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No. OF EMPLOYEES	50		
NOMBRE D'EMPLOYÉS	A H		

COLLECTIVE AGREEMENT

BETWEEN

TEMISKAMING HOSPITAL

Hereinafter called the "Hospital"

PARTY OF THE FIRST PART

- and -

ONTARIO NURSES' ASSOCIATION

Hereinafter called the "Association"

PARTY OF THE SECOND PART

PART-TIME

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TEMISKAMING HOSPITAL

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain by mutual agreement collective bargaining relations between the Hospital and those of the nurses within the bargaining unit **as** defined in Article 2 of this Agreement, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work and wages.
- 1.02 It is agreed by the parties hereto that every covenant, proviso and agreement shall enure to the benefit of and be binding upon the parties hereto and their assigns, and that all covenants herein contained shall be construed as being joint and several and that when the context so requires or permits, the singular number shall be read as if the plural were expressed and the feminine gender **as** if the masculine, as the case may be, were expressed.
- 1.03 It is recognized that nurses wish to work together with the Hospital to secure the best possible nursing care and health protection for patients.

ARTICLE 2 - RECOGNITION

- 2.01 The Hospital recognizes the Association as the exclusive bargaining agent for all part-time Registered and Graduate Nurses employed by Temiskaming Hospital in New Liskeard, Ontario, engaged in a nursing capacity, save and except Assistant Unit Co-ordinators, persons above the rank of Assistant Unit Co-ordinator, full-time Registered and Graduate Nurses covered by a subsisting Ontario Labour Relations Board certificate.

**ARTICLE 3 - DEFINITIONS**

3.01 "Full-time Nurse" shall mean **a** nurse referred to in Article 2.01 of the Full-time Nurses' Collective Agreement.

3.02 A "Registered Nurse" is defined **as a** person who is registered by the College of Nurses of Ontario, in accordance with the Health Disciplines Act. **A** Registered Nurse is required to present to the Unit Co-ordinator or Assistant Unit Co-ordinator by February 15<sup>th</sup> of each year, her current Certificate of Competence or proof of payment.

3.03 A "Graduate Nurse" is defined as a nurse with registration incomplete. Graduate Nurses hired after the date of this Agreement shall be either in the process of being registered by the College of Nurses of Ontario or are completing registration requirements and this registration shall **be** completed within twenty-four **(24)** months of employment; failure to register within the time limits shall result in dismissal without recourse to the Grievance Procedure.

3.04 "Immediate Supervisor", when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

3.05 For the purposes of interpretation and clarification, "part-time nurse" shall mean **a** REGULAR PART-TIME or CASUAL PART-TIME NURSE who works less than five **(5)** tours per week or **who** temporarily relieves full-time nurses for a fixed term or task.

3.06 CATEGORIES OF PART-TIME

For the purposes of this Agreement, part-time nurses shall be divided into two **(2)** groups: regular part-time nurse and casual part-time nurse.

(a) Regular part-time nurses - shall mean those nurses who make **a** commitment (**as** per Article 16.07) to the Hospital to be available on a predetermined basis as required and determined by the Hospital and in respect of whom there is **a** predetermined scheduling.

(b) Casual part-time nurses - are those nurses who must declare their availability or non-availability for **work** on a four **(4)** week basis and as such are entitled to pick and choose and/or refuse work offered to them.

ARTICLE 4 - MANAGEMENT FUNCTIONS

- 4.01 The Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge for just cause, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline nurses, provided that a claim of classification, promotion, demotion or transfer made contrary to the terms of this Agreement or a claim that a nurse has been unjustly discharged, suspended or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
  - (c) to establish and enforce the rules and regulations to be observed by the nurses, provided that they are not inconsistent with the provisions of this Agreement; and
  - (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, and allocation and number of employees required from time to time, the standards of performance for all nurses and all other matters concerning the Hospital's operations not otherwise specifically dealt with elsewhere in this Agreement.
- 4.02 The Employer will not exercise these rights in a manner inconsistent with the provisions of this Agreement.

ARTICLE 5 - RELATIONSHIP

- 5.01 The Hospital and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement.
- 5.02 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.

- 5.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement **on** the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, religious affiliation or any other factor which is not pertinent to the employment relationship,

ARTICLE 6 - NO LOCKOUTS AND NO STRIKES

- 6.01 The Association and the nurses agree there will be no strikes and the Hospital agrees there will be no lockouts during the term of this Agreement.
- 6.02 The term "strike" or "**lockout**" shall bear the meaning given them in the Ontario Labour Relations Act currently in force.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Hospital will deduct from each part-time 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 she does not receive any pay in a particular month.
- 7.02 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.
- 7.03 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.
- 7.04 In consideration of the deducting and forwarding of the 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.
- 7.05 (a) 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.

(b) The Hospital will provide each nurse with a T-4 Supplementary slip showing the dues deducted in the previous year for income tax purposes.

7.06 During the orientation period, a nurse representative or officer of the Association shall be allowed a reasonable period of time at a time designated by the Hospital 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.

#### ARTICLE 8 - REPRESENTATION AND COMMITTEES

##### 8.01 NURSES' REPRESENTATIVES

(a) The Hospital acknowledges the right of the Association to appoint or otherwise select five (5) nurses' representatives, some of whom may be part-time, in the following manner:

Operating Room & Emergency - 1 nurse representative

Team A - 2 nurse representatives

Team B - 2 nurse representatives

The nurses' representatives may assist in the presentation of any grievance which may arise in the area she represents.

(b) All reference to officers, representatives and Committee members in this Agreement shall be deemed to mean officers, representatives and Committee members of the duly chartered local.

##### 8.02 Negotiating Committee

The Hospital acknowledges the right of the Association to appoint or otherwise select a Committee of not more than three (3) nurses, one (1) of whom may be a part-time nurse. Negotiating Committee members shall not suffer a loss in their regular pay calculated at the straight time hourly rate while attending meetings with representatives of the Hospital up to and including conciliation.

##### 8.03 Central Negotiating Team

A nurse serving on the Association's Central Negotiating Team shall be paid for time lost from her regularly scheduled straight time working hours at her regular rate of pay, and without loss of leave credits, for attending central negotiating meetings with the

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

Central Negotiating Team members shall receive unpaid time off for the purpose of preparation for negotiations. The Association will advise the Hospital 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 14.01, Leave for Association Business.

Such leave shall be limited to one (1) part-time nurse.

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

For any unpaid leave of absence under this provision, the 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,

8.04 GRIEVANCE COMMITTEE

The Hospital acknowledges the right of the Association to appoint or select a Grievance Committee consisting of up to two (2) nurses, the nurse representative from that area and the grievor if she so desires to be present.

8.05 HOSPITAL-ASSOCIATION COMMITTEE

(a) There shall be a Hospital-Association Committee comprised of three (3) representatives of the Hospital, one (1) of whom shall be the Assistant Executive Director - Patient Care Services or her designate, and of three (3) representatives of the Association, one (1) of whom shall be the Local President or her designate and one (1) of whom may be a part-time nurse. 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 10.01 or Article 13.10. The duties of the chairperson and secretary shall alternate between the parties. Where possible, agenda items will be



exchanged in writing at least seven (7) 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 10, Professional Responsibility.
  - (iii) discussing and reviewing matters relating to orientation and in-service programmes;
  - (iv) dealing with proposed lay-offs in accordance with the provisions of Article 13.
- (d) The Hospital agrees to pay for time spent during regular working hours for representatives of the Association attending such meetings.

8.06

ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE

- (a) The Hospital and the Association agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee, at least one (1) representative selected or appointed by the Association from amongst bargaining unit employees.
- (c) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programmes 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 fulfill its functions. In addition, the Hospital will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.

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

8.07

COMMITTEES AND NURSES' REPRESENTATIVES

Representatives of the Association have their regular work to perform on behalf of the Hospital. If it is necessary for a representative of the Association to attend Association business during her working hours, she shall not leave her work without first obtaining the permission of her supervisor. When resuming her regular work, she shall again report to her supervisor. Such permission will not be unreasonably withheld considering the efficient operation of the Hospital.

- 8.08 In accordance with this understanding, the Hospital shall not make any deduction from the Association representatives or Grievance Committee members or Hospital-Association Committee members for time so spent at joint meetings only and time spent at joint meetings shall not be used in the calculation of any overtime pay.
- 8.09 The Association agrees to notify the Hospital of the names of members of the Executive, all Committee members and nurses' representatives and only nurses thus named shall be recognized ,by the Hospital.
- 8.10 The Hospital will grant permission for access to its premises for a representative of the Ontario Nurses' Association for the purpose of investigating grievances at Stage 3 or attending Hospital approved meetings. Such a representative shall have access to the premises only by approval of the Executive Director or his designate.
- 8.11 Where a nurse makes prior arrangements for time off from a tour of duty, the nurse shall not be scheduled to work another tour that day.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 Should any difference arise between the Hospital and any of its nurses regarding the interpretation, application, administration or alleged violation of the provisions of this Agreement, an honest effort shall be made by both parties to settle the difference in the following manner.
- 9.02 Any nurse may present a complaint without recourse to the formal written procedure. A nurse, who may be accompanied by a representative, shall present the complaint to the immediate supervisor. Such complaint must be presented within five (5) working days of the date of the occurrence of the circumstances giving rise to the complaint or within five (5) working days of the date the nurse should have known of the circumstances giving rise to the complaint. The supervisor shall render her decision within five (5) working days following the day on which the complaint was submitted. If this decision is unsatisfactory to the nurse and she wishes to present a grievance, Step One shall be followed within five (5) working days.

9.03

STEP ONE

Within five (5) working days following the decision of the supervisor, the nurse, who may be accompanied by a representative, shall submit the written grievance to the supervisor who will deliver her decision in writing within five (5) days from the date on which the written grievance was presented to her. Failing settlement, then:

STEP TWO

Within six (6) days following the decision under Step One, the nurse with the assistance of a nurse representative if desired, may submit the written grievance to the Assistant Executive Director - Patient Care Services or her designate who will deliver her decision in writing within five (5) days following the day on which the grievance was presented to her. Failing settlement, then:

STEP THREE

Within five (5) working days following the decision under Step Two, the Grievance Committee shall submit the grievance to the Executive Director or his designate, at which time the matter will be reviewed and a decision in writing by the Hospital will be given ten (10) working days from the date on which the grievance is lodged under Step Three. The parties will, if either party so requests, meet to discuss the grievance at a time and place suitable to both parties. A representative of the Ontario Nurses' Association may attend.

9.04

GROUP GRIEVANCE

Where two (2) or more nurses have a common grievance, one (1) nurse may be selected to present the grievance on behalf of the group named therein commencing at Step Two of the Grievance Procedure.

9.05

AGREEMENT FINAL

All agreements reached under the Grievance Procedure between the representatives of the Hospital and the grievor or the representatives of the Association, will be final and binding upon the Hospital, Association and the nurse.

9.06

POLICY GRIEVANCES

Any difference arising directly between the Hospital and the Association concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement may be submitted by either

party to the other in writing at Step 3 of the Grievance Procedure within fifteen (15) days of the occurrence.

9.07 ARBITRATION

Failing settlement under the Grievance Procedure, such grievance shall be submitted to Arbitration within ten (10) days of the decision at Step Three.

9.08 TIME LIMITS

- (a) Any grievance not submitted within the time limits nor advanced by the grieving party within the time limit provided for at any step of the Grievance Procedure, shall be deemed to have been withdrawn.
- (b) No matter may be submitted to Arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure. Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- (c) The time limits fixed in both the Grievance and Arbitration Procedures may be extended by the verbal consent of the parties to this Agreement and such requisite shall be confirmed in writing by the party requesting such extension.
- (d) Saturdays, Sundays and paid holidays as set out in this Agreement will not be counted in computing the time within which any action is to be taken or computed under the Grievance and Arbitration Procedures.

9.09 SELECTION OF ARBITRATOR

If the Hospital or the Association requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time, nominate an Arbitrator. Within ten (10) days thereafter, the other party shall nominate an Arbitrator and notify the other party. The two Arbitrators so nominated shall within ten (10) days of the nomination of the latter of them, attempt to settle by agreement the third person to be a member and Chairman of the Arbitration Board. If they are unable to agree on such a Chairman, they may request the Minister of Labour for the Province of Ontario to appoint a Chairman. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Minister of Labour for the Province of Ontario, who shall have the power to effect such appointment.

9.10 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9.11 DISCHARGE

A claim by a nurse who has completed her probationary period, that she has been unjustly discharged, shall be treated as a grievance if a written statement of such grievance is lodged at Step 3 of the Grievance Procedure within seven (7) working days after the nurse ceases to work for the Hospital. Discharge grievances may be settled by confirming the action of the Hospital in discharging the nurse or by reinstating the nurse with full, partial or no compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board. The release of a probationary nurse shall not be subject to the Grievance Procedure unless the probationary nurse is released for exercising a right under this Agreement.

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.

9.12 ARBITRATION BOARD JURISDICTION

The Arbitration Board shall not have jurisdiction to amend nor to add to any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

9.13 FEES AND EXPENSES

Each of the parties hereto will bear the fees and expenses of the nominee appointed by it and the parties shall jointly bear the fees and expenses, if any, of the Chairman of the Arbitration Board.

9.14 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 arbitration board shall appropriately apply.

ARTICLE 10 - PROFESSIONAL RESPONSIBILITY

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

- (a) (i) Complain in writing to the Association-Hospital Committee within fifteen (15) calendar days of the alleged improper assignment. The chairman of the Association-Hospital Committee shall convene a meeting of the Association-Hospital Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
  - (ii) Failing resolution of the complaint within five (5) 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 (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) 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.

(c) 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.

10.02 (a) 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.

(b) 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.

(c) Nurses who are subject to lay-off due to technological change will be given notice of such lay-off at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 13.09 will apply.

10.03 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 11 - ORIENTATION AND IN-SERVICE PROGRAMME

11.01 (a) The Hospital recognizes the need for a Hospital Orientation Programme of such duration **as** it may deem appropriate taking into consideration the needs of the Hospital and the regular part-time nurses involved.

(b) Regular part-time nurses recalled from lay-off under Article 13.13 and regular part-time nurses whose probationary period has been extended under Article 13.01 and regular part-time nurses who



transfer on a permanent basis may be provided any orientation determined necessary by the Hospital. A request by such a nurse for orientation shall not be unreasonably denied.

- (c) Both the Hospital and the Association recognize their joint responsibility and commitment to provide, and 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 programmes related to the requirements of the Hospital. Available programmes will be publicized and the Hospital will endeavour to provide nurses with opportunities to attend such programmes during their regularly scheduled working hours.
- (d) Before assigning a newly hired regular part-time nurse in charge of a nursing unit, the Hospital will first provide orientation both to the Hospital and to such nursing unit. It is understood that such nurses may be assigned to any tour as part of her orientation programme providing such assignment is in accordance with any scheduling regulations or objectives contained in the Collective Agreement.
- (e) 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.
- (f) When a nurse is on duty and authorized to attend any in-service programme 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 of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.

11.02 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.

ARTICLE 12 - ACCESS TO FILES

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

Each nurse shall have reasonable access to all of her files for the purpose of reviewing their contents in the presence of her supervisor. A copy of any 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.

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

ARTICLE 13 - SENIORITY AND JOB SECURITY

13.01 (a) Newly hired part-time nurses shall be considered to be on probation for a period of sixty (60) tours worked (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 for the sixty (60) tours worked. With the written consent of the Hospital, the probationary nurse, and the President of the Local Association or her designate, such probationary period may be extended. Where the Hospital requests an extension of the probationary period it will provide notice to the Association at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Hospital will advise the nurse and the Association of the basis of such extension.

(b) A nurse who transfers from casual part-time or full-time to regular part-time status shall not be required to serve a probationary period where she has previously completed one since her date of last hire. Where no such probationary period has been

served, the number of tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) during the nine months immediately preceding the transfer shall be credited towards the probationary period.

- 13.02 (a) A seniority list shall be established for all regular part-time nurses covered by this Agreement who have completed their probationary period. A copy of the current seniority list will be filed with the President of the Local Association or her designate on request but not more frequently than once every six (6) months. The seniority list will be posted in January and July. Seniority on such lists will be expressed in terms of total hours worked.
- (b) A seniority list shall be maintained for casual part-time nurses for the purposes of Article 13.05 only. A copy of the current seniority list will be filed with the President of the Local Association, or her designate, on request but not more frequently than once every six (6) months. The seniority list will be posted in January and July. Seniority on such lists will be expressed in terms of total hours worked.

13.03 Seniority shall be retained by a nurse in the event that she is transferred from full-time to part-time or vice versa or in the event she is transferred from casual to regular part-time. For the purposes of the application of seniority, if any, under the Agreement but not for the purposes of service under any provisions of the Collective Agreement (save as expressly provided otherwise in this Agreement), a nurse whose status is changed from full-time to part-time shall receive credit for her full seniority. In the case of a nurse whose status is changed from part-time to full-time, she shall receive credit for seniority on the basis of one (1) year of seniority for each 1500 hours worked. 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 in this manner until she reaches the next equivalent.

13.04 BREAK IN SENIORITY

Seniority rights and a nurse's employment shall be deemed to have been terminated if she:

- (a) resigns her position with the Hospital;
- (b) is discharged and not reinstated;

- (c) has **been laid off for twenty-four (24)** calendar months;
- (d) 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;
- (e) fails to return to work on termination of an authorized leave of absence unless a satisfactory explanation is given by the nurse;
- (f) utilizes a leave of absence for purposes other than those for which the leave of absence may have been granted unless she received prior permission from the Hospital;
- (g) fails to return to work within seven (7) calendar days after being recalled from lay-off by notice sent by registered mail, unless a satisfactory explanation is given by the nurse;
- (h) is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced.
- (i) leaves her post without permission during regular working hours without a satisfactory explanation being given to the Hospital.

13.05

JOB VACANCIES

- (a) When new positions are created and vacancies occur other than temporary vacancies, which the Hospital requires to be filled, falling within those positions included in the description of the bargaining unit, they shall be posted by the Hospital on the bulletin board for a period of seven (7) consecutive working days. Subsequent vacancies created by the filling of a posted vacancy are to be posted for three (3) consecutive calendar days. Nurses in this bargaining unit and nurses in another **ONA** bargaining unit at the Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein. **The Hospital shall not be prevented from temporarily filling any position or vacancy. When such new positions are created and vacancies occur, the provisions of section 13.06 (c) shall apply. The Hospital shall post the name of the successful applicant.**
- (b) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to

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

- 13.06 (a) A nurse may make written request for transfer by advising the Hospital and filing a Request **for** Transfer form indicating her name, qualifications, experience, present area of assignment, seniority date and requested area of assignment. A transfer shall be defined as a move within a classification within the same salary grid. A request for transfer shall become active as of the date it is received by the Personnel Office 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 the vacancies filled under this article in the preceding month along with the names of the successful applicants shall be sent **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.

- (b) The name of the successful applicant will be posted by the Hospital. A nurse selected as a result of a posted vacancy or a request for transfer need not be considered **for a** further permanent vacancy for a period of up to six (**6**) months from the date of her selection.
- (c) Promotions and transfers (except promotions to positions outside the bargaining unit) will be based primarily on skill, ability, experience and qualifications of the nurse concerned; but between

two (2) persons of equal standing based upon the above factors, seniority under the seniority list will govern. Where seniority governs the most senior nurse will be awarded the position, regardless of the bargaining unit in which the vacancy arose. 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 or transferred, the Hospital will attempt, during the first thirty (30) tours (225 hours for nurses whose regular hours of work are other than the standard work day) worked from the date on which the nurse was first assigned to the vacancy, to return her to her former job, and the filling of the subsequent vacancies will likewise be reversed.

13.07 (a) A regular part-time nurse who is transferred to a position outside of the bargaining unit shall, subject to (b) below retain but not accumulate her seniority held at the time of the transfer. In the event that the part-time nurse is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

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

13.08 Nursing Unit Co-ordinators, Assistant Nursing Unit Co-ordinators, and Supervisors excluded from the bargaining unit shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in the lay-off, loss of seniority or service or reduction in benefits to nurses in the bargaining unit.

13.09 LAY-OFF

(a) For the purposes of determining a lay-off order, part-time seniority lists shall be considered separate and distinct from full-time seniority lists and shall apply only to a lay-off in the part-time category.

- (b) In the event of a lay-off, regular part-time nurses shall be laid off in reverse order of their seniority ranking, however, the Hospital may retain sufficient nurses of the existing nursing staff to continue to provide quality patient care.
- (c) In the event of a proposed lay-off at the Hospital of a permanent or long term nature, the Hospital will:
  - 1. provide the Local Association with no less than thirty (30) days' notice of such lay-off; and
  - 2. meet with the Hospital-Association Committee to review the following:
    - (i) the reasons causing the lay-off;
    - (ii) the service which the Hospital will undertake after the lay-off; and
    - (iii) the method of implementation, including the areas of cutback and the nurses to be laid off.

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

- 13.10 In the event of a bed cutback or a cutback 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 through the Hospital-Association Committee to review the reasons and expected duration of the bed cutback or cutback in service, realignments of service or staff and its effect on nurses in the bargaining unit.
- 13.11 No reduction in the hours of work shall take place to prevent or reduce the impact of a lay-off without the consent of the Association.
- 13.12 All regular part-time and full-time nurses represented by the Association who are on lay-off will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.

13.13

RECALL

Regular part-time nurses shall be recalled after lay-off in order of their seniority ranking, provided they are qualified to do the work.

13.14

Regular part-time nurses shall be notified of recall by registered mail to their last place of residence recorded with the Hospital and be advised of the date their services will be required to commence. It shall be the duty of the nurse to notify the Hospital promptly in writing of any change of address. If a nurse should fail to do this, the Hospital will not be responsible for failure of a notice to reach such nurse and any notice sent by the Hospital by registered mail to the address of the nurse which appears on the Hospital's personnel records shall be conclusively deemed to have been received by the nurse.

ARTICLE 14 - LEAVE OF ABSENCE

14.01

(a) 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 and conventions up to a total of fifty (50) days during the calendar year, provided two (2) weeks' notice is given. Not more than two (2) nurses may be absent at any one (1) time and not more than one (1) nurse from any nursing sub-team. During such leave of absence, the nurses' salaries and applicable benefits shall be maintained by the Hospital and the Local Association agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits, subject to the provisions of Article 13.03.

(b) LEAVE, BOARD OF DIRECTORS

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she may require to fulfill the duties of her position. Reasonable notice - sufficient to adequately allow the Hospital to minimize disruption of its services - shall be given to the Hospital for such leave of absence. 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 14.01 (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 cost of such salary and applicable benefits.

(c) 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 the President of the Ontario Nurses' Association for a period of up to two (2) consecutive years. Notwithstanding the provisions of Article 13.03, Seniority, there shall be no loss of service or seniority during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Hospital and the Association agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Hospital of her intention to return to work at least two (2) weeks prior to the date of such return.

14.02 PERSONAL LEAVE

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

14.03 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 Assistant Executive Director - Patient Care Services or her designate. Requests for such leave will not be unreasonably denied.
- (b) The regular part-time nurse shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which nurses are enrolled to upgrade their nursing qualifications.

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

14.04

BEREAVEMENT LEAVE

A regular part-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 her regular pay **for** her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. Where a nurse does not qualify under the above-noted conditions, the Hospital, may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay.

14.05

COURT ATTENDANCE

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

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

14.06

MATERNITY LEAVE

- (a) Maternity Leave will be granted in accordance with the provisions of the Employment Standards Act, 1974, except where amended in this provision.

- (b) The service requirement for eligibility for maternity leave shall be ten (10) months of continuous service.
- (c) The part-time 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.
- (d) The part-time nurse has the right to extend the maternity leave to six (6) months in total. Written notice by the nurse to extend the maternity leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.
- (e) The part-time nurse shall re-confirm her intention to return to work on the date originally approved in subsection (c) or (d) above by written notification received by the Hospital at least two (2) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (f) Nurses newly hired to replace part-time nurses who are on approved maternity leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The Hospital will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- (g) The Hospital may request a part-time nurse to commence maternity leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (h) Effective April 1, 1988 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on maternity leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the

Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits **for** a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

14.07

ADOPTION LEAVE

- (a) Where a nurse with at least ten (10) months of continuous service legally adopts a child, such nurse shall be entitled to a leave of absence, without pay, **for** a period of up to six (6) months duration, consideration being given to any requirements of adoption authorities. The nurse shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (b) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (c) Nurses newly hired to replace nurses who are on approved adoption leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period.

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.

14.08 A regular part-time nurse shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which nurses are enrolled to upgrade their nursing qualifications.

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

14.10 Pre-Paid Leave Plan

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

- (a) The plan is available to nurses wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Assistant Executive Director - Patient Care Services 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) There shall be no more than one (1) nurse (full-time or part-time) from each of the teams A, B, C (maximum of 3 nurses) absent at any one time on such leave. 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 Assistant Executive Director - Patient Care Services or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until commencement of the leave

or upon withdrawal from the plan.

- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating, Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave,
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given the Assisant Executive Director - Patient Care Services, Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Hospital will endeavour to find a temporary replacement **for** the nurse as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave, The Hospital will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job,

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

- (a) A statement that the nurse is entering the pre-paid leave program in accordance with Article 14.10 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.

#### ARTICLE 15 - SICK LEAVE

15.01 Part-time nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.

15.02 1. (a) Nurses absent on account of sickness or injury must report to their immediate supervisor as follows:

- (i) Day Tour - early as possible prior to commencement of the day tour.
- (ii) Evening Tour - prior to 1000 hours except in cases of emergency.
- (iii) Night Tour - prior to 1600 hours except in cases of emergency.

(b) The Hospital shall not be required to provide work or pay to any nurse for the tour involved, who fails to give notice by 1300 hours prior to the commencement of her next day or night shift and 1000 hours prior to the commencement of her next evening shift that she is able to return to work following an absence due to illness or injury.

2. Nurses who have reported for their regular shift and have not contravened paragraph 1 above, shall not be sent home and scheduled for a later tour in

the same day. However, should a nurse be required to do so, she shall receive a minimum of four (4) hours' pay at her regular rate of pay.

ARTICLE 16 - HOURS OF WORK AND SCHEDULING

- 16.01 (a) The Hospital does not guarantee to provide employment or work for normal hours of work or for any other hours.
- (b) The following provisions designating regular hours on a daily tour and regular daily tours over the Hospital's nursing schedule shall not be construed to be a guarantee of the hours of work to be done on each tour or during each tour schedule.
- 16.02 (a) A fifteen (15) minute rest period will be allowed during the first and second part of each shift. The time allowance away from employment may not exceed fifteen (15) minutes portal to portal.
- (b) Where a nurse notifies her supervisor that she will be unable to take a lunch break during her tour, she shall be paid at the rate of time and one-half her regular straight time hourly rate for the  $\frac{1}{2}$  hour lunch break.

16.03 SCHEDULING REGULATIONS

- (a) Shift schedules for regular part-time nurses will be posted two (2) weeks in advance except in cases of emergency and shall cover a four (4) week period. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting.
- (b) A period of at least two (2) tours will be scheduled between shifts worked by a nurse unless a lesser period of time is mutually agreed upon between the nurse and her immediate supervisor.
- (c) A regular part-time nurse who is not scheduled to work and is called on short notice to work on an unscheduled shift may refuse to work for legitimate reasons. Such refusal shall not be deemed to be a violation of Article 13.04 (d).
- (d) It is understood that a weekend consists of at least sixty-four (64) consecutive hours of work during the period following completion of the Friday tour until the commencement of the Monday tour.



- (e) A period of at least forty-eight (48) hours will be scheduled between the completion of night shift and the commencement of either day shift or afternoon shift.
- (f) A request for a change in posted time schedules must be submitted sixteen (16) hours in advance or other agreed upon shorter periods, in writing, by the nurse requesting the change and co-signed by the nurse willing to exchange days off or tours of duty. It is understood that such changes scheduled or days off initiated by nurses are subject to the approval of the Hospital and shall not result in any overtime payment or compensation.

16.04 Where nurses are now working a longer daily tour or where hereafter the Hospital, with the approval of the Local Association, introduces a longer daily tour and a reduction in the number of daily tours in the nursing tour schedule, the provisions governing the regular hours of work in a daily tour shall be adjusted accordingly.

16.05 A part-time 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, if her regular duties are not available.

16.06 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 the following notice is given personally to the regular part-time nurse, time and one-half the nurse's regular straight time hourly rate will be paid for all hours worked on a first shift of her new schedule:

<u>SCHEDULED TOUR</u>	<u>NOTICE</u>
-----------------------	---------------

- |               |                                     |
|---------------|-------------------------------------|
| (i) Days      | prior to 2000 hours of previous day |
| (ii) Evenings | prior to 1100 hours same day        |
| (iii) Nights  | prior to 1700 hours same day.       |

16.07 A regular part-time nurse must agree to work a predetermined schedule and her commitment will include:

1. Available for work two (2) weekends (Saturday and Sunday) in a four (4) week period.

2. Available for days, evenings and night duty. The Hospital will consider individual tour preferences.
3. Available to work as scheduled on any tour on either:
  - (a) Christmas 5 days including Christmas Day
  - (b) New Year's 5 days including New Year's Day
4. Available to work at least three (3) tours per week.

ARTICLE 17 - PREMIUM PAYMENT

17.01 (a) OVERTIME

If a nurse is authorized to work in excess of seven and one-half (7½ hours) in a day or seventy-five (75) hours in a bi-weekly period, she shall receive overtime premium of one and one-half (1½) times her regular straight time hourly rate; overtime premium will not be duplicated for the same hours or pyramided with any other premium payable under this Agreement. Nothing herein shall disentitle a nurse to the payment of her normal tour differential.

(b) There will normally be additional time required for reporting at the change of tour 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 17.01 (a).

(c) Work scheduled by the Hospital to which a premium is attached under scheduling regulations contained in the Collective Agreement shall be paid at one and one-half (1½) times the nurse's regular straight time hourly rate or as otherwise provided.

17.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of the change in tour at the request of a nurse or a changeover to Daylight Saving from Standard Time and vice versa.

17.03 TOUR DIFFERENTIAL

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

such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate.

17.04 CALL-BACK

Where a regular part-time nurse has completed her regularly scheduled tour and left the Hospital and is called in to work outside her regularly scheduled working hours, or where a nurse is called back from standby, she shall receive time and one-half (1½) her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours pay at time and one-half her straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her regularly scheduled shift. In such a case, she will receive time and one-half (1½) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.

17.05 STANDBY

- (a) A nurse who is required to remain available for duty on standby outside her regularly scheduled working hours shall receive standby pay in the amount of \$2.10 per hour for the period of standby scheduled by the Hospital. Standby pay shall, however, cease where a nurse is called in to work under Article 17.04 and works during the period of standby.
- (b) There shall be an equal distribution of standby duty amongst regular part-time nurses who normally perform such duty.
- (c) Only nurses on day tour shall be assigned standby.

17.06 AUTO ALLOWANCE - STANDBY

A travel allowance of twenty-two (22¢) per kilometer, maximum of twenty (20) kilometers one way, shall be paid for travel incurred outside normal working hours while on standby or alternatively, taxi fare within a twenty (20) kilometer limit.

17.07 GROUP. UNIT OR TEAM LEADER

- (a) Whenever a nurse is assigned additional responsibility to direct, supervise or oversee work of nurses, and/or be assigned overall

responsibility for patient care on the unit, ward, or area, for a tour of duty, she shall be paid a premium of 40¢ per hour 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 in the bargaining unit) for a period of one full tour or more at times when the incumbent in that classification would otherwise be working, she shall be paid a premium of seventy-five cents (75¢) per hour for such duty in addition to her regular salary. The Hospital agrees that it will not make work assignments which will violate the purpose and intent of this provision.

17.08 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 an assigned shift, she shall be paid her regular rate of pay. Where the nurse continues to perform such duties in excess of her assigned shift, 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 17.01. 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.

17.09 Part-time nurses who work outside a normal 7.5 hour tour shall after two (2) hours, receive a one-half 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.

17.10 Effective April 1, 1990 a nurse shall be paid a weekend premium of forty-five (45) cents per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. If a nurse is receiving premium pay under Article 17.01, pursuant to a local scheduling regulation with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

#### ARTICLE 18 - PAID HOLIDAYS

18.01 The Hospital recognizes the following designated paid holidays for all part-time nurses.

New Year's Day  
2nd Monday in February\*  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

\* Heritage Day, if proclaimed by Federal Government.

Effective April 1, 1989, the number of designated holidays shall be increased to twelve. The designated twelfth holiday will be the second Monday in June.

18.02 (a) If a part-time nurse works on any of the holidays listed in Article 18.01 above, she shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate (as set out in the wage scale) for all hours worked on such holiday, subject to the application of Article 18.02 (b) regarding hours worked, in addition to her full tour.

(b) Where a nurse is required to work additional hours following her full tour on a designated paid holiday (but not including hours on a subsequent regularly scheduled shift), she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

18.03 Regular part-time nurses shall be paid designated holiday pay provided the qualifications for entitlement to designated holiday pay as set out in the Employment Standards Act, currently in force, are met.

Payment of holiday pay under this Article applies only to nurses presently enjoying such payment. Nurses presently enjoying holiday pay pursuant to this Article or otherwise as of March 24, 1988, 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.

18.04 A tour that begins or ends during the twenty-four (24) hour period of the above designated paid holidays where the majority of the hours worked fall within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

18.05 A regular part-time nurse who is scheduled to work on a designated paid holiday and fails to perform any work shall receive no pay for the day.

#### ARTICLE 19 - VACATIONS

19.01 (a) Part-time nurses who have not completed eleven hundred (1100) regular hours of work by June 30th shall be paid six percent (6%) of their regular earnings for work performed since the previous July 1st.

(b) Vacation pay shall be granted annually to part-time nurses at the completion of eleven hundred (1100) regular hours of work by June 30th in the amount of six percent (6%) of their regular earnings for work performed during the twelve (12) month period prior to June 30th.

(c) Vacation pay shall be granted annually to part-time nurses after the completion of four thousand five hundred (4500) regular hours of work or more by June 30th in the amount of eight percent (8%) of regular earnings for work performed during the twelve (12) month period prior to June 30th.

- (d) Vacation pay shall be granted annually to part-time nurses after the completion of thirty thousand (30,000) regular hours of work or more by June 30th in the amount of ten percent (10%) of regular earnings for work performed during the twelve (12) month period prior to June 30th.

Effective June 30, 1989, vacation pay shall be granted annually to part-time nurses after the completion of twenty-two thousand five hundred (22,500) regular hours of work or more by June 30th in the amount of ten percent (10%) of regular earnings for work performed during the twelve (12) month period prior to June 30th.

- (e) Effective June 30, 1989, vacation pay shall be granted annually to part-time nurses after the completion of thirty-seven thousand five hundred (37,500) regular hours of work or more by June 30th in the amount of twelve percent (12%) of regular earnings for work performed during the twelve (12) month period prior to June 30th.

19.02 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 to the date of her separation, it being understood and agreed that the nurse will provide at least two (2) weeks' notice of termination.

19.03 The Hospital will grant to regular part-time nurses, preference in selecting a personal annual leave of absence without pay in lieu of vacation period in accordance with their seniority within their work area but such option must be exercised without delay or be lost. Of necessity, the Hospital must reserve the final decision as to the scheduling of time off work.

Time off work under this section shall be equated to the vacation period allotted to full-time employees.

19.04 Vacation Pay shall be paid with regular pay.

19.05 (a) For the purpose of vacation entitlement, the Hospital will recognize the number of full tours worked converted to full-time equivalent for nurses transferred from part-time to full-time prior to the effective date of this Agreement.

(b) For the purpose of vacation entitlement, service for those nurses whose status is changed, after the effective date of this Agreement was entered into, from part-time to full-time, 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.

ARTICLE 20 - COMPENSATION

20.01 Nurses shall be compensated for their services in accordance with Schedule "A" hereof.

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

Applicable straight time hourly rate plus 14%.

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.

20.03 The hourly salary rates payable to a 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 the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 14% which is paid in lieu of fringe benefits and accordingly the 14% add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

~~20.04~~ *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 13.03. CASUAL NURSES WILL THEN ADVANCE ON THE GRID IN THE SAME MANNER AS REGULAR PART-TIME NURSES.*

20.04 A Registered Nurse is required to present to the Unit Co-ordinator or Assistant Unit Co-ordinator before February 15th of each year her current Certificate of Competence. Such time shall be extended for satisfactory reasons. Failure to provide proof of certification by the above date (or extended date) shall result in the nurse being reverted to the salary status of graduate nurse. Reinstatement to the status of registered nurse shall be effective the first pay period following the date of presentation of proof of certification as above.



20.05 GRADUATE NON-REGISTERED NURSE

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 Assistant Executive Director -Patient Care Services or her designate, or to the date of last hire whichever is later.

20.06 RULES CONCERNING PREVIOUS EXPERIENCE

Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring. The nurse shall co-operate with the Hospital by providing verification of previous experience so that recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Hospital shall apply one (1) increment level for each two (2) years of related clinical experience up to a maximum of level 6.

20.07 A part-time nurse will be advanced from her present level to the next level as set out in Schedule "A" of this Agreement after working fifteen hundred (1500) regular hours since the date of her last advancement.

20.08 A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time. A nurse whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one year of seniority **or** service for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

ARTICLE 21 - MISCELLANEOUS

21.01 The retirement age shall be sixty-five (65) years of age.

21.02 The Hospital shall undertake to supply all nurses employed and as employed with a copy of the Collective Agreement and the cost of doing so shall be shared equally by the Association and the Hospital.

21.03 The Hospital shall make available copies of all existing Hospital policies and rules affecting nurses to the nurses. Prior to affecting changes in the Hospital's policies or rules which would affect nurses covered by this Agreement, the Hospital shall first discuss such changes with the nurses and allow them to make representations.

21.04 VALIDITY

In the event of any provisions of this Agreement or any contracts established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be deemed to be abrogated, but shall be amended **so** as to conform with the requirements of any such law.

21.05 BULLETIN BOARD

The Hospital shall provide a bulletin board in the staff entrance vestibule. The Association shall have the right to post notices of meetings and such other notices as may be of interest to the nurses. Such notices shall be signed by a member of the Executive of the Local and be submitted to the Executive Director for approval before posting.

TERMINATION OF EMPLOYMENT

21.06 A nurse shall give at least one (1) month's written notice of her intention to resign.

21.07 Except in cases of discharge for just cause, the Hospital will give regular part-time nurses at least one (1) month's written notice of termination of employment or pay in lieu thereof.

21.08 A nurse who will have become physically and/or mentally handicapped prior to reaching retirement age, may, at the discretion of the Hospital, continue to be employed on a month to month basis by the Hospital at a rate of pay which takes into consideration the ability and physical and mental condition of such nurse. In such cases, the Hospital shall have the right to establish the rate of pay.

21.09 When required by the Administration, the nurses will submit to a physical examination, stool examination and/or culture including laboratory tests, x-rays, inoculations, and vaccinations; it being understood that the expense of such will be borne by the Hospital and without limiting the generality of the foregoing, the nurses agree to submit to an examination required from time to time by the Public Hospitals Act, R.S.O. 1980, Chapter 410 and amendments thereto and/or regulations passed thereunder; it being understood that all findings will be kept confidential.



ARTICLE 22 - DURATION OF AGREEMENT

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

DATED AT NEW LISKEARD, ONTARIO, THIS 19<sup>th</sup> DAY OF August, 1982.

SIGNED ON BEHALF OF  
TEMISKAMING HOSPITAL

SIGNED ON BEHALF OF  
ONTARIO NURSES' ASSOCIATION

[Signature]  
[Signature]  
[Signature]  
[Signature]

[Signature]  
[Signature]  
[Signature]  
[Signature]

SCHEDULE A - COMPENSATION

(Part-Time Nurses)

APRIL 1, 1988

<u>START</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
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Registered Nurse

15.85	16.45	16.71	17.01	17.39	17.73	18.12	18.55		
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Graduate Nurse

15.06	15.63								
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APRIL 1, 1989

Registered Nurse

16.17	17.03	17.29	17.60	18.04	18.40	18.80	19.24	19.53	
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Graduate Nurse

15.36	16.18								
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**NOTE:** Nurses with the required level of service credit for purposes of advancement on salary schedule shall be placed at the level "8" on the salary schedule, effective April 1, 1989.

APRIL 1, 1990

Registered Nurse

16.81	17.71	17.98	18.31	18.76	19.13	19.55	20.01	20.31	20.62
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Graduate Nurse

15.97	16.83								
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**NOTE:** Nurses with the required level of service credit for purposes of advancement on salary schedule shall be placed at the level "9" on the salary schedule, effective April 1, 1990.

SCHEDULE B - LIST OF CHAIRPERSONS - ASSESSMENT COMMITTEE

The following nurses have allowed their names to stand as Chairpersons - Nursing Assessment Committees:-

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

SCHEDULE C

LETTER OF UNDERSTANDING

BETWEEN

TEMISKAMING HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

The Hospital and the Association agree to discuss new scheduling patterns when presented to the Hospital-Association Committee in the following manner.

1. If, after discussions, the Hospital-Association Committee recommends acceptance of new schedules prepared by the Association and accepted by the Hospital, the new schedule shall be implemented on a trial basis for six (6) months, after which it shall be reviewed.
2. In the event any major difficulties or problems are encountered with the new shift schedule, the parties shall revert to the previous shift schedule provided that a minimum of one (1) month's written notice is given unless such period of notice is reduced by the mutual consent of the parties.
3. After the trial period, if the Hospital-Association Committee agrees that the trial period was successful, the new schedule shall continue.

DATED AT NEW LISKEARD, ONTARIO, THIS 19<sup>th</sup> DAY OF August, 1988.

FOR THE HOSPITAL

FOR THE ASSOCIATION

*M. Masciali*

*J. Perry*

*Chr. deamid*

*A. East*

*L. Power*

*B. Hunter*

*G. Saxton*

*N. Rederson*

SCHEDULE D

LETTER OF UNDERSTANDING

BETWEEN

TEMISKAMING HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

RE: JOB SHARING

The parties agree to discuss the subject of Job Sharing at the Hospital Association Committee.

This matter will be placed on the agenda in sufficient time to allow for full discussion with conclusion of discussions by May 31, 1989.

DATED AT NEW LISKEARD, ONTARIO, THIS 19<sup>th</sup> DAY OF August, 1988.

FOR THE HOSPITAL

*A. MacIsaac*  
*Ch. Leimick*  
*L. Leaver*  
*G. Sutton*

FOR THE ASSOCIATION

*J. Prapp*  
*A. East*  
*B. Brantford*  
*N. Pedersen*