

SOURCE	Hosp		
EFF.	11	04	01
TERM.	93	03	31
No. OF EMPLOYEES	331		
NOMBRE D'EMPLOYÉS	CF		

COLLECTIVE AGREEMENT

between

ETOBICOKE GENERAL HOSPITAL
(hereinafter called the "Hospital")

THE FIRST PART

and

ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Association")

OF THE SECOND PART

(PART-TIME)

MAY - U 1994

April 1, 1991 - March 31, 1993

05871(04)

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ARTICLE 1 - GENERAL PURPOSE

- 1.01 To maintain the existing harmonious relations, goodwill, and settled conditions of employment between the Hospital and the Association.
- 1.02 To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions.
- 1.03 To encourage efficiency in operation.
- 1.04 To promote the morale, well-being and security of all the employees in the Bargaining Unit of the Association.

ARTICLE 2 - RECOGNITION

- 2.01 The Hospital recognizes the Association as the sole bargaining agent of all registered and graduate nurses regularly employed for not more than 24 hours per week in a nursing capacity by the Etobicoke General Hospital in Etobicoke, Ontario, save and except Head Nurses, persons above the rank of Head Nurse, Employee Health Nurse, Inservice Education Co-ordinator, and Infection Control Nurse.
- 2.02 (a) Full-time nurse: is a nurse who is normally scheduled to work seventy-five (75) hours in a pay period equalized over a four week or 150 hours work schedule.
- (b) Regular part-time: is a nurse who regularly works less than the normal full-time hours and who offers to be committed to work for at least two (2) tours per week, subject to other commitments as laid out in the Agreement.
- (c) Casual part-time: is a nurse who is not willing to give a commitment to work for at least two (2) tours per week, but is available on an on-call basis. **For purposes of clarity, a causal nurse will not be pre-scheduled or pre-booked until two weeks prior to the effective date of the schedule.**
- (d) A Graduate Nurse is defined as a nurse with certification incomplete, who is a graduate of a program acceptable to the College of Nurses, and is either in the process of being certified by the College of Nurses of Ontario, or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of hire. Where a nurse fails to complete such certification requirements, she will be terminated from the employ of the Hospital. Such termination shall not be the subject matter of a grievance or arbitration procedure.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 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, 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, discharge, direct, classify, transfer, promote, demote, lay-off, and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged, suspended or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure.
 - (c) Establish and enforce reasonable rules and regulations to be observed by employees.
 - (d) Generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations.
- 3.02 These rights shall not be exercised in a manner inconsistent with the provisions of this collective agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 There shall be no discrimination on the part of the Hospital or the Association pursuant to the **Human Rights Code** by reason of race, creed, colour, marital status, age, sex, sexual orientation, **handicap** or by reason of her political or religious affiliation, or **any** other factors not pertinent to the employment relationship.
- 4.02 The Hospital and the Association agree that there shall be no discrimination, interference, restriction, coercion or intimidation 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, and there will be no Association activity, solicitation for membership or collection of dues on Hospital premises, except with the written permission of the Hospital, or as specifically provided for in this Agreement.

ARTICLE 5 - NO STRIKES, NO LOCKOUTS

- 5.01 The Association agrees that there will be no strikes and the Hospital agrees that there will be no lockouts. The term "**strike**" and "**lockout**" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 6 - REPRESENTATION

- 6.01 The Hospital agrees to recognize a bargaining committee **consisting of the Local President and** not more than three (3) full-time nurse employees and not more than two (2) part-time nurse employees who shall act as a committee on behalf of the Association, in negotiating the Collective Agreement, its modification or renewal with the Hospital. The Hospital will pay part-time nurses for all regular scheduled time lost due to negotiating meetings up to but not including arbitration. If there are any negotiation meetings held post-conciliation, the Hospital agrees to pay the regular wages of the full-time bargaining committee members the time spent thereon.

- 6.02 The Hospital will recognize employee representatives who have acquired seniority with the Hospital from either the Full-time or Part-time Bargaining Units for each of the following areas:

9th Level Continuing Care	2
8th Level Surgery	2
7th Level Med./Surg	2
6th Level Paediatrics	1
5th Level Psychiatry	1
4th Level Obs./Gyn/Nursery	3
2nd Level Emerg./Out Patients	1
I.V. Team	1
Critical Care Units	2
O.R.	1
L. & D.	1
Float Pool	1

- 6.03 The Hospital agrees to give representatives of the Ontario Nurses' Association or consultants for the Association, access, upon request, to the Director of Personnel, with the understanding that permission will not be unreasonably withheld, to the premises of the Hospital, for the purposes of discussing Association business, investigating grievances, attending meetings or otherwise assisting in the Administration of this Agreement.

- 6.04 The Association will provide the Hospital with a list of personnel, showing its Officers and Nurse Representatives. This list will be revised when changes occur. All references to officers, representatives and committee members of the Association in this Agreement shall be deemed to mean officers, representatives and

committee members of the local Association constituted for this bargaining unit, all of whom are employees of the Hospital.

6.05 During the orientation period, an officer of the Association or Nurse Representative shall be allowed a reasonable period of time within regular working hours to interview such nurses and to discuss the benefits and duties of Association membership and responsibilities to the Association and to the Hospital.

6.06 (a) The Hospital will deduct from the first pay of any nurse due to her in each calendar month an amount equivalent to the regular monthly Association dues and will forward such sum to the Provincial Secretary-Treasurer of the Association. The Hospital also agrees to supply to the Association along with its cheque for the dues so deducted, a list of names of the nurses and the amount of such deduction for each nurse, as well as deletions (indicating terminations) and additions from the preceding month. Each list shall show the Social Insurance Number and the address of each nurse.

The Provincial Secretary-Treasurer shall notify the Hospital of any dues changes therein, and such notification shall be the Hospital's conclusive authority to make the deduction specified.

(b) The Association shall hold the Hospital harmless with respect to all dues so deducted and remitted and with respect to any liability which the Hospital might incur as a result of such deduction and remittance.

6.07 The Hospital-Association Committee shall be comprised of up to two (2) full-time and one (1) part-time representative of the Association and equal representation from the Hospital. The Committee shall meet a minimum of every three (3) months and possibly more often if required to discuss matters that are of mutual interest. Agenda items will be exchanged five (5) calendar days prior to the meeting. The Hospital agrees to pay the ONA members of the Hospital-Association Committee for all time spent in attendance at such meetings.

6.08 When 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.

6.09 Nurses who are members of Committees pursuant to Regulation 518 of the Public Hospital Act, will suffer no loss of earning for time spent during regular working hours for such attendance.

If a nurse attends outside her regularly scheduled hours then she would be paid for all hours spent at her regular rate of pay.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 It is understood that representatives of the Association have their regular work to perform on behalf of the Hospital. If it is necessary for a Nurse Representative or designate to service a grievance during her working hours, she shall not leave her work without first obtaining permission from her supervisor, the Nurse Representative or designate must also obtain permission from the other supervisor. When resuming her regular work, she shall again report to her supervisor.
- 7.02 It is the mutual desire of the parties hereto that complaints of the employees will be adjusted as quickly as possible. It is understood that an employee has no grievance until the matter has been referred to the employee's immediate supervisor and an opportunity has been given to adjust the complaint. It is understood that a nurse may have the assistance of a nurse representative, if desired. All policy and individual grievances must be submitted in writing within ten (10) calendar days from the date of the circumstances giving rise to its occurrence, or the date the employee ought reasonably to have become aware of such grievance. For the purpose of handling grievances the following procedure shall apply:
- NAMELY :
- 7.03 Step #1 - If a nurse feels that a grievance exists, such grievance shall be reduced to written form, in duplicate, and submitted to the Nurse Representative. The Nurse Representative, or designate and the grievor, shall meet with the nurse's Supervisor, and the Representative shall submit one copy of the grievance and retain the other. If the Supervisor has not replied in writing, or the grievor is not satisfied with the decision from the Supervisor, within nine (9) calendar days, then the nurse may use Step #2.
- 7.04 Step #2 - The Grievance shall be submitted in writing, directly to the **Vice-president - Patient Services**, within nine (9) calendar days from the date of receipt of the decision in Step #1. Within nine (9) calendar days of receiving the grievance, a meeting will be convened. The grievor and the Nurse Representative or designate may be present at this meeting. The **Vice-president - Patient Services**, shall, within a period of nine (9) calendar days, from the date of the meeting, reply in writing and forward her reply to the Nurse Representative or designate with a copy to be forwarded to the Association Representative. If the grievor is not satisfied with the

decision from the Vice-President - Patient Services, the nurse may use Step #3.

- 7.05 Step #3 - The Grievance shall be submitted in writing, directly to the Director of Personnel within nine (9) calendar days from the date of the receipt of the decision in Step #2. Within nine (9) calendar days of receiving the grievance, a meeting shall be convened. The Hospital will recognize a Grievance Committee of three (3) nurses, one (1) of whom shall be from the part-time bargaining unit and one of whom shall be the President or her designate, and the other the Nurse Representative or designate to attend this meeting. The Association Representative may also be present. The Director of Personnel shall, within a period of nine (9) calendar days from the date of the meeting, reply in writing and forward his/her reply to the Nurse Representative, or designate, with a copy to be forwarded to the Association Representative. If the Grievor is not satisfied with the decision from the Director of Personnel, the nurse may use Step #4.
- 7.06 Step #4 - If the reply to Step #3 is not satisfactory, then either party may refer the Grievance to a Board of Arbitration, within eighteen (18) calendar days from the receipt of the decision in Step #3. Notice of intent to refer a grievance to arbitration shall be given the other party, and along with such notice, shall contain the name and address of their nominee. The informed party, shall, within ten (10) calendar days, inform the nominee of their nominee. If, within ten (10) calendar days, the nominees cannot agree upon a Chairman, they may apply to the Department of Labour for the Province of Ontario to name a Chairman. The costs of the Chairman shall be borne equally by each party. Each party shall bear the costs of their own nominee.
- 7.07 The Board of Arbitration shall not have jurisdiction to alter or amend the agreement, or to render a decision inconsistent with its terms.
- 7.08 The decision of the majority of the Board of Arbitration shall be final and binding on both parties to this Agreement and the employee or employees concerned. If there is no majority decision, then the decision of the Chairman shall govern.
- 7.09 No person being appointed as an arbitrator shall have been involved in an attempt to negotiate or settle the grievance.
- 7.10 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 7.11 (a) Policy Grievance - A grievance arising directly between the Hospital and the Association concerning the interpretation, application, administration or

alleged violation of this Agreement shall be defined as a policy grievance and be submitted by either the Hospital or Association at Step No. 3 of the Grievance Procedure. However, it is expressly understood that the provisions of this paragraph shall not be used by the Association to institute a grievance directly affecting a nurse which such nurse could herself institute and the regular Grievance Procedure shall not be thereby by-passed.

- (b) Group Grievance - 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, identifying each nurse who is grieving to the ~~Vice-President~~ - Patient Services or her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred, or ought reasonably to have come to the attention of the nurses. The grievance shall then be treated as being initiated at Step #2, and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.12

- (a) A claim by a nurse who has completed her probationary period that she has been discharged without just cause shall be treated as a special grievance if a written statement of such special grievance is presented to the Director of Personnel at Step No. 3 of the Grievance Procedure within seven (7) calendar days after the nurse ceases to work for the Hospital.

Notwithstanding the foregoing, it is understood and agreed that a probationary nurse can grieve her discharge if such discharge is the result of the nurse exercising her rights under the Collective Agreement.

- (b) A nurse who has been suspended may lodge a grievance at Step No. 2 of the grievance procedure.
- (c) A nurse is entitled to be presented with written reasons and explanation of the imposition of discipline, suspension or discharge at the time of disciplinary interview. The employer must notify the nurse of her right to have a nurse representative, or an officer of the local Association present at any meetings to be held to discuss discipline, suspension or discharge.

7.13

In the event of an investigation of a grievance involving discipline or promotion, an employee shall be permitted to review her personnel file in the presence of her Supervisor and her Nurse Representative.

7.14

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 (1) year.

- 7.15 A copy of any completed evaluation which is to be placed in a nurse's file, shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Hospital against the nurse. Each nurse shall have reasonable access to her files for the purposes of reviewing their contents in the presence of her supervisor. A copy of the evaluation will be provided to the nurse at her request. No document shall be used against a nurse where it has not been brought to her attention in a timely manner. Confidential references from previous employers must, of necessity, be deleted.

ARTICLE 8 - SENIORITY AND JOB SECURITY

- 8.01 Newly hired regular part-time nurses shall be on probation for a period of sixty (60) tours worked or six calendar months, whichever occurs first. Newly hired casual part-time nurses shall be on probation for sixty tours worked.

If retained after the probationary period, each regular part-time nurse's seniority will be computed based on hours worked since the date of last hire.

With the written consent of the Hospital, the probationary nurse and the President of the Local Association or her designate, such probationary period may be extended. Where the Hospital requests an extension of the probationary period, it will provide notice to the Association at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours worked and, where requested, the Hospital will advise the nurse and the Association of the basis of such extension. The probationary period for a nurse who works extended tours will be pro rated, based on the number of hours worked.

- 8.02 Seniority lists shall be established for all nurses who have completed their probationary period, based on hours worked since January 1, 1976. A copy of the seniority lists will be filed with the Association semi-annually - March and September. For the purposes of information only, the seniority lists shall include the names of probationary nurses. **In the event of a layoff, upon request, seniority lists will be made available to the Association.**

3.03

Seniority rights and an employee's employment shall be deemed to have terminated if the employee:

- (a) voluntarily quits; or
- (b) is discharged and the discharge is not reversed through the grievance procedure; or
- (c) is absent due to layoff for twenty-four (24) months
- (d) overstays an authorized leave of absence and fails to furnish a valid reason for such absence or if the employee utilizes a leave of absence for purposes other than those for which the leave of absence was granted; or
- (e) is absent from work without permission for three (3) consecutive scheduled working days, unless a valid reason is given; or
- (f) fails to notify the Hospital that the nurse will report for work within five (5) calendar days after being notified by the Hospital, by registered mail, to report for work or subsequently failed to report for work within seven (7) calendar days after being notified by the Hospital to report for work, unless a valid reason is given; or
- (g) is absent from work due to illness or disability which absence continues for more than twenty-four (24) months (if the employee subsequently becomes qualified to return to work, the Hospital will give every consideration to the employee's re-employment.

8.04

It shall be the obligation of employees to notify the Hospital of any change of address or telephone number. The Hospital shall be entitled to reply on the last address and telephone number furnished by the employee for all purposes.

8.05

- (a) An application for transfer system will be established. Under such a system, any nurse will be able to fill out an appropriate form indicating her interest in working elsewhere in the Hospital, and the nurse's name shall be considered when a permanent vacancy occurs. A nurse shall renew her application once annually to indicate her continuing interest in working elsewhere in the Hospital.
- (b) Job Posting - The Hospital agrees to post notice of all permanent vacancies in the bargaining unit and any new positions within the bargaining unit established by the Hospital for seven (7) consecutive calendar days. These notices shall be

posted on the staff bulletin board in a conspicuous place, so that any interested nurse may apply. **A copy of all such postings shall be given to the local President of the Association.**

- (c) In all cases of transfer or promotion within the bargaining unit, the following factors shall be considered:
- (a) ability, experience and performance;
 - (b) seniority.

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern.

Where seniority governs, the most senior applicant regardless of her ONA bargaining unit will be selected.

Where the applicant has been selected in accordance with this Article, and it is subsequently determined that she cannot satisfactorily perform the job to which she was promoted, the Hospital will attempt, during the first thirty (30) days from the date on which the nurse was first assigned to the vacancy, to return her to her former job, **and the filling of the subsequent vacancies will likewise be reversed,**

A list of vacancies filled in the preceding month under Article 8.05 and the names of the successful applicants, will be posted, with a copy provided to the Local 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,

- 8.06** (a) In the event that a reduction of the nurse force is required, the Hospital agrees to layoff regular part-time nurses in reverse order of seniority provided that the regular part-time nurses who remain on the basis of seniority are willing, qualified and able to do the work available. When recalling regular part-time nurses after layoff, those last to be laid off will be the first to be recalled, provided that in each case the nurse is willing, qualified and able to do the work to which she is assigned. In the event of a layoff or recall from layoff, a nurse shall have the right to require orientation for any job for which she does not feel immediately qualified. Such orientation requirement shall not exceed five tours.

- (b) In the event of a proposed layoff at the Hospital of a permanent or long term nature, the Hospital will:
- (a) Provide the local Association with no less than thirty (30) days notice of such layoff; and
 - (b) meet with the local Association through the Nursing Committee to review the following:
 - i) the reasons causing the layoff,
 - ii) the service which the Hospital will undertake after the layoff,
 - iii) the method of implementation including the areas of cutback and the nurses to be laid off.

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

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

8.07

- (a) A nurse who agrees to substitute temporarily in a position outside of the bargaining unit, for a specific term or task, which does not exceed a period of nine (9) months and then returns to her position in the bargaining unit shall accumulate seniority and service during this time. She will be compensated in accordance with the excluded classification, if the period is to exceed thirty (30) calendar days.
- (b) A nurse who accepts a position outside of the bargaining unit and who wishes to return within the first three (3) months, shall be able to do so without loss of seniority and service.
- (c) A nurse who accepts a position with the Hospital outside of the bargaining unit shall retain but not accumulate her seniority held at the time of her leaving the bargaining unit. In the event the nurse returns to a position in the bargaining unit,

subject to the job posting and recall provisions of the collective agreement, she shall then be credited with the seniority held at the time of transfer and shall resume accumulation of seniority from the date of her return to the bargaining unit.

It is understood that service for purpose of vacation entitlement will include time spent while employed by the Hospital outside of the bargaining unit.

8.08 A nurse's full seniority and service shall be retained by a nurse in the event that she is transferred from full-time to part-time or vice versa. A nurse whose status is changed from full-time to part-time shall receive credit for her full seniority and service, In the case of a nurse whose status is changed from part-time to full-time, she shall receive credit for seniority and service on the basis of one (1) year of seniority or service for each 1500 hours worked since January 1, 1976. Any hours worked in excess of the equivalent shall be carried over by the nurse at the time of transfer, and she shall continue to accumulate seniority and service in this manner until she reaches the next equivalent.

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

(b) 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.

8.10

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

ARTICLE 9 - LEAVE OF ABSENCE

9.01

Written requests for personal/general leave(s) of absence without loss of seniority for good and sufficient cause shall be considered on an individual basis by the Vice-President of Patient Services or her designate. This leave(s) may not exceed a period of six (6) consecutive months. Such requests are to be given as far in advance as possible and a written reply will be given within twenty-one (21) days, except in cases of emergency, where a reply will be given as soon as possible. The Hospital may grant a leave of absence with or without pay to a nurse for educational or professional purposes. Such leave shall not be unreasonably denied.

9.02

(i) Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.

- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 8.01 to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) The Hospital may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) Effective April 1, 1991 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

(ii) 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 9.02 is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to six (6) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard

work day) towards the probationary period provided in Article 8.01 to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

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

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

9.03

A nurse who transfers from full-time to part-time shall retain her accumulated sick leave credits for subsequent full-time employment provided there is no break in the employment relationship.

9.04

(a) Association Business

Subject to the efficient running of the Hospital, a nurse may be granted a leave of absence, without loss of seniority and without pay to attend Association functions. Requests for leave of absence shall be made in writing, at least two (2) weeks in advance. Leave of absence shall not exceed an aggregate of **one hundred and thirty (130)** days in the calendar year, for all the members of the bargaining unit.

(b) Leave of Absence for Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice - sufficient to adequately allow the Hospital to minimize disruption of its services shall be given to the Hospital for such leave of absence. 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 9.04 (a) 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 costs of such salary and applicable benefits.

(c) Leave of Absence for the President of the Ontario Nurses' Association

A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits for a period of two (2) consecutive years. During such leaves of absence salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer for such salary and Employer contributions to benefits.

The nurse agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.

9.05

Prepaid Leave

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

(a) Purpose

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) Application

The nurse must make written application to the Assistant Administrator, Patient Services at least six (6) months prior to the intended commencement date of the program (ie; the salary deferral portion), stating the intended purpose of the leave.

Written applications will be reviewed by the Assistant Administrator, Patient Services or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority.

(c) Five (5%) percent of the nurses in each of the bargaining units may be on leave at any one time.

(d) Plan Year

The year for purposes of the program shall be September 1st of one year to August 31st the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Hospital.

(e) Deferral Plan

During the four (4) years of salary deferral, twenty (20%) percent of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.

(f) Deferred Earnings

The manner in which the deferred salary is held shall be at the discretion of the Hospital.

(g) All deferred salary, plus 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) Health & Welfare Benefits

All benefits shall be kept whole during the four (4) years of salary deferral.

Full-time Employees Only

Nurses will be allowed to participate in health and welfare benefit plans during the year of the leave, but the full cost of such plans will be borne by the nurse. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan.

Notwithstanding the above, nurses will not be eligible to participate in the disability income plan during the year of the plan.

(i) Seniority and Service

During the year of the leave, seniority shall continue to accumulate. Service for the purposes of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave.

(j) Withdrawal Rights

A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given the Assistant Administrator, Patient Services. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.

(k) On Leaving Employment

If the nurse resigns prior to the commencement of the leave, 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.

(1) Replacement Employees

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 reasonable notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.

(m) Assignment on Return

The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.

(n) Nature of Final Agreement

Final approval for entry into the prepaid leave program will be subject to the nurse entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the nurse's pay. Such agreement will include:

- (a) A Statement that the nurse is entering the prepaid leave program in accordance with Article 9.11 (FT) and 9.05 (PT) of the Collective Agreement.
- (b) The period of salary deferred and the period for which the leave is requested.
- (c) The manner in which the deferred salary is to be held.

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

ARTICLE 10 - HOURS OF WORK

10.01 The normal tour shall be composed of seven and one-half (7½) or eleven and one-quarter (11¼) consecutive hours exclusive of an unpaid meal period.

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

It is recognized that at the change of tour, there will normally be time required for reporting. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for purpose of payment.

10.02 i) Authorized work performed by a nurse in excess of the employee's normal daily tour shall be paid for at the rate of time and one-half (1½) the nurse's regular straight time hourly rate of pay for all hours worked.

A part-time nurse who works in excess of seventy-five (75) hours in a two (2) week period shall receive time and one-half (1½) her regular straight

time hourly rate for all hours worked in excess of seventy-five (75).

- ii) Part-time nurses who work outside a normal tour, shall, after two (2) hours, receive a one-half ($\frac{1}{2}$) hour paid rest period, and shall be provided with a hot meal or **five dollars (\$5.00)** if the Hospital is unable to provide the hot meal.
- iii) A nurse shall receive premium pay for all time worked during the meal and/or rest periods.
- iv) A nurse who is required to work on a paid holiday or on an overtime tour, or on a tour that is paid at the rate of time and one-half (1 $\frac{1}{2}$) her regular straight time hourly rate as a result of work scheduled by the hospital, to which a premium is attached under scheduling regulations, and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse), she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

v) Four Hour Tours

(a) A four (4) hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute paid meal break.

(b) Premium Pay

For four (4) hour tour purposes, the applicable overtime premium will be paid for all authorized work performed in excess of four (4) hours.

10.03 "Regular straight time hourly rate" means the product of the applicable full-time nurse's monthly salary multiplied by twelve and divided by 1950 plus **thirteen percent (13%)**. For employees who are members of the Pension Plan - **nine percent (9%)**.

10.04 (a) **Effective April 1, 1991**, a nurse shall be paid a shift premium of **one dollar (\$1.00)** per hour for each hour worked **between 1500 hours and 2330 hours and one dollar and twenty-five (\$1.25)** for each hour worked **between 2300 hours and 0730 hours**, 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.

(b) **Effective April 1, 1991**, a nurse shall be paid a weekend premium of **one dollar and thirty-five cents (\$1.35)** for each hour worked between 2400 hours Friday and 2400 hours Sunday. If a nurse is

receiving premium pay pursuant to 18.01 (b) (FT) and 17.04 (PT) with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

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

10.06 Ambulance Escort

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

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

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

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

(c) Hours spent between the time the nurse is relieved of patient care responsibilities and the time the nurse returns to the Hospital or to such other location agreed upon between the Hospital and the nurse will be paid at straight time or at appropriate overtime rates, if applicable under Article 10.02. 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.

10.07 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 personal attention of the nurse within twelve (12) hours; save and except for Pediatrics, Special Care Nursery, and Overnights, where three (3) hours notice must be given.

Failure to comply with giving such notice will result in the Hospital paying time and one-half (1½) of the nurse's regular straight time hourly rate for all hours worked on the first shift of her new schedule.

ARTICLE 11 - DIRECT MONETARY COMPENSATION

- 11.01 (a) Each regular part-time nurse will be advanced from her present level on the salary schedule to the next level on the salary schedule after 1500 hours of service as set out in Appendix I hereto.
- (b) Effective November 15, 1985, casual part-time nurses will be placed on the salary grid in accordance with their service, such service to be calculated in accordance with the seniority calculation set out in Article 8.02. Casual nurses will then advance on the grid in the same manner as regular part-time nurses.
- (c) A casual part-time nurse whose status is altered to regular part-time or vice-versa, will assume her 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 last advancement.

11.02 Rules Concerning Previous Experience Outside the Hospital

Effective April 1, 1988 claim for recent related clinical nursing experience, if any, shall be made by the part-time nurse at time of hiring. The part-time nurse shall cooperate with the Hospital in providing verification of previous experience, so that her recent related clinical nursing experience may be determined and evaluated during her probationary period. The Hospital shall continue its present practice of crediting one (1) year's service for every year of related clinical nursing experience, up to a maximum of level six (6) set out in paragraph 11.01 hereof. Having established the recent related clinical nursing experience, it shall be applied from the date of hire.

If a period of more than two 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).

11.03 (a) New Classification

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 determine the rate of pay for such new classification and notify the Local Association of the same. If the Association challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator, as the case may be) shall be based on the relationship established by comparison with other nursing classifications within the Hospital, having regard to the requirements of such classification.

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

11.04 Responsibility Allowance

- (a) Whenever a nurse is assigned the responsibilities of Team Leader or Senior Nurse, she shall be paid a premium of sixty cents (60¢) per hour, effective April 1, 1991, in addition to her regular salary and applicable premium allowance.
- (b) Where the Hospital temporarily assigns a Registered Staff Nurse to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one (1) full tour or more, at times when the incumbent in any such classification would otherwise be working, she shall be paid a premium of one dollar and twenty

cents (\$1.20) per hour, effective April 1, 1991, for such duty in addition to her regular salary. The Hospital agrees that it will not make work assignments which will violate the purpose and intent of this provision.

- (c) Graduate nurses who become registered nurses shall be placed on the level in the registered nurses' salary grid which represents an increase in salary.

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

ARTICLE 12 • EARNED VACATION

12.01 (a) All part-time nurses shall earn vacation pay from April 1st to March 31st of the following year. Vacation pay will be paid on the last paycheque in March of each year. Vacation pay will be in accordance with the following:

- i) Part-time nurses who have completed less than three (3) years of continuous service shall receive six (6%) percent of their previous year's gross salary.
- ii) nurses who have completed more than three (3) years of continuous service shall receive eight (8%) percent of their gross salary of the previous year's earnings.
- iii) Nurses who have completed more than fifteen (15) years of continuous service will receive ten (10%) percent of their gross earnings during the previous year.
- iv) Nurses who have completed more than twenty-five (25) years of continuous service will receive twelve (12%) percent of their gross earnings during the previous year.

12.02 For the purposes of vacation entitlement, service for those nurses whose status is changed from full-time to part-time and vice versa, shall mean the combined service of the full-time and part-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.

For the purpose of this Article, service for a part-time nurse will date not farther back than January 1, 1976.

- 12.03 A nurse who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which is accrued to her date of separation unless she leaves without giving two (2) weeks' notice of termination, in which case she shall be entitled to the vacation pay calculated in accordance with the provisions of the Employment Standards Act, 1974.
- 12.04 It is understood and agreed that the Hospital will give consideration to the regular part-time nurse's preference as to the timing of vacations. In the event of a conflict between regular part-time nurses, the Hospital will, to the extent possible, apply the principle of seniority. The Hospital, however, must reserve the right to the final decision as to the scheduling of vacations. Vacation quotas shall be reasonable.

ARTICLE 13 - PAID HOLIDAYS

- 13.01 (a) The Hospital agrees to recognize the following days as designated holidays:
- | | |
|---|------------------|
| New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| 2nd Monday in June | |
| Heritage Day (as pro-claimed or 2nd Monday in February) | |
- (b) Nurses shall have the option of accumulating up to **four (4)** unpaid lieu days which may be taken by mutual agreement in one block or in single days or multiples thereof and attached to days off or to vacation.
- 13.02 (a) If a part-time nurse works on any of the above named holidays, she shall receive pay at the rate of time and one-half ($1\frac{1}{2}$) the nurse's regular entitlement, **subject to the application of Article 10.02 (iv) regarding hours worked in addition to the full hour.**

Note: The existing Collective Agreement prior to March 16, 1993, contains 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 March 16, 1993 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.

13.03

A nurse scheduled to work the weekend in conjunction with a paid holiday shall work the paid holiday if work is available. A nurse who is not scheduled to work the weekend shall have the option of not working the paid holiday. Scheduling preference will be given to a nurse who is available to work the weekend in conjunction with the paid holiday.

13.04

The following language applies only to the part-time nurses who were employed at Etobicoke General Hospital prior to March 16, 1993:

- 1) If a regular part-time nurse does not work on any of the paid holidays as listed in Article 13.01 (a), she shall receive holiday pay if she works twelve (12) of the preceding twenty-eight (28) days.
- 2) If a casual part-time nurse works twelve (12) of the preceding twenty-eight (28) days prior to any of the paid holidays as listed in Article 13.01 (a), and works on a paid holiday as listed in Article 13.01 (a), she shall be paid at the rate of double time and one-half ($2\frac{1}{2}$) her regular straight time hourly rate for all hours worked on such holiday.
- 3) If a casual part-time nurse works on a paid holiday as listed in Article 13.01 (a), and has not worked twelve (12) of the preceding twenty-eight (28) days, she shall be paid at the rate of time and one-half ($1\frac{1}{2}$) her regular straight time hourly rate for all hours worked on such holiday.
- 4) If a casual part-time nurse does not work on a paid holiday as listed in Article 13.01 (a), she shall be paid holiday pay if she works twelve (12) of the preceding twenty-eight (28) days.
- 5) For nurses working the extended tours, the above days shall be pro rated into hours.

ARTICLE 14 - BEREAVEMENT LEAVE

14.01

A nurse who notifies the Hospital as soon as possible following a bereavement shall be granted three (3) consecutive working days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. "Spouse" for the purposes of bereavement leave will include a partner of the same sex.

Where a nurse does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay.

A nurse will be allowed one (1) calendar day off without loss of pay in order to attend the funeral of her niece or nephew aunt or uncle.

In extenuating circumstances where travel or other time is required, additional unpaid leave of absence may be granted.

ARTICLE 15 - JURY DUTY

15.01 If a nurse is required to serve as a juror in any Court of Law or is required by subpoena to attend a Court of Law, or a Coroner's Inquest in connection with a case arising from her duties at the Hospital, or when subpoenaed as a Crown Witness, she shall not lose her regular pay because of such attendance and shall not be required to work any shift on the day of such duty, provided that she:

- (1) notifies the Hospital immediately upon her notification that she will be required to attend Court;
- (2) presents proof of service requiring her attendance; and
- (3) promptly repays the amount other than expenses (**i.e. mileage, travelling and meal allowances**) paid to her for such service or attendance to the Hospital.

It is understood that such paid leave applies to any scheduled night shifts immediately prior to a day of jury duty.

ARTICLE 16 - TRANSPORTATION

16.01 When a nurse is called back to work outside of her normal scheduled working hours or is required to report on or off work between the hours of **2400 - 0600**, or at any time while on standby, the Hospital will pay transportation costs, either by taxi or by her own vehicle at the rate of thirty-five cents (35¢) per mile to a maximum of fourteen dollars (\$14.00) for each trip. The nurse shall provide proof of payment of such taxi fare.

ARTICLE 17 - SCHEDULING - REGULAR PART-TIME NURSES

17.01 Regular part-time nurses will be scheduled in accordance with the following:

- (a) will be available to work two (2) days per week on average over 48 weeks in a calendar year;
- (b) nurses currently working permanent evenings or nights will not have their schedules changed unless by mutual agreement;
- (c) will be available for at least two (2) shifts, however, nurses will not be scheduled to change tours more than once per week;
- (d) will be available to work one (1) weekend in three (3);
- (e) will be available for at least four (4) designated holidays per year, one of which must be Christmas or New Year's. Christmas and New Year's will be scheduled on a rotational basis. Nurses will be scheduled off work for at least five (5) consecutive days at Christmas or New Year's unless by mutual agreement. Nurses scheduled to work Christmas or New Year's must be available to work December 24th, December 25th and December 26th or December 31st and January 1st.

Regular part-time nurses will be informed by November 1st of each year whether they are scheduled to work Christmas or New Year's and on what shift. Requests, however, should be submitted by October 1st of each year.

- (f) will have at least twelve (12) consecutive hours off between scheduled tours;
- (g) will not be scheduled to work more than four (4) consecutive tours unless by mutual agreement;
- (h) the schedule will be posted at least two (2) weeks in advance of going into effect and will cover a four (4) week period. Schedules will be accessible to nurses on a twenty-four (24) hour basis.
- (i) requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting.
- (j) requests for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. It is understood that such tour of duty initiated by the nurse and duly initialled by the nurse and approved by the Hospital shall not result in overtime payment to any of the nurses affected by such change;
- (k) where nurses are now working a longer daily tour, the provisions set out in this Article governing

the regular hours of work in a daily tour shall be adjusted accordingly.

- (1) a weekend shall be defined as approximately fifty-six consecutive hours off work. The fifty-six hours will be contained within the period following the completion of the Friday shift until the commencement of the Monday shift.
- (m) Available shifts for regular part-time nurses shall be scheduled on an equitable basis within their nursing unit. Additional shifts shall be offered on a rotational basis, to regular part-time nurses within their nursing unit, based on seniority, provided availability lists are current, before being offered to job sharers then casual part-time nurses within their nursing unit. Failing this, available shifts will be offered to regular part-time, job-sharers and casual part-time nurses in other nursing units.

17.02 For nurses working the 7.5 hour tour, two (2) rest periods of fifteen (15) minutes will be granted during each tour and one (1) thirty (30) minute unpaid lunch period will be granted at a time designated by the Hospital. For nurses working the 11.25 hour tour, three (3) rest periods of fifteen (15) minutes will be granted during each tour, and forty-five (45) minutes of unpaid meal break will be granted at a time designated by the Hospital.

17.03 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change in tour at the request of a nurse, or changeover to daylight saving from standard time and vice-versa or exchange of shifts by two (2) nurses.

Nurses shall be paid for actual hours worked at their regular hourly rate of pay as a result of a changeover to daylight saving from standard time and vice versa.

17.04 A nurse will receive time and one-half ($1\frac{1}{2}$) her regular straight time hourly rate for all hours worked on a third (3rd) consecutive and subsequent weekend, save and except where:

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

17.05 A regular part-time nurse who fails to meet the aforementioned commitment more than three (3) times in a

calendar year will be reverted to the status of a casual part-time nurse.

It is understood and agreed that illness or any approved leave of absence will not be considered as a failure to meet the commitment given to the Hospital.

The Hospital further agrees that if the commitment of a regular part-time nurse is not met for other legitimate reasons, such extraordinary circumstances will be considered on an individual basis.

- 17.06 A system shall be established, whereby part-time nurses may indicate their preference for availability to work. It is understood and agreed that the Hospital shall not arbitrarily schedule nurses to work without consideration of their preference.

ARTICLE 18 - CALL BACK

- 18.01 A part-time nurse who has left the Hospital premises and who is called in to work outside her regularly scheduled hours shall be paid at the rate of time and one-half ($1\frac{1}{2}$) her regular straight time rate of pay for all work performed with a minimum of four (4) hours' pay at time and one-half ($1\frac{1}{2}$) her regular straight time rate, whichever is the greater, provided she has completed her previously scheduled shift and except to the extent that her callback period overlaps and extends into her regular shift in which case, she shall receive premium pay only for the hours actually worked prior to the commencement of her regular shift.

ARTICLE 19 - STANDBY DUTY

- 19.01 A nurse who is required to remain available for duty on standby at any time outside of the scheduled working hours for that particular nurse shall receive two dollars and fifty cents (\$2.50) for each hour of standby duty effective April 1, 1991. If a nurse is called back to work while on standby duty, the provisions expressed in Article 18.01 shall apply. Effective April 1, 1991, the nurses will be paid three dollars (\$3.00) per hour for paid holidays.
- 19.02 When a nurse is required to stand by on a paid holiday and is called in to work, she shall be paid at the rate of two (2) times her regular straight time hourly rate with a guaranteed minimum of four (4) hours at time and one-half ($1\frac{1}{2}$) her regular straight time hourly rate, whichever is the greater.

ARTICLE 20 - ORIENTATION AND INSERVICE

- 20.01 The Hospital in its aim to provide highest quality patient care, recognizes the need to provide programmes to assist nurses in their professional growth. In order to meet that need, a programme of initial orientation, based on a nurse's individual needs, and an ongoing inservice education programme shall be carried forth and maintained.
- 20.02 Before assigning a newly hired nurse in charge of a nursing unit, the Hospital will first provide orientation both to the Hospital and to such nursing unit. It is understood that such nurse may be assigned to any tour as part of her orientation.
- 20.03 Both the Hospital and the Association recognize the joint responsibility and commitment to provide, and participate in, In-service education. The Association supports the principle of its member's 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.
- 20.04 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.
- 20.05 When a nurse is on duty and authorized to attend any In-Service program within the Hospital and during her regularly scheduled working hours, she shall suffer no loss in regular pay. When a nurse is required by the Hospital to attend courses outside her regularly scheduled working hours, she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.
- 20.06 Responsibility for Students
- i) 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.
 - ii) Any information that is provided to the hospitals 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.
- 20.07 Technological Change
- 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 provision of Article 8.06 will apply.

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 21 - PROFESSIONAL RESPONSIBILITY

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

(a) i) Complain in writing to the Nursing Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Nursing Committee shall convene a meeting of the Nursing 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 Nursing Committee, the complaint shall be forwarded to an Independent Assessment Committee, composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Hospital, and one (1) chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.

iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is

necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.

- (b) i) The list of Chairpersons (Assessment Committee) is attached to and forms part of this Agreement. The parties agree that should a Chairperson be required, the Ontario Hospital Association and the Ontario Nurses' Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided will be the top name on the list of Chairpersons who has not been previously assigned.

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

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

ARTICLE 22 - BULLETIN BOARDS

- 22.01 The Hospital agrees to make available to the Association for the posting of Association notices, a bulletin board in a suitable place to inform employees in the bargaining unit of the activities of the Association. It is agreed that no Association notice will be posted on the bulletin board without prior approval of the Director of Personnel of the Hospital, which approval will not be unreasonably withheld.

ARTICLE 23 - ASSOCIATION CONTRACTS

- 23.01 A copy of this contract in booklet form will be printed, paid for by the Hospital and the Association equally and issued by the Hospital to all nurses now employed and as employed.

ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY

- 24.01 (a) The Employer shall comply with all applicable federal, provincial and municipal health and safety

legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement or the employee/employer Health and Safety Committee or negotiations with the Association.

- (b) A Health and Safety Committee shall be established which is composed of an equal number of employee and employer representatives, but with a minimum of one (1) representative selected or appointed by the Association.
- (c) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its function.
- (d) Meetings shall be held in accordance with the legislation 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.
- (e) All time spent by a member of the Health & Safety Committee attending meetings of the Committee and carrying out her duties shall be deemed to be work time for which she shall be paid by the Hospital, at her regular rate, and she shall be entitled to such time from work as is necessary to attend scheduled meetings.
- (f) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician the pregnancy may be at risk. If a transfer is not feasible, the pregnant employee, if he so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (g) 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.

ARTICLE 25 - HEALTH PROGRAMME

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

- 25.02 Current provisions in the Collective Agreement relating to the provisions of x-rays, laboratory work, immunization injections, and gamma globulin and other programs shall be continued.

ARTICLE 26 - DURATION OF AGREEMENT

- 26.01 This Agreement shall continue in effect from April 1, 1991 to March 31, 1993, and shall continue automatically thereafter during annual periods of one (1) year, unless either party notifies the other, in writing, within ninety (90) days preceding the expiry of this Agreement, that it desires to amend or terminate this Agreement.

ARTICLE 27 - EXTENDED TOURS - Introduction and Discontinuation of Extended Tours. (Compressed Work Week).

- 27.01 A compressed work week shall be introduced into any unit when:

- i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
- ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably or arbitrary manner.

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

- i) eighty percent (80%) of the nurses working extended tours in the unit so indicate by secret ballot; or
- ii) the Hospital because of
 - (a) proven adverse effects on patient care,
 - (b) inability to provide a workable staffing schedule,

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

- 27.03 When notice of discontinuation is given by either party in accordance with Clause 28.02 above, then:

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

ARTICLE 28 - JOB SHARING**28.01**

The parties mutually agree to implement job sharing. The Hospital shall not arbitrarily or unreasonably refuse to implement job sharing.

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 or the schedule shall be determined by mutual agreement between the two (2) nurses and the Nursing Manager of the Unit. Job Sharers shall not be requested to work any tours outside of the tours of the full-time position.
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. (a) Job sharers are not required to cover their partner during sick leave or vacation. Job sharers are not responsible for arranging coverage for their position during an absence.
(b) Where a job sharer is going to be absent, other part-time nurses shall be offered the additional tours.
7. All other provisions covering job sharing are contained in the Part-time Collective Agreement.

8. Implementation

The number of job sharing positions will be determined by the Nursing Manager.

Where the job sharing arrangement arises out of the filling of a vacant position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

9. An 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.

10. 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 her former position. If she does not continue full-time, the position must be posted according to the Collective Agreement.

11. Discontinuation

Either party (the Hospital or the job sharing nurse) 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 29 - MODIFIED WORK

29.01 The Hospital will notify the President of the local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on LTD.

When it has been medically determined that an employee is unable to return to the full duties of her position and due to a disability, the Hospital will notify and meet with the 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.

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 Toronto Ontario, this 5th day of April, 1994.

FOR THE EMPLOYER

V. Mickelini
Heather Isaac
Sianna Handley
M. [unclear]
A. McCall
P. Kamorta
[unclear]

FOR THE ASSOCIATION

Freddie M. [unclear] (ERC)
Shirley Kapier Reg. N.
L. Fisher Reg. N.
L. [unclear]
Melanie A. Deathe Landyke
Lorrie Ball
Anne Danc R.N.

APPENDIX I - WAGES - REGULAR PART-TIME WAGE GRID

- I.1 (a) The regular straight time hourly rates for all regular part-time nurses shall be as follows:

Without Pension

	<u>APR 1/91</u> <u>14% in lieu</u>	<u>OCT 1/91</u> <u>14% in lieu</u>	<u>APR 1/92</u> <u>14% in lieu</u>	<u>MARCH 16/93</u> <u>13% in lieu</u>
Start	19.16	19.16	19.16	19.00
1 Year	20.19	20.19	20.19	20.01
2 Years	20.63	20.63	21.05	20.86
3 Years	21.63	21.63	22.22	22.02
4 Years	22.50	22.80	23.38	23.18
5 Years	23.38	23.68	24.56	24.34
6 Years	24.26	24.56	26.02	25.79
7 Years	25.14	25.72	27.47	27.23
8 Years	26.02	26.89	28.93	28.68
9 Years	26.89	28.07	30.40	30.14

With Pension

	<u>APR 1/91</u> <u>14% in lieu</u>	<u>OCT 1/91</u> <u>14% in lieu</u>	<u>APR 1/92</u> <u>14% in lieu</u>	<u>MARCH 16/93</u> <u>9% in lieu</u>
Start	19.16	19.16	19.16	18.32
1 Year	20.19	20.19	20.19	19.30
2 Years	20.63	20.63	21.05	20.12
3 Years	21.63	21.63	22.22	21.25
4 Years	22.50	22.80	23.38	22.36
5 Years	23.38	23.68	24.56	23.48
6 Years	24.26	24.56	26.02	24.87
7 Years	25.14	25.72	27.47	26.27
8 Years	26.02	26.89	28.93	27.67
9 Years	26.89	28.07	30.40	29.07

- (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 part-time nurses shall be those calculated in accordance with the following formula:

April 1, 1991 - March 15, 1993:

Applicable straight time hourly rate + 14%.

Effective March 16, 1993,

Without Pension: Applicable straight time hourly rate +13%

With Pension: Applicable straight time hourly rate + 9%