trained to be certified workers as defined under the Act, shall be from the Association. The parties agree that it will not be a breach of this provision if only one employee representing workers i's trained to be a certified worker and such employee is not from the Association provided that the next employee representing workers trained to be a certified worker is from the Association.
- (k) A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper. ref. Occupational Health and Safety Act, Sec. 9(36) "[This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified." ref. Sec 9(37)
- (l)(1) This section does not apply to a nurse
 - (a) when circumstances described below is inherent in the worker's work or is a normal condition of the worker's employment; or
 - (b) when the worker's refusal to work would directly endanger the life, health or safety of another **person.**" ref. Occupational Health and Safety Act, Sec. 43(1)

(2) A worker may refuse to work or do particular work where he or she has reason to believe that,

(a) any equipment, machine, device or thing he or she is to use or operate is likely to endanger himself, herself or another worker;

(b) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or

(c) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another worker ." ref. Occupational Health and Safety Act, Sec. 43(3)

- NOTE: Issues relating to chairing of meetings and responsibility for the taking of minutes should be discussed locally with the Hospital and the other Unions representing employees of the Hospital.
- 6.05 The Association may hold meetings on Hospital premises providing permission has been first obtained from the Hospital.
- 6.06 The Association shall keep the Hospital notified in writing of the names of the nurse representatives and/or Committee members and Officers of the Local Association appointed or selected under this Article as well as the effective date of their respective appointments.
- 6.07 All reference to nurse representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Local Association.
- 6.08 The Hospital agrees to give representatives of the Ontario Nurses' Association access to the premises of the Hospital for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of

the Administrator which will not be unreasonably withheld.

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

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

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

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is **arbitrable**.

7.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her/his 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/he has first given her/his immediate supervisor the opportunity of adjusting **the** complaint. Such complaint shall be discussed with her/his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse 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/his 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/his 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/his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her/him. 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/his designate who will deliver her/his decision in writing within nine (9) calendar days from the date on which the written grievance was presented to her/him. 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/his designate. A meeting will then be held between the Hospital Administrator or her/his 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/his designate may have such counsel and assistance as she/he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting. Copies of third step grievance replies will be provided to the Employment Relations Officer.,

7.04 A complaint or grievance arising directly between the Hospital and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Hospital shall be filed with the Local President or her/his 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/his 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 for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:

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

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

A claim by a probationary nurse that she has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Hospital at Step 3 within seven (7) days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below.

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

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.

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 thirty-six (36) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) 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 The time prior to referral to arbitration may be **utilized** by the Association and/or the Hospital to suggest and possibly agree on a dispute resolution mechanism other than a three person Board of Arbitration and either party may request the appointment of a Grievance Settlement Officer other than in matters pertaining to the interpretation of central collective agreement language.

In matters pertaining to the interpretation of central collective agreement language, either party may refer the matter to the central parties for review. The central parties will make recommendations to their respective local parties with respect to the case. The central parties may be accompanied by representatives of the Hospital or the local Association at any meeting held to review such grievances.

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 chair of the Arbitration Board. If they are unable to agree upon such a chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chair.

- 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 chair will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 7.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if **any**, of the chair of the Arbitration Board.
- 7.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 45(8)(8.3) 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 the nurse or group of nurses have cause to believe that she/he or they are being asked to

perform more work than is consistent with proper patient care, she/he or they shall:

- (a) i) Complain in writing to the **Association-Hospital Committee** within fifteen (15) calendar days of the alleged improper assignment. The Chair of the **Association-Hospital Committee** shall convene a meeting of the Association-Hospital Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - 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 Chair.
 - 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.
 - (iv) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Employment Relations Officer and the Nursing Practice Officer, may attend meetings held between the Hospital and the Association under this provision.
 - (v) Any complaint lodged under this provision shall be on the form set out in Appendix 6.
- (b) i) The list of Assessment Committee Chairs is attached as Appendix 2. During the term of

this Agreement, the parties shall meet, as necessary to review and amend by agreement the list of chairs of Professional Responsibility Assessment Committees.

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

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

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

8.02 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 the 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 who displace other nurses in the event of a long-term layoff, nurses recalled from layoff, nurses whose probationary period has been extended under Article 10.01, and nurses who are transferred on a permanent basis may be provided any orientation determined necessary by the Hospital for the purposes of allowing the nurse to assume satisfactorily the duties of such position. A request by such a nurse for orientation shall not be unreasonably denied.

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

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

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

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

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

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

The Hospital agrees to discuss with the Association the effect of such technological changes on the employment status of the nurses and to consider practical ways and means of **minimizing** the adverse effect, if any, on the nurses concerned.

Nurses, who are subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the

requirements of the applicable legislation and the provisions of Article 10.07 will apply.

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

ARTICLE 9 - ACCESS TO FILES

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

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

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

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

ARTICLE 10 - SENIORITY

- 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/his 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/he has previously completed one since her/his date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) during the nine months immediately preceding the transfer shall be credited towards the probationary period.

10.02 (a) A seniority list shall be established for all full-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary nurses shall be included in the seniority list.

- (b) A seniority list shall be established for all regular part-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular part-time probationary nurses shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.

(c) A seniority list shall be maintained for casual ~~part-~~time nurses for the purposes of Article 10.05 only. Seniority on such lists will be expressed in terms of total hours worked, and shall be established on the following basis:

- i) At hospitals where casual nurses had seniority under the provisions of a Collective Agreement prior to October 23, 1981, such seniority shall continue with accumulation of hours worked since October 23, 1981.
- ii) At hospitals where there was no such seniority, the seniority list shall show accumulation of hours worked since October 23, 1981.
- iii) Subsequently certified Hospitals shall establish dates for the commencement of the accumulation of seniority by local negotiations in accordance with the terms of the Memorandum of Conditions for Joint Bargaining.

(d) A copy of the current seniority lists will be filed with the President of the Local Association or her/his 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/he is transferred from full-time to part-time or in the event she/he is transferred from casual to regular part-time or vice versa. A nurse whose status is changed from full-time to part-time shall receive credit for her/his full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her/his full seniority and service on the basis of one (1) year of seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

10.04 If a nurse's absence without pay from the Hospital including absences under Article 11, Leaves of Absence, exceeds thirty (30) continuous calendar days she/he 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/he is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Hospital to prepay the full premium of any applicable **subsidized** benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure her/his continuing coverage.

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

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

period of up to thirty-five (35) weeks while such nurse is on a parental leave under Article 11.08.

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

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

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 full-time or regular part-time nurse shall lose all service and seniority and shall be deemed to have terminated if she/he:

- (a) leaves of her/his own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four (24) calendar months: save that, in order to take account of the Social Contract Act, 1993, any loss of service and seniority and any termination under this clause (c) shall be deferred until March 31, 1996;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Hospital's ability to provide adequate patient care, unless a satisfactory reason is given to the Hospital;
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a satisfactory reason to the Hospital;
- (f) fails to return to work (subject to the provisions of 10.05 (e)) upon termination of an **authorized** leave of absence without satisfactory reason or **utilizes a leave** of absence for purposes other than that for which the leave was granted;
- (g) fails upon being notified of a recall to signify her/his intention to return within twenty (20) calendar days after she/he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within thirty (30) calendar days after she/he has received the

notice of recall or such further period of time as may be agreed upon by the parties.

- (h) is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced.

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

10.06 (a) Where a permanent full-time or regular part-time vacancy occurs in a classification within the bargaining unit(s) or a new position within the bargaining unit(s) is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses in the bargaining unit(s), may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days.

- (b) A nurse may make a written request for transfer by advising the Hospital and filing a Request for Transfer form indicating her/his name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as of the date it is received by the Hospital and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

A list of vacancies filled in the preceding month under Article 10, and the names of the successful applicants, will be posted, with a copy provided to the Association. Unsuccessful applicants will be notified.

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

- (c) Nurses shall be selected for positions under Article 10 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/his ONA bargaining unit, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she/he cannot satisfactorily perform the job to which she/he 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/him to her/his former job, and the filling of the subsequent vacancies will likewise be reversed.

- (d) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time nurse, consideration will be given to casual part-time nurses in the bargaining unit on the basis of seniority **who are** qualified to perform the work in question, prior to **utilizing** non-bargaining unit nurses supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for **pay** for time not worked while proper arrangements are made to fill the vacancy. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time and shall be covered by the terms of the part-time collective agreement. Upon completion of the temporary vacancy, such nurse shall **be** reinstated in 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/his selection.

- 10.07
- (a) A "layoff" shall include a reduction in a nurse's hours of work, a cancellation of all or part of a nurse's schedule shift and a displacement of a nurse from her area of assignment.
 - (b) A "short-term layoff" shall mean
 - (i) a layoff resulting from a planned temporary closure of any part of the Hospital's facilities during all or part of the months of July and August (a "summer shutdown") or during the period between December 15th and January 15th inclusive (a "Christmas shutdown");
 - (ii) a layoff resulting from an emergency which is not anticipated to exceed 30 calendar days.
 - (c) An "intermediate layoff" shall mean
 - (i) a layoff resulting from a planned temporary closure, not anticipated to exceed six months in length, of any part of the Hospital's facilities for the purpose of construction or renovation;
 - (ii) any other temporary layoff which is not anticipated to exceed three months in length.
 - (d) A "long-term layoff" shall mean any layoff which is neither a short-term nor an intermediate layoff.
 - (e) The Hospital shall provide the local Association with no less than 90 calendar days notice of a summer shutdown, with reasonable notice of any other short-term layoff, and with no less than 30 calendar days' notice of an intermediate layoff. Notice shall not be required in the case of a cancellation of all or part of a single scheduled shift, provided that Article 14.12 (14.11 part-time) has been complied with. In giving such notice, the Hospital will indicate to the local Association the reasons causing the layoff and the anticipated duration of the layoff and will identify the nurses likely to be affected. If requested, the Hospital will meet with the local Association to review the effect on nurses in the bargaining unit.
 - (f) The Hospital shall provide the local Association with no less than 90 calendar days' notice of a

long-term layoff and shall meet with the local Association to review the following:

- (i) the reasons causing the layoff;
- (ii) the service which the Hospital will undertake after the layoff; and
- (iii) the method of implementation including the areas of cut-back and the nurses to be laid off; and
- (iv) any limits which the parties may agree on the number of nurses who may be newly assigned to a unit or area.

- 10.08
- (1) In the event of a layoff, nurses shall be laid off in the reverse order of seniority provided that the **nurses who** are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off.
 - (2) Nurses shall have the following entitlements in the event of a layoff:
 - (a) A nurse who has been notified of a short-term layoff may
 - (i) accept the layoff; or
 - (ii) accept an assignment by the Hospital to a **vacant** position, provided she is qualified to perform the available work, and in making such an assignment the Hospital shall take account of the nurse's stated preference; or
 - (iii) if there are not sufficient vacant positions, displace the least senior nurse in the bargaining unit whose work she is qualified to perform.
 - (b) A nurse who has been notified of an intermediate layoff may
 - (i) accept the layoff, or
 - (ii) opt to retire if eligible under the terms of the Hospital's pension plan as outlined in Article 17.04; or

(iii) elect to transfer to a vacant position, provided she is qualified to perform the available work; or

(iv) displace the least senior nurse in the bargaining unit whose work she is qualified to perform.

(c) A nurse who has been notified of a long-term layoff may

(i) accept the layoff; or

(ii) opt to retire if eligible under the terms of the Hospital's pension plan as outlined in Article 17.04; or

(iii) elect to transfer to a vacant position provided that she is qualified to perform the available work: or

(iv) displace another nurses in any classification who has lesser bargaining unit seniority and whose work the nurse subject to layoff is qualified to perform.

(d) In all cases of layoff:

(i) Any agreement between the Hospital and the Association concerning the method of **implementation of** the layoff shall take precedence over the terms of the article. The unavailability of a representative of the Association shall not delay any meeting regarding layoffs or staff reductions.

(ii) Where a vacancy occurs in a position following a layoff hereunder as a result of which a nurse has been transferred to another position, the affected nurse will be offered the opportunity to return to her former position providing such a 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.

(iii) No reduction in the hours of work shall take place to prevent the impact of a layoff without the consent of the Association.

(iv) All regular part-time and full-time nurses represented by the Association who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.

(v) Full-time and part-time layoff and recall rights shall be separate.

(vi) Casual part-time nurses shall not be **utilized** while full-time or regular part-time nurses remain on layoff, unless the provisions of Article 10.09 have been complied with.

(vii) No new nurses shall be hired until all those nurses who retain the right to be recalled have been given an opportunity to return to work.

(viii) In this Article, a "**vacant position**" shall mean a position which the posting process has been completed and no successful applicant has been appointed.

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

- (a) Full-time and regular part-time nurses on layoff may notify the Hospital of their interest in accepting occasional vacancies and/or temporary vacancies which may arise and for which they are qualified. Such notification of interest shall state any restrictions on the type of assignment which a nurse is willing to accept, and shall remain valid for six weeks. However if a nurse declines an occasional or temporary

vacancy the Hospital shall not be obliged to call upon her again during the balance of the six-week period.

- (b) For the purposes of this article, an **"occasional vacancy"** shall mean an assignment which is anticipated not to exceed five shifts (37.5 hours). Occasional vacancies shall be offered first to regular part-time nurses on layoff who have expressed interest, and if no such part-time nurses accepts then to full-time nurses on layoff who have expressed interest, and if no such full-time nurse accepts then to casual **part-time** nurses.
- (c) For the purposes of this article, a **"temporary vacancy"** shall mean an assignment which is anticipated to exceed five shifts (37.5 hours). Temporary vacancies which arise in the full-time bargaining unit shall be offered by seniority first to full-time nurses on layoff who have expressed interest, and if no such full-time nurse accepts then by seniority to regular part-time nurses on layoff who have expressed interest, and if no such **part-time** nurse accepts then to casual **part-time** nurses. Temporary vacancies which arise in the part-time unit shall be offered by seniority first to regular part-time nurses on layoff who have expressed interest, and if no such **part-time** nurse accepts then by seniority to full-time nurses on layoff who have expressed interest, and if no such **full-time** nurse accepts then to casual **part-time** nurses.
- (d) A nurse to whom an occasional or temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain her position on the recall list. Acceptance of a temporary or occasional vacancy shall not constitute a recall from layoff unless the temporary vacancy is anticipated to exceed sixty (60) calendar days. A full-time nurse on layoff who accepts a temporary or occasional vacancy shall be paid her regular full-time rate of pay together with a percentage in lieu of

benefits at the rate specified for **part-time** nurses at the Hospital; a full-time nurse who has worked for more than **600** hours in **140** calendar days as the result of accepting one or more temporary vacancies shall thereafter be eligible for coverage as a full-time nurse and shall be paid accordingly, and shall continue to receive benefit coverage so long as she continues to fill a temporary vacancy.

- 10.10 (a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than one (1) year shall, subject to (d) below, retain, but not accumulate, her/his seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she/he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her/his return to the bargaining unit.
- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her/his return to the bargaining unit.
- (c) In the case of nurses who are employed by the Hospital in a position outside of the bargaining unit as at May 1, 1994, such nurses shall be credited with seniority held at the time of transfer and resume accumulation from the date of her/his return to the bargaining unit if such return occurs prior to April 30, 1997.
- (d) In the event that a nurse is transferred out of the bargaining unit under (a) above for a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she/he 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.
- 10.11 (a) Nurses who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by full-time and regular part-time nurses in the bargaining unit which shall

directly cause or result in the layoff, loss of seniority or service or reduction in benefits to full-time and regular part-time nurses in the bargaining unit.

- (b) The Hospital shall not contract out the work of a bargaining unit nurse if, as a result of such contracting out, any bargaining unit nurse other than a casual part-time nurse is laid off, displaced or loses hours of work or pay. Prior to contracting out any available work, the Hospital will first offer the work on the basis of seniority to regular part-time nurses in the bargaining unit. Contracting out to an Employer who is **organized** and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence.

10.12 RATIONALIZATION OF HEALTH CARE SERVICES

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

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

anticipated to result (**ref:** Guidelines, paragraph 6); notice to affected nurses and the Association shall include the estimated number and types of positions anticipated to be available, and their location, as the result of the **rationalization** (**ref:** Guidelines, paragraph 8);

- (d) if services in the Hospital are to be reduced or eliminated as the result of a **rationalization**, or if the employment of nurses is otherwise to be affected, the Hospital shall prepare a list of the affected nurses in order of seniority by jobs for which it considers such nurses are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit (**ref:** Guidelines, paragraph 7):
- (e) if a **rationalization** is anticipated to result in a loss of employment for nurses at another hospital by reason of the establishment of a new unit or the enlargement or extension of services at the Hospital:
 - (i) in the period before a **rationalization** takes place, where a permanent vacancy occurs and has not been filled after Article 10.06 has been complied with, the vacancy shall be filled by the senior qualified employee of the other hospital who wishes to make an early transfer. A nurse taking such a position shall be treated as a transferring employee and not as a new hire (**ref:** guidelines, paragraph 5);
 - (ii) when the **rationalization** takes place, and when nurses formerly employed by the other hospital or hospitals involved are transferred to the Hospital, such nurses shall maintain their seniority dates and shall be placed on seniority lists at the Hospital accordingly. Thereafter they shall exercise seniority rights in **accordance** with this agreement (**ref:** Guidelines, paragraph 13). Following

implementation of the **rationalization**, no nurse who has been transferred to the Hospital shall suffer a reduction in wages. If the wage grid in effect at the Hospital does not correspond to the grid in effect at the hospital at which such nurses were formerly employed, nurses whose wages were not identical to a wage step on the Hospital's grid shall be moved to the next higher step. Where the transferring nurse's salary exceeds the range maximum, the nurse's salary will be maintained (**ref: Guidelines, paragraph 14**);

- (iii) nurses who have been transferred to the Hospital shall be subject to the benefit plans of the Hospital in the manner provided under the collective agreement. The retention, modification or abandonment of superior conditions and the provisions of sick leave plans, to which nurses who have been transferred to the Hospital were formerly subject, shall be negotiated between the Association and the Hospital. Nurses who have been transferred to the Hospital shall retain their former level of vacation entitlement or shall be entitled to the level provided by this agreement, whichever is the greater (**ref: Guidelines, paragraph 15**).
- (iv) Hours of work shall be those of the Hospital (**ref: Guidelines, paragraph 16**)
- (v) A nurse who has been transferred to the Hospital and who has not completed his/her probationary period at the hospital where he/she was formerly employed shall receive credit for her **service** during such probationary period, and shall complete the balance of the probationary period required by this agreement. No new probationary period shall be served by a nurse who has been transferred

to the Hospital (ref: Guideline,
paragraph 17).

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/his designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

11.02 Leave for Association Business

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

11.03 Leave. Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she/he may require to fulfil the

duties of the position. Reasonable notice - sufficient to adequately allow the Hospital to **minimize** disruption of its services shall be given to the Hospital for such leave of absence. Notwithstanding Article 10.04, there shall be no loss of seniority or service during such **leave of absence**. Leave of absence under this provision shall **be** in addition to the Association leave provided in Article 11.02 above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Hospital and the Association agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits,

11.04 Leave, President, O.N.A.

Upon application in writing by the Association on behalf of the nurse to the Hospital, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) consecutive 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/his intention to return to work at least two (2) weeks prior to the date of such return.

11.05 Bereavement Leave

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

11.06 Jury & Witness Duty

If a full-time or regular Dart-time nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the **Crown** is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties at the hospital, the nurse shall not lose 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/he will be required to attend court;
- (b) presents proof of service requiring the nurse's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

11.07 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. A nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received **by the** Hospital at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case the nurse shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her/his probationary

period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10 to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) The Hospital may request a nurse to commence 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.
- (f) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy five 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 the nurse is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

11.08 Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 11.07 is eligible to be granted a parental leave of up to eighteen (18) weeks' duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. If because of late receipt of confirmation of the pending adoption the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The nurse shall be reinstated to her/his former position, unless her/his former position has been discontinued, in which case she/he shall be given a comparable job;
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her/his probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10 to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

The Hospital will outline to nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- (e) On confirmation by the Unemployment Insurance Commission of the appropriateness of the

Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy five per cent (75%) of the nurse's regular weekly earnings and the sum of the nurse's 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/he is in receipt of Unemployment Insurance parental benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The nurse's regular weekly earnings shall be determined by multiplying the nurse's regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours.

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

11.09 Education Leave

- (a) Leave of absence, without pay, for the purposes of further education directly related to the nurse's employment with the Hospital may be granted on written application by the nurse to the Director of Nursing or her/his 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/his regularly scheduled working hours for the purpose of writing any examinations required in any **recognized** course in which nurses are enrolled to upgrade their nursing qualifications.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the nurse's employment at the hospital may be granted at the discretion of the

Hospital upon written application by the nurse to the Director of Nursing or her/his designate.

- 11.10 Professional leave with pay will be granted to full-time and regular Dart-time nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

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

11.11 Pre-paid Leave Plan

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/his designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her/him until the year of the leave or upon withdrawal from the **plan**.

- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if **any**, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The full-time nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she/he 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 the nurse within a reasonable period of time.
- (l) The nurse will be reinstated to her/his former position unless the position has been discontinued, in which case she/he 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 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,

11.12 Secondments

A nurse who is seconded from the Hospital to a bipartite or tripartite committee/position involving the Health Sector or the Broader Public Sector shall be granted a leave of absence without pay for a period of up to five (5) years. Notwithstanding Article 10.04 there shall be no loss of seniority or service during such leave. Subject to the agreement of the agency to which the nurse is seconded, the nurse's salary and applicable benefits shall be maintained by the hospital and the hospital shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the nurse is seconded. The nurse agrees to notify the Hospital of her intention to return to work at least two (2) weeks prior to the date of such return.

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 - FULL-TIME

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

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

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

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

- (a) supplement payment for sick leave days under the new plan which would otherwise be at less than full wages, and;
- (b) where a payout provision existed under the former sick leave plan in the Collective Agreement, payout shall be made on the termination of employment, or in the case of death, to the nurse's estate. The amount of the payout shall be a cash settlement at the nurse's then current salary rate for any unused sick credits to the maximum provided under the sick leave plan in which the nurse participated as of the date of this award;

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

- 12.04 When a nurse has completed any portion of her/his regularly scheduled tour prior to going on sick leave benefits or Workers' Compensation benefits, the nurse shall be paid for the balance of the tour at her/his regular straight time hourly rate. This provision will not **disentitle** the nurse to a lieu day under Article 15.05 if she/he otherwise qualifies.
- 12.05 Nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.
- 12.06 A nurse who transfers from full-time to part-time may elect to retain her/his accumulated sick leave credits to be **utilized** during part-time or subsequent full-time employment as provided under the sick leave plan in which the nurse participates as of 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/his bank annually.
- 12.12 For nurses whose regular hours of work are other than the standard work day, the short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of **562.5** hours. All other provisions of the existing plan shall apply **mutatis mutandis**.
- 12.13 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 12.14 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefits the nurse would receive from Workers' Compensation if the nurse's claim was approved, or the benefit to which the nurse would be entitled under the short term sick portion of the disability income plan (**HOODIP** or equivalent plan). Payment will be provided only if the nurse provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The 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.

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

ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY - PART-TIME

- 12.16 Part-time nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.
- 12.17 A nurse who transfers from full-time to part-time may elect to retain her/his accumulated sick leave credits to be **utilized** during part-time or subsequent full-time employment as provided under the sick leave plan in which the nurse participates as of October 23, 1981.
- 12.18 The Hospital and the Association **recognize** their joint duty to accommodate handicapped employees in accordance with provisions of the Ontario Human Rights Code.

ARTICLE 13 - HOURS OF WORK

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

Subject to Article 13.02 below:

- (a) The normal daily tour shall be seven and **one-half** (7-1/2) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes' duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 14.
- (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour. The scheduling of meal periods and relief periods shall be determined by local negotiations.
- (c) The regular daily tours of duty of a full-time nurse shall average five (5) days per week over the nursing schedule determined by the Hospital.

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/his supervisor that she/he has been or will be unable to take the normal lunch break due to the requirement of providing patient care, such nurse shall be paid time and one half (1-1/2) the nurse's regular straight time hourly rate for all time worked in excess of her/his normal daily hours.

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

The normal daily extended tour shall be 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 full-time nurse is **authorized** to work in excess of the hours referred to in Article 13.01 (a) or (c), she/he shall receive overtime premium of one and **one-half** (1-1/2) times the nurse's 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/his normal daily tour. If **authorized** overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article

13.01 (a) and (c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will **disentitle** the nurse to payment of the normal tour differential provided herein. For purpose of **clarity**, a nurse who is required to work on her/his scheduled day off shall receive overtime premium of one and one-half (1-1/2) times her/his regular straight time hourly rate. The Hospital agrees that if the Collective Agreement provided a greater overtime premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

If a part-time nurse is **authorized** to work in excess of the hours referred to in Article 13.01 (a), the nurse shall receive overtime premium of one and one-half (1-1/2) times her/his regular straight time hourly rate. A part-time nurse (including casual nurses but not including part-time nurses who are filling temporary full-time vacancies) who works in excess of **seventy-five (75)** hours in a two (2) week period shall receive time and one-half (1-1/2) her/his regular straight time hourly rate for all hours worked in excess of **seventy-five (75)**. A part-time nurse who is filling a temporary full-time vacancy shall receive time and **one-half (1/2)** her/his regular straight time hourly rate for all hours worked in excess of an average of 37 1/2 hours per week over the full-time nursing schedule determined by the Hospital. Such averaging will commence at the conclusion of the two week period following the nurse's transfer to the temporary **full-time** position and will end at the conclusion of the two week period prior to the nurse's return to her/his former position. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her/his normal daily tour. If **authorized** overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 13.01 (a) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will **disentitle** the nurse to payment of the normal tour differential provided herein. The Hospital agrees that if the Collective Agreement provided a greater premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to

entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

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

14.07 A nurse who is required to remain available for duty on standby outside her/his regularly scheduled working hours shall receive standby pay in the amount of two dollars and fifty cents (**\$2.50**) per hour for the period of standby scheduled by the Hospital. Where such **standby** duty falls on a paid holiday as set out in the Appendix of Local Provisions, the nurse shall receive standby pay in the amount of three dollars (**\$3.00**) per hour. Standby pay shall, however, cease where the nurse is called in to work under Article 14.06 above and works during the period of standby.

14.08 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).

The regular straight time hourly rate for part-time nurses will be the hourly rate in the wage schedule set forth in Article 18.01 (a).

14.09 Where a nurse has worked and accumulated approved hours for which she is entitled to be paid premium pay (other than hours relating to working on paid holidays) such nurse shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half (1-1/2) then time off shall be at time and one-half (1-1/2)). Where a nurse chooses equivalent time off such time off must be taken within the period **set out** in the Appendix of Local Provisions or payment in accordance with the former option shall be made. Nurses in the bargaining unit engaged in teaching in Schools for RPN's working overtime in excess of their average weekly hours referred to in Article 13.01 (c) which have been **authorized** in advance by the Director of the School, shall be entitled to compensating time off in accordance with the foregoing.

14.10 A nurse shall be paid a shift premium of one dollar (**\$1.00**) per hour for each hour worked which falls within the hours defined as an evening shift and one dollar and twenty-five cents (**\$1.25**) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate. The defined hours of a night and evening shift shall be a matter for local negotiation.

14.11 Ambulance Escort

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

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

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

- (b) Where such duties extend beyond the nurse's 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 the nurse's next regularly scheduled shift she/he will maintain her/his regular earnings for that full shift.

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

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

NOTE: 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 full-time work schedules shall be as set out in the Appendix of Local Provisions. It shall be the responsibility of the nurse to consult posted work

schedules. The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse. Where less than forty-eight (48) hours' notice is given personally to the nurse, time and one-half (1-1/2) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of the nurse's new schedule.

The posting of work schedules for regular part-time nurses shall be determined by local negotiations. It shall be the responsibility of the regular part-time nurse to consult posted work schedules. The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the regular part-time nurse.

Where less than twenty-four (24) hours' notice is given personally to the regular part-time nurse, time and one-half (1-1/2) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of the nurse's new schedule. Such changes shall not be considered a layoff.

Where a nurse is called in to work a regular shift less than two (2) hours prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then the nurse will be paid for a full tour provided that the nurse works until the normal completion of the tour.

Casual part-time nurses whose work schedule has been prescheduled and whose schedule is changed with less than twenty-four (24) hours notice then paragraph (b) - shall apply to casual part-time nurses.

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

14.14 A nurse who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, and shall be provided at the time

of the meal period with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the hot meal. Other nurses required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a ½ hour paid meal period and shall be provided with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the hot meal.

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

ARTICLE 15 - PAID HOLIDAYS - FULL-TIME

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

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

- 15.02 In order to qualify for pay for a holiday, a full-time nurse shall complete her/his full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Hospital or the nurse was absent due to:

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

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which the nurse may otherwise have been entitled unless she/he 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, the nurse's vacation shall be extended by one (1) day unless the nurse and the Hospital agree to schedule a different day off with pay.

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

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

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

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

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

ARTICLE 15 - PAID HOLIDAYS - PART-TIME

15.08 If a regular part-time nurse works on any of the holidays listed in Article 15.01 of the full-time Agreement, the nurse shall be paid at the rate of time and one-half (1-1/2) her/his regular straight time

hourly rate (as set out in the Wage Schedule) for all hours worked on such holiday, subject to the application of Article 14.04 regarding hours worked in addition to her/his full tour.

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

ARTICLE 16 - VACATIONS - FULL-TIME

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

- (a) Nurses who have completed less than one (1) year of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to a vacation on the basis of 1.25 days (9.375 hours for nurses whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of 6% of gross earnings.
- (b) Nurses who have completed one (1) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay (112.5 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c) Nurses who have completed three (3) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay, (150 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives

paid leave for a total of at least 1525 hours in the vacation year.

- (d) Nurses who have completed fifteen (15) 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.
- (e) 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/he will receive vacation pay based on a percentage of the nurse's gross salary for work performed on the following basis:
 - 3 week entitlement - 6%
 - 4 week entitlement - 8%
 - 5 week entitlement - 10%
 - 6 week entitlement - 12%

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

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

16.03 For the purpose of vacation entitlement, service for those nurses whose status is changed, on or after October 23, 1981, from part-time to full-time or vice-versa, shall mean the combined service as a part-time

and full-time nurse employed by the Hospital and accumulated on a continuous basis. For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

- 16.04 Full-time nurse teachers shall be entitled to one additional week of vacation with pay which shall be taken at either the Spring Break or the Christmas Break.
- 16.05 (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such **hospitalization** shall be considered sick leave.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- (d) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 11.05.
- (e) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 16 - VACATION - PART-TIME

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

3 week entitlement - 6%

4 week entitlement - 8%

5 week entitlement - 10%

6 week entitlement - 12%

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

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

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

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

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

16.10 Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 11.05.

The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the-employee's vacation credits.

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

ARTICLE 17 - HEALTH AND WELFARE BENEFITS - FULL-TIME

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

- (a) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Ontario Health Insurance Plan.
- (b) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (c) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (maximum \$300/person) and vision care (maximum \$60 every 24 months).
- (d) The Hospital agrees to contribute 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under **H.O.O.G.L.I.P.** or such other group life insurance plan currently in effect providing the balance of the monthly premiums are paid by the nurses through payroll deduction. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the nurse is entitled.

(e) Hospitals of Ontario Voluntary Life Insurance Plan

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

- (f) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible

nurses in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the nurses through payroll deduction.

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

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 enrolment or other requirements of the Plan. In no instance shall the first billing date for a nurse occur later than the first day of the fourth full month following the month in which the newly-hired nurse was first employed.

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

17.04 All present nurses enrolled in the Hospital's Pension Plan shall maintain their enrolment 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, enrol in the Plan when eligible in accordance with its terms and conditions.

17.05 The Hospital shall continue to pay the premiums for benefit plans under Articles 17 and 12, as applicable, for nurses who are on paid leave of absence or Workers' Compensation or at any time when salary is received, or as provided in Article 10.04. Such payment shall also continue while a nurse is on sick leave (including the Unemployment Insurance Period) or on Long Term Disability to a maximum of thirty (30) months from the time the absence commenced. Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the layoff does not exceed one year.

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

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

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

17.08 Unemployment Insurance Rebate

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

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

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/his telephone number.
- 18.04 Medical examinations, **re-examinations** and any tests required under the Public Hospitals Act will be provided by the Hospital in compliance with the Regulations. The nurse may choose her/his personal physician for all such examinations, except the **pre-employment medical**, unless the Hospital has a specific objection **to the** physician selected.
- 18.05 Current provisions in Collective Agreements relating to the provision of x-rays, laboratory work, **immunization** injections, gamma globulin and other programs shall be continued.
- 18.06 Prior to effecting any changes in rules or policies which affect nurses covered by this Agreement, the Hospital will discuss the changes with the Association and provide copies to the Association.

ARTICLE 19 - COMPENSATION

- 19.01 (a) The pay equity adjusted 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 pay equity adjusted monthly wage schedule for a full-time Registered Nurse and the pay equity adjusted regular straight time hourly rates for all regular and casual **part-time** registered nurses at hospitals covered by the Central Pay Equity Settlement dated June 4, 1993, shall be as follows:

Classification - Resistered Nurse

Effective April 1, 1993

	<u>Regular Straight Time Hourly Rate</u>	<u>Monthly Rate</u>
Start	\$17.10	2778.75
1 Year	18.00	2925.00
2 Years	18.75	3046.88
3 Years	19.78	3214.25
4 Years	20.80	3380.00
5 Years	21.83	3547.38

6 Years	23.11	3755.38
7 Years	24.39	3963.38
8 Years	25.67	4171.38
9 Years	26.96	4381.00

Effective January 1, 1994

	<u>Regular Time</u>	<u>Straight Hourly Rate</u>	<u>Monthly Rate</u>
Start	\$17.38		2824.25
1 Year	18.28		2970.50
2 Years	19.03		3092.38
3 Years	20.06		3259.75
4 Years	21.08		3425.50
5 Years	22.11		3592.88
6 Years	23.39		3800.88
7 Years	24.67		4008.88
8 Years	25.95		4216.88
9 Years	27.24		4426.50

Effective January 1, 1995

	<u>Regular Time</u>	<u>Straight Hourly Rate</u>	<u>Monthly Rate</u>
Start	\$17.66		2869.75
1 Year	18.56		3016.00
2 Years	19.31		3137.88
3 Years	20.34		3305.25
4 Years	21.36		3471.00
5 Years	22.39		3638.38
6 Years	23.67		3846.38
7 Years	24.95		4054.38
8 Years	26.23		4262.38
9 Years	27.52		4472.00

Effective January 1, 1996

	<u>Regular Time</u>	<u>Straight Hourly Rate</u>	<u>Monthly Rate</u>
Start	\$17.94		2915.25
1 Year	18.84		3061.50
2 Years	19.59		3183.38
3 Years	20.62		3350.75
4 Years	21.64		3516.50
5 Years	22.67		3683.88
6 Years	23.95		3891.88
7 Years	25.23		4099.88
8 Years	26.51		4307.88
9 Years	27.80		4517.50

NOTE: Where a Participating Hospital listed in Appendix "A" to the Memorandum of Conditions for Joint Bargaining, dated November 5, 1993, was not a party to the June 4, 1993 Central Pay Equity Settlement, Appendix 3 will set out the applicable rates of pay, including any pay equity adjusted rates, that apply to the nurses covered by those agreements and the rates set out in Appendix 3 will prevail over the rates set out in Article 19.01 (a) above.

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

Applicable straight time hourly rate + 13%.

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

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

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

- 19.02 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/his designate, or to the date of last hire whichever is later.
- 19.03 A Nurse is required to present to the Director of Nursing or her designate on or before February 15th of each year evidence that her Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurses's Certificate of **Registration** to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurses presents evidence that her Certificate of Registration has been reinstated, she shall be reinstated to her position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the hospital will result in the nurse being deemed to be no longer qualified and she shall be terminated from the employ of Hospital. Such termination shall not be the subject of grievance or arbitration.
- 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 the nurse shall **receive no** less an increase in salary than the equivalent of one step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which the nurse has been promoted) and the nurse shall retain her/his service review date for purposes of **wage** progression. For the purpose of this Article, promotion shall be defined **as a** move from one classification to another classification with a higher salary grid and shall not include a change of status 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/his 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, the nurse shall be paid a premium of one dollar and twenty cents (\$1.20) per hour for such duty in addition to her/his 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, the nurse shall be paid a premium of sixty cents (60¢) per hour in addition to her/his 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/his recent related clinical experience may be determined and evaluated during the nurse's probationary period. Having established the recent related clinical experience, the Hospital will credit a new full-time nurse with one (1) annual service increment for each year of experience up to a maximum of Level 6 (i.e., 5th year increment) and will credit a new part-time nurse with one (1) annual service increment for each year of experience calculated pursuant to the formula set out in Article 16.03 up to a maximum of Level 6 (i.e. 5th year increment).

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

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

- (b) Where a casual part-time nurse hired between October 1, 1987 and March 31, 1988 transfers to full-time or regular part-time, the nurse 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 full-time nurse will be advanced from her/his present level to the next level set out in the Salary Schedule, twelve (12) months after the nurse was last advanced on her/his 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, the nurse's service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

Each regular part-time nurse will be advanced from her/his present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 10.03.

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

Effective November 15, 1985 casual nurses will be placed on the salary grid in accordance with their service, such service to be calculated in accordance with the seniority calculation set out in Article 10.02. Casual part-time nurses will then advance on the grid in the same manner as regular part-time nurses.

19.07 A part-time nurse whose status is altered to full-time will assume her/his same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume her/his 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/his last advancement.

19.08 (a) When a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Association of such new or changed classification and the rate of pay established.

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

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

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

19.09 Education Allowance

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

ARTICLE 20 - JOB SHARING

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

If the Hospital 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.

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

ARTICLE 22 - DURATION

22.01 This Agreement shall continue in effect until March 31, 1996 and shall remain in effect from year to year thereafter unless either party gives the other party **written notice** of termination or desire to amend the Agreement.

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

22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

22.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

ARTICLE 23

23.01 Attached hereto and forming part of this Agreement are the following appendices:

- Appendix 1 - O.N.A. Grievance Form
- Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons
- Appendix 3 - Salary Schedule
- Appendix 4 - Superior Conditions - If Any
- Appendix 5 - Appendix of Local Provisions
- Appendix 6 - O.N.A. Professional Responsibility Complaint Form

Signed at Kingston, Ontario, this 3th day of November, 1995.

For the Hospital:

Shirley Peley

Sue Graham

Joan D. Lewis

Drainne Raley

For the Association:

Deana Holcomb

Ann Murray

Barbara Burnett

Mary Miller

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY

ASSESSMENT COMMITTEE - CHAIRPERSONS

1. Ms. **Marilynn G. Booth**
Program Manager
Continuing Education - Nursing
Ryerson Polytechnical Institute
350 Victoria Street
Toronto, ON M5B 2K3
(w) 979-5035
2. Mrs. Patricia Lang
Vice-President, Academic
Georgian College
One Georgian Drive
Barrie, ON L4M 3X9
(w) 705-728-1968 x1260
3. Ms. Louise **Lemieux-Charles**
Asst. Prof. & Program Director
HMRU, Dept. of Health Admin.
Faculty of Medicine
University of Toronto
Room 201, **McMurrich Bldg**
12 Queens Park Crescent West
Toronto, ON M4S 1A8
(w) 978-6963
4. Ms. Patricia **Mandy**
Director of Nursing
Henderson General Division
Hamilton Civic Hospitals
711 Concession Street
Hamilton, ON L8V 1C3
(w) 905-389-4411
5. Mrs. Maxine **Pastirik**
Teacher/Program Developer
Niagara College of Applied Arts
& Technology
54 Third Street
Welland, ON L3B 4W4
(w) 416-735-2211
6. Ms. Darlene Steven
Associate Professor
School of Nursing
Lakehead University
966 Oliver Road
Thunder Bay, ON P7B 5E1
(w) 807-343-8643
7. Ms. Judy **Tiivel**
Clinical Nurse Specialist -
Gerontology
Department of Nursing
The Toronto Hospital
Western Division
399 **Bathurst** Street
Toronto, ON M5T 2S8
8. Ms. Donna **Tremblay**
Dean, Health Sciences
Sault College of Applied Arts
& Technology
433 Northern Avenue
Sault Ste. Marie, ON P6A 5L3
(w) 705-759-6774

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LOCAL PROVISIONS AGREEMENT

between

ST. MARY'S OF THE LAKE HOSPITAL

and the

ONTARIO NURSES' ASSOCIATION

April 1, 1993 to March 31, 1996

FULL TIME NURSES

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SCHEDULE "A" - SALARIESFULL-TIME NURSES - MONTHLY AND HOURLY RATES

	APRIL 1, 1993		JAN. 1, 1994		JAN. 1, 1995		JAN. 1, 1996	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
<u>REGISTERED NURSE</u>								
Start	\$2,778.75	\$17.10	\$2,824.25	\$17.38	\$2,869.75	\$17.66	\$2,915.25	\$17.94
After 1 Year	\$2,925.00	\$18.00	\$2,970.50	\$18.28	\$3,016.00	\$18.56	\$3,061.50	\$18.84
After 2 Years	\$3,046.88	\$18.75	\$3,092.38	\$19.03	\$3,137.88	\$19.31	\$3,183.38	\$19.59
After 3 Years	\$3,214.25	\$19.78	\$3,259.75	\$20.06	\$3,305.25	\$20.34	\$3,350.75	\$20.62
After 4 Years	\$3,380.00	\$20.80	\$3,425.50	\$21.08	\$3,471.00	\$21.36	\$3,516.50	\$21.64
After 5 Years	\$3,547.38	\$21.83	\$3,592.88	\$22.11	\$3,638.38	\$22.39	\$3,683.88	\$22.67
After 6 Years	\$3,755.38	\$23.11	\$3,800.88	\$23.39	\$3,846.38	\$23.67	\$3,891.88	\$23.95
After 7 Years	\$3,963.38	\$24.39	\$4,008.88	\$24.67	\$4,054.38	\$24.95	\$4,099.88	\$25.23
After 8 Years	\$4,171.38	\$25.67	\$4,216.88	\$25.95	\$4,262.38	\$26.23	\$4,307.88	\$26.51
After 9 Years	\$4,381.00	\$26.96	\$4,426.50	\$27.24	\$4,472.00	\$27.52	\$4,517.50	\$27.80
<u>CLINIC NURSE</u>								
Start	\$3,146.00	\$19.36	\$3,198.00	\$19.68	\$3,250.00	\$20.00	\$3,302.00	\$20.32
After 1 Year	\$3,311.75	\$20.38	\$3,363.75	\$20.70	\$3,415.75	\$21.02	\$3,467.75	\$21.34
After 2 Years	\$3,449.88	\$21.23	\$3,501.88	\$21.55	\$3,553.88	\$21.87	\$3,605.88	\$22.19
After 3 Years	\$3,638.38	\$22.39	\$3,690.38	\$22.71	\$3,742.38	\$23.03	\$3,794.38	\$23.35
After 4 Years	\$3,826.88	\$23.55	\$3,878.88	\$23.87	\$3,930.88	\$24.19	\$3,982.88	\$24.51
After 5 Years	\$4,017.00	\$24.72	\$4,069.00	\$25.04	\$4,121.00	\$25.36	\$4,173.00	\$25.68
After 6 Years	\$4,251.00	\$26.16	\$4,303.00	\$26.48	\$4,355.00	\$26.80	\$4,407.00	\$27.12
After 7 Years	\$4,486.63	\$27.61	\$4,538.63	\$27.93	\$4,590.63	\$28.25	\$4,642.63	\$28.57
After 8 Years	\$4,722.25	\$29.06	\$4,774.25	\$29.38	\$4,826.25	\$29.70	\$4,878.25	\$30.02
After 9 Years	\$4,959.50	\$30.52	\$5,011.50	\$30.84	\$5,063.50	\$31.16	\$5,115.50	\$31.48

ST. MARY'S OF THE LAKE HOSPITAL

	APRIL 1, 1993		JAN. 1, 1994		JAN. 1, 1995		JAN. 1, 1996	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
<u>GRADUATE NURSE</u>								
Start	\$2,515.50	\$15.48	\$2,556.13	\$15.73	\$2,596.75	\$15.98	\$2,637.38	\$16.23
After 1 Year	\$2,712.13	\$16.69	\$2,752.75	\$16.94	\$2,793.38	\$17.19	\$2,834.00	\$17.44
After 2 Years	\$2,814.50	\$17.32	\$2,855.13	\$17.57	\$2,895.75	\$17.82	\$2,936.38	\$18.07
After 3 Years	\$2,955.88	\$18.19	\$2,996.50	\$18.44	\$3,037.12	\$18.69	\$3,077.75	\$18.94
After 4 Years	\$3,100.50	\$19.08	\$3,141.13	\$19.33	\$3,181.75	\$19.58	\$3,222.38	\$19.83
After 5 Years	\$3,240.25	\$19.94	\$3,280.88	\$20.19	\$3,321.50	\$20.44	\$3,362.13	\$20.69
After 6 Years	\$3,406.00	\$20.96	\$3,446.63	\$21.21	\$3,487.25	\$21.46	\$3,527.88	\$21.71
After 7 Years	\$3,565.25	\$21.94	\$3,605.88	\$22.19	\$3,646.50	\$22.44	\$3,687.13	\$22.69

APPENDIX 4

SUPERIOR CONDITIONS

FULL TIME NURSES

ARTICLE 5 - ASSOCIATION SECURITY

The Hospital shall provide the Association with a list showing the addresses of all nurses covered by this Agreement.

ARTICLE 11 - LEAVE OF ABSENCE

Nurses who are in the employ of St. Mary's of the Lake Hospital as of August 12, 1988 shall:

- (1) continue to accumulate seniority during a period of personal leave up to a maximum of ninety (90) calendar days:
- (2) shall not have credit for seniority suspended, but shall accumulate seniority during maternity leave; and
- (3) shall not have credit for seniority suspended, but shall accumulate seniority during adoption leave.

ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY

With reference to Article 12.03 of the central document, the following Articles set out the pay out provision that existed under the former Collective Agreement with St. Mary's of the Lake Employees' Association.

On termination of employment, with over ten (10) consecutive years of service, commencing from January 28th, 1966 and provided two (2) weeks notice of her intention to resign is given in writing an employee shall receive fifty percent (50%) of her accumulated sick credits, in cash; such payment not to exceed a maximum of forty-five (45) days. Termination payments of sick time in this Article shall not apply to sick credits accrued prior to January 1966.

All employees retiring at age sixty-five (65) with over ten (10) years of service from date of employment shall receive fifty percent (50%) of her accumulated sick credits, in cash: such payment not to exceed a maximum of forty-five (45) days. This will apply only to sick credits accrued after January 1966.

ARTICLE 16 - VACATIONS

A nurse who has completed fourteen (14) years of continuous service as of August 12, 1988, shall, as of June 30, 1988 receive an annual vacation of five (5) weeks with pay at her regular rate of pay.

APPENDIX 5

FULL TIME NURSES

ARTICLE A - RECOGNITION

A.01 The Hospital **recognizes** the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by St. Mary's of the Lake Hospital, Kingston, Ontario, save and except the Sisters, Patient Care **Co-ordinator** and those above the rank of Patient Care **Co-ordinator**, Nurse Clinician, and persons regularly employed for not more than forty-eight (48) hours in a two (2) week period.

ARTICLE B - MANAGEMENT RIGHTS

B.01 The Association **recognizes** that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital. The Association agrees to work with the Hospital at all times to maintain the highest standards of service and efficiency. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, classify, transfer, layoff, recall, suspend or otherwise discipline nurses, provided that a claim by a nurse that she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and highest standard of service job rating or classification, the hours of work, the tours of duty, work assignments, working schedules, methods of doing the work, the working establishment for any service and the location of work;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and

regulations shall not be inconsistent with the provisions of the Agreement.

- B.02 The Hospital **recognizes** that the rights described in this Article shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE C - NURSE REPRESENTATIVES AND ASSOCIATION COMMITTEES

C.01 Nurse Representatives

The Hospital shall **recognize** six (6) nurse representatives. There shall be no more than one (1) nurse representative from any one nursing unit. The Association shall keep the Hospital informed of the names of the nurse representatives and the areas covered.

C.02 Association-Hospital Committee

There shall be an Association-Hospital Committee comprised of five (5) representatives of the Association who shall represent both Full Time and Part Time nurses and five (5) representatives from the Hospital. Each party may have alternates to replace a member from time to time. The membership of the Committee may be expanded by mutual consent.

The fifth representative will be from Sydenham 5.

C.03 Grievance Committee

The Hospital shall **recognize** a Grievance Committee of four (4) nurse representatives who shall represent both full time and part time nurses.

C.04 Negotiating Committee

The Hospital shall **recognize** a Negotiating Committee of not more than four (4) nurses.

- C.05 The parties agree that the numbers referred to above are aggregate numbers and representatives and committee members may be drawn from either bargaining unit and shall represent both bargaining units.

ARTICLE D - SENIORITY LIST

- D.01 A copy of the Seniority List will be filed with the Local Association semi-annually in April and October and posted on the bulletin board.

ARTICLE E - LEAVE OF ABSENCE

E.01 Leave of absence for Association business shall be given for up to an aggregate maximum for all full time and part time nurses of thirty-five (35) days during any calendar year, provided two (2) weeks' notice is given to the Hospital, where possible. Such leave shall not be unreasonably withheld. It is agreed that not more than two (2) nurses shall be absent on such leave at the same time.

E.02 Prepaid Leave

No more than five (5) nurses from the Full Time and five (5) nurses from the Part Time bargaining units may be away on prepaid leave at any one time and no more than one (1) per unit may be absent at any one time.

E.03 A nurse who requests to attend a short course, workshop, seminars, or any nursing related course, may request to have her scheduled shifts rearranged in order to attend such courses. A request by a nurse to have her schedule rearranged shall not be unreasonably denied by the Hospital.

ARTICLE F - SCHEDULING

F.01 Nurses will not be scheduled to work more than seven (7) consecutive days without their consent. Four (4) days off will be scheduled for each fourteen (14) days. In any two (2) week period at least two (2) consecutive days off will be scheduled. The remaining two (2) days off may be split.

If a nurse is required to work on the eighth (8th) or consecutive day, she will be paid time and one-half (1-1/2) for all hours worked unless the nurse has requested to work.

F.02 The nurse will endeavour to submit written requests for special time off two (2) weeks in advance of posting the schedule. Requests for special time off that arise after the posting of the schedule will be submitted in writing two weeks in advance of the requested time off, except in extenuating circumstances. Such requests will not be unreasonably denied. Schedules will be posted at least four (4) weeks in advance. A nurse may be permitted to exchange her scheduled tours of duty with another nurse provided the agreement is submitted in writing, is co-signed by the nurse willing to exchange her scheduled tours of duty with another nurse and is approved by the immediate supervisor concerned and such arrangement will

not result in the requirement of any premium payment by the Hospital.

Schedules will cover a four (4) week period.

F.03 The Hospital will provide at least four (4) weekends off in eight (8).

If the nurse is required to work on a third (3rd) subsequent and consecutive weekend of **duty**, she shall receive premium pay for the hours worked save and except where:

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

F.04 (a) The regular schedule shall provide for a minimum of twenty-four (24) hours between the starting time of one (1) scheduled tour and the starting time of the next scheduled tour, when changing tours, except in an emergency, or at the request of a nurse.

(b) The **regular** schedule shall provide for a minimum of forty-eight (48) hours time off when the tour of duty is changed following night duty.

(c) Failure to provide forty-eight (48) hours off when a tour of duty is changed following night duty will result in the nurse being paid at the rate of time and one-half (1-1/2) for the first shift of the new schedule.

(d) Failure to provide twenty-four (24) hours off between a change of tour will result in the nurses being paid at the rate of time and one-half (1-1/2) for the first shift of the new schedule.

F.05 A full time nurse who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on evening or night tour. At least an equal number of weeks on days as on the evening and/or night tours shall be scheduled unless there is mutual agreement to waive the above conditions. A nurse will not be required to work days, evenings and nights in any one week's tour of duty.

F.06 A nurse will **be** scheduled off work either Christmas or **New Year's** season unless the nurse requests otherwise, **except in areas** which **are** not normally required to work

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on weekends and paid holidays. The normal scheduling provisions can be waived to accommodate this special arrangement between December 15 and January 15.

For purposes of this schedule, Christmas shall be defined as December 24, 25 and 26; New Year's as December 31 and January 1. A nurse will receive five (5) consecutive days off during this period, unless the nurse requests, in writing, less than five (5) consecutive days off for that particular Christmas schedule.

Requests for Christmas and New Years time off shall be submitted by October 25th. Time off for Christmas and New Year's shall be posted by November 25th.

- F.07 There will be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch period in each tour.
- F.08 Where a nurse chooses equivalent time off as provided by Article 14.09, such time off must be taken within sixty (60) calendar days and at a mutually agreeable time.
- F.09 Nurses currently working a permanent shift will not be required to rotate.
- F.10 All time worked on a scheduled day off will be paid at time and one-half (1-1/2) the nurse's regular straight time hourly rate.
- F.11 It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- F.12 The most senior RN on each Evening, Night, Weekend or Paid Holiday shift in each area shall be designated as Supernumerary Nurse unless such senior RN declines, in which case the designation shall go to the next most senior RN.
- F.13 There will be no scheduled split tours.
- F.14 Extended tours shall be introduced into any unit when,
- (a) eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
 - (b) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner.

A compressed work week may be discontinued in any unit when:

- (a) fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
- (b) the Hospital because of
 - i) adverse effects on patient care,
 - ii) inability to provide a workable staffing schedule, or
 - iii) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary

states its intention to discontinue the compressed work week in the schedule.

When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:

- (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- (b) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

Scheduling regulations for extended tours shall be as follows:

- (a) No more than three (3) extended tours shall be scheduled without a day off. If a nurse is required to work on a fourth extended, subsequent and consecutive day, she shall receive premium payment until a day off is granted. If, in developing the master rotation, it is impossible to find a schedule to comply with this language, the parties will meet to discuss the issue prior to implementation.
- (b) Nurses working extended tours shall have alternate weekends off. Failure to provide this shall result in the nurse receiving premium payment for such second and subsequent consecutive weekends worked until a weekend off duty is granted.
- (c) A weekend off shall be defined as at least sixty (60) consecutive hours scheduled off duty following

the completion of the Thursday night tour or the Friday day tour.

(d) Nurses shall be allowed to exchange tours subject to Article F.02.

(e) **Nurses** working extended tours shall have at least five (5) days off over Christmas or New Years, unless she requests, in writing, less than five consecutive days off for that particular Christmas schedule. Christmas is defined as December 24, 25 and 26 and New Years is defined as December 31 and January 1.

F.15 The most senior nurse shall exercise their seniority rights in selections on the master schedule.

F.16 Nurses are only required to work two shifts, either Days and Nights or Days and Evenings, when the normal work tour is 7.5 hours. Where it is not possible to accommodate each full time nurse's preference, preferences will be accommodated in order of unit seniority.

F.17 The following are the normal hours of work, inclusive of a minimum half (1/2) hour unpaid meal period, for all shifts in all nursing departments:

Day Shift	7:00 a.m. to 3:00 p.m.
Evening Shift	3:00 p.m. to 11:00 p.m.
Night Shift	11:00 p.m. to 7:00 a.m.

Extended Tours shall be:

Day Shift	7:00 a.m. to 7:00 p.m.
Night Shift	7:00 p.m. to 7:00 a.m.

inclusive of a minimum three-quarter (3/4) hour unpaid meal period.

Where circumstances warrant a change in the starting and stopping times indicated above, the employer will provide the Association with six (6) weeks notice and will discuss any changes with the Association prior to implementation,

ARTICLE G - PAID HOLIDAYS

G.01 The Hospital agrees to recognize the following paid holidays:

New Year's Day	Civic Holiday
3rd Monday in February	Labour Day

Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day (July 1st)	

Nurses will be granted a twelfth (12th) holiday in the form of a floating holiday.

The floating holiday will be granted at a time mutually agreeable between the Hospital and the nurse.

If another day is substituted by statute or decree or by mutual agreement by the parties for observance of any of the holidays listed in this clause, the day of observance so substituted shall be deemed to be the holiday for purposes of this clause.

- G.02 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.
- G.03 When a holiday falls on a nurse's days off and she qualifies for payment under Article 15 of the Collective Agreement she will be granted another day off at a mutually agreeable time, within sixty (60) days from the date of occurrence.
- G.04 A nurse who qualifies for a lieu day will be granted such within seventy-five (75) days after the occurrence of the holiday, such lieu day to be taken on a day arranged **between** the nurse and her immediate supervisor.
- G.05 The Hospital shall arrange for paid holidays off to be divided as equitably as possible among the nurses in the **same unit**.
- G.06 When a holiday falls within a nurse's vacation period and she qualifies for payment of the holiday subject to Article 15 of the central portion of the Collective Agreement, it shall be added to her vacation period or scheduled within sixty (60) days after the occurrence of the holiday at a mutually agreeable time.

ARTICLE H - VACATIONS

- H.01 The date for determining vacation entitlement is June 30th.
- H.02 (a) Vacations **may** be scheduled between January 4th - December 21st of each year except as noted in Article H.06.

- (b) Nurses who have been unable to use their vacation credits earned for a particular vacation year may accumulate and carry 'over such vacation credits to be used prior to March 31st in the following year. Such vacation shall be scheduled at a time mutually agreeable to the nurse and her immediate supervisor.

H.03 A nurse shall submit her written request for the vacation period from July 1 to August 31 on or before April 1 of each year. The final schedule for this period will be posted by May 15. For the vacation periods outside of the months July 1 to August 31, and for requests during that period not submitted by April 1st, a nurse must submit her request two (2) weeks prior to the posting of the schedule in which that vacation request falls. Where a dispute arises between nurses requesting the same vacation times and such requests cannot be accommodated by the Hospital then Hospital seniority within the unit shall apply. A nurse may exercise her seniority rights only once in a vacation year. Vacations may not be accumulated over the maximum yearly entitlement of the nurse except with the express permission of the Hospital.

H.04 Vacation pay will be paid to all nurses in advance of their vacation period, if they so request, such request must be submitted to the Payroll Department, one (1) month in advance of the commencement of the vacation.

H.05 It is understood that vacation weeks are not necessarily continuous: however, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates.

H.06 A nurse may not schedule more than three (3) weeks vacation from July 1 to August 31; however, additional requests may be granted after all nurses have had an opportunity to request vacation during this period. Nurses may not schedule vacation between December 21 and January 4; however, special requests in writing for special circumstances will be considered by the Director of Nursing.

H.07 Vacation may be taken as single days or a combination thereof.

H.08 Prior to leaving on vacation, nurses upon request shall be notified of the date and time on which to report to work following vacation, provided the schedule has not yet been posted,

ARTICLE I - BULLETIN BOARDS

I.01 Bulletin boards designated as "**Association Bulletin Boards**" shall be provided by the Hospital in, or adjacent to, the (1) Male Nursing Staff Locker Room, (2) Female Locker Room, (3) the Cafeteria Bulletin Board and (4) **Sydenham 5**. The Cafeteria Bulletin Board may be used by the Association for the posting of meetings, social functions, job postings and **ONA** information.

I.02 Nurse Abuse

The Hospital, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Association as soon as possible.

The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her work.

ARTICLE J - INTERVIEWS

J.01 The Hospital agrees that an Association interview will be given to each new employee during her orientation period. The Hospital shall designate the time and place for the interview, the duration of which shall not exceed fifteen (15) minutes. The interview can be scheduled individually or collectively.

ARTICLE K - REPORTING SICK

K.01 A nurse claiming sick pay benefits will **observe** the following procedure:

(a) Nurses taking ill or suffering an accident during working hours, will notify the Patient Care Coordinator, or a person designated by the Patient Care Coordinator, before the nurse leaves her duties to report to Health Services.

(b) When the illness or accident takes place at a time other than the nurse's normal hours, the nurse will notify **Nursing Service** at least one (1) hour prior to the day tour and where practical or possible, at least four (4) hours for all other tours.

ARTICLE L - DEFINITIONS

L.01 Tour - Where the word "**tour**" is used in this Agreement, it is to be read as synonymous with the word "**shift**".

ARTICLE M - ASSOCIATION MAIL

M.01 The Hospital agrees to provide a slot in the mail room for the use of the Association.

ARTICLE N - MISCELLANEOUS

N.01 Upon the request of the Association and with reasonable notice the Hospital will provide a Union Representative the opportunity to read the provisions of the insurance policy or policies as to employee liability and insurance coverage for the nurses represented by the Association.

N.02 Regional Assessment Programme Nurses

(a) Effective January 3, 1995, the Regional Geriatric Programme staff in Kingston who are required to use their cars as part of their work will be provided with parking passes for St. Mary's of the Lake Hospital. Nurses who work from other Centres will be reimbursed for any parking expenses at those Centres. In addition, the Employer shall pay for out of pocket expenses, i.e., parking meter charges, etc., incurred by the nurses when they are required to travel throughout the communities serviced.

(b) Effective October 3, 1994, the Employer shall pay a mileage allowance of 28¢ per km.

ARTICLE O - CHANGES TO STAFF COMPLEMENTS

O.01 The Hospital will discuss with the Association any proposed changes to the full time staff complement prior to implementing any such change.

O.02 (a) The Hospital and Association will discuss the transfer of nurses from another agency to the Hospital or from the Hospital to another agency whenever a proposal is being made to merge, consolidate or integrate services from one agency to another.

(b) Where the nurses of such other agency are represented by the Association, such discussions may take place in conjunction with the other agency and representatives of the nurses affected,

- (c) Discussions will include but not be restricted to seniority and service.

ARTICLE P - JOB SHARING

P.01 If the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

1. Job sharing requests with regard to full time positions shall be considered on an individual basis.
2. Total hours worked by the job sharer shall equal one (1) full time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Head Nurse of the Unit.
3. The above schedules shall conform with the scheduling provisions of the Full Time Collective Agreement.
4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full time nurse would be required to work.

6. Coverage

(a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

(b) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-Time and Part-Time Agreements:

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation

7. Where **the** job sharing arrangement arises out of the filling of a vacant full time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.
8. Any incumbent full time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
9. If one of the job sharers leaves the arrangement, her position will be posted. If there is *no* successful applicant to the position, the shared position must revert to a full time position. The remaining nurse will have the option of continuing the full time position or reverting to a part time position for which she is qualified. If she does not continue full time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

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

ARTICLE 6 - WORKERS' COMPENSATION AND REINSTATEMENT

- Q.1 (a) The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury.
- (b) When it has been medically determined that an employee is unable to return to her former position due to a permanent disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

Dated at Kingston this 13th day of November, 1995.

FOR THE HOSPITAL

Luan Perry

Shirley Ann

James D. Lee

Deanne Raley

FOR THE ASSOCIATION

Eleonor Holod

Tom Murray

Barbara Burns

Mary Collier

LETTER OF UNDERSTANDING

PARKING

The Hospital will continue its policy of paid parking which currently is on the basis of the following rates:

One Dollar (\$1.00) per day or
Eighteen Dollars (\$18.00) per month or
Forty-Nine Dollars (\$49.00) per quarter (3 months) payable in advance.

Prior to any changes in these rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Association/Hospital Committee. In the event the Hospital changes the rates, the Association has the right to grieve.

DATED THIS 13th DAY OF November, 1995.

FOR THE HOSPITAL

Steve Pooley
Joe Hagan
Guora M. Davis
Dranne Ruby

FOR THE ASSOCIATION

Elaine Bloed
Ann Murray
Barbara Burns
Marg. Allen

LETTER OF UNDERSTANDING

BETWEEN

ST. MARY'S OF THE LAKE HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

RE: SCHEDULING - MEREDITH RANEY

The parties hereby agree that the staffing scheduled for Meredith **Raney**, hereto attached, will be considered as meeting the weekend off requirement under the Collective Agreement.

DATED THIS 13th DAY OF November, 1995.

FOR THE HOSPITAL

Lucy Peoley
Lucy Peoley
Lucy Peoley
Deanne Ruby

FOR THE ASSOCIATION

Ann Murray
Ann Murray
Barbara Buehler
Barbara Buehler