

SOURCE	O.N.A.		
EFF.	89	05	11
TERM.	91	03	31
No. OF EMPLOYEES	34		
NUMERE D'EMPLOYES	34		

COLLECTIVE AGREEMENT

Between:

THE ONTARIO CANCER TREATMENT AND RESEARCH FOUNDATION
"LONDON REGIONAL CANCER CENTRE"
 (hereinafter referred to as "the Centre")

- AND -

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

JUL 10 1988

Expiry Date: March 31, 1991

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the nurses covered by this Agreement.
- 1.02 It is recognized that nurses wish to work together with the Centre to secure the best possible nursing care and health protection for patients. Appropriate committees have been created under this Agreement to work towards this objective.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Association as the Bargaining Agent for all registered and graduate nurses employed in a nursing capacity by the Ontario Cancer Treatment and Research Foundation (London Regional Cancer Centre), London, Ontario, save and except Program Co-ordinator, Nursing Manager and Lodge Manager, and persons above the rank of Program Co-ordinator, Nursing Manager and Lodge Manager and persons in Clinical Trials positions.

Note: For the purpose of clarity the present registered nurse incumbents, namely, C. Gollish, B. Morrow and L. Studzienny in clinical studies are included in the above bargaining unit.

- 2.02 Registered Nurse

A "Registered Nurse" is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with The Health Disciplines Act, 1982 as amended.

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

- 2.03 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 Employer. Such termination shall not be subject matter of grievance or arbitration procedure.

2.04 A full-time nurse is a nurse who normally works the normal full-time hours referred to in this Collective Agreement.

2.05 A part-time nurse is a nurse who works less than the full-time hours.

Part-time nurses are classified under two categories:

(a) A regular part-time nurse shall mean those nurses who make a commitment to the Centre to be available on a pre-determined basis, and in respect of whom there is a pre-determined scheduling.

(b) Casual part-time nurses shall mean those nurses who are employed on relief or short notice basis.

2.06 The word "nurses" when used throughout this Agreement shall mean persons included in the above described Bargaining Unit.

ARTICLE 3 - RELATIONSHIP

3.01 The Employer 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.

3.02 Both parties to this Collective Agreement agree to abide by the provisions of the Human Rights Code as amended.

ARTICLE 4 - NO STRIKE, NO LOCKOUT

4.01 The Association agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The terms "**strike**" and "**lockout**" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 5 - ASSOCIATION SECURITY

- 5.01 The Employer will deduct from each nurse, in the case of both full-time and part-time, covered by this Agreement, an amount equal to the regular monthly Association dues designated by the Association.
- 5.02 Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.
- 5.03 The amount of the regular monthly dues shall be those authorized by the Association and the Provincial Secretary-Treasurer of the Association shall notify the Employer of any changes therein and such notification shall be the Employer's exclusive authority to make the deduction specified.
- 5.04 The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted,
- 5.05 The amounts so deducted shall be remitted monthly to the Provincial Secretary-Treasurer of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their social insurance numbers. A copy of this list will be sent to the local Association.
- 5.06 The Employer agrees that an officer of the Association or nurse representative shall be allowed up to fifteen (15) minutes during regular working hours to interview newly hired nurses, to discuss Association business, during the new employee's orientation period in her first week of employment, During such interview, membership forms may be provided to the nurse.
- 5.07 The Employer will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for Income Tax purposes, where such information is, or becomes readily available through the Employer's payroll system.
- 5.08 The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on Employer premises except with the written permission of the Employer or as specifically provided for in this Agreement.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Association recognizes and acknowledges that the management of the Employer's operations and directions of the nurses are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, transfer, lay-off, and recall nurses and to discipline, suspend or discharge any nurse for just cause, provided that a claim by a nurse that she has been discharged, suspended or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) make, enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, not inconsistent with the provisions of this Agreement;
 - (d) generally to manage the operation that the Centre is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, the services to be performed, and the methods, procedures and equipment in connection therewith.
- 6.02 These rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

ICLE 7 - REPRESENTA) COMMITTEES7.01 Nurse Representative/Grievance Committees

The Employer will recognize three (3) nurse representatives (one of whom will be the Local Contact person or her designate) appointed or elected by members of the bargaining unit.

- 7.02 Nurses' representatives and members of committees have their regular work to perform on behalf of the Employer. If it is necessary for a representative or a committee member to deal with grievances or other Association business connected with this Agreement during their scheduled hours of work, they shall not leave their work area without first obtaining the permission of the Supervisor or her designate. When resuming their regular

work, they shall again report to the Supervisor or her designate. Such permission shall not be unreasonably refused. In accordance with this understanding, a member of the Grievance Committee or a nurse's representative shall suffer no loss of regular wages for regularly scheduled working hours lost due to attendance at meetings with the Employer up to but not including arbitration.

7.03 Negotiating Committee

The Employer will recognize a bargaining unit Negotiating Committee of three (3) nurses to negotiate renewal Agreements with the Employer.

Time spent absent from regular scheduled duties by the Negotiating Committee shall be without loss of remuneration during all negotiation meetings with the Employer, up to but not including arbitration.

7.04 Employer - Association Nursing Committee

- (a) There shall be an Employer - Association Nursing Committee comprised of two (2) nurse employees representing the Association and two (2) members representing the Employer.

The Committee shall meet every two (2) months unless otherwise agreed and as required under Article 9.01 (a) (i). The duties of the Chairperson and Secretary shall alternate between the parties. Agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.

- (b) The purpose of this Committee is to promote and provide effective and meaningful communication of information and ideas on matters of concern including utilization of nursing staff and quality of nursing care but not including matters that are more properly the subject of a grievance or of negotiations.

7.05 (a) Health and Safety Committee

The Employer and the Association agree to a Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act of Ontario. One member of the bargaining unit shall be designated

by the Association to be on the Committee. Both parties agree to comply with all requirements of the Occupational Health and Safety Act.

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

- 7.06 All reference to nurse representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Local Association who are employees of the Centre.
- 7.07 If approval is obtained in advance from the Chief Operating Officer or his designate, the Association may hold meetings on the Centre premises.
- 7.08 The Employer shall grant permission for access to its premises for a representative of the Ontario Nurses' Association for the purposes of investigating grievances or attending Centre approved meetings. Such a representative shall have access to the premises only by approval of the Chief Operating Officer of the Centre or his designate at the time.
- 7.09 The local Association will keep the Chief Operating Officer or his designate notified of the names of the nurse representatives and/or committee members and officers of the local Association and the effective date of their appointments.

ART 8 - GRIEVANCE PROCEDURE

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

- 8.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her nurse representative. At the time of suspension or discharge, the Employer shall notify the nurse of this right in advance.
- 8.03 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within five (5) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse and failing settlement within five (5) working days, it shall then be taken up as a grievance within five (5) working days following advice of her immediate supervisor's decision in the following manner and sequence:

Step No. 1

The nurse, with the assistance of a nurse representative may submit a written grievance, signed by her, to the Supervisor. The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Supervisor will deliver her decision in writing within five (5) working days following the day on which the grievance was presented to her (or any longer period which may be mutually agreed upon). Failing settlement, the next step in the grievance procedure may be taken.

Step No. 2

Within five (5) working days following the decision under Step No. 1, the nurse, with the assistance of a nurse representative, may submit the written grievance to the Chief Operating Officer of the Centre (or his designate). A meeting will then be held between the Chief Operating Officer of the Centre (or his designate) and the Grievance Committee within five (5) days of the submission of the grievance at Step No. 2, unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at this meeting. A decision of the Employer shall be delivered in writing within five (5) working days following the date of such meeting.

- 8.04 A complaint or grievance arising directly between the Employer and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within ten (10) working days following the circumstances, giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Local President or her designate.
- 8.05 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing signed by each nurse who is grieving to the Director of Nursing or her designate within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 8.06 The release of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this Agreement. A claim by a nurse who has completed her probationary period that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Employer at Step No. 2 within five (5) working days after the date the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Employer's action in dismissing the nurse; or
 - (b) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
 - (c) by any other arrangement which may be deemed just and equitable.
- 8.07 The Employer agrees to provide written reasons within five (5) working 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.

- 8.08 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fifteen (15) working days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.
- 8.09 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Association will be final and binding upon the Employer and the Association and the nurses.
- 8.10 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within ten (10) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman,
- 8.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.

- 8.15 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority shall be the decision of the Board and where there is no majority the decision of the Chairman will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 8.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 8.17 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.
- 8.18 The parties may agree to waive or extend any of the time limits established in the grievance and arbitration procedures.
- 8.19 Saturdays, Sundays, and paid holidays shall not be counted in determining the time in which any action is to be taken or completed in any step of the Grievance or Arbitration Procedures.

ARTICLE 9 - , RESPONSIBILITY

- 9.01 In the event that the Employer 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, and/or work in a manner which is inconsistent with proper patient care, she or they may:
- (a) (i) Complain in writing to the Joint Association Management Committee within thirty (30) calendar days of the alleged improper assignment. The Chairperson of the Committee shall convene a meeting of the 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) Any settlement of the complaint shall be binding upon both parties,
 - (iii) Failing resolution of the complaint within thirty (30) calendar days of the meeting of the Joint Association Management Committee, the complaint shall be forwarded within fifteen (15) calendar days to an Independent Assessment Committee composed of three (3) registered nurses, one chosen by the Ontario Nurses' Association, one chosen by the Employer and one chosen from a panel of independent registered nurses who are well respected within the profession and who shall act as Chairperson.
 - (iv) Within fourteen (14) calendar days of its appointment, the Assessment Committee shall set a date to conduct a hearing into the complaint and shall be empowered to investigate as is necessary and make what decisions it finds appropriate in the circumstances. The Assessment Committee shall report its decisions in writing to the parties within thirty (30) calendar days following completion of its hearing. The decisions of the Assessment Committee shall be final and binding upon the parties.
- (b) (i) The list of chairpersons (Assessment Committee) is attached as Appendix B.

The parties agree that should a Chairperson be required, the top name on the alphabetical listing of Chairpersons who has not been previously assigned will be contacted. 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 Centre 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.

- (c) It is agreed that failure to implement the recommendations of the Nursing Assessment Committee, or terms of any settlement of the complaint herein, or any portion thereof, is a grievance, and shall be dealt with as a grievance commencing at Step #2 of the grievance procedure, and proceed to arbitration as provided in this Collective Agreement, if necessary.

The Board of Arbitration shall order the recommendations, or terms of settlement, into effect.

- (d) If a difference arises between the parties as to any matter concerning the Professional Responsibility Clause (including the composition or rotation of the panel), it shall be submitted directly to a Board of Arbitration in accordance with Article 8.08 of the Collective Agreement, which shall apply mutatis mutandis.

It is expressly understood that Article 8.13 notwithstanding, such Board will be empowered to do all things necessary to implement the Professional Responsibility Clause including designating the composition and rotation of the List of Chairpersons - Assessment Committee.

9.02 Orientation and In-service

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

There shall be an Employer planned orientation program for new nurses which will provide orientation to all areas of the Centre before becoming part of the current staffing pattern. Orientation shall be a minimum of ten (10) paid working days. Additional orientation will be provided as may be deemed necessary by the Employer.

- 9.03 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 Centre policy related thereto,

- 9.04 Both the Employer and the Association recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Association supports the principle of its members' responsibility for their own professional development and the Employer will

endeavour to provide programs related to the requirements of the Employer. Available programs will be publicized and the Employer will endeavour to provide nurses with opportunities to attend such programs during their regularly scheduled working hours, subject to operational requirements of the Centre.

9.05 The Employer will pay the tuition and all out of pocket expenses for all courses which the nurse is required to attend.

9.06 When a nurse is required by the Employer 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.

9.07 Technological Change

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

The Centre 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 changes will be given notice of such layoff at the earliest time and in keeping with the requirements of the applicable legislation and the provisions of Article 11.07 will apply.

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

ARTICLE 10 - ACCESS TO FILES

10.01 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 Employer against the nurse.

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

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

- 10.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the nurse's record has been discipline free for twelve (12) months.

ARTICLE 11 - SENIORITY

- 11.01 (a) All newly hired nurses shall serve a probationary period of sixty (60) tours from the date of last hire (450 hours of work, or six (6) months whichever comes first, for part-time nurses). With the written consent of the Chief Operating Officer of the Centre, or his designate, the nurse and contact person of the local Association or her designate, such probationary period may be extended. The discharge 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. If retained after the probationary period, the nurse's seniority shall be dated as of the date of last hire. Thereafter her seniority shall accrue as set out in this Agreement.
- (b) A nurse who transfers from part-time status to full-time status shall not be required to serve a probationary period where she has previously completed one since her date of last hire. Where no such probationary period has been served, the number of hours worked during the nine months immediately preceding the transfer shall be credited towards the probationary period.
- 11.02 A seniority list shall be established for all nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all probationary nurses shall be included in the seniority list. A copy of the current seniority list will be filed with the President of the Local Association or her designate one month after the signing of this

Agreement and in January and July of each year thereafter. A copy of the seniority list shall also be posted at the same time. Part-time seniority will be expressed in terms of total hours worked.

11.03 Effective May 11, 1989, a nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time or vice versa, 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 (1) year of seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

11.04 If a nurse's absence without pay from the Employer including absences under Article 12, Leaves of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure her continuing coverage.

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

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

- (a) leaves of her own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four (24) calendar months;

- (d) refuses to continue to work or return to work during an emergency which seriously affects the Centre's ability to provide adequate patient care, unless a satisfactory reason is given to the Centre.
 - (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Centre of such absence and providing a satisfactory reason to the Centre:
 - (f) fails to return to work (subject to the provisions of 11.05(e)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted:
 - (g) fails upon being notified of a recall to signify her intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Centre and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;
 - (h) is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced.
- 11.06
- (a) (i) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including maternity) shall be considered temporary and shall not be posted. In filling such temporary vacancies preference will be given to bargaining unit members prior to utilizing non-bargaining unit nurses.
 - (ii) The Employer will post any available permanent opportunity (part-time or full-time) for new positions, promotions or permanent re-allocation of job duties among the functional areas of clinics, radiation therapy, palliative care, operating room, chemotherapy and breast screening program for a period of ten (10) working days prior to making a permanent appointment to any such position.
 - (iii) Nurses shall be selected for positions on the basis of their skills, ability and experience. Where these factors are relatively equal

amongst the nurses considered, seniority shall govern provided that the successful applicant, if any, is qualified to perform the available work.

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

A list of vacancies filled in the preceding month under Articles 11.06 (a) and (b), and the names of the successful applicants, will be posted. Unsuccessful applicants will be notified.

- (c) Job postings shall include the job classification and content, applicant qualifications and salary range.
- (d) All permanent vacancies shall be posted internally and filled by members of the bargaining unit, if they meet the qualifications. If no qualified nurse from either the full-time or part-time categories apply, the Centre may then hire a new nurse from outside the bargaining unit.
- (e) The name of the successful applicant shall be posted by the Employer. Unsuccessful applicants shall be notified in writing at the same time. At the request of a nurse the Employer will discuss with the unsuccessful applicant ways in which they can improve qualifications for future postings. The successful applicant shall not be considered for any other vacancies for a period of up to six (6) months from the date of commencement in the position.
- (f) Where an applicant has been selected in accordance with this article and she requests within a sixty (60) working day period to return to her former job, or it is determined within a sixty (60) working day period that she cannot satisfactorily perform the job to which she was promoted, the Employer will return her to her former job without loss of

seniority and the filling of subsequent vacancies will likewise be reversed.

- (g) A part-time nurse who relieves in a temporary full-time position shall not lose her status of part-time.

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 able to exercise her seniority rights under the layoff provision of the Collective Agreement.

- (h) The Employer 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.

11.07 Layoff and Recall

A layoff of nurses shall be made on the basis of the seniority lists provided that the nurses who are entitled to remain on the basis of seniority are willing and qualified to do the work which is available.

Nurses shall be recalled to positions in the bargaining unit in reverse order of layoff, provided that the nurse is willing and qualified to perform the available work.

The Employer will not hire any new nurse to fill the vacancy where there is a nurse on layoff who is willing and qualified to fill the normal requirements of the job. This will apply regardless of whether the nurse was full-time or part-time at the time of layoff.

11.08 In the event of a proposed layoff at the Centre of a permanent or long term nature affecting full-time and/or regular part-time nurses, the Employer will:

- (a) provide the Association with no less than thirty (30) calendar days' notice of such layoff and
- (b) meet with the Association to review the following:
1. The reasons causing the layoff:
 2. The service which the Employer will undertake after the layoff:

3. 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 Centre which is not of a permanent or long term nature or a cutback in service which will result in displacement of staff, the Employer will provide the Association with reasonable notice. If requested, the Employer will meet with the Association to review the reasons and expected duration of the cut back in service, realignments of service or staff and its effect on nurses in the bargaining unit.

Any agreement between the Employer and the 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.

11.09 Transfer outside of Bargaining Unit

- (a) If a nurse transfers to a temporary assignment outside the bargaining unit not exceeding six (6) months duration, she shall continue to accumulate seniority, service and benefits during this period and will be returned to a position in the bargaining unit without any loss of seniority, service or benefits. Upon mutual agreement of the parties, the period of temporary assignment may be extended. No nurse shall be transferred to a position outside the bargaining unit without her consent, except in the case of temporary assignments not exceeding six (6) months.
- (b) If a nurse transfers to a permanent position outside this bargaining unit, she shall retain her seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority. A nurse shall have the right to return to a position in this bargaining unit, during her probationary period in the position outside the bargaining unit, with no loss of seniority, service or benefits accrued to the date of departure from this bargaining unit, provided that any nurses hired for or promoted to her vacated position or subsequent resulting vacated positions in this bargaining unit may be laid off or returned to their former position(s) even though their probationary period in this bargaining unit may have passed.

- 11.10 (a) Supervisors excluded from the bargaining unit shall not perform duties normally performed by full-time and/or part-time nurses in the bargaining unit which

shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to nurses in the bargaining unit.

- (b) The Employer shall not contract out any work usually performed by members of this bargaining unit, if, as a result of such contracting out, 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. The 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 12 - LEAVES OF ABSENCE

12.01 Personal Leave

The Chief Operating Officer or designate may grant a request for unpaid leave of absence for personal reasons provided that she receives such request in writing at least fourteen (14) calendar days in advance, except in cases of emergencies and provided that such leave may be arranged with undue inconvenience to the normal operations of the Centre. Nurses when applying for such leave shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.

12.02 Leave for Association Business

Leave of absence for Association business shall be given without pay up to an accumulative total for all staff of forty (40) days during the calendar year, provided adequate notice in writing is given to the Employer and such leave of absence does not interfere with the continuous provision of patient care. It is agreed that not more than two (2) nurses shall be absent at any time. During such leave of absence, the nurse's salary and benefits shall be maintained by the Employer, and the Local Association agrees to reimburse the Employer in the amount of the daily rate of the nurse.

12.03 Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay up to a total of fifty (50) days annually, or up to one hundred (100) days annually if the nurse is the

Secretary-Treasurer or the President-Elect. There shall be no loss of seniority credits for the purposes of salary advancement and vacation entitlement. Leave of absence under this provision shall be separate from the Leave for Association Business provided for in 12.02. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of the full costs of such salary and applicable benefits.

12.04 Leave, President, O.N.A.

Upon application in writing by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to two (2) consecutive years. Notwithstanding Article 11.04, there shall be no loss of service or seniority during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer 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 Employer of her intention to return to work at least two (2) weeks prior to the date of such return.

12.05 Bereavement Leave

A nurse who notifies the Centre as soon as possible following a bereavement shall be granted up to three (3) consecutive days off without loss of her regular pay in conjunction with the day of the funeral in order that the nurse may either make the arrangements for and/or attend the funeral of a member of her immediate family. Immediate family for the provisions of this Article shall be limited to the nurse's mother, father, father-in-law and mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, sister, brother, spouse, children, step-parent, grandchildren and grandparents. Where a nurse does not qualify under the above noted conditions, the Centre may nonetheless grant a paid bereavement leave. The Centre, at its discretion, may extend such leave with or without pay. Nurses will not be expected to take vacation in lieu of leave without pay.

12.06 Jury & Witness Duty

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

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

12.07 Maternity Leave

- (a) Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The service requirement for eligibility for maternity leave shall be ten (10) months of continuous service.
- (c) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (d) The nurse has the right to extend the maternity leave to six (6) months in total. Written notice by the nurse to extend the maternity leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complication occur in the two (2) weeks prior to the termination of the initially approved leave.
- (e) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (c) or (d) above by written notification received by the Employer at least two (2) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been

discontinued in which case she shall be given a comparable job.

- (f) Nurses newly hired to replace nurses who are on approved maternity leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, 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 11.01 to a maximum of 225 hours worked.

The Employer 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 Employer may request a nurse to commence maternity leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (h) Effective within two (2) months following November 27, 1990, and upon confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer'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 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 Employer 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.

12.08

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 Employer 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 Employer, 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 11.01 to a maximum of 225 hours worked.

The Employer 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.

12.09

Education Leave

- (a) Leave of absence, without pay, for the purposes of further education may be granted on written application by the nurse to the Nursing Director or her designate. Requests for such leave will not be unreasonably denied.
- (b) A nurse shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing

any examinations required in any recognized course in which nurses are enrolled to upgrade their nursing qualifications.

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the nurse's employment with the Centre, may be granted upon written application by the nurse to the Nursing Director or her designate. Such request shall not be unreasonably withheld. The Employer may reimburse the nurse for the cost of the tuition fee, if any, for attendance at such courses.

12.10 Professional leave without pay will be granted to nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

12.11 Medical and Dental Appointments

The Employer encourages all full-time nurses to arrange for medical and dental appointments within either the first or last hour of the day's work, Part-time nurses shall normally arrange for such appointments on days when they are not otherwise normally scheduled to work,

Where possible nurses shall provide at least one (1) week's written notice in advance of such appointments to the Director of Nursing or her designate.

Full-time nurses may utilize their accumulated sick leave credits to a maximum of seven and one-half (7 1/2) hours per calendar year for such appointments.

12.12 Pre-Paid Leave Plan

Effective three (3) months after November 27, 1990, the Centre 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 Director of Nursing at least six (6) months prior to the intended commencement date of the program

(i.e., the salary deferral portion), stating the intended purpose of the leave.

- (c) Only one (1) nurse may be allowed off at any one time. The year for the 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 Centre.
- (d) Written application will be reviewed by the Chief Operating Officer. Applications for leaves will be granted on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Centre.
- (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 Centre and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time nurses shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the 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) months⁸ notice is given the Chief Operating Officer. 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 Centre 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 Centre will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Centre is unable to find a suitable replacement, it may postpone the leave. The Centre 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 Centre in order to authorize the Centre to make the appropriate deductions from the nurse's pay, Such agreement will include:
 - (i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 12.12 of the Collective Agreement,
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

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

ARTICLE 13 - SICK LEAVE

- 13.01 Sick leave means the period of time when a nurse is permitted to be absent from work with full pay due to sickness or accident rendering her unable to perform her regular duties as an employee and not compensable under the Workers' Compensation Act.
- 13.02 A full-time nurse shall accrue thirty-three and three-quarter (33 3/4) hours of sick leave credits after having **completed sixty(60) tours worked (450 hours worked),**

Thereafter, sick leave credits shall accrue at the rate of eleven and one quarter (11 1/4) hours per month of service subject to Article 11.04. (Effect of Absence provision).

- 13.03 Absence for sickness or accident compensable by the Workers' Compensation Board will not be charged against sick leave credits.
- 13.04 The Employer may require a nurse to provide a medical doctor's certificate for any period of illness or disability.
- 13.05 Sick leave benefits will cease upon termination of employment, or upon retirement or death.
- 13.06 Nurses who are absent from work because of illness or injury for three (3) or more days will report to the Employees' Health Services before returning to work.
- 13.07 Payment from accumulated sick credits shall be equal to the nurse's regular straight time wage rate for hours regularly scheduled to work.
- 13.08 A nurse who returns to full-time service from part-time service shall have re-instated any sick leave credits accumulated during previous full-time service, provided that her employment with the Centre has remained unbroken since the time of full-time service.
- 13.09 When a full-time nurse has completed more than one-half of her regularly scheduled tour (more than 3.75 hours worked), she shall be paid for the full tour at her regular straight time hourly rate, prior to going on sick leave benefits. If a full-time nurse has completed one-half of her regularly scheduled tour or less (3.75 hours worked or less), she shall be paid for one-half of a full tour (3.75 hours) at her regular straight time hourly rate, prior to going on sick leave benefits.

ARTICLE 14 - HOURS OF WORK

- 14.01 (a) The normal daily tour for full-time nurses shall be composed of seven and one-half (7 1/2) hours exclusive of a 30 minute unpaid meal period. The normal week for full-time nurses shall be composed of 37.5 hours of work,
- (b) There shall be two (2) fifteen (15) minute paid rest periods in each normal daily tour, one during each half (1/2) tour. The nurse may, subject to the

exigencies of patient care, combine meal and rest periods.

- (c) If a nurse is recalled to duty during her meal period she shall be given the time not taken later in the tour or at a time mutually agreed.

14.02

- (a) Part-time nurses shall not normally be scheduled for less than a normal daily tour (7.5 hours) without their agreement.
- (b)
 - (i) Where a nurse is called in to work a regular shift less than two (2) hours prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then she will be paid for a full tour provided that she works until the normal completion of the tour.
 - (ii) When a nurse has been called into work for a regular tour within the period of one-half hour following the normal commencement of the tour, and arrives within one hour of being called, then the nurse shall be paid for a full tour provided that she works until the normal completion of the tour.
- (c) Predetermined regular part-time nurse schedules shall be posted at least one (1) month in advance of the end of the previous schedule.
- (d) Where less than forty-eight (48) hours notice of change in schedule, as per 14.02 (c), is given to the nurse, the nurse shall be paid four (4) hours at her regular straight time hourly rate.
- (e) Casual part-time nurses shall be scheduled or called on an equitable basis.
- (f) .Where less than twenty-four (24) hours notice is given of change in schedule to the casual part-time nurse, the nurse shall be paid four (4) hours at the regular straight time hourly rate.

14.03

Premium Payment

- (a) If a nurse is authorized to work in excess of seven and one-half (7 1/2) hours per shift or thirty-seven and one-half (37 1/2) hours per week, she shall receive overtime payment at the rate of one and one-half (1 1/2) times her regular straight time hourly rate of pay for time so worked. A nurse may request time off in lieu of overtime subject to the

approval of the Director of Nursing or designate. Such lieu time shall be limited to a maximum accumulation of three (3) days,

- (b) Overtime premiums shall not be pyramided with any other premium payable under this Agreement,
- (c) A part-time nurse who is called in and agrees to work on a scheduled day off will qualify for overtime payment only if she works in excess of seven and one-half (7 1/2) hours per shift or thirty-seven and one-half (37 1/2) hours per week.
- (d) Part-time nurses will be paid overtime for authorized hours worked in excess of seven and one-half (7.5) hours per shift.

14.04 Responsibility Pay

- (a) Effective November 27, 1990 a nurse who is assigned to substitute for a nurse in a higher classification, whether or not such classification is included in the bargaining unit, shall be paid a premium of seventy-five cents (75¢) per hour in addition to her regular salary.
- (b) Effective November 27, 1990 a nurse who is assigned responsibility for a nursing unit after 1700 hours or before 0700 hours shall be paid a premium of forty cents (40¢) per hour in addition to her regular salary and shift premium.

14.05 Effective November 27, 1990 where a nurse is called back to work she shall receive premium pay of time and one-half (1 1/2) with a guaranteed minimum of four (4) hours with pay at time and one-half, calculated from the time she leaves home until she arrives back home. Mileage travelled will be paid at the current Centre rate.

14.06 Effective November 27, 1990 nurses who work outside of their regularly scheduled tour, shall, after two (2) hours, receive a one-half (1/2) hour paid rest period and shall be provided with a hot meal or four dollars (\$4.00) in lieu of such meal.

14.07 Shift Premium

For the purpose of shift premium, the day shift shall be defined as the hours 0700 to 1700 hours. Effective November 27, 1990 a nurse shall be paid a shift premium of forty-five cents (45¢) per hour for each hour worked between 1700 hours and 0700 hours. The shift premium

shall not form part of the nurse's straight time hourly rate.

14.08 Effective November 27, 1990 a nurse who reports for work as scheduled shall receive full compensation for the tour in the event the Employer has changed the schedule without notifying the nurse resulting in the nurse reporting at the wrong time.

14.09 Peripheral Clinics

- (a) Every effort will be made not to assign a nurse to a peripheral clinic without her consent.
- (b) A nurse who is required to travel to a peripheral clinic or on Centre related business who is required to use her own transportation to travel to a peripheral clinic shall be compensated for all out of pocket expenses incurred.
 - 1. Milage at the current Centre rate
 - 2. Parking costs
 - 3. Meals

ARTICLE 15 - PAID HOLIDAYS

15.01 Effective November 27, 1990 the following shall be recognized as paid holidays for all nurses. Nurses not required to work on these days shall be paid their regular salary.

New Year's Day	Civic Holiday
Heritage Day (3rd Mon. in Feb.)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

In the event an additional holiday is proclaimed by the Provincial Government during the term of this Agreement, such holiday will be substituted for one of the above noted holidays as designated by the Centre and such designation shall not add to the present number of holidays.

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

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Centre;
- (c) the nurse's regular scheduled day off;
- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday;
- (e) an approved, unpaid leave of absence not exceeding fourteen (14) consecutive calendar days.

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

15.03

- (a) A full-time nurse required to work on a paid holiday shall be paid time and one-half (1 1/2) her regular rate of pay for hours worked and receive another day off with pay.
- (b) A part-time nurse required to work on a paid holiday shall be paid double time and one-half (2 1/2) her regular rate of pay for hours worked.
- (c) A part-time nurse not required to work on the holidays listed in Article 15.01 shall be paid her regular salary providing she qualifies under the Employment Standards Act.
- (d) A nurse who is paid time and one-half (1 1/2) on a holiday shall be compensated at the rate of two (2) times her regular rate of pay for any overtime hours worked on the holiday.

ARTICLE 16 - VACATIONS

- 16.01 For the purpose of calculating eligibility, vacation shall be calculated as of the vacation cut off date which is June 30th in any year.
- 16.02 All full-time nurses shall be entitled to vacation with pay based on length of continuous service as of June 30th of any year as follows:

- (a) Full-time nurses who have less than one (1) year of continuous service as of June 30th shall be entitled to vacation with pay at the regular rate of 1.25 days for each completed month of service, not to exceed fifteen working days:
- (b) Nurses who have completed one (1) or more years of continuous service but less than two (2) years of continuous service as of June 30th shall receive an annual vacation of three (3) weeks with pay at their regular rate;
- (c) Nurses who have completed more than two (2) years of continuous service as of June 30th shall receive an annual vacation of four (4) weeks with pay at their regular rate:
- (d) Nurses who have completed seventeen (17) or more years of continuous service as of June 30th shall receive annual vacation of five (5) weeks with pay at their regular rate.

Retroactive to June 30th, 1990, nurses who have completed fifteen (15) or more years of continuous service as of June 30th, shall receive annual vacation of five (5) weeks with pay at their regular rate.

- (e) Nurses who have completed twenty-five (25) years or more of full-time continuous service as of June 30th, shall be entitled to an annual vacation of six (6) weeks with pay at their regular rate;
- (f) If a full-time nurse's total paid hours in a vacation year included paid hours worked and paid hours for leave of absence is less than 1525 hours she will receive vacation pay based on a percentage of gross salary on the following basis:

three (3) week entitlement - six percent (6%)

four (4) week entitlement - eight percent (8%)

five (5) week entitlement - ten percent (10%)

six (6) week entitlement - twelve percent (12%)

16.03

All part-time nurses shall be entitled to vacation pay based upon applicable percentage provided in accordance with the vacation entitlement of full-time nurses in Article 16.02 of their gross earnings in the preceding year.

- 16.04 The Employer will post a request for vacation form for all nurses by February 15.

Nurses will submit requests for vacation by March 15. Approved vacation schedules shall be posted by the Employer by April 15 of each year and may only be changed with the consent of affected nurses. Preference in scheduling of vacations shall be based on seniority, subject to the efficient operation of the Centre.

A nurse may not use her seniority to change her vacation time request after April 15.

Requests made after April 15 posting for any other vacation time off will be responded to within two (2) weeks of such request except in cases of emergencies. Requests for vacation shall be honoured where possible by management, or at such time as may be mutually agreed upon.

- 16.05 It is understood and agreed that vacation weeks are not necessarily continuous, however, the Employer will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates and the continuity of weeks subject to the needs to meet the patient care requirements of the Centre.

- 16.06 For the purpose of vacation entitlement, length of continuous service, for those nurses whose status is changed from full-time to part-time or part-time to full-time, shall mean combined service as both a full-time and part-time nurse. For purposes of this clause, 1500 hours of part-time service shall equal one (1) year of full-time service.

- 16.07 The value of any vacation entitlement earned but not used shall be added to the nurse's terminal pay cheque.

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

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

(c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions

will not be counted against the employee's vacation credits.

ARTICLE 17 - HEALTH AND WELFARE BENEFITS (FULL-TIME)

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

(a) Semi-Private Hospitalization Insurance

The Employer agrees to contribute one hundred percent (100%) of the billed premium for Semi-Private Hospitalization Insurance for each full-time eligible nurse in the employ of the Employer.

(b) Extended Health Care

Effective thirty (30) days following November 27, 1990 the Employer agrees to contribute on behalf of each full-time eligible nurse in the Centre one hundred percent (100%) of the billed premium under the Blue Cross Extended Health Care Plan, (ten dollars single and twenty dollars family deductible), with vision and hearing provisions.

With vision care (\$100.00 every 24 months) and hearing aid (\$400.00 per person life time) coverage.

The extended health care plan shall provide care for dependents from the age of 21 to 25 who are in full-time attendance at a school, college or university.

(c) Group Life Insurance

Effective thirty (30) days following ,November 27, 1990 all eligible full-time nurses may sign up for Group Life Insurance Plan in accordance with the terms and conditions of the Plan, which shall provide at least coverage in the amount of double the annual salary of the nurse. The Employer agrees to pay one hundred percent (100%) of the billed premium.

(d) Pension Plan

All eligible nurses may enrol in the Ontario Cancer Treatment and Research Foundation retirement plan

in accordance with the terms and conditions of such plan,

(e) Dental Plan

Full-time eligible nurses shall be entitled to participate in the Group Dental Plan (Blue Cross #9 or its equivalent, based on the O.D.A. Fee Schedule as the Schedule is amended from time to time), subject to the terms and conditions of the Plan. The Employer shall contribute seventy-five percent (75%) of the billed premium towards coverage of the eligible participating nurses under the plan in the employment of the Employer and such nurses shall pay the remaining premium through payroll deductions.

(f) Effective the first pay period following November 27, 1990, full-time nurses shall enrol in the Group Long Term Disability Insurance Plan, The Employer shall contribute seventy-five percent (75%) of the billed premium towards coverage of the eligible full-time nurses under the plan in the employment of the Employer and such nurses shall pay the remaining premium through payroll deductions.

17.02 The Employer, may, at any time, substitute another carrier for any Plan provided that the benefits conferred thereunder are not decreased. Such substitution will not occur on less than sixty (60) days' notice to the Association.

17.03 The Employer shall continue to pay its share of the premiums for benefit plans for nurses who are on paid leave of absence or Workers' Compensation or at any time when salary is received, or as provided in Article 11.04. Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for full payment and provided also that the layoff does not exceed one year,

17.04 The Employer will provide the Association and each nurse with information booklets outlining all of the benefit plans defined in this Article, if available,

ARTICLE 18 - MISCELLANEOUS

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

Agreement will be shared equally by the Employer and the local Association.

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

18.03 Bulletin Boards

The Employer shall provide to the Association adequate bulletin board space in such place so as to inform all nurses in the bargaining unit of the activities of the Association. No notice will be posted without the prior consent of the Chief Operating Officer. Such consent will not be unreasonably withheld.

18.04 Current provisions in existing Centre policies relating to the provisions of x-rays, laboratory work, immunization injections, gamma globulin and hepatitis vaccine shall be continued.

18.05 Notice of Address Changes

- (a) Notice to an employee may be given personally or by prepaid registered post, or by telegram to the last address shown on the Employer's records and such notice shall be deemed to have been given three (3) days after having been delivered to the telegraph or postal authorities.
- (b) Nurses are expected to keep the Employer informed of their address.

ARTICLE 19 - COMPENSATION

19.01 (a) Nurses shall be compensated for their services in accordance with Schedule "A", which is attached to and forms part of this Collective Agreement.

(b) A graduate nurse in the employ of the Centre upon presenting proof of current registration by the College of Nurses of Ontario shall receive the salary of the Registered Staff Nurse as provided in this article retroactive to the date of successfully passing the registration examination or to the date of last hire, whichever is later,

The nurse shall retain her step in the salary scale and her anniversary date for purpose of further progression,

19.02

Progression on the Salary Grid

- (a) Each full-time nurse will be advanced from her present level to the next level twelve (12) months after she was last advanced (hereinafter called her "service review date"). If a nurse's absence without pay from the Centre exceeds thirty (30) continuous calendar days during such twelve (12) month period, her service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.
- (b) Each part-time nurse will be advanced from her present level to the next level as set out in Schedule "A" and as applicable after working 1500 hours.

19.03

Rules Concerning Previous Experience

For all registered nurses, a claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring. The nurse shall cooperate with the Employer by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Employer shall recognize experience credit, on the basis of one increment level for each two (2) years of recent related clinical experience up to a maximum of level 6 (i.e. after 5 year rate). Any such adjustment shall be retroactive to date of hire,

19.04

- (a) A full-time nurse whose status is altered to that of part-time will assume her same level on the part-time grid.
- (b) A part-time nurse whose status is altered to that of full-time will assume her same level on the full-time grid.
- (c) For the purposes of this clause, a nurse whose status is so altered will be given credit for service accumulated since date of last advancement.

19.05

When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Association of such new or

changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 8, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Centre and duties and responsibilities involved.

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

19.06 Effective November 27, 1990 salary recognition for additional preparation will be paid as follows to nurses employed in a capacity requiring the course:

1. Basic post diploma oncology nursing program offered by an institution of higher learning (at the community college or university level)
 - \$20.00 monthly
2. Advanced post diploma oncology nursing program offered by an institution of higher learning (at the community college or university level)
 - \$50.00 monthly

Part-time nurses shall receive payment for recognition for additional preparation on a pro-rata basis calculated for each 162.5 hours worked per monthly payment.

19.07 Percentage in Lieu of Benefits (Part-time Nurses)

In addition to the applicable hourly rate, part-time nurses shall receive in lieu of all fringe benefits (being those benefits to a nurse paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, tour differential, call back guarantee and reporting pay, responsibility allowance, court attendance, bereavement pay, holiday pay, educational allowance, maternity leave



top up), an amount added to her hourly rate of fourteen percent (14%). It is understood and agreed that pension is included within the percentage in lieu of fringe benefits.

- 19.08
- (a) Each nurse shall be placed on the salary grid in accordance with her continuous service with the Foundation, including full recognition of her past nursing experience as set out in Article 19.03.
 - (b) The salary rates noted in Schedule "A" shall be retroactive and apply to all nurses in the bargaining unit as of May 11th, 1989, and thereafter and shall be paid on the basis of each hour paid to them. All other provisions shall be effective the date of ratification of the memorandum of agreement or date of the arbitration award unless otherwise specifically provided. Such retroactive pay shall be paid within three (3) pay periods of November 27, 1990.
 - (c) For those no longer in the employ of the Centre, the Employer shall give notice of their entitlement to retroactive increases by ordinary mail, or if mail is not available, by any other method the Employer chooses, provided the Association is notified, to the last place of residence listed in the Employer's records, with a copy of the notice to be sent to the Association. Such employees shall have a period of thirty (30) calendar days after mailing of the notice in which to claim such adjustments, and not thereafter.
 - (d) Retroactive payment shall be made by separate cheque with an itemized statement showing the number of hours on which retroactivity has been paid, the amount per hour of this payment, and the amounts of retroactive payments for each item other than salary.

ARTICLE 20 - DURATION

- 20.01 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:

ARTICLE 21 - APPENDICES

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

Appendix "A" - Salary Schedule

Appendix "B" - Chairpersons - Nursing Assessment Committees

SIGNED this 21st day of January, 1991.

FOR THE CENTRE

FOR THE ASSOCIATION

Sam Maddell
K. Lawrence
E. Anderson

E. Sue Boyd
Employment Relations Officer
Debbie Johnson
Marg Chester
Sue Kudrka

APPENDIX "A" - SALARY SCHEDULES

1. Full-time Nurses' Monthly and Hourly Rates:

	<u>Hourly</u>	<u>Monthly</u>
<u>Effective May 11, 1989</u>		
Start	\$ 16.17	\$ 2,627.06
After 1 year	17.03	2,766.95
After 2 years	17.29	2,810.09
After 3 years	17.60	2,860.40
After 4 years	18.04	2,931.93
After 5 years	18.40	2,989.70
After 6 years	18.80	3,054.69
After 7 years	19.24	3,126.90
After 8 years	19.53	3,173.80
 <u>Effective April 1, 1990</u>		
Start	16.81	2,732.14
After 1 year	17.71	2,877.63
After 2 years	17.98	2,922.49
After 3 years	18.31	2,974.82
After 4 years	18.76	3,049.21
After 5 years	19.13	3,109.29
After 6 years	19.55	3,176.88
After 7 years	20.01	3,251.98
After 8 years	20.31	3,300.75
After 9 years	20.62	3,350.26

APPENDIX "A" - SALARY SCHEDULE
continued

2. Part-time Nurses' Hourly Rates:

Hourly

Effective May 11, 1989

Start	16.17
After 1500 hours	17.03
After 3000 hours	17.29
After 4500 hours	17.60
After 6000 hours	18.04
After 7500 hours	18.40
After 9000 hours	18.80
After 10500 hours	19.24
After 12000 hours	19.53

Effective April 1, 1990

Start	16.81
After 1500 hours	17.71
After 3000 hours	17.98
After 4500 hours	18.31
After 6000 hours	18.76
After 7500 hours	19.13
After 9000 hours	19.55
After 10500 hours	20.01
After 12000 hours	20.31
After 13500 hours	20.62

APPENDIX "B" - CHAIRPERSONS, NURSING ASSESSMENT COMMITTEE

To be agreed

LETTER OF UNDERSTANDING

Between :

THE ONTARIO CANCER TREATMENT AND RESEARCH FOUNDATION
LONDON REGIONAL CANCER CENTRE

And :

ONTARIO NURSES' ASSOCIATION

Change in Hours of Work

Any change in hours of work (i.e. normal starting time or quitting time), will be discussed with the Association at least thirty (30) days prior to implementation.

FOR THE CENTRE

Sam Mandelker

Flavese

E. Anderson

Dated - January 21, 1999

FOR THE ASSOCIATION

E. Lola Boyd
Employment Relations Officer

Deanne Johnson

Mary Cheater

Sue Kudaska

LETTER OF UNDERSTANDING

Between:

THE ONTARIO CANCER TREATMENT AND RESEARCH FOUNDATION
LONDON REGIONAL CANCER CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Job Sharing

It is agreed that two nurses may share a full-time position subject to the agreement of all parties and provided that the following conditions are met (refusal of the Employer to agree to a job sharing proposal will not constitute grounds for grievance), This arrangement shall be limited to a maximum of two (2) full time nurse positions.

(a) Implementation

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

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.

- (b) If one of the job sharers leaves the arrangement for whatever reason, the vacant half of the position will be posted. If there is not a successful applicant for the vacant half of the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing in the full-time position if she was full-time previously or transferring to a part-time position for which she is qualified, In the event of the incumbent transferring to part-time, the job sharing position shall be declared a vacant full-time position and be so posted. The successful candidate will be provided with a reasonable orientation

LETTER OF UNDERSTANDING -
JOB SHARING

Page two

for the purpose of familiarizing the candidate with the job duties.

(c) Discontinuation

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

- (d) All job sharers shall be treated as regular part-time employees and be subject to the provisions for part-time nurses except as modified herein.
- (e) Posted schedules for job sharers shall be based on the schedules that would apply to a full-time nurse holding that position. Such schedules shall conform with the scheduling provisions for full-time nurses.
- (f) Total hours prescheduled to be worked by two job sharers shall be equal to one full-time position. A nurse may work additional hours at her regular rate of pay. Overtime will be paid in accordance with the provisions of the Collective Agreement.
- (i) The division of scheduled shifts shall be determined by mutual agreement of the two nurses and the Director of Nursing. However, all scheduled tours must be covered, Such schedules will not be unilaterally imposed by the Employer and any changes made by the Employer will be subject to the scheduling provisions of the Collective Agreement. Once the schedules are posted, the employees cannot make changes without the permission of the supervisor in the area concerned.
- (ii) Job sharers will not be subject to cancellation of regularly scheduled shifts in their rotations as if they were part-time nurses.
- (g) Job sharers will have the right to determine between themselves which partner will work on a scheduled paid holiday, subject to the conditions of the Collective Agreement.

LETTER OF UNDERSTANDING

Between:

THE ONTARIO CANCER TREATMENT AND RESEARCH FOUNDATION
LONDON REGIONAL CANCER CENTRE

And :

ONTARIO NURSES' ASSOCIATION

Vacation Entitlement - Gwen Richman

In addition to the vacation entitlement provided under Article 16.02 of the Collective Agreement, Gwen Richman shall be entitled to one (1) additional week of paid vacation which may be taken prior to June 30th, 1991.

This letter shall not form part of the Collective Agreement.

FOR THE CENTRE

Sam Badi

Klausene

E. Anderson

Dated : January 21, 1991

FOR THE ASSOCIATION

E. Sue Boyd
Employment Relations Officer

Sue Kudaska

Marg Cheyter

Deanne Johnson

